

## General Terms And Conditions Governing DCS Flex Visa Platinum Credit Card (“DCS Flex Card”)

This document sets out the general terms and conditions governing the Card issued by us to you from time to time. Please read them carefully before you sign or use the Card(s). Upon signing or using the Card(s), you shall be bound by the terms and conditions set out herein.

### Definitions

Unless the context requires otherwise, the following words and expressions shall bear the following meaning:

“**Business Day**” means a day, other than Saturday, Sunday and gazetted public holidays, on which banks are open for business generally in (i) the place where any relevant Services are to be performed; or (ii) the place where any relevant payment is to be received;

“**Card**” means the DCS Flex Card.

“**Card Account**” means any account in respect of the Card.

“**Cardmember**” means DCS Flex Cardmembers.

“**Card Transaction(s)**” means any retail transaction(s) (whether in Singapore or overseas) successfully carried out on and charged to the Card Account by the Cardmember, and which is successfully captured or posted on DCS’s systems.

“**Credit Limit**” means a limit that applies to the Card, and may be changed at any time without prior notice to you.

“**Digital Payment Service**” means any digital or other electronic payment or wallet service made available from time to time for use by any Cardmember in connection with the Card 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 Cardmember and successfully enrolled by the Cardmember for use in connection with payment or other transactions through a Digital Payment Service;

“**Event(s) of Default**” means any event or circumstance specified under Clause 10 of these terms and conditions;

“**Instructions**” mean the instructions (including Electronic Instructions) issued or to be issued by you to us in furtherance of the transactions contemplated by these terms and conditions, and “to instruct” shall be construed accordingly;

“**Liabilities**” mean all obligations, liabilities or monies whatsoever at any time now or hereafter owing, due or incurred by you to us anywhere, on any account, or in connection with any Instructions or otherwise, whether present or future, actual or contingent, solely or jointly and, including all principal monies, interest, compound interest, charges, expenses, costs, fees or Taxes as may from time to time be payable by you in connection therewith;

“**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;

“**Services**” mean any and all products and services, from time to time, offered by us to you and any other products and services agreed from time to time between the parties (provided we possess the necessary licence(s) and authorisation(s) under applicable law to provide such products or perform such services to you, if any);

“**Taxes**” means any present or future tax (including without limitation, any value added tax, goods and

services tax, consumption tax) levy, impost, duty, fee, deduction or withholding of any nature and by whatever name called, by and on whomsoever wherever imposed, levied, collected, assessed or withheld;

“**We / us / our / ourselves / DCS**” means DCS Card Centre Pte. Ltd. and shall include our successors and assigns.

“**Website**” means <https://dcsc.com/>.

“**You / yourself**” refers to you (whether alone or jointly with another person/persons), a Cardmember, or if you are a partnership or other unincorporated entity consisting of two or more persons, these terms and conditions shall be binding on your respective successors in title, executors and personal representatives, as the case may be, and your liabilities hereunder shall be joint and several.

### **1. Card Remains Our Property**

1.1 The Card remains our property at all times. Without prejudice to the generality of the foregoing, we may at our absolute discretion request for the Card to be returned at any time, whereupon you shall cut and return the Card, immediately to us, and cease all use of any Cards in any way.

### **2. Card And Security Procedure Terms Of Use**

2.1 The use of any Card shall be subject to these terms and conditions and to the compliance with such requirements, limitations and procedures as may be imposed by any Digital Payment Services providers from time to time as well as to the terms and conditions imposed by us from time to time in relation to electronic services, facilities and transactions.

2.2 You must do all that is necessary to keep your Card safe and prevent fraudulent or unauthorised access to or use of your Card and Card Account. You shall not use any Card (whether to effect payment or otherwise) in relation to any transaction or activity which is illegal or prohibited under the law of the country in which such transaction or activity is effected or takes place or the law of your country of residence.

