DINERS CLUB CHARGE CARD

TERMS & CONDITIONS

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

1 DEFINITIONS

"ATM" means automated teller machine. It may or may not be operated by us.

"Basic Cardholder" is the person in whose name the Card Account is maintained or in the case of a Corporate Card, the person who is authorised to incur charges on the Card Account on behalf of the Corporate Member.

"Card" means a Diners Club Charge Card and, as the context requires, any numbers or details that allow use of the card without it being presented and any numbers or details that we provide instead of a physical card and includes any card issued in replacement or renewal thereof.

"Card Account" means the account maintained by us in accordance with these terms and conditions.

"Cash Advance" means a cash advance you obtain by use of a Card or in another way we authorise which is debited to the Card Account. It includes an advance made by disbursement.

"Corporate Card" is a Card issued pursuant to a corporate account application form. The Card Account is in the name of the Corporate Member.

"Corporate Member" is the business (such as a company, sole trader or partnership) in whose name the Card Account is maintained when the Card Account was opened pursuant to a corporate account application form.

"Credit Limit" means the maximum debit balance permitted by us on the Card Account and notified to the Basic Cardholder from time to time, and is the limit which the Basic Cardholder and, where applicable, any Supplementary Cardholder(s) are collectively permitted to effect Card Transactions.

"Digital Payment Service" means any digital or other electronic payment or wallet service made available from time to time for use by any Cardholder in connection with his/her Cards enrolled with such service for effecting payment or other transactions via any Enabled Device.

"Enabled Device" means a compatible mobile communications or other device associated with one or more Cards issued to a Cardholder and enrolled by the Cardholder with us for use in connection with payment or other transactions through a Digital Payment Service.

"Establishment" means a person, company, firm, partnership, business or organisation which accepts the Card in payment for goods or services.

"Spending Limit" means a part of the Credit Limit which is allocated to the Supplementary Cardholder up to which the Supplementary Cardholder is permitted to effect Card Transactions.

"Payment Due Date" is the date specified on a Statement as the payment due date.

"Permitted Purposes" has the meaning given to it in clause 16.2.

"Personal Data" means personal data (as defined under the Personal Data Protection Act 2012) relating to you that you provide to us for the purpose of the Card Account or your Card or use of any Digital Payment Service.

"PIN" means the personal identification number given by us and any replacement number recorded on our system.

"Principal Card" means a Card issued to a Basic Cardholder.

"Statement" means the monthly or other periodic statement which we issue to the Basic Cardholder or, when the Card is a Corporate Card (who may be the Basic Cardholder), the holder of the Corporate Card or the Corporate Member.

"Statement Period" is the period specified on a Statement as the period to which the Statement relates.

"Supplementary Cardholder" is the person other than a Basic Cardholder to whom a Card (other than a Corporate Card) is issued and whose Transactions are debited to the Card Account.

"Supplementary Card" means a Card issued to a Supplementary Cardholder.

"Total Indebtedness", at any time, means the total amount owed (actually or contingently) by you to us on the Card Account, including all Transactions, interest, fees and charges.

"Total Minimum Interest" means the minimum interest to be paid by you for a Transaction(s), with the amount being specified on the relevant Statement.

"Transaction" means a transaction (including the purchase of goods and services, automatic bill payments and Cash Advances) initiated with a Card or debited to the Card Account by any means, including by a manual use of the Card, by the use of the Card in an electronic device, through any Digital Payment Service and/or Enabled Device or in the course of a post, telephone or internet order. A reference to the Card being used includes those transactions.

"You" and "your" means the Basic Cardholder and, unless it is not appropriate, the Supplementary Cardholder. If the Card is a Corporate Card it means the person who holds the Corporate Card and the Corporate Member.

"We", "our" and "us" means Diners Club (Singapore) Private Limited, including our successor in title or permitted assigns.

"Website" means www.dinersclub.com.sg.

Headings are for convenience only and do not affect the interpretation of these terms and conditions. Unless the context otherwise requires, references to the singular includes the plural and vice versa and references to natural persons includes bodies corporate. Discretion means our sole and absolute discretion. A reference to "post" and "posting" includes mailing by ordinary post. The word "including" is not to be taken as limiting the meaning of words preceding it.

2 THE CARD AND USE OF THE CARD

2.1 The Card is our property.

2.2 By signing on or using the Card or by activating any Card, and/or completing any activation procedure for any Enabled Device or Digital Payment Service, you are bound by the terms and conditions of this Card, and any other terms we may designate as applicable in respect of such Card and/or Digital Payment Service or any Enabled Device (as the case may be) and to be liable for all transactions made by or through the same. If you do not wish to agree to these terms and conditions you should destroy your Card and notify us you have done so or, if there is no physical Card, you should not use the numbers or details and notify us that you do not agree to these terms and conditions.

