

# CREDIT CARD TERMS & CONDITIONS



***Diners Club Credit Cards are issued subject to the following terms & conditions:***

## **1 THE CARD**

- 1.1 The Credit Card (the "Card") is the property of Diners Club (Singapore) Pte. Ltd. ("Diners Club").
- 1.2 The term "Member" refers to a person who has a personal account opened in his/her name or a company/corporation/firm/ sole-proprietorship which has a company account opened in its name. The "Cardholder" is a person whose name is validly embossed on the Card and includes a Basic Cardholder and a Supplementary Cardholder. The Basic Cardholder is the person who has a personal account and the Supplementary Cardholder is the person who holds a Credit Card under the account of the Member/Basic Cardholder.
- 1.3 Diners Club is not responsible for any loss or damage which may be suffered by the Member/Cardholder if he/she does not receive the Card.
- 1.4 The Member/Cardholder must sign the Card immediately after receiving the Card.
- 1.5 By signing on or using the Card, the Member/Cardholder is deemed to have read, understood and accepted each and every term of this Agreement.
- 1.6 The Card is not transferable and must be signed by the authorised Cardholder whose name is printed thereon (the Cardholder). During its currency it entitles the Cardholder and no one else to sign bills for credit with any supplier establishments of Diners Club.

## **2 THE CARD ACCOUNT**

- 2.1 The Member/Cardholder will be liable for the face value of all transactions ("Transactions") effected through the use of the Card even if no sales draft or other slip is required to be signed by him. Types of transactions effected without the Member's/Cardholder's signature may include without limitation orders placed by telephone, facsimile, mail or internet, direct debit authorisation, or use of the Card in an ATM (Automated Teller Machine) (whether or not such device belongs to Diners Club), at supplier establishments' point of sale terminal/card reader, in a credit card payphone, or any other means or devices approved by Diners Club from time to time. Diners Club will ensure that the face value of all Transactions and all charges, fees, instalments, outstanding balance, and other sum payable are debited to the account of the Member/Cardholder and shall render periodical accounts (monthly or otherwise) to the Member/Cardholder in respect of all such sum and each account shall become payable in Singapore Dollars at Diners Club's address indicated on the Statement upon presentation and the Member/Cardholder hereby undertakes to make suitable arrangements for same to be paid in the event of his/her absence from Singapore.
- 2.2 The amount of foreign charge(s) incurred by the Member/Cardholder shall be transmitted by the overseas franchisee(s) to Diners Club by Electronic Paperless Charge Interchange System and/or other electronic systems as Diners Club may approve from time to time. No foreign charge slip signed/unsigned by the Member/Cardholder shall be sent to Diners Club by the overseas franchisee(s). Charge(s) in foreign currencies will be converted into Singapore Dollars using the previous day's Board Selling Rate from a bank chosen by Diners Club, plus a conversion commission of 1% on the date of processing of such amount of foreign charge(s). Amounts incurred in a foreign currency and converted (by third parties eg, airlines and/or other Establishments, using their rates) into another foreign currency will be converted again into Singapore Dollars using the above policy. Amounts incurred in foreign currencies and converted into Singapore Dollars shall be billed at the rate determined by third parties such as airlines or other Establishments.
- 2.3 Diners Club will send a Statement to the Member/Cardholder on a monthly or other periodic basis but Diners Club reserves the right not to send any Statement for any period during which the Card Account is inactive.

- 2.4 The Member/Cardholder shall examine the monthly account upon presentation and give written notice to Diners Club of any discrepancy therein within 14 days from the date of such account. All monthly account shall be deemed to have been received by the Member/Cardholder three(3) days after posting by ordinary mail to the Member's/Cardholder's billing or last known address. If Diners Club does not receive any such written notification from the Member/Cardholder, the said monthly account shall be deemed correct and the Member/Cardholder shall be liable for all the outstanding balance stated therein.
- 2.5 The Member/Cardholder must promptly notify Diners Club in writing of: -
- (i) any intention of residing outside Singapore;
  - (ii) any change of address of the Member/Cardholder;
  - (iii) any change of the Member's/Cardholder's salary or appointment with the Employer; and
  - (iv) any other change in the Member's/Cardholder's particulars or any other information as may be requested by Diners Club from time to time.

