## **Declaration and Agreement for OCBC Card(s)**

## **YOUR MARKETING CONSENT:**

You agree that by enrolling for the relevant OCBC Card, you consent to OCBC Bank and its related corporations, their agents, and their authorised service providers collecting, using and disclosing your personal data, and sharing such personal data with their business partners, for processing your card benefits, and also for marketing and promotional purposes, including the purposes described as "Additional Purposes" in the OCBC Data Protection Policy, available at <a href="https://www.ocbc.com/policies">www.ocbc.com/policies</a> or upon request. You may withdraw such consent at any time via forms available at <a href="https://www.ocbc.com">www.ocbc.com</a> or at any OCBC Bank branch.

## DATE PROTECTION POLICY AND FATCA POLICY

You agree that by enrolling for the relevant OCBC Card, you:

- agree and consent to the terms of OCBC Bank's (i) Data Protection Policy and (ii) FATCA Policy, both available at <a href="https://www.ocbc.com/policies">www.ocbc.com/policies</a> or upon request; and
- where applicable, you further confirm that any personal data of the beneficial owner disclosed to OCBC Bank, its related corporations and its business partners and agents, the beneficial owner has agreed and consented to the terms of (i) OCBC Bank's Data Protection Policy and (ii) FATCA Policy, assessable at <a href="www.ocbc.com/policies">www.ocbc.com/policies</a> or available upon request.
- By activating the relevant OCBC Card(s), you understand that your use of:
  - 1. (where the OCBC Card is a Plus! Visa Credit Card)
  - i. the Plus! Visa Credit Card will be governed by the Plus! Credit Cardmember Agreement; and
  - ii. the accompanying Plus! Savings Account (if any) will be governed by the Terms and Conditions Governing Plus! Deposits Accounts; and
  - iii. both Plus! Visa Credit Card and Plus! Savings Account (if any) will be governed by the Terms and Conditions Governing Electronic Banking Services and the Terms and Conditions eStatement; and
  - iv. copies of the above terms and conditions and agreement are available at <a href="https://www.plus.com.sg">www.plus.com.sg</a>
  - 2. (where the OCBC Card is a NTUC Plus! Visa Credit/Debit Card)
  - i. the NTUC Plus! Visa Debit Card will be governed by the OCBC Debit Cardmembers Agreement; or
  - ii. the NTUC Plus! Visa Credit Card will be governed by the OCBC Cardmembers Agreement; and
  - iii. the accompanying NTUC-OCBC Starter Savings Account (if any) will be governed by the Terms and Conditions Governing Deposit Accounts; and
  - iv. both NTUC Plus! Visa Credit/Debit Card and NTUC-OCBC Starter Savings Account (if any) will be governed by the Terms and Conditions Governing Electronic Banking Services and Terms and Conditions eStatements; and
  - v. copies of the above terms and conditions and agreements are available at <a href="https://www.ocbc.com.sg">www.ocbc.com.sg</a> and at any OCBC Branch upon request

You accept and agree to be bound by all the relevant terms and conditions and agreements set out above including any amendments or revisions made to such terms and conditions and agreements.

- 3. For other types of OCBC Credit Card(s) (the "Other OCBC Credit Cards"), you agree that by enrolling for such Other OCBC Credit Card(s), you are agreeing to be bound by the terms of the following:
- i. the OCBC Cardmembers' Agreement and Terms and Conditions Governing the OCBC Credit Card (copies of the terms and conditions are available at www.ocbc.com.sg/personal-banking/terms-and-conditions/Term-and-Conditions-Governing-Cards-Services.html);
- ii. the Terms and Conditions Governing Electronic Banking Services and Terms and Conditions Governing eStatements (copies of the terms and conditions are available at www.ocbc.com.sg);
- iii. where the relevant OCBC Card is a OCBC Cashflo MasterCard, the Terms and Conditions Governing OCBC Cashflo (a copy of the terms and conditions is available at www.ocbc.com/Cashflo);
- iii. where the relevant OCBC Card is a OCBC Great Eastern Cashflo MasterCard, the Terms and Conditions Governing OCBC Great Eastern Cashflo (a copy of the terms and conditions is available at www.ocbc.com/GECashflo);
- iii. where the relevant OCBC Card is a OCBC 365 Credit Card, the Terms and Conditions Governing the OCBC 365 Cashback Programme (a copy of the terms and conditions is available at <a href="https://www.ocbc.com/365card">www.ocbc.com/365card</a>).
- iv. where the relevant OCBC Card is a OCBC Voyage Credit Card, the Terms and Conditions Governing the OCBC Voyage Credit Card Programme (a copy of the terms and conditions is available at www.ocbc.com/Voyage).
- v. where the relevant OCBC Card is a OCBC FRANK Credit Card, the Terms and Conditions Governing the OCBC FRANK Cash Rebates Rewards (a copy of the terms and conditions is available at www.FRANKbyOCBC.com).
- vi. where the relevant OCBC Card is a OCBC Elite World Credit Card, the Terms and Conditions Governing the OCBC Elite World Concierge Programme (a copy of the terms and conditions is available at www.ocbc.com/EliteWorld).
- vii. where the relevant OCBC Card is a OCBC Robinsons Credit Card, the Terms and Conditions Governing the OCBC Robinsons\$ Rewards Programme (a copy of the terms and conditions is available at www.ocbc.com/Robinsons).