2.3 We may, at our absolute discretion, issue a PIN to you for use in combination with your Card. The PIN may be collected personally by you or sent by post to you at your risk. You must keep the PIN separate from the Card, not disclose the PIN and take all care to prevent the PIN from being disclosed to any other person. If you intend to use your Card in connection with any Digital Payment Service, you must comply with such security measures and procedures we may designate, security and other procedures as may be prescribed by us from time to time.

2.4 The Card is not transferable. You must not give the Card or the Card Account number to anyone else.

2.5 You can only use the Card during its validity period as embossed on the Card or as advised by us. During its currency the Card entitles you and no one else to use the Card for Transactions with an Establishment. Before the Card expires we may issue a replacement Card and, if it is in physical form, you must sign it immediately on receipt. Any Enabled Device enrolled or registered for use of the Card via Digital Payment Services may only be used for such period and in such manner as prescribed by us.

2.6 Digital Payment Services may not be available for use at all merchants or outlets, or outside Singapore. Card charges, privileges and benefits in respect of transactions made via Digital Payment Services may differ from those applicable in respect of transactions not made via Digital Payment Service.

2.7 You must not seek a cash refund for goods or services purchased using the Card. The Establishment may give a credit to the Card Account.

2.8 You must not use the Card for an unlawful purpose or if you are unable to satisfy your obligations as and when they fall due to be satisfied.

3 THE CARD ACCOUNT

3.1 You shall be liable for the face value of all Transaction made by the use of the Card even if a charge slip is not signed by you. Transaction made without your signature may include transaction made or effected via any Enabled Device(s), and/or where any Card has been enrolled on multiple Enabled Device(s), and in each instance, whether by you or any other person (whether with or without your knowledge or authority); orders placed by telephone, facsimile, post, e-mail or internet; direct debit authorisation; or use of the Card in an ATM, at an Establishment's point of sale terminal/card reader or in a payphone which accepts the Card. You warrant and confirm that you have obtained all requisite consents for the use of any Enabled Device(s).

3.2 The face value of all Transactions and all charges, fees, instalments and other sums payable shall be debited to the Card Account. The Card Account shall be payable in Singapore dollars using a payment method described on the Website or the Statement. You must make arrangements to pay in one of those ways even if you are absent from Singapore.

3.3 A Transaction in a foreign currency shall be converted into Singapore dollars using a retail rate offered by an institution chosen by us applying on the working day before the day of processing plus a conversion commission. The conversion commission is stated on the Website. We may convert through a different currency. Amounts incurred in a foreign currency and converted by a third party using its rate into another foreign currency shall be restated into Singapore dollars using that policy. Amounts incurred in a foreign currency and converted into Singapore dollars by a third party (at the rate used by that third party before being submitted to us) will be subject to such administrative and other fees provided on the Website.

3.4 Statement in respect of all amounts debited to the Card Account shall be available on a monthly or other periodic basis, to be determined by us. We shall send a Statement to you by ordinary post, or made available via our Website or other electronic means. We reserve the right not to provide a Statement for any period during which the Card Account is inactive. In the case of a Corporate Card, the Statement is sent to the person to whom the Card is issued and records the Transactions

initiated by the use of that Card. The Corporate Member can obtain limited information concerning the Card Account. In the case where the Corporate Card is issued under the Corporate Member's liability, a consolidated Statement shall be sent to the Corporate Member.

3.5 You must examine the Statement upon receipt and give us written notice of any discrepancy within 14 days from the date of the Statement. If you have chosen to view the Statement online you will be considered to have received it when it is available for viewing. If we do not receive that notification from you, the Statement shall be considered correct and you shall be liable for the stated balance accordingly.

3.6 You must promptly notify us in writing of any intention to reside outside Singapore; a change to your name, address or contact details; and a change to your salary or your employer. You must also promptly give us any information about you that we request and tell us if that information changes.

4 CREDIT LIMIT

4.1 We offer a maximum credit limit, subject to the regulatory credit limit from time to time. The actual credit limit offered is subject to our absolute discretion based on applicable laws. We may at any time reduce the Credit Limit without prior notice to you. Should the supporting documents you submit reflect a lower earned income than what was previously declared, we reserve the right to adjust the current credit limit to reflect the prevailing earned income.

4.2 We shall not set a Credit Limit in excess of that requested by you or, in the case of a Corporate Card, by the Corporate Member. The Credit Limit stated on the credit card folder which enclosed the Card shows the initial Credit Limit. If there is no credit card folder, we shall notify you the amount of the initial Credit Limit by e-mail or other way as we deem fit, including in the relevant letter of offer. The Credit Limit will also be shown on the Statement. If the Card is a Corporate Card we may decide not to state the Credit Limit in those ways and instead advise the Corporate Member as to the Credit Limit in other way as we deem fit.