### **3. Credit Limit**

3.1 We may set an overall Credit Limit in respect of each Card Account. The total charges incurred under each Card Account by the Principal Cardmember and the Supplementary Cardmember(s) when added together, must not exceed the Credit Limit set for each Card Account. We may, where necessary and at any time, review and revise any of your Credit Limits without notice.

3.2 The Principal Cardmember may allocate a part of the Credit Limit to the Supplementary Cardmember, which shall revert to the pre-set limit set by the Principal Cardholder at the expiry of each statement cycle, provided always that the Credit Limit of the Principal Cardholder shall not be exceeded during such period.

3.3 We may choose to approve certain Card Transaction that would result in the Credit Limit being exceeded. Notwithstanding any Credit Limit that may be set or imposed, we may, at our absolute discretion, authorise or allow any Card Transaction even though such Card Transaction may exceed, or would as a consequence exceed the Credit Limit or refuse to authorise or approve any Card Transaction even though the Credit Limit has not been and would not be exceeded if such Card Transaction had been effected.

3.4 We may charge or debit the relevant Card Account (whether before or after the termination of the use of any or all Cards) the amount of each and every Card Transaction made or effected, including all Card Transactions made or effected via any Enabled Device, and/or where any Card has been enrolled on multiple Enabled Device, and in each instance, whether by you or any other person (whether with or without your knowledge or authority) and notwithstanding

that the balance due to us on the Card Account may as a consequence of any such charge or debit exceed the Card Account.

#### **4. Instructions**

- 4.1 Instructions once issued by you are treated as irrevocable.
- 4.2 Instructions from you may be given either orally (via telephone or otherwise) or in writing (which expression shall include postal communication, facsimile / telefax / electronic mail and any form of electronic communication).
- 4.3 We may rely on oral or written Instructions which we believe to be given by you or any person authorised by you without verifying the identity of the person purporting to give such Instructions. Where any Instruction is ambiguous or inconsistent with any other Instruction, we shall be entitled to rely on and act in accordance with any reasonable interpretation thereof which we believe in good faith to be the correct interpretation. You shall not hold us liable in any way for acting on inconsistent, ambiguous or incomplete Instructions and you shall indemnify us for any loss and expenses (including legal fees) in reliance thereof.
- 4.4 We shall not be liable to you for acting upon any Instructions which we believe to be communicated or purportedly communicated by you or any person authorised by you to us over the telephone or in writing and signed or purportedly signed by you or any person authorised by you or given or transmitted purportedly or given or transmitted by facsimile / telefax / electronic mail notwithstanding that it is subsequently shown that such Instruction was not given by you or by any person authorised by you. Any risk of misunderstanding, any error or loss resulting from Instructions given by unauthorised persons or any error loss or delay resulting from the use of the post / facsimile / telefax / electronic mail are entirely your risk for which we shall not be liable for.
- 4.5 You are aware that signatures on facsimile / telefax / electronic mail Instructions may be superimposed fraudulently or without proper authority when transmitted to us and you shall give us facsimile / telefax / electronic mail Instructions assuming such risks. We shall not be held liable for any losses, damages, expenses, claims or liabilities suffered by you as a result of our reliance upon facsimile / telefax / electronic mail Instructions so long as the signatures appearing on such facsimile / telefax / electronic mail Instructions appear on verification to be or purport to be in accordance with your specimen signature or the specimen signature of any person authorised by you.
- 4.6 We shall be entitled to record all telephone conversations and Instructions relating to each Card Transaction and these terms and conditions. In this connection, you agree that we shall be entitled to use such recordings and transcripts thereof as evidence in any dispute.
- 4.7 In addition, we shall be entitled, but not obliged, to perform a call back to your registered telephone number with us to confirm any Instructions received by us. If we are unable to successfully perform the call back, we may elect not to act on the Instructions received.
- 4.8 In consideration of us so doing or acting in accordance with these terms and conditions, you shall indemnify us and keep us indemnified against all demands, claims, liabilities, losses, actions, proceedings, damages, costs, and expenses incurred or sustained of whatsoever nature and howsoever arising, out of or in connection with any such communication or facsimile / telefax / electronic mail Instructions or the acting upon or carrying out of such communication or facsimile / telefax / electronic mail Instructions or the taking of steps in connection with or in reliance upon any such communication or facsimile / telefax / electronic mail instructions and you shall reimburse us any sums on demand.