### **3 CREDIT LIMIT**

- 3.1 Diners Club may set a Credit Limit in respect of the Card Account and may vary the Credit Limit without notice.
- 3.2 Notwithstanding any Credit Limit that may be set, Diners Club may in its absolute discretion authorise and allow any Transaction even though the Credit Limit would be or has been exceeded; or refuse to authorise or approve any Transaction notwithstanding that the Credit Limit has not been exceeded.
- 3.3 The Credit Limit reflected on the Credit Card Folder shows the initial Credit Limit applicable to his/her account. Diners Club may determine the Credit Limit and notify the Member/Cardholder from time to time. The Member's/Cardholder's Credit Limit will also be shown on the monthly Statement together with the amount of available credit at the Statement closing date. The Member/Cardholder must not exceed the combined Credit Limit. The Credit Limit will be cancelled if the Card Account is cancelled. If the Member/Cardholder fails to settle the minimum payment due on or before the Payment Due Date, Diners Club reserves the right to revise the Credit Limit. The Member/Cardholder will not be entitled to interest on credit balances on the Card Account. If the Member/Cardholder has more than one card issued by Diners Club, the Credit Limit is a combined Credit Limit for all the Card Accounts and the Total Indebtedness (total sum owe to Diners Club as at the relevant time on the accounts includes all Transactions, interest, fees, charges, actual or contingent) on the Card Accounts must not exceed the Credit Limit. If the Member's/Cardholder's Total Indebtedness exceeds the Credit Limit, immediate payment of any excess above the Credit Limit must be made.

### **4 CASH ADVANCE / PIN & USE OF ATM**

- 4.1 Diners Club may, at its absolute discretion, issue a Member/Cardholder a personal identification number ("PIN") for use in combination with his/her Card.
- 4.2 A PIN issued to a Member/Cardholder may be collected personally by the Member/Cardholder or sent by ordinary post to that Member/Cardholder at his/her risk.
- 4.3 When a PIN is issued by Diners Club to a Member/Cardholder, he/she must not disclose the PIN and shall take all care to prevent the PIN from being disclosed to any other person.
- 4.4 A Member/Cardholder issued with a PIN may, at Diners Club's sole discretion, obtain a disbursement of funds in any currency (whether or not in the form of cash) locally and/or overseas ("Cash Advances") by using his/her Card and/or PIN in such amounts and in such ways that Diners Club may from time to time stipulate including the following means, subject to the fees/charges stipulated in Condition 7.1:
- (i) by presenting the Card at the counter of participating Diners Club offices, banks or financial institutions stipulated by Diners Club, together with evidence of his/her identity and by signing the necessary Transaction record;
  - (ii) by using the Card and PIN at ATMs both locally and abroad (with some exceptions) which bear the Diners Club logo and/or any other logos of participating ATM network provider(s) or such other ATMs listed in the Diners Club Cash Access Guide.
- 4.5 A Member/Cardholder may obtain a Cash Advance up to such limit as Diners Club may determine, whether or not such limit is notified to the Member/Cardholder. The amount of cash advance available to a Member/Cardholder is at all times also subject to his/her Credit Limit and the applicable daily withdrawal limit of the relevant ATM (in the case of a Cash Advance effected through an ATM).
- 4.6 The Member/Cardholder is liable for all Transactions effected by the use of the Card at any ATMs whether with or without his/her knowledge or authority and the Member/Cardholder irrevocably authorises Diners Club to directly debit from his/her account the amount of all such Transactions.

- 4.7 Diners Club is entitled, in its absolute discretion, to issue a replacement Card or a new PIN upon such terms and conditions as Diners Club may deem fit, and Diners Club reserves the right to charge any handling fees as specified in Condition 7.
- 4.8 Diners Club is entitled, at its absolute discretion, not to issue the PIN or to change or withdraw the use of the PIN and Cash Advance facility to a Member/Cardholder.
- 4.9 Diners Club shall not be liable in relation to any loss or damage that a Member/Cardholder may suffer as a result of the use of a PIN or the failure of a Member/Cardholder to obtain any Cash Advance with the Card locally and/or elsewhere.

## **5 DISCLOSURE OF PIN**

- 5.1 Immediately upon learning that the PIN is disclosed, the Member/Cardholder must not use the PIN and shall notify Diners Club of such disclosure in writing; and
- 5.2 The Member/Cardholder shall at the request of Diners Club furnish a statutory declaration, a police report and other information as may be required.