4.3 You must ensure that the amount you owe (actually or contingently) on the Card Account does not exceed the Credit Limit. If it does, you must immediately pay the excess. If you have two or more accounts (including the Card Account) you must also ensure that the aggregate amount you owe (actually or contingently) does not exceed the maximum credit limit which you have for an account. If it does, you must immediately pay the excess. In the case of a Corporate Card we shall set one Credit Limit which applies to each Card Account with the Corporate Member and each of the Corporate Cards issued for those Card Accounts.

4.4 Some Transactions may need to be authorised by us. We may refuse to authorise any Transaction even if the Credit Limit has not been or will not be exceeded. We may charge and debit the Card Account the amount of each and every transaction made or effected through the use of the Card whether by you or any other person and whether with or without your knowledge or authority and notwithstanding that the outstanding balance on the Card Account has exceeded or would as a consequence exceed the Credit Limit.

4.5 The Credit Limit shall be cancelled if each Card Account you have is terminated. The Credit Limit for a Corporate Card is cancelled if the Card Account which the Corporate Member has is terminated. If you fail to settle the minimum payment due on or before the Payment Due Date specified on a Statement, we may (without limiting our other rights) reduce or cancel the Credit Limit.

5 SPENDING LIMIT FOR SUPPLEMENTARY CARDHOLDER

5.1 The Basic Cardholder shall be allocated a Credit Limit which shall be the maximum debit balance permitted by us on the Card Account for both the Principal Card and the Supplementary Card. The Credit Limit shall at all times be the limit up to which the Basic Cardholder and, where applicable, the Supplementary Cardholder are collectively permitted to effect Card Transactions.

5.2 The Basic Cardholder may allocate a part of the Credit Limit permitted by us on the Principal Card Account to the Supplementary Cardholder as the Spending Limit.

5.3 The Supplementary Cardholder shall be notified by the Basic Cardholder, and not by us, on the Spending Limit. The Supplementary Card, its PIN and all communications relating to the Supplementary Card (including any information on the Spending Limit) shall only be sent to the Basic Cardholder.

5.4 Subject to the Credit Limit, the minimum Spending Limit of the Supplementary Cardholder shall be S$500.00.

5.5 The Spending Limit of the Supplementary Cardholder shall revert to the pre-set limit set by the Basic Cardholder at the expiry of each statement cycle, provided always that the Credit Limit of the Basic Cardholder shall not be exceeded for such period.

6 CHANGE/INCREASE SPENDING LIMITS FOR SUPPLEMENTARY CARDHOLDER

6.1 Subject to the Credit Limit, the Basic Cardholder may write in to change the Spending Limit for Supplementary Cardholder.

6.2 Only the Basic Cardholder, and not the Supplementary Cardholder, shall be entitled to request us for an increase in the Spending Limit.

7 CASH ADVANCES AND USE OF AN ATM

7.1 When you are issued with a PIN you may, at our absolute discretion, obtain a Cash Advance locally or overseas by using your Card and/or PIN. The Cash Advance may be obtained in ways we stipulate from time to time. These may include:

(a) Presenting the Card at a Diners Club participating office, an Establishment or a financial institution stipulated by us. You will need to provide evidence of your identity and sign the necessary Transaction record;

(b) Using the Card and PIN at an ATM which accepts the Card.

7.2 The Cash Advance available to you is subject to your Credit Limit. We may also impose a further limit (which may or may not be advised to you) and the relevant office, ATM, Establishment or financial institution may impose its own daily withdrawal or other limit.

8 INTEREST

8.1 Interest accrues daily during a Statement Period on the balance of:

(a) each Cash Advance; and

(b) the Total Indebtedness (excluding the principal amount of each Cash Advance) unless the closing balance of:

- the Statement for that Statement Period; and
- the Statement for the previous Statement Period,

are paid in full by the Payment Due Date shown on the respective Statement.

8.2 The interest accrues at the rate specified on the Website. Any interest which accrues during a Statement Period is debited to the Card Account. If you have more than one Card Account the interest accrues in accordance with the terms and conditions herein separately for each Card Account and is debited to the relevant Card Account. The accrual of interest does not affect your obligation to pay on time in accordance with clause 10.

8.3 Interest which accrues on a Cash Advance is debited to the Card Account on the last day of the Statement Period.

8.4 If the interest accrues on Total Indebtedness (excluding the principal amount of each Cash Advance) and the closing balance of the Statement for the previous Statement Period is not paid in full by the Payment Due Date shown on that Statement the interest is debited on the last day of the Statement Period. Otherwise, it is debited on the last day of the next Statement Period.

8.5 If the interest debited to a Card Account during a Statement Period is less than the Total Minimum Interest specified on the Statement the interest will be increased to the Total Minimum Interest amount and that amount will be debited to the Card Account. We may vary the Total Minimum Interest from time to time.