#### **5. Cash Advances**

- 5.1 Subject to the terms and conditions and the applicable fee, you may obtain a cash advance up to the limit determined by us from time to time, at any automated teller machine outside

Singapore, displaying the logo of Visa or Visa Plus.

## 6. Statements Of Accounts

- 6.1 We shall furnish you with statements of account (the “**SoA**”) at monthly intervals or at such intervals as we may prescribe. The SoA shall be in electronic form, accessible via DCS Cards App and MyDCS web portal. You agree to verify the correctness of all details contained in each SoA and to notify us within fourteen (14) days from the date of such SoA of any discrepancies, omissions or errors therein. Upon expiry of this period, the details in the SoA shall be conclusive against you except as to the alleged errors so notified but subject always to our right to correct any errors contained therein at any time notwithstanding such acceptance by you.

## 7. Assignment

- 7.1 These terms and conditions shall be binding on you and us, and our respective successors in title and assigns. These terms and conditions shall also continue to be binding on you notwithstanding any change in your name or constitution or our name and constitution, or the consolidation or amalgamation of you into or with any other entity, or any consolidation or amalgamation we may enter into or with any other entity (in which case the terms shall be binding on the successor entity).
- 7.2 You may not assign any of your rights hereunder without our express written consent.
- 7.3 We may assign any or all of our rights hereunder to any person we deem fit.

## 8. Force Majeure

- 8.1 We shall not be responsible or liable to you for:
- (a) delays or failure in performance, whether foreseeable or not; and/or
  - (b) any losses, expenses or damages howsoever arising, whether foreseeable or not, resulting from or due to any circumstances or causes whatsoever which are not within our reasonable control.
- 8.2 Without prejudice to the generality of sub-clause 8.1 above, the following shall be regarded as circumstances and/or causes beyond our reasonable control: - (1) flood, lightning, acts of God, fire, earthquakes and other natural disasters (2) strikes, labour disturbances, lockouts, material shortages, riots, acts of war (3) acts, restrictions, regulations bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority or any governmental regulations imposed after the fact (4) import or export regulations or embargoes (5) power failure (6) acts or defaults of any telecommunications network operator (7) circumstances where communications lines for the our computer systems (whether in Singapore or elsewhere) cannot be used for reasons attributable to third party telecommunications carriers.
- 8.3 Our obligations, so far as affected by circumstance or causes beyond our reasonable control, shall be suspended during the continuance of any delay or failure in performance so caused and such delay or failure shall not be a breach of these terms and conditions.

## 9. Termination

- 9.1 Notwithstanding any other provision of these terms and conditions and subject to us being fully paid all monies now or later due payable actually or contingently whether under these terms and conditions or otherwise howsoever, we may terminate the account at any time upon
- (a) the occurrence of an Event of Default; or
  - (b) if we are prevented from or hindered or delayed by reason of any action of any state or government agency or under any applicable law which makes it illegal or unlawful or

impossible for us to perform these terms and conditions.

- 9.2 Termination under these terms and conditions or any part thereof shall not discharge or affect the liabilities accrued prior to the date of such termination and shall be without prejudice to any Card Transaction outstanding as at the date of termination.