## **6 LOST / STOLEN / DAMAGED CARD**

- 6.1 The Member/Cardholder can only use the Card during its validity as embossed on the Card. If the Card is mutilated, the Member/Cardholder shall return the Card, cut into halves, to Diners Club in exchange for a new one.
- 6.2 Should the Card be lost or stolen, the Member/Cardholder must notify Diners Club in writing immediately upon the occurrence or discovery of such loss or theft.
- 6.3 Prior to notification of Card loss to Diners Club, the maximum liability for the Member/Cardholder due to unauthorised charges is S\$100 provided the Member/Cardholder has not acted fraudulently or was not grossly negligent or has not otherwise failed to inform Diners Club as soon as reasonably practicable after becoming aware that his/her card has been lost or stolen.
- 6.4 Members/Cardholders are liable for 100% of unauthorised charges or amounts up to his/her credit/charge card limit whichever is lower, in case he/she was involved in fraud or acted with gross negligence. If a Member/Cardholder is found to have acted fraudulently, interest charges and late fees will be levied on the unauthorised charges.
- 6.5 In the event that Diners Club find the Member/Cardholder grossly negligent but the Member/Cardholder refuses to settle the outstanding, Diners Club reserves the right to terminate the Card services of the Member/Cardholder as well as pursue litigation actions to recover the amount.
- 6.6 When a lost or stolen Card is subsequently found, the Member/Cardholder agrees not to use such Card retrieved and shall return the same, cut into halves, to Diners Club immediately upon the retrieval of it.

## **7 CHARGES**

- 7.1 Diners Club is entitled to charge and debit to the Card Account:
  - (i) finance charge which accrues daily at the rate of 2.0% per month (subject to a Total Minimum Interest as stated in 7.2), if Diners Club does not receive full payment of the Total Indebtedness (total sum owe to Diners Club as at the relevant time on the accounts includes all Transactions, interest, fees, charges, actual or contingent) on or before the Payment Due Date:
    - (a) on the Total Indebtedness outstanding from the date of the Statement until the date when payment of the Total Indebtedness (in whole or in part) is credited to the Card Account; and
    - (b) on the amount equivalent to the Total Indebtedness specified in the Statement less any partial payment from the day after the date of partial payment until the date of the next Statement or to the date the Total Indebtedness outstanding is paid in full, whichever is earlier; and
    - (c) on the amount of every Transaction effected after the date of that Statement from the date the Card transaction was effected or the date each such amount was debited to the Card Account, as Diners Club may elect, until the date of the next Statement or the date when all such amounts are paid in full, whichever is the earlier, (and for the purposes of this sub-clause 7.1 (i), Cash Advances are excluded in the calculation of the Total Indebtedness and in the use of the expression: "Card Transaction")
  - (ii) a late payment fee of an amount equivalent to 5% per month of the Minimum Payment specified in the Statement or the sum of S\$40.00 (whichever is higher) if the Minimum Payment specified in the Statement is not received by Diners Club on or before the Payment Date.
  - (iii) interest calculated at the rate of 2.0% per month on the amount of each Cash Advance from the date of such Cash Advance until the date of full payment but subject to the Total Minimum Interest as stated in 7.2. Diners Club may vary the rate from time to time.