8.6 You are not entitled to interest on any credit balance on a Card Account.

8.7 All interest, fees and charges are payable before and after judgment.

9 FEES AND CHARGES

9.1 We are entitled to debit to the Card Account:

(a) a late payment charge if the balance specified on a Statement is not received by us on or before the Payment Due Date;

(b) a Cash Advance fee in respect of each Cash Advance; plus any service charge or other fee imposed by an ATM operator in respect of an ATM Cash Advance;

(c) an extraction fee for each charge slip (whether signed or unsigned) which we deliver to you or if you ask us to provide a Statement for a Statement Period which is 3 to 24 months before the request date;

(d) a processing fee if we do something (such as give you access to Personal Data about you) as specified on the Website;

(e) a Card replacement fee if the Card is replaced;

(f) a cheque returned fee/GIRO returned fee for each cheque delivered or GIRO instruction in purported payment towards the Card Account which is dishonoured or rejected; and

(g) an administration fee for each declined ATM Cash Advance Transaction.

9.2 The amount of a fee or charge levied in accordance with clause 9.1 is specified on the Website and the Website may also provide further information as to how it is to be determined and paid. We may change the fee, charge or information from time to time.

9.3 Annual fees are payable for use of a Card at such rates as we advise on the Website or by notice to you. Annual fees can be debited to the Card Account and once paid, are non-refundable.

9.4 If you use a participating airport lounge we may debit a usage fee to the Card Account. If your guest uses the lounge the provider may levy a charge which will be a Transaction debited to the Card Account.

9.5 A recoupment fee can be levied by an ATM network for its effort in investigating a dispute regarding a cash withdrawal from the ATM when the investigation does not support your claim and that fee will be a Transaction debited to the Card Account.

9.6 All fees and charges for goods or services supplied by us to you will be subject to payment of any tax (including Goods and Services Tax) levied under any law which applies at any time and you must pay the tax unless otherwise agreed by us in writing.

9.7 We may at our absolute discretion vary the amount, rate, type and basis of calculation of all interest, fees and charges payable by you without notice.

10 PAYMENTS

10.1 You agree and must ensure that all payments are received by us on due date in full, in immediately available funds, and in the currency in which they are due.

10.2 You must pay the outstanding Card Account balance on or before the Payment Due Date.

10.3 Notwithstanding anything to the contrary, you must pay the Total Indebtedness immediately upon the Card Account being terminated or a demand being made by us. We may at our sole discretion make that demand at any time and the demand can be for all or any part of the Total Indebtedness. The demand may be oral or in writing and can be made even though we may not have sent a Statement specifying the amount demanded.

10.4 We are entitled at our sole discretion to allocate any payment received by us against any amount comprising the Total Indebtedness as we may determine or select. This is despite any specific appropriation by you or any other person.

10.5 A payment is considered to be made on the day it is credited to the Card Account.

11 LOST, STOLEN OR DAMAGED CARDS

11.1 If you are issued with a physical card and the Card is damaged, you should destroy it and request for a replacement card.

11.2 If the Card or Enabled Device is lost or stolen, or you suspect it has been used by anyone other than you, you must notify us immediately. Similarly, if the Card numbers or details become known to anyone other than an Establishment or another person is aware of your PIN you must notify us immediately. The notifications must be provided by telephone as specified on the Website or on the last Statement. You will provide a statutory declaration, a police report and other information if we ask you to.

11.3 Before you give us notification under clause 11.2 the maximum liability you have for Transactions (other than Transactions effected by the use of the Card at any ATM) which were not authorised by you is S$100.00 so long as you have not acted fraudulently or negligently, and have used reasonable care and diligence in safeguarding the Card and given us notification under clause 11.2 as soon as reasonably practicable. You will not be liable for Transactions not authorised by you if we are satisfied that the said Transactions were effected after you have provided the notification. You should note the definition of a “Card” includes the numbers and details associated with a card, and a “Card” does not refer only to a physical card.

11.4 If it comes to our knowledge that you have acted fraudulently, negligently, or that you have failed to use reasonable care and diligence in safeguarding the Card or failed to so inform us, you are liable for the full amount. If you refuse to settle the outstanding charges, we reserve the right to terminate the Card as well as take such actions as we may be advised to recover the amount.

11.5 If a lost or stolen Card is found, you must immediately destroy it and notify us when you have done so.

12 YOUR LIABILITY

12.1 You shall be liable for all Transactions effected by the use of the Card at any ATM whether with or without your knowledge or authority and you irrevocably authorise us to charge to the Card Account the amount of each of those Transactions. However, you will not be liable for those Transactions if we are satisfied that the Transactions are not authorised by you and they are effected after you have given us notification in accordance with clause 11.2. In absence of such notification, we shall be entitled to treat any person in physical possession and control of the Card or any Enabled Device as the rightful holder or user thereof, and accordingly entitled to rely on any electronic signature, digital certificate or use of the Card or Enabled Device as evidence that a Transaction has been

authorised and properly effected. A Basic Cardholder shall be liable for all Transactions on the Card Account irrespective of whether the Transaction is on the Card issued to the Basic Cardholder or the Supplementary Cardholder. A Basic Cardholder must ensure that all Cards issued to the Basic Cardholder or to the Supplementary Cardholder are used in accordance with these terms and conditions. A Basic Cardholder shall be liable for any failure by the Basic Cardholder and/or the Supplementary Cardholder to comply with these terms and conditions.