## You further:

- (i) represent and warrant that all information you have provided to OCBC Bank is true and complete, and you undertake to notify OCBC Bank immediately of any change in such information;
- (ii) confirm that you are not an undischarged bankrupt and there has been no statutory demand served on you;
- (iii) confirm that any funds and assets you place with OCBC Bank and any funds applied by you to repay OCBC Bank any monies owing in respect of the OCBC Card and any profits that they generate (if applicable), will comply with the tax laws of the countries where you live or of which you are a citizen or which you are otherwise subject to;
- (iv) authorise OCBC Bank to conduct credit checks and verify information given in relation to you with any party (including, without limitation, with any credit bureau or any other organisation or corporation set up for the purpose of collecting and providing information relating to the credit standing of persons) without reference to you;
- (v) agree to be bound by the Terms and Conditions Governing Plus! LinkPoints Loyalty Programme ("Plus!"), and consent to participate in this Loyalty Programme. You also agree and consent to the disclosure by OCBC Bank to NTUC FairPrice Co-operative Limited and NTUC Link Pte Ltd, of any of your personal particulars for the purpose of your participation in Plus!. You further consent to the use by NTUC Link Pte Ltd and disclosure by NTUC Link Pte Ltd to

its partners, affiliates and subsidiaries, of your personal particulars, for the purpose of processing, fulfilling, servicing and managing my Plus! membership. Further:

- a. (For new applicants of Plus!) you agree to be notified on benefits and privileges pertaining to Plus! through mails, emails, text messages and/or fax messages ("Marketing Communication") from NTUC Link Pte Ltd.
- b. You acknowledge that you are aware that you can contact NTUC Link Pte Ltd via email at enquiries@ntuclink.com.sg or via www.plus.com.sg for clarification on the status of your consent on the collection, use and disclosure of your personal data or if you subsequently wish to withdraw your consent to receiving Marketing Communication from NTUC Link Pte Ltd.
- (vi) (where the relevant OCBC Card is a OCBC FRANK Credit Card) agree to the following terms and conditions:
  - (a) you will not duplicate or distribute any card designs (including logos) without OCBC's written consent.
  - (b) you agree that OCBC is not responsible for any claims, liabilities or issues with the printed card design including any third party claims.
  - (c) agree (i) to pay OCBC the relevant card design fees as and when you apply for a replacement card, (ii) that any card design fee paid will not be refunded nor be used to pay for a similar or different selected card design when you replace card(s) for any reason, and (iii) that OCBC may change card design fees from time to time without your consent and OCBC is not liable to refund or return to you any fee (including without limitation any difference between what you paid and the new fee charged).
  - (d) you accept that OCBC may select an image for you without notice if you have not selected or clearly indicated your intended card design; and
  - (e) you accept that OCBC may terminate, discontinue or withdraw any card design at any time without notice.
- (vii) (where the relevant OCBC Card is a OCBC Great Eastern Cashflo MasterCard ) agree to give OCBC Bank permission to contact the merchants to enquire about Card Transactions posted to your Card Account. You also agree that such merchants may provide OCBC Bank information and documents related to the Card Transaction for purposes of cards administration and service including without limitation settlement and refund as a result of cancellation of an underlying transaction. You also agree that OCBC Bank and/or the relevant merchants may retract, deduct and/or re-compute any cash rebates awarded if you have received a refund in respect of the Card Transaction or failed to effect due payment for the Card Transactions or the Card Account is terminated for any reason:
- (viii) irrevocably and unconditionally consent for OCBC Bank to disclose any information whatsoever relating to you or your account as OCBC Bank shall consider appropriate to any person to whom disclosure is permitted or required by applicable law or to any other person wherever situated for any purpose, including, without limitation;
  - (a) Great Eastern Holdings Ltd, its group of companies and any reward program partner(s) in relation to the OCBC Great Eastern Cashflo MasterCard:
  - (b) Best Denki (Singapore) Pte Ltd, its group of companies and any reward program partner(s) in relation to the BEST-OCBC Platinum MasterCard;
  - (c) Robinson & Co. (Singapore) Pte Ltd, RSH Limited, their respective group of companies and any reward programme partner(s) in relation to the OCBC Robinsons Group Visa Card; and
  - (d) National Trade Union Congress, NTUC FairPrice Co-operative Limited and NTUC Link Pte Ltd, their group of companies and any reward program partner(s).
- (ix) without prejudice to the foregoing, you further consent to disclosure to any credit bureau or any other organisation or corporation set up for the purpose of

- collecting and providing information relating to the credit standing of persons, and to the disclosure by such credit bureau or other organisation or corporation to any member thereof, for the purpose of assessing your credit worthiness or for any other purpose whatsoever;
- (x) agree that OCBC Bank has the absolute discretion to decline your application for the Plus! Savings Account (where applicable) and Plus! Visa Credit Card or, the NTUC-OCBC Starter Savings Account (where applicable) and the NTUC Plus! Visa Credit/Debit Card or any other OCBC Credit Card(s), without giving any reason;
- (xi) agree that the Principal Cardmember shall be responsible for all liabilities (including all liabilities incurred in respect of goods and services, cash advances, annual fees and all other fees and charges) incurred in respect of the Principal Card and all Supplementary Cards and each Supplementary Cardmember shall be responsible for all liabilities (including all liabilities incurred in respect of goods and services and cash advance) incurred in respect of the Supplementary Card issued to him/her;
- (xii) understand that, the OCBC Phone Banking Services and Internet Banking Services will automatically be made available only to the principal applicant upon approval by OCBC Bank; and
- (xiii) agree that OCBC Bank may at any time at its absolute discretion change any one or more of the terms and conditions stated herein.