- (iv) a Cash Advance fee, in respect of each Cash Advance obtained, calculated at the rate of 5% of the Cash Advance subject to a minimum fee of S\$15.00. Any service charge or other fee imposed by an ATM owner in respect of an ATM Cash Advance will also be borne by the Member/Cardholder.
- (v) a handling fee in respect of the replacement of the Card.
- (vi) a "No Show" charge equivalent to the rate of the establishment of one night's lodging for each room reserved if the Member/Cardholder uses his/her Card to book or reserve any accommodation at a hotel or motel establishment and fails to arrive before check-out time the day following his/her scheduled arrival or if he/she fails to cancel the reservation.
- (vii) an over-limit fee to be determined by Diners Club from time to time if the Total Indebtedness exceeds the credit limit.
- 7.2 Diners Club shall levy a Total Minimum Interest as specified in the Statement if the total sum for finance charge and Cash Advance interest as stipulated in 7.1(i) and 7.1(iii) is less than this Total Minimum Interest. If the Statement is not sent to Member/Cardholder for any reason, the Total Minimum Interest shall be determined by Diners Club without notice to the Member/Cardholder. Diners Club may vary the amount of the Total Minimum Interest from time to time.
- 7.3 Diners Club may add a sum of S\$50.00 (or such other amount as Diners Club shall specify) being Cheque Returned fee/GIRO Returned fee to the Member's/Cardholder's Card Account for each cheque delivered by the Member/Cardholder in purported payment towards his/her Card Account which is dishonoured or when each GIRO Instruction is rejected.
- 7.4 For request of Statement of Account of more than 3 to 24 months from the request date, a fee of \$5.00 per copy will be debited to the Member's/Cardholder's Card Account.
- 7.5 In any event, Diners Club shall not be liable whatsoever and howsoever to provide the Member/Cardholder with any charge slip (whether original or duplicate copy) for verification purposes and the Member/Cardholder agrees to keep the duplicate copy of the charge slip (whether signed or unsigned) given by the supplier establishments of Diners Club and/or any of the franchisees of Diners Club International Limited at the point of sale for his/her own verification of the charges incurred. If the Member/Cardholder so requests Diners Club for a duplicate copy of any charge slip, Diners Club shall subject to the provision herein assist such Member/Cardholder within reasonable means to obtain the same from the supplier establishment provided that such request is not made more than sixty (60) days from the date of incurrence of the charge and the supplier establishment concerned still has possession of such charge slip. Diners Club shall levy a handling fee of S\$5.00 for each duplicate copy of the charge slip (whether signed or unsigned) requested for and delivered to the Member/Cardholder. Such fee shall be debited to the Member's/Cardholder's Card Account and such Member/Cardholder agrees to pay for the same. The Member/Cardholder hereby agrees not to withhold payment and/or refuse to pay any monthly Statement or part thereof if Diners Club is unable to assist such Member/Cardholder in obtaining a duplicate copy of any charge slip from the supplier establishment or while Diners Club is in the process of assisting the Member/Cardholder in retrieving a duplicate copy of the charge slip.
- 7.6 An Administration Fee to be determined by Diners Club from time to time will be applied to each approved Balance Transfer transaction.
- 7.7 Any early total repayment of Balance Transfer and/or Instalment Plan transactions is subject to an administration fee to be determined by Diners Club from time to time. Any interest refunded will be calculated based on the Rule of 78.
- 7.8 An Administration Fee to be determined by Diners Club from time to time will be applied to each declined ATM Cash Advance Transaction.
- 7.9 A fee to be determined by Diners Club from time to time will be charged for each access to the Airport Lounges offered by Diners Club.
- 7.10 A charge of USD50.00 per transaction will be debited to the Member/Cardholder's Card Account by Diners Club on behalf of the ATM Network for their effort in conducting the investigation if the investigation result does not support the Member/Cardholder's claim of a dispute regarding cash withdrawal from an ATM.
- 7.11 All fees/charges for services rendered or goods supplied by Diners Club to the Member/Cardholder shall be subject to payment of any whatsoever tax levied under any legislation/regulation currently enforced or subsequently to be enforced in Singapore and the Member/Cardholder agrees to pay for the same unless Diners Club states in writing that it will absorb such tax.
- 7.12 Diners Club is entitled in its 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 a Member/Cardholder under these terms and conditions without notice and without giving any reason.