12.2 A Supplementary Cardholder shall be jointly and severally liable with the Basic Cardholder for all Transactions in connection with the Card issued to the Supplementary Cardholder. A Basic Cardholder must ensure that the Card issued to the Supplementary Cardholder is used in accordance with these terms and conditions. A Basic Cardholder shall be liable for any failure by the Basic Cardholder and/or the Supplementary Cardholder to comply with these terms and conditions.

12.3 The Basic Cardholder is liable for the Total Indebtedness in connection with the Card, and the Card of each of its Supplementary Cardholder, and is jointly and severally liable with each Supplementary Cardholder for the Total Indebtedness in connection with each Supplementary Card.

12.4 Each Supplementary Cardholder is liable for the Total Indebtedness in connection with the Card issued to such Supplementary Cardholder, but is not responsible for the Total Indebtedness in connection with the Card or any Card issued to the Basic Cardholder or any Card issued to another Supplementary Cardholder.

12.5 For the avoidance of doubt, the Total Indebtedness owing to us shall not be affected or prejudiced by any dispute, counterclaim or set-off between the Basic Cardholder and any of the Supplementary Cardholder.

12.6 The discharge of any liability or waiver of our rights against the Basic Cardholder or any Supplementary Cardholder shall not affect or prejudice the liability and obligations of any other Cardholder under this Agreement.

12.7 In the case of a Corporate Card, the Corporate Member shall be, together with the Basic Cardholder, liable for all Transactions on the Card Account and the Corporate Member and the Basic Cardholder or any person to whom the Corporate Card is issued shall be jointly and severally liable for all Transactions in connection with the Corporate Card issued to that person. However, if the corporate account application form pursuant to which the Card Account is opened expressly states that either the Corporate Member is solely liable for all Transactions on the Card Account or that the person to whom the Corporate Card is issued is solely liable for all Transactions made using the Corporate Card, the liability shall be limited accordingly.

12.8 If you fail to perform or breach any of these terms and conditions or in the event of your death or bankruptcy, the Total Indebtedness will become immediately due and payable, and we may immediately terminate the Card Account.

12.9 You shall be liable for all legal fees/costs on a full indemnity basis and other expenses incurred by us in the recovery of the Total Indebtedness. If we engage the services of an external collection agency all expenses, including commission that is payable to the agency, will be borne by you.

12.10 If you wish to terminate your Card Account you must give us instructions in writing to terminate the Card Account and ensure that each Card in physical form (including a Card held by a Supplementary Cardholder) is destroyed. A Basic Cardholder may cancel the Card held by the Supplementary Cardholder by giving notice to us and is responsible for ensuring that the Card held by the Supplementary Cardholder is destroyed if it is in physical form, disabled the use of the Card on any Enabled Device, or terminate access to or use of any Digital Payment Systems. A Supplementary Cardholder may cancel the Card he/she holds by giving notice to us and is responsible for ensuring that the Card is destroyed if it is in physical form, disabled the use of the Card on any Enabled Device, or terminate access to or use of any Digital Payment Systems. A Corporate Member may cancel a Corporate Card by giving notice to us and ensuring the Corporate Card is destroyed if it is in physical form. The holder of a Corporate Card may cancel the Card by

informing us and the Corporate Member and is responsible for ensuring that the Card is destroyed if it is in physical form, disabled the use of the Card on any Enabled Device, or terminate access to or use of any Digital Payment Systems. Until the Card is cancelled and/or destroyed in that way, you shall be liable for all Transactions in relation to the Card and, in the case of a Card held by a Supplementary Cardholder, the Basic Cardholder and the Supplementary Cardholder are jointly and severally liable in accordance with clauses 12.2, 12.3 or 12.4.

12.11 The Basic Cardholder and, where applicable, the Supplementary Cardholder agree jointly and severally to indemnify and keep us indemnified, harmless against all claims, demands, actions and proceedings which may be made against us and in respect of all damages, liabilities, losses, costs and expenses (including legal costs on a full indemnity basis) which may be incurred, sustained or suffered, directly or indirectly, by us in connection with or arising from the use or misuse of the Card, use or misuse of any Enabled Device or any Digital Payment Service, breach of these terms and conditions by you or a breach of any law (including exchange control and tax laws) by you. If you are the Basic Cardholder, this includes a use, misuse or breach by the Supplementary Cardholder. If you are a Corporate Member, this indemnity extends to all Corporate Cards and all breaches by the holder of a Corporate Card unless the corporate account application form pursuant to which the Card Account is opened expressly states that the person to whom the Corporate Card is issued is solely liable for all Transactions made using the Corporate Card.