## 10. Events Of Default

- 10.1 Each of the following shall be deemed to be an Event of Default: -

- (a) the commencement, presentation, filing or institution by petition, application, order for relief or otherwise of any bankruptcy, insolvency, composition, dissolution, reorganisation, arrangement, liquidation or other analogous event against you and/or relating to you under any applicable law;
- (b) if you are insolvent or are unable to pay your debts as and when they fall due or if you threaten to stop or stop or suspend payment of all or a material part of your debts, begin negotiations or take such further steps with a view to deferring, rescheduling or re-arranging all or any part of your indebtedness or make or propose to make a general assignment or composition for the benefit of your creditors or a moratorium is declared in respect of all or substantially all your indebtedness;
- (c) if you fail to pay any amount due under these terms and conditions or under any contract;
- (d) if you fail to observe any condition or perform any obligation and such default (provided remediable) continues and remains unrectified after three (3) Business Days of our written notice to you to remedy the same.
- (e) any legal proceedings are or have been instituted against you which in our reasonable opinion may materially affect your ability to perform your obligations under these terms and conditions;
- (f) any representation by you to us is or turns out to be incorrect or misleading in any material aspect;
- (g) there is a material adverse change in your financial position which, in our reasonable opinion, may affect your ability to perform your obligations under these terms and conditions;
- (h) if you (for individuals) shall become deceased, become bankrupt or incapacitated.

- 10.2 At any time if an Event of Default has occurred, we may elect, at our sole discretion, declare that:-

- (a) All contracts shall be terminated as of the date as specified in such notice.
- (b) All monies payable by you, whether actual or contingent, shall become immediately due and payable to us; and/or
- (c) Termination of our relationship and demand that you fully settle all of your Liabilities with us.

## 11. Consent To Disclosure

- 11.1 You hereby expressly authorise and permit us and each of our officer, employees, agents, contractors, service providers and each entity relevant to any to divulge, reveal, process or disclose any or all of your Personal Data and any particulars, including but not limited to your information relating to the Card, the Card Account and/or any transaction or dealings between you and DCS (the "**Permitted Purposes**"):

- (a) Process of your application for the Card, Services and products by us;
- (b) Account opening and operations relating to the Card, establishing or revising a Credit Limit and closing the Card Account, or facilitating, effecting, processing or providing any Services in respect of or in connection with the Card, the Card Account and/or this agreement;
- (c) Enrolment and/or facilitation of the provision of any Digital Payment Services;
- (d) Administration of loyalty and rewards programs (including the processing of redemption vouchers, benefits or entitlements);
- (e) Conducting checks with the Do Not Call Registry;
- (f) Any merchant, bank or financial institution;
- (g) 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;
- (h) 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, whether or not in connection with any financing or securitisation we sponsor or undertake, including (i) for preliminary activities connected to any such financing or securitisation, such as any due diligence, or any arrangement or structuring thereof; (ii) any securitisation transaction involving the Card Account or any facilities and Services available in association with the Card; (iii) any sales or purchase of any of our rights or obligations with respect to the Card Account or any facilities and Services available in association with the Card; (iv) any servicing, administration, collection, perfection or enforcement, of any security interest or other right, in connection with the Card Account or any facilities and Services available in association with the Card; and (v) to allow relevant parties (including, without limitation, any actual or potential assignee, transferee, trustee, security trustee, servicer or back-up servicer, transaction administrator or bankruptcy-remote entity) and their professional advisers, consultants, agents and other third party service providers (including, without limitation, lawyers, accountants, rating agencies and servicing agents) connected with such financing or securitisation to carry out their roles and responsibilities
- (i) To any person or organisation participating in the provision of electronic or without limitation other Services in connection with Services utilised by you, whether in Singapore or elsewhere, for the purpose of the Services including but not limited to investigating any alleged discrepancies or claims;
- (j) To any third party printer, agent or storage or archival service provider (including but not limited to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storing, microfilming and/or filing personalised statements of accounts, labels, mailers or any other document or items on which your name and/or other particular appears, or any data or record of any document whatsoever;
- (k) To the police or any other public officer conducting an investigation in connection with any offence;