## **8 PAYMENT**

- 8.1 The Member/Cardholder is liable to make full payment of the Total Indebtedness.
- 8.2 The Member/Cardholder may choose to pay an amount less than the Total Indebtedness but he must pay at least the Minimum Payment specified in the Statement.
- 8.3 In any event, payment must be received by Diners Club on or before Payment Date, in default of which Diners Club is entitled to charge and debit to the Card Account all charges and fees calculated according to Condition 7.
- 8.4 Notwithstanding (and without prejudice to) the other provisions of this Agreement, the Member/Cardholder must forthwith pay the Total Indebtedness upon demand by Diners Club made at any time.
- 8.5 Diners Club is entitled in its absolute discretion to appropriate to the Card Account any payment received by Diners Club from the Member/Cardholder in any order of priority and in any manner as it deems fit, notwithstanding any specific appropriation by the Member/Cardholder or any other person making the payment. Without prejudice to the generality of the foregoing, Diners Club may appropriate payments received in the following order of priority:
  - (i) interest, service/finance charges, fees on any Statement;
  - (ii) all transactions (including recurring bill payment, Balance Transfer, Instalment Plan, AXS payment, road tax payment, EZ-Link auto top up, etc) on any Statement;
  - (iii) Cash Advances, Ready Cash and Casino transactions on any Statement;
  - (iv) interest, service/finance charges, fees incurred since the current Statement period;
  - (v) all transactions (including recurring bill payment, Balance Transfer, Instalment Plan, AXS payment, road tax payment, EZ-Link auto top up, etc) made since the current Statement;
  - (vi) Cash Advances, Ready Cash and Casino transactions made since the current Statement period.
- 8.6 A payment to your Card Account is considered to be made on the day that the payment is credited to your Card Account.

## **9 LIABILITY OF MEMBERS / CARDHOLDERS**

- 9.1 Every Cardholder who is authorised to hold a Card and sign/incur bills (whether sign or unsigned) on behalf of a Member is jointly and severally liable with the Member for all charges incurred by the use of the Card and the expression "Member" must construed herein as including such Cardholder where necessary to give effect to this Condition.
- 9.2 Each Member/Cardholder requests Diners Club to issue and Diners Club agrees to issue a new Card periodically at times determined by Diners Club and the Member/Cardholder agrees to be responsible for the annual subscription. Diners Club reserves the right not to issue the same without giving any reason and does not accept responsibility for failure/refusal to issue new Cards as aforesaid.
- 9.3 In the event of the Member/Cardholder failing to perform or being in breach of any of the terms herein or in the event of the Member's/Cardholder's death or bankruptcy, the charges payable to Diners Club shall become due and payable forthwith, and Diners Club reserves their right to terminate forthwith the Card Account.
- 9.4 The Member/Cardholder agrees to surrender the Card upon request by any Diners Club representative. The use of the Card after a request for its surrender or after notice to withdraw or termination of membership under Condition 10.1 is fraudulent and renders the user liable to prosecution.
- 9.5 The Member/Cardholder shall be liable for all legal fees/costs (including solicitor's and client's own costs) and other expenses incurred by Diners Club in the recovery of any outstanding balance (including late payment charges, if any). In the event that Diners Club has to engage the services of external collection agency, all other expenses including commission that is payable to the agency shall be borne by the Member/Cardholder.
- 9.6 If any legal proceedings arising out of or connected with the use of the Card(s) is instituted by Diners Club, the Member and/or Cardholder agree(s) that the process by which such proceedings are begun and other court documents which require service shall be deemed to have been given if served on the Member and/or Cardholder personally or sent to him/her by prepaid post accompanied by a Certificate of Posting or left at the address stated in the Application Form(s) or at his/her usual or last known business or private address. Any such demand notice, Writ of Summons or originating process sent by post shall be conclusively deemed to have been received by the Member and/or Cardholder within three (3) days after the date of such posting despite evidence to the contrary. The Member and/or Cardholder further agree(s) that Diners Club may at its own absolute discretion institute such legal proceedings in Singapore or in any other place whose courts have the jurisdiction to hear and determine any such legal proceedings.

- 9.7 Where the Member/Cardholder wishes to terminate his/her Basic and/or Supplementary Card Account(s), he/she must ensure that the respective Card(s) are cut into halves and duly received by Diners Club. Until then, the Member/Cardholder shall continue to be jointly and severally liable for charges incurred by the respective Supplementary Cardholder(s).