13 OUR DISCRETION

13.1 We are entitled, at our sole and absolute discretion, to require that you return a Card to us; issue or refuse to issue a replacement Card or new PIN; cancel or change a PIN which is issued; or withdraw the right to use a Card, PIN or Cash Advance facility. If we issue a replacement Card, we may do so on conditions we may specify, including without limitation undertaking such procedures for re-registration or re-enrolment of the replacement Card for any Digital Payment Service. The use of the Card after we have required that it be returned or not used is fraudulent and renders you liable to prosecution.

13.2 We may at any time (at our sole and absolute discretion and without giving notice or reasons) suspend or terminate the Card Account, use of your Card on any Enabled Device, your access to or use of any Digital Payment systems or refuse or withhold any privileges (whether permanently or temporarily). If the Card Account is terminated, we may stop accepting recurring charges which you have authorised to be paid by a charge to the Card. If we inform you that the Card Account is terminated you must ensure that each Card in physical form is immediately destroyed and give us any evidence we require that it has been duly destroyed.

13.3 We may at our absolute discretion and at our cost take out an insurance policy which provides coverage to you and some members of your immediate family. We shall determine the risks which are covered under the policy, the benefits available, the terms and conditions and the insurer. There is an outline of the policy on the Website and you should refer to the policy mentioned in the outline. We may end the coverage or change the policy, the insurer or the outline at any time without prior notice. We are not an insurer. The policy is taken out by us with the insurer on your behalf and on behalf of any family member who could benefit from the policy. You and your family member who may benefit need to consider the policy to determine whether it will be sufficient. You shall, at your cost, be responsible for making or enforcing any claim which you may have against the insurer. You must not make a claim against us even if the insurer fails to satisfy a claim due to anything which we have done or failed to do.

14 VARIATION OF TERMS

14.1 We may at any time change and/or amend the terms and conditions of this Terms and Conditions and/or introduce new terms and conditions as we may at our absolute discretion deem fit by

providing you with reasonable notice, and such amendments, when made, shall be deemed to be part of the Terms and Conditions, and you shall be bound by the same.

14.2 If you do not agree to be bound by the changes, you shall cease all use of the Card and any services available in connection with the Card and shall terminate this Terms and Conditions immediately by giving written notice to us and returning to us the Card duly cut in half. You agree that if you continue to use the Card or the services available in connection with the Card after being notified of such change to this Terms and Conditions, such use shall constitute an affirmative:

(a) Acknowledgement by you of this Terms and Conditions and its changes; and

(b) Agreement by you to abide and be bound by this Terms and Conditions and its changes.

15. EXCLUSION OF LIABILITY

15.1 We are not responsible for any actual or consequential loss or damage which may be suffered by you or any other person (including for any injury to credit, character or reputation) arising from or in connection with the Card or any Enabled Device or any Digital Payment Service; any termination of the Card Account; any termination of any Digital Payment Service; any failure to authorise a Transaction; the use or misuse of the Card or the PIN; any misuse of an Enabled Device; any malfunctioning of an Enabled Device; or a failure to obtain a Cash Advance with the Card, or we do not issue a new Card or new PIN; if you do not receive a Card; we ask you not to use any privileges associated with the Card, or withdraw the right to use it.

15.2 We shall not be liable in any way if any Establishment or any member of the Diners Club network refuses to accept the Card, ceases trading or business operations or does not honour your Transactions. We are also not liable in any way in respect of any action carried out (whether negligently or not) by us, our servants or our agents pursuant to or in purported pursuance of our rights.

15.3 We shall not be liable in any way if your Card or any Enabled Device(s) be rejected by a merchant or any terminal used to process Card Transactions or if we refuse for any reason to authorise any Card Transaction.

15.4 We shall not be liable in any way if we are unable to perform our obligations due, directly or indirectly, to the failure of any machine, system of authorisation, data processing or communication system or transmission link or industrial dispute, war, riots, or other types of civil unrest, pandemic or health crises (and measures taken by any government in response), act of God or any other event outside of our control.

15.5 We shall not be responsible for the quality or performance of any goods/services supplied or any goods/services not supplied (whether fully or partially due to any reason) by any Establishment in relation to any Transaction. You must raise any claim or dispute directly with the Establishment. A claim or dispute between an Establishment and you will not give you any rights against us and will not entitle you to cancel the disputed charge or withhold payment of the Total Indebtedness or any part of it.

15.6 If we are unable to send a Statement to you for any reason, your liability for interest shall continue and for the purpose of calculating interest the Statement Period and the Payment Due Date will be determined by us. The liability of a Corporate Member is not affected by the Statement being provided or not being provided to the person to whom the Corporate Card is issued.