- (l) To any government or regulatory agency or authority or the court of any competent jurisdiction;
- (m) To any entity of our group for risk management purposes, for monitoring credit exposure of the group and centralisation of operations within the group, and for purposes in connection with business planning, restructuring and strategy and for the purpose of promoting products and services to you;
- (n) To any credit bureau, as well as the members of such credit bureau of which DCS is a member;
- (o) To any assignees or transferees or prospective assignees or transferees of our credit facilities, business and undertakings of such part thereof;
- (p) To any person or entity participating in the merger/acquisition or proposed merger/acquisition of DCS or its holding company with/by another company; and
- (q) Any other person or entity at any time: -
  - (i) which DCS or any officer in good faith considers appropriate for any purpose in connection with these terms and conditions; or
  - (ii) where such particulars were inadvertently divulged, revealed or disclosed to or accessed by such persons or entities through no wilful default of DCS or relevant officer.

## **12. Your Liability And Responsibility**

- 12.1 You are responsible for all transactions made using the Card, and to ensure compliance with all the terms herein and all the terms that apply to your Card Account and Services that may be operated by or accessed using the Card.
- 12.2 You shall provide to us the information and documents we may need from time to time in connection with the use of the Card, and cooperate with us (where applicable) in any investigation or litigation in connection with the use of the Card.
- 12.3 You must keep the Card safe at all times and report to us as soon as you become aware, or have reason to believe that the Card is lost or stolen, or there has been unauthorised use of the Card or unauthorised access to the Card Account and/or the Enabled Device. You shall also ensure that the Card is not defaced, damaged, bent, modified or tampered with in any way.
- 12.4 If the Card or Enabled Device is lost or stolen, or if there has been unauthorised use of or unauthorised access to the Card Account and/or the Enabled Device, you shall be responsible for all transactions made by anyone using the Card, unless you have taken all of the following steps (in which event your Liability shall be limited to S\$100.00):
  - (a) you have immediately notified us of the loss or theft or disclosure of the Card, Card Account and/or the Enabled Device;
  - (b) you have taken all reasonable steps to help recover or stop the use of the Card;
  - (c) you have given us a police report or a legal document called a statutory declaration in the form approved by us and any other document or information as we may require; and
  - (d) you have established to our satisfaction that you have not by your own acts or omissions (directly or indirectly) caused or contributed to the occurrence of the loss or theft of the Card and/or the Enabled Device, or the disclosure of the Card Account, and the loss or theft of the Card and/or the Enabled Device, or the disclosure of the Card Account is not due to your negligence, fraudulent act or default.

12.5 You shall not be liable for the Transactions on the Card not authorised by you if you have established to our satisfaction that the said Transactions were effected after you have duly provided us the notification, and you have not acted fraudulently or negligently.

12.6 We may issue a replacement Card to you which will be on terms we stipulate.

12.7 If the lost or stolen Card is recovered, you must promptly cut the Card in half and (a) return the same to us if so requested by us, or (b) dispose of it immediately as it cannot be used anymore.

### **13. Amendments**

13.1 Without limiting any of our rights, we shall be entitled to amend, add to, vary or introduce new terms in these general terms and conditions from time to time upon notice to you. Such amendment, addition and variation shall take effect from the date stated in the notice, which in most instances, shall be no less than thirty (30) days from the date of notice, save as the changes are required in an emergency or where it is not practicable or reasonable to give such an advance notice.

13.2 If you continue to use the Card under these terms and conditions, you shall be deemed to have agreed to all amendments and/or variations without reservation.

13.3 We may notify you of any changes to the terms and conditions by:

- (a) publishing such changes in the statements of account to be sent to you;
- (b) posting such changes on our Website;
- (c) electronic mail or letter;
- (d) publishing such changes in any newspapers; or such other means of communication as we may determine at our absolute discretion from time to time.