## **10 DINERS CLUB'S DISCRETION**

- 10.1 Diners Club reserves the right at any time (in its absolute discretion and without giving notice to the Member/Cardholder or assigning any reason therefor) to restrict or limit a Member's/Cardholder's credit or to refuse or otherwise withhold credit and other privileges whether permanently or temporarily or forthwith to determine membership and to withdraw all privileges whether attached to the use of the Card or otherwise, and further the right to circulate to all supplier establishments and any other interested persons notice of such privilege being withdrawn. Diners Club may, if it deems fit, grant credit to the Member/Cardholder subject to his/her positive identification.
- 10.2 Charges incurred by a Member/Cardholder shall at the absolute discretion of Diners Club become immediately due and payable regardless of Condition 2 aforesaid if Diners Club so demand payment of the same (whether orally or in writing) or render a Statement. The Member/Cardholder undertakes to pay the amount demanded forthwith.
- 10.3 Diners Club may at its own absolute discretion and at its own expense take out any insurance policy (called "the policy") with any insurance company of its own absolute choice for any duration and any amount and upon such terms and conditions as it deems fit for the benefit and as agent for and on behalf of the Member/Cardholder and/or his/her spouse (not divorced or legally separated) and/or his/her dependent children of a certain age limit as Diners Club may so decide in connection with the incurrance of certain type(s) of charge as Diners Club may so decide which is charged entirely and in advance through the Card by the Member/Cardholder. The Member/Cardholder on his/her own behalf and as agent for his/her spouse and/or his/her dependent children hereby agrees that in so taking out such insurance policy, Diners Club is acting merely as his/her/their agent and that any claim and notice thereof under the policy will be made by himself/herself/themselves at his/her/their own expense against the insurance company only and that in the event the insurance company rejects any claim made under the policy for any reason whatsoever or if the insurance company avoids the policy for whatsoever reasons including the negligent non-compliance by Diners Club, its servants or agents of the terms and conditions of the policy, no claims whatsoever shall be made, brought or maintained against Diners Club and Diners Club shall not be liable in whatsoever manner to the Member/Cardholder and/or his/her spouse and/or his/her dependent children.

## **11 DINERS CLUB EXCLUSION OF LIABILITY**

- 11.1 Diners Club will not be responsible for the quality or performance of any goods/services supplied or any goods/services not supplied or utilised (whether fully or partially due to whatsoever reasons) by any merchant or supplier establishment in pursuant to or in relation to any card transactions. The existence of a claim or dispute between the supplier establishment and the Member/Cardholder shall not entitle the Member/Cardholder to cancel the disputed charge or withhold payment of his/her monthly or periodical Statements or any part thereof.
- 11.2 Diners Club is not liable in any way if any merchant, supplier establishment, the Participant or Participating Outlet refuses to accept or honour the Card for any reason or cease trading or business operations due to whatsoever reasons and is unable to continue to honour the Member/Cardholder's transactions.
- 11.3 Diners Club is not liable if it is unable to perform its obligations under this Agreement due, directly or indirectly, to the failure of any machine, system of authorisation, data processing or communication system or transmission link or any industrial dispute, war, Act of God or any other force majeure events outside the control of Diners Club, its servants or agents.
- 11.4 If Diners is unable to produce or send a Statement to the Member/Cardholder for any reason, the Member's/Cardholder's liability for interest will continue and for the purpose of calculating interest and establishing the date on which payment is due, Diners Club may select a date each month as the Statement date.
- 11.5 Diners Club is not liable in any way for any injury to the credit, character and reputation of the Member/Cardholder arising from and in connection with any re-possession or request for re-possession.
- 11.6 Diners Club is under no liability whatsoever to a Member/Cardholder in respect of any action carried out (whether negligently performed or not) by Diners Club, its servants or agents pursuant to or in purported pursuance of its rights under Conditions 9.4, 10.1 and 13.1 herein.

## **12 AMENDMENTS TO TERMS & CONDITIONS**

- 12.1 Notwithstanding Condition 10.1 herein, Diners Club may from time to time issue various types of charge/credit cards on its own or in cooperation with other parties and/or offer other charge/credit card plans, promotions, privileges, facilities and services to its Members/Cardholders on such terms and conditions as it thinks fit. In such event, such terms and conditions applicable to the other charge/credit card plans and other promotions and services shall be additional and shall be deemed to be part of these terms and conditions and each Member/Cardholder is bound by the same.
- 12.2 Diners Club shall be entitled without notice to vary, alter and amend these Terms and Conditions and/or include new Terms and Conditions at its discretion and such variation, alteration, amendment and/or inclusion shall be effective on the date indicated by Diners Club.

## **13 DISCLOSURE OF INFORMATION**

- 13.1 Diners Club reserves the right to circulate to all supplier establishments and any other interested persons the Card numbers of new, renewed or replaced Cards.
- 13.2 The Member/Cardholder authorizes Diners Club and its affiliates to disclose without any liability or notice to the Member/Cardholder any information relating to them and their use of the Card Account/Card(s) at Diners Club's sole discretion to any third party as Diners Club may deem fit, including but not limited to any credit bureau of which Diners Club is a member or subscriber, and/or to any other members, subscribers and/or compliance committee of such credit bureau and/or to any other person to whom disclosure is permitted or required by any statutory provision or law. Diners Club will use its best efforts to rectify any discrepant information relating to the Member/Cardholder and Diners Club shall not be liable for any claims or damages arising therefrom. For the purpose of assessing the credit worthiness of the Member/Cardholder, Diner Club may obtain information relating to him/her from any Credit Bureau or reference agencies, banks and other creditors and he/she consents to them disclosing information about him/her to Diners Club. The Member/Cardholder consents and agrees that such information provided may be disclosed confidentially by Diners Club to Diners Club International, any Diners Club Franchises, their affiliates, service providers and to Member's/Cardholder's employer, its associated companies and affiliates.
- 13.3 The Member/Cardholder consents, in connection with any, or any proposed, novation, assignment, transfer or sale of any of Diners Club's rights and/or obligations with respect to or in connection with his/her Card Account(s) and any facilities and services available in connection with the card to any novatee, assignee, transferee, purchaser or any other person participating or otherwise involved in such, or such proposed, transaction, to the disclosure, to any such person, by Diners Club, of any and all information relating to the Member/Cardholder, his/her Card Account(s) with Diners Club, this agreement and any security, guarantee and assurance provided to secure his/her obligations thereunder and any other information whatsoever which may be required in relation thereto.

## **14 MISCELLANEOUS**

- 14.1 Annual subscription fees paid are non-refundable.
- 14.2 If any one or more of the provisions of this Agreement or any part thereof is declared to be illegal, invalid or unenforceable under any applicable law of a country, it will not affect the legality, validity or enforceability of the remainder of this Agreement in that jurisdiction or the legality, validity or enforceability of this Agreement in any other jurisdictions.
- 14.3 Any insurance or other benefit procured by Diners Club for Members/Cardholders from time to time whether gratuitously or otherwise may be revised, terminated or discontinued at any time by Diners Club without prior or any notice to the Members/Cardholders.
- 14.4 Diners Club reserves the right to engage any debt collection agent and/or solicitor to recover all outstanding balances due to Diners Club and the Member/Cardholder agrees that Diners Club reserves the right at any time to disclose the account number and/or any other information pertaining to the Card Account without giving any notice and/or reason thereof to the Member/Cardholder.
- 14.5 Any partial payment of any sum due if accepted is done without prejudice to Diners Club's rights to make a claim for the whole outstanding sum and Diners Club may at its absolute discretion reject any partial payment of any sum due.
- 14.6 The Member/Cardholder(s) authorise Diners Club to verify and exchange information on them from whatever sources as may be required and to release such information as may be obtained to any other party as may be required without reference to the Member/Cardholder(s).
- 14.7 The Member/Cardholder consents to Diners Club's and/or any of its Co-branders usage at their sole and absolute discretion as they deem fit of the personal information provided by the Member/Cardholder for marketing purposes in any medium with their selected business partners.
- 14.8 The obligations of the Member/Cardholder shall continue to be valid and binding for all purpose whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be

made in the constitution of Diners Club or in any company through which the business of Diners Club may for the time being be carried and the obligations of the Member/Cardholder shall be valid, binding and enforceable as between the Member/Cardholder and such company carrying on the business of Diners Club for the time being.

- 14.9 Time whenever mentioned shall be the essence of this Agreement and no failure to exercise and delay in exercising on the part of Diners Club of any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative to and not exclusive of any rights or remedies provided by law.
- 14.10 This Agreement shall be binding upon the heirs, personal representatives and successors-in-title of the Member/Cardholder and on the successor-in-business and assigns of Diners Club.
- 14.11 This Agreement between Diners Club and the Member/Cardholder(s) shall be deemed to have been made and executed at Diners Club office in Singapore and any breach of the terms and conditions stated herein shall be deemed to have arisen in Singapore irrespective of where the Member/Cardholder may reside or where the Transaction may have taken place.

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CR11(1011)