

Singlife Visa Debit Card

Terms & Conditions



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CARD TERMS AND CONDITIONS

1 PRELIMINARY

This Agreement

- 1.1 Please read this document carefully. These terms and conditions constitute a legally binding agreement (“**Agreement**”) between You and Us. Copies of this Agreement can be found on the Singapore Life Ltd. website (<https://singlife.com/singlifecard/terms-and-conditions/>).
- 1.2 This Agreement relates to the Singlife Visa Debit Card (“**Singlife card**”). The Singlife card is a debit card that is accompanied by a mobile application (“the **Singlife App**”) that can be used to manage the Singlife card and the Singlife Account. The Singlife Account is a life insurance plan underwritten and issued by Singapore Life Ltd., and a separate **Life Insurance Policy** applies to it.
- 1.3 “**We**”, “**Our**” and “**Us**” will refer to Singapore Life Ltd., a company registered in Singapore (UEN 196900499K) with registered office address at 4 Shenton Way, #01-01, SGX Centre 2, Singapore 068807 (“**Singlife**”). Singlife issues the Singlife card in accordance with requirements prescribed by the MAS and the laws of Singapore.
- 1.4 “**You**”, “**Your**” and “**Cardholder**” will refer to you as the individual holder of the Singlife card and the Singlife Account.
- 1.5 By successfully registering for or by using a Singlife card, You accept the Agreement and become bound by its terms. The << [Online Services Agreement](#) >> (including the Data Protection Notice contained within it) You agreed to when You first downloaded the Singlife App will also continue to apply, and the provisions of that agreement are deemed incorporated by reference into this Agreement.

Variations to this Agreement

- 1.6 We reserve the right to add to or vary the contents of this Agreement at any time by giving You notice. This may be done by exhibiting such notice of the amendments or by making available a revised Agreement on Our Website or via publication through any media. The changes shall take effect on the date specified in the notice. The obligation to give You prior notice does not apply if additions and/or variations are required by any Law / Regulation and/or in an emergency or where it is not practicable to give such notice. Further, We may make amendments for administrative or clarification purposes and include additional terms and conditions governing new products and services without giving You any notice.
- 1.7 If You do not accept any changes to this Agreement in accordance with clause 1.6 above, You must immediately discontinue the use of the Singlife card. If You continue to use or operate the Singlife card after the changes in accordance with clause 1.6, You are deemed to have agreed to the addition and/or variation without reservation.

2 YOUR SINGLIFE CARD

- 2.1 Upon successful completion of an application by You, We may issue You with a Singlife card which will be mailed to You using the address provided by or registered by You in Our records.

Safeguarding Your Singlife Card

- 2.2 Upon Your receipt of the Singlife card, You must sign on it. You must safeguard it and comply with every procedural, security and other requirement and notice issued by Us. You understand and agree that You must notify us immediately if the Singlife card is lost, damaged or if You suspect it has been used by any other person or if any other event has occurred which would, under this Agreement, allow us to suspend or cancel the use of Your Singlife card.
- 2.3 After receipt of any such notice coming from You or that appears to come from You, We may suspend or cancel Your Singlife card immediately / at any time. We may, at Our discretion, issue a replacement Singlife card and may charge a replacement fee for so doing.
- 2.4 You are to keep Your Singlife card safe to prevent unauthorised transactions. You may not allow any other person to use Your Singlife card to enter into any transaction.