### **14. Anti-Money Laundering**

14.1 You agree to provide any information as is necessary to verify your identity and do all things necessary to enable us to comply with applicable anti-money laundering and "know-your-client" laws and regulations. You agree that we shall be held harmless against any loss arising as a result of any delay or failure to process any application or transaction if such information and documentation as has been requested by us has not (sufficiently or at all) been provided by you to us.

### **15. Contracts (Rights Of Third Parties) Act**

15.1 The Contracts (Rights of Third Parties) Act of Singapore shall not under any circumstances apply to these terms and conditions and any person who is not a party thereto shall have no right whatsoever under the Contracts (Rights of Third Parties) Act to enforce these terms and conditions or any of its terms.

### **16. Waivers**

16.1 No act, omission or forbearance by us or any of our employees shall constitute a waiver of our rights unless the waiver is specified in writing by a director of DCS.

### **17. Communications**

17.1 You shall provide us with written notice of any change in your particulars.

17.2 Any statement, advice, confirmation, notice, demand and all other correspondence by us under



the terms and conditions (the “**Correspondence**”) shall be served on you:

- (a) on you (or your personal representatives) personally;
- (b) by sending/mailing it to you at your last address registered with us; or;
- (c) by telex / facsimile / electronic mail addressed in any such manner as aforesaid to your telex / facsimile / electronic mail address last registered with us. The Correspondence shall be deemed to have been delivered on the day it was delivered personally or transmitted by telex / facsimile / electronic mail or if sent by post on the day following posting.

## **18. Severability**

18.1 In the event of any conflict or inconsistency, either now or in the future, between these terms and conditions and any applicable statute, rule, regulation, practice, constitution, custom, usage, ruling or interpretation, the affected provision(s) of these terms and conditions shall be deemed to be so modified or superseded as the case may be and all other provisions of these terms and conditions and the provision(s) so modified shall in all respects continue in full force and effect.

## **19. Governing Law**

19.1 The terms and conditions shall be governed by and construed in all respects in accordance with the laws of Singapore. However, we are at liberty to initiate and take actions or proceedings or otherwise in Singapore or other jurisdictions as we deem fit. You hereby agree that where any actions or proceedings are initiated in Singapore, you shall submit to the jurisdiction of the Courts of Singapore.

## **20. Other Conditions**

20.1 We shall not be responsible or liable for: -

- (a) any failure or delay in the transmission or receipt of evidence of sale transactions by Visa, acquiring merchants, merchant establishments, postal or telecommunication authorities, service providers or any other parties which may result in a charge incurred or transaction made by you being omitted from being posted to your Card Account and/or captured in our system during the spending or qualifying or eligibility period or which may affect your eligibility to qualify for any of the benefits and/or privileges stated herein;
- (b) any losses, damages or otherwise suffered by any person if a person is unable to perform his/her obligations under these terms and conditions, due directly or indirectly to the failure of the merchant establishments, merchant acquirer, telecommunication authorities or service provider, any machine or communication or computer system, industrial dispute, war, Act of God, and/or anything outside our control.

20.2 We are not an agent of any merchant and as such, any dispute about the quality or service standard of the goods and services offered by any merchant must be resolved directly with them respectively. We assume no liability or responsibility in any manner whatsoever for the acts or defaults of any merchant or defects in the goods and services offered by them, or for any injuries, loss damage, costs or expenses in connection with or arising out of the redemption or usage of the goods and services offered by any merchant.

20.3 Our decision on all matters relating to the Card, and on all matters pertaining to the Reward, award, benefits and privileges conferred by the use of the Card shall be final, conclusive and binding on you. We reserve the right at any time, and from time to time at our absolute discretion to withdraw, cancel or vary the Reward, award, benefits and privileges conferred by the use of

the Card without ascribing any reason therefor, and you shall not be entitled to any payment or compensation whatsoever.

- 20.4 In the event of any inconsistency between the terms and conditions and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the use of the Card, these general terms and conditions shall prevail.