15.7 We do not have to give you any charge slip (whether original or copy). You must keep a copy of the charge slip (whether signed or unsigned) given by an Establishment at the point of sale for the verification of the charges incurred. If you ask us for a copy of any charge slip, we shall endeavour to, subject to the provisions herein, provide reasonable assistance to you to obtain a copy from the Establishment provided that the request is not made more than 60 days from the date the charge was incurred and the Establishment still has possession of the charge slip. Notwithstanding

anything to the contrary, you must not withhold payment or refuse to pay the Total Indebtedness or any part of it if we are unable to assist you in obtaining a copy of any charge slip from the Establishment or while we are in the process of assisting you in obtaining a copy of the charge slip.

15.8 A Corporate Member may ask us to set a limit for the Transactions which can be incurred by the use of a particular Corporate Card or restrict the Transactions which can be initiated by a particular Corporate Card. We may agree to the request at our absolute discretion. Even if we agree to it, your liability is not affected if the limitation or restriction is not imposed. For example, the limitation or restriction may not be effective if the Corporate Card is used off-line or the Transaction does not have to be authorised by us.

15.9 You acknowledge that the use of any Enabled Device or Digital Payment System may be subject to security risks and that insofar as permissible under applicable law, you are solely liable for any Transaction effected with an Enabled Device or using any Digital Payment Service and all loss, damage or claim arising in connection with any such use. You must keep the Card and any Enabled Device secure in respect of both physical and electronic environments and further agree that it is your responsibility to ensure your PINs, passwords and other Card and security details are not disclosed to any person, to equip your personal computer and other personal devices with the latest anti-virus, anti-malware and firewall software and ensure they are not prone to viruses and malware.

16. COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA

16.1 You authorise us and our representatives to contact your bankers and any other source to obtain and verify any Personal Data about you as authorised or required by law.

16.2 You consent to the collection, use, disclosure and processing of your Personal Data and information relating to the Card Account and your use of the Card by us and any of our officers, employees, agents, contractors or service providers for any of the following purposes (collectively, the "**Permitted Purposes**"):

(a) processing your application for Card Account, services and products by us;

(b) account opening and operations relating to the Card Account, establishing or revising a Credit Limit and closing the Card Account;

(c) enrolling in and facilitating the provision of any Digital Payment Service;

(d) managing our business operations and complying with our internal policies and procedures;

(e) administrating loyalty and rewards programs (including the processing of redemption vouchers, benefits or entitlements);

(f) conducting checks with the Do Not Call Registry;

(g) providing services, Card benefits (e.g. vouchers), facilities and products offered by us to you;

(h) administrating or managing the relationship between you and us;

(i) carrying out your instructions or responding to any enquiries by you;

(j) conducting identity or credit checks;

(k) developing new services or products;

(l) providing you with marketing, advertising and promotional information, materials or documents we think may be of interest to you. We may disclose your Personal Data to business partners (such as co-branders) for use in developing and marketing offers to you. You have the right to opt out of receiving such marketing information. You can do so by writing to us, telephoning us or sending an e-mail to us at our address or number on the Website. If you do not exercise your right to opt out of receiving such marketing information, you shall be deemed to have consented to the receiving of such marketing information and we may continue to provide such marketing information to you;

(m) complying with any law or the requirements of any regulatory authority. We reserve the right to collect, use or disclose your Personal Data if the collection, use or disclosure is required or authorised under any written law, even where you have exercised your right to withdraw your consent pursuant to clause 16.4;

(n) seeking professional advice (including obtaining legal advice and facilitating dispute resolution);

(o) updating you on our products and services;

(p) advising an Establishment or other interested person the Card numbers of new, renewed, replaced or terminated Cards so that they can, amongst other things, process a Transaction or refuse to process a Transaction;

(q) processing any applications or requests for new products or services made by you;

(r) enforcing our rights against you;

(s) maintaining the safety and security of our premises with the use of security cameras;

(t) carrying out any proposed novation, assignment, transfer or sale of any of our rights or obligations with respect to the Card Account or any facilities and services available in association with the Card; and

(u) taking out an insurance policy which may provide coverage to you and some members of your immediate family.

We may not use, disclose or process your Personal Data for purposes which are not stated above or for which we have not obtained your consent. If we wish to use, disclose or process your Personal Data for another purpose we will seek your prior written consent.

16.3 You consent to us collecting your personal data from our business partners and for such business partners to disclose your personal data to us for the purpose of managing and administrating any benefits you may enjoy as our cardholder.

16.4 If you do not wish us to use or disclose your Personal Data for any of the above purposes, you may withdraw your consent at any time by writing to us, telephoning us or sending an e-mail to us at our address or number on the Website. However, depending on the circumstances and the nature or extent of your withdrawal, the withdrawal of your consent may result in us not being able to provide services to you and we may terminate the Card Account.

16.5 We may disclose your Personal Data for the Permitted Purposes to a related corporation (as defined in the Companies Act 1967); Diners Club International; any member of the Diners Club network; any credit bureau of which we are a member or subscriber and/or to any other members, subscribers or compliance committee of the credit bureau; any other person to whom disclosure is permitted or required by any law; and our third party service providers and agents (including our lawyers). Those recipients may be located in or outside Singapore. Without limitation to the generality of the foregoing, we are not responsible for any breach of confidentiality by any third party provider of any service associated with an Enabled Device or Digital Payment Service.

16.6 If you believe that any information we hold about you is incorrect you should advise us. Any information which we find to be incorrect will be corrected promptly.

16.7 Our rights under this clause shall be in addition to and shall not affect nor limit any of our rights of disclosure available pursuant to any statutory provision and in law and nothing herein is to be construed as limiting any of those other rights.

17. MISCELLANEOUS

17.1 Both the Basic Cardholder and, where applicable, each Supplementary Cardholder agree to be bound by the instructions that the Basic Cardholder gives us.

17.2 If any provision of these terms and conditions or any part thereof is illegal, invalid or unenforceable under the applicable law, it shall not affect the legality, validity or enforceability of the remainder of these terms and conditions.

17.3 Our acceptance of payment of part of the amount owed is without prejudice to our right to make a claim for the whole outstanding balance and we may at our discretion reject any partial payment of any sum due.

17.4 Time will be the essence of the agreement between us and you. No failure by us to exercise or delay in exercising any right, power or privilege will operate as a waiver. A single or partial exercise of any right, power or privilege will not preclude any other or further exercise or the exercise of any other right, power or privilege. The rights and remedies conferred on us by agreement are in addition to those provided by law.

17.5 The agreement between us and you will be binding on the heirs, personal representatives and successors-in-title of you and on our successor-in-business and assigns. We may assign our agreement with you or any of our rights under it at any time without your consent. You may not assign your agreement with us or any of your rights under it without our prior written consent.

17.6 Except by a person who is our assignee, a person who is not a party to the agreement between us and you cannot enforce these terms and conditions under the Contracts (Rights of Third Parties) Act 2001.

17.7 The agreement between us and you will be considered to have been made and executed at our office in Singapore and any breach of these terms and conditions will be considered to have arisen in Singapore irrespective of where you may reside or where the Transaction may have taken place.

17.8 These terms and conditions shall be governed by, and construed in accordance with the laws of Singapore and you irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore. You agree that we may at our discretion institute proceedings in relation to the Card, the Card Account, the Enabled Device and the Total Indebtedness in Singapore or in any other place courts have jurisdiction.

17.9 Any Statement, notice, demand or, to the extent permitted by law, statutory demand or court document (such as originating process) may be sent to you by e-mail, short message service (SMS), facsimile transmission, personal delivery or post. It shall be considered to have been received by you when the e-mail or SMS is sent to the last e-mail address or telephone number known to us, we have received an error free transmission report confirming that the facsimile has been sent to the number last known to us, it has been left at the address stated in the Application Form or at your usual or last known business or private address, or 3 days after posting (5 days if posted by airmail to an overseas address) to one of those addresses.

17.10 Any communication sent by us to a Basic Cardholder shall be considered to have been received by both the Basic Cardholder and the Supplementary Cardholder. Any communication sent by us to a Corporate Member must be sent by that Corporate Member to the person holding the Corporate Card if the communication is relevant for that person's obligations.

17.11 We can be contacted by e-mail, telephone or post. The address and number are on the Website. Any notification by you should be by in writing.

17.12 If the Card is issued in cooperation with another person (for example it is co-branded) additional terms and conditions may apply. If we agree to the balance of another credit card being transferred to the Card Account; to provide an advance (known as DCA$H or ReadyCA$H) which is allocated to the Card Account; or to you participating in a buy now pay later plan, additional terms and conditions (including for the payment of interest, fees and charges) will apply. You must comply with the additional terms and conditions. They are on the Website or we will provide them to you. You agree to them by using the Card or requesting one of those facilities.

18. TRADEMARKS

18.1 Diners Club International (DCI) is the sole and exclusive owner of the Trademarks and the goodwill associated therewith and all rights in and to all uses of any of them. The Trademarks have acquired valuable goodwill and secondary meaning, and neither we, as the Franchisee nor you shall challenge or adversely affect DCI's ownership rights therein.

18.2 Belong, Club Cash, Global Vision, DINERS, DINERS CLUB, DINERS CLUB INTERNATIONAL with Split Circle Logo and Split Circle Logo are trademarks and/or service marks of Diners Club and are used registered throughout the world.

18.3 You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, frame, create derivative works from, transfer or otherwise use in any way for commercial or public purposes in whole or in part of any information, software, products or services obtained from any of our collaterals, Website, or online platform.

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