Use of Your Card

- 2.5 Your Singlife card may be used to carry out transactions at terminals that accept Visa cards, and at such other readers or systems as We may from time to time approve. For the avoidance of doubt, Your Singlife card may not and should not be used or in any way attempt to be used to dispense or withdraw cash from Your Singlife Account in any way whether at an automated teller machine or otherwise.
- 2.6 Your Singlife card may be used:
- a. To effect Point of Sale Transactions in conjunction with Your signature or as a Contactless Transaction at Visa Contactless Readers. A Visa contactless reader is a point-of-sale device at which a Visa card may be used to execute transactions, either by tapping or waving the card against such reader without requiring any authentication on the Cardholder's part. By accepting this Agreement, You acknowledge, agree and understand the ease and risks associated when carrying out authorised and unauthorised Contactless Transactions using Your Singlife card.
 - b. To effect Card-Not-Present Transactions. For Card-Not-Present Transactions, a One Time Password (OTP) may be required to complete the transaction. The OTP will be sent to [Your mobile number] provided by You in Our records. In the case of purchases initiated or completed through telephone, You may be required to provide Your Singlife card Number to the Merchant.
- 2.7 Your Singlife card is not a credit card and does not extend any credit facility(ies). You will not be entitled to any advance, loan or other facility from Us when using the Singlife card or making any Card Transactions using the Singlife card, and all Card Transactions made using the Singlife card will only be authorised to the extent that there is sufficient available balance in Your Singlife Account that may be used to make such Card Transactions using the Singlife Account. You understand and agree not to make any Card Transactions with Your Singlife card for any amount greater than the available balance in Your Singlife Account. Notwithstanding the above, however, and purely for the avoidance of doubt, if We process any Card Transactions for You an amount of which exceeds the available balance in Your Singlife Account, You shall be liable to Us and, upon our request, immediately pay Us any such excess amount caused plus any applicable fees, along with any costs incurred by us or any other relevant third party in recovering or attempting to recover from You the amount owed. For the avoidance of doubt, if a Card Transaction is allowed to be processed without sufficient available balance in Your Singlife Account, this does not mean that such a scenario will be allowed to be repeated on subsequent occasions.

2.8 The monies reflected in Your Singlife Account are premiums paid to Us under the Life Insurance Policy that governs the Singlife Account in consideration of the benefits offered to You under the Life Insurance Policy. When You use Your Singlife card to carry out any Card Transaction, You are instructing for an amount of the account value (inclusive of premiums, interest, top-ups, deductions etc.) in Your Singlife Account equivalent to the transaction amount (plus any fees or charges in connection with the Card Transaction payable by You) to be "withdrawn" and paid back to You by Us in accordance with Your Life Insurance Policy and for such "withdrawn" amount to be used as payment for and in relation to the Card Transaction.

2.9 Your Singlife card comes with the following spending limits:

- a. A daily spending limit that is set at S\$5,000 (or foreign currency equivalent) or 15 transactions, whichever occurs earliest; and
- b. An annual spending limit that is set at S\$30,000 (or foreign currency equivalent) on a 365-day rolling basis, which shall take effect on the following specified dates:
 - i. 3 January 2022 for new Cardholders (i.e. Your Singlife card was ordered from 3 January 2022 onwards); or
 - ii. 1 February 2022 for existing Cardholders (i.e. Your Singlife card was ordered prior to 3 January 2022).

The abovementioned limits are applicable to all Card Transactions. Notwithstanding the generality of the above, the limits on Your Singlife card will remain subject to Your available account value in Your Singlife Account. We may, at Our sole discretion, revise this daily and/or annual spending limit pursuant to clause 1.6.

We may also, at Our sole discretion:

- a. Reject a Card Transaction, for any reason whatsoever, including without limitation, where Your proposed transaction would cause the aggregate amount of payments within a day to exceed the abovementioned daily spending limit; and/or
- b. Suspend Your Singlife card at the end of a day, for any reason whatsoever, including without limitation, where We anticipate that a transaction(s) the next day would cause the aggregate amount of payments to exceed the abovementioned annual spending limit.

Additional Benefits, Services or Programmes

2.10 We may, at Our sole discretion, provide additional services, benefits or programmes in connection with the use of Your Singlife card. Such additional services, if provided, do not form part of Our legal relationship with You and We may withdraw or change these services at any time without prior notice to You. Those additional services, benefits or programmes may be subject to their own terms and conditions outside the provisions of this Agreement.

3 MANAGEMENT OF THE CARD

The Singlife App

3.1 If You wish to use Your Singlife card, You must download and use the Singlife App on Your phone or other mobile device. Currently, for security measures, You can only activate Your Singlife card through the Singlife App.

3.2 Unless there are exceptional circumstances, We will communicate with You only by SMS or by singlife.com Singlife Visa Debit Card - Terms & Conditions (updated July 2022)

email. The notifications provided to You are critical to Your effective management of the Singlife card, and it is Your responsibility to observe them diligently.

- 3.3 We may, at Our sole discretion, from time to time, include or remove features to the Singlife App, with or without prior Notice, to ensure effective and efficient functionality of the Singlife card.

Holds on Your Account

- 3.4 Where applicable, We may, as We deem fit and necessary, debit or set aside or place a hold on Your Singlife Account for the full amount of any Card Transaction on the day such Card Transaction is presented to us for payment (whether by electronic or any other means) or on the day We receive notice of such Card Transaction, whichever is earlier. We may set aside or place a hold on Your Singlife Account for such amount as We may deem fit and necessary to cover the amount of the Card Transaction. Such an amount set aside or held is only an estimated sum and shall not be treated as conclusive of the actual amount of the actual Card Transaction and may therefore be higher or lower than the actual amount that We will eventually debit from Your Singlife Account in respect of such Card Transaction (in particular, for Card Transactions denominated in a currency other than Singapore dollars). For the avoidance of doubt, in respect of Card Transactions denominated in a currency other than Singapore dollars, it shall not be deemed that We have converted the Card Transaction amount into Singapore dollars on the day that the amount was placed on hold. It is hereby expressly agreed that We shall be at liberty to convert such amount to Singapore dollars at such time and at such rate of exchange as We may determine. Should We set aside or place on hold or apply as payment on any such amount, the available balance in Your Singlife Account shall be reduced by such amounts and Your insurance coverage in the Life Insurance Policy will be accordingly reduced in accordance with its terms. You may not cancel or stop payment on any Card Transaction nor use any sum set aside or placed on hold for any purpose (including to effect any Card Transactions using the Singlife card) or withdraw such sum set aside or held by Us under the Life Insurance Policy.
- 3.5 Where applicable, We may set aside or put on hold such sum(s) for such periods as We deem fit before We debit Your Singlife Account for the full amount of the actual transaction(s). We further reserve the right to increase the amount to be set aside or put on hold in respect of any Card Transaction if We are of the view that the amount initially held would not be sufficient to satisfy payment of that Card Transaction in full for any reason. It is hereby expressly agreed that We shall be entitled to debit the Singlife Account for the full amount of the Card Transaction.

Earmarking of Singlife Account Values

- 3.6 Our rights under this Agreement shall not cease after the termination of the Singlife Account; and We have the right to continue debiting Your Singlife Account for any Card Transactions effected before the termination of Your Singlife Account.
- 3.7 Your liability to Us under this Agreement for any sum due to Us shall survive the termination of this Agreement.

4 YOUR RESPONSIBILITIES

Key Security Responsibilities

- 4.1 Your Singlife card remains Our property at all times. You must keep Your Singlife card and Your Singlife App username and password secure (including not keeping any record of such username and password except in a secure electronic or physical location accessible or known only to You or unlikely to be found by a third party) and ensure that Your Singlife card number or any detail or particular of the Singlife card including, but not limited to, the Singlife Account or 9-digit token number, security code, expiry date of the Singlife card, and Your Singlife App username and password is not disclosed to any other person. Your Singlife card is to be used solely by You. You may not authorise any other person to use it, and it must not be transferred or pledged as security in any way. Upon termination or cancellation of Your Singlife card for any reason, You must destroy and refrain from using Your card.
- 4.2 You must notify us immediately if:
- a. There are any changes, material or immaterial, to Your personal information including, but not limited to, Your address, all telephone numbers (landline and mobile), Your email address and any other information that will affect any correspondence and/or notification and/or OTP from Us to You. You are solely responsible for ensuring that Your information are up to date at all times;
 - b. You believe or discover that Your Singlife card has been lost or stolen;
 - c. You believe or discover that a fraudulent transaction has occurred on Your Singlife card;
 - d. You believe or discover that Your Singlife card has been used without Your authorisation; or
 - e. any other event occurs which would, under the terms of this Agreement, allow Us to suspend or cancel the use of Your Singlife card or the related Online Services.
- 4.3 In certain circumstances, We may also require You to make a police report accompanied by written confirmation of the loss or theft and any other information that We may require.
- 4.4 After receipt of notice from You pursuant to clause 4.2, We may suspend or cancel the use of Your Singlife card. You may request a replacement Singlife card either through the Singlife App or through Our customer service channels. If We agree to provide a replacement card, it will be mailed to You to the address registered in Our records. The first replacement card will be provided free of charge. A fee may be applied to any further replacement cards.
- 4.5 You should also at minimum do the following to ensure the security of Your Singlife card and Your Singlife App username and password:
- a. Update Your mobile device's browser to the latest version available;
 - b. Patch the mobile device's operating systems with regular security updates provided by the operating system provider;
 - c. Install and maintain the latest anti-virus software on the device, where applicable; and
 - d. Use strong passwords, such as a mixture of letters, numbers and symbols.

Liability for Lost or Stolen Cards or Cards Used Without Your Authorisation

- 4.6 If Your Singlife card is lost or stolen or used without Your authorisation, Your liability for unauthorised transactions effected after such loss, theft or unauthorised use but before We are notified thereof shall be limited to S\$100 but only if:
- a. You have immediately notified us of the loss, theft or unauthorised use as required by clause 4.2;
 - b. You have immediately locked (deactivated) Your Singlife card in the Singlife App;
 - c. You assist us by providing Your full cooperation in the recovery of the unauthorised charges incurred;
 - d. You furnish us, if required, a police report accompanied by written confirmation of the loss, theft or unauthorised use and any other information that We may require; and
 - e. We are satisfied that such loss or theft is not due to Your negligence or default or Your failure to keep Your Singlife card and Your Singlife App username and password and any detail or particular of the Singlife card including but not limited to the Singlife Account number and expiry date of the Singlife card secure in accordance with clause 4.1.
- 4.7 You shall not be liable for any transaction(s) performed on Your Singlife card that occurred after You have both:
- a. Notified Singlife of the loss, theft or unauthorised use as required by clause 4.2; and
 - b. Locked (Deactivated) Your Singlife card in the Singlife App.
- 4.8 Other than as described in this Agreement, You are deemed to have performed for all transactions and shall be liable for all transactions that occur on Your Singlife card.
- 4.9 Any costs, fees or expenses (including legal costs) that are incurred by Us as a result of Your breach of this Agreement or arising out of Our enforcement of any of Our rights shall be recoverable by us from You on a full indemnity basis.

5 CHARGES AND RECOVERY OF PAYMENTS

Charges for the use of Your Singlife Card

- 5.1 The Singlife card is not subject to any annual fees, administration fees or service fees. However, We may at Our discretion impose new charges or fees, or vary any charge or fee referred to in this Agreement by notifying You of such new or varied charge or fee. Any new or varied charges or fees will take effect on the date specified in the notice that We send to You. Should You continue to keep or use the Singlife card after the specified date, You shall be deemed to have accepted the changes. If it is necessary to replace Your card (for example, if it is lost or stolen), the first replacement card will be provided free of charge. A fee may be applied to any further replacement cards.
- 5.2 You shall be responsible for all Goods and Services Tax and all taxes imposed on or payable in respect of any amount required to be paid under this Agreement. We reserve the right to debit the amount of such tax to Your Singlife Account.

- 5.3 If any payment has been made by Us as a result of Your use or purported use of Your Singlife card:
- a. and the Singlife Account was consequently debited, but the debit was reversed in error or the Singlife Account was not debited at all; or
 - b. after any payment instruction was given on the Singlife Account but before such payment instruction has been honored,
- then We, without any prior notice to You, shall, without any express consent from You, be entitled to correct the Singlife Account by:
- c. debiting Your Singlife Account with the amount paid by Us; or
 - d. by reversing the payment instruction, if there are insufficient funds available in the Singlife Account, as the case may be.

Refunds and Reversal

- 5.4 Where applicable, We will only credit the Singlife Account with refunds made by any Merchant or establishment in relation to any Card Transaction after We receive a properly issued credit voucher.
- 5.5 Where applicable, We will only credit the Singlife Account with and reversal of funds in accordance with Our dispute terms as stated in clause 5.6.
- 5.6 For any disputes in relation to refund and/or reversal arising out of Card Transactions using Your Singlife card, You will need to provide Us with relevant information and supporting documents, if any, for Our investigation. After Our investigations, We may, at Our sole discretion, accept or deny Your request for reversal of funds, in part or full.

6 OFFSHORE & FOREIGN CURRENCY TRANSACTIONS

Foreign Currency Transactions

- 6.1 If the currency of any Card Transaction is not in Singapore Dollars, it will be converted to Singapore Dollars at the exchange rate applied by Visa. Singlife will not impose any fee or charge in addition to this.
- 6.2 If You have chosen to convert Your Card Transaction denominated in foreign currency into Singapore Dollars via dynamic conversion currency (a service offered at selected Merchants or websites), You acknowledge that the process of conversion and the exchange rates applied will be determined by the relevant Merchant or dynamic currency conversion service provider, as the case may be. Singlife will not impose any fee or charge in addition to this.
- 6.3 We may charge, credit and debit, as applicable, all sums payable to Us under this Agreement to Your Singlife Account and for this purpose convert credits and charges incurred into the currency of Your Singlife Account at such rate(s) of exchange as We may determine.

7 TERMINATION

Rights to Terminate

- 7.1 We reserve the right to suspend or cancel Your Singlife card at any time without giving any reason or notice.

- 7.2 Subject to clause 3.7, You may lock (deactivate) Your Singlife card at any time by taking the required steps inside the Singlife App.
- 7.3 If Your Singlife Account is surrendered or terminated for any reason, Your Singlife card will automatically terminate too.
- 7.4 Your Singlife card will terminate automatically upon the expiry date stated on the Singlife card. You may apply for a replacement or new Singlife card before or after the expiry of Your card respectively.
- 7.5 For the avoidance of doubt, the termination of Your Singlife card will not terminate Your Singlife Account or impact the continued operation of Your Singlife Account, if it is still in force.

Obligations upon Termination

- 7.6 Upon the termination of Your Singlife card, You must not continue to use Your Singlife card. Any such use will be unauthorised and fraudulent.

8 LIMITATIONS ON LIABILITY

General Limitation

- 8.1 We shall not be responsible to You in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from the use of Your Singlife card, including but not limited to:
- a. whether as a result of computer breakdown, system virus interference, sabotage, mechanical failure or malfunction, interruption of services, cloning or similar duplication of Your Singlife card, material alteration of withdrawal requests, unauthorised or illegal access by third party, hacking, theft or loss of Your Singlife card or other reasons of any kind whatsoever through no fault of Ours;
 - b. if We are prevented from acting as a result of governmental restrictions (whether legislative or regulatory), imposition of emergency procedures or suspension of trading by any relevant market, civil order, act or threatened act of terrorism, natural disaster, war, strike or other circumstances beyond Our control;
 - c. for embarrassment which You may incur or suffer, directly or indirectly, arising out of or in connection with the refusal of Us or Our agents to honor any payment request through the use of Your Singlife card or by any other means;
 - d. arising from the exercise by Us of any of Our rights under this Agreement;
 - e. complying with any directions given regarding Your Singlife card, which orders, directions and receipts are authorised by You or in Our good faith determination appear to us to be authorised by You; or
 - f. arising out of delays in connection with any process performed by Us in relation to fraud detection/prevention, for anti-money laundering purposes or for legal and regulatory compliance.

For Card-Not-Present Transactions

- 8.2 You shall be liable for all Card-Not-Present transactions effected through the use of Your Singlife card for any reason other than pursuant to clause 4.7. We will not be liable to You in any way for any authorisation performed in connection with Card-Not-Present transactions.
- 8.3 All of Our records relating to Card Transactions are conclusive evidence of their accuracy and authenticity and shall be binding on You for all purposes.

Problems with Goods and Services

- 8.4 For the avoidance of doubt, We are not a party to any transaction for sale and purchase of goods or services between You and any Merchant made using Your Singlife card. We are not liable in any way should You encounter any problems with the goods or services that You obtain through the use of Your Singlife card, nor are We responsible for any benefits, discounts or programmes of any Merchant that We make available to You.
- 8.5 Notwithstanding any non-delivery or non-performance or defects in the goods and services You purchase using the Singlife card, We shall be entitled to debit Your Singlife Account the full amount arising from that transaction.
- 8.6 You will address and resolve any dispute involving goods or services purchased with Your Singlife card directly with the provider of the goods and services.

Non-Acceptance of Singlife Card

- 8.7 We are not liable in any way:
- a. should Your Singlife card be rejected by a Merchant or any terminal used to process transactions or if We refuse for any reason to authorise any Card Transaction;
 - b. for any malfunction, defect or error in any terminal used to process transactions, or other machines or system of authorisation;
 - c. for any delay or inability on Our part to perform any of Our obligations under this Agreement or otherwise if such delay or inability arises from a failure of, or any unauthorised and/or unlawful access to, any machine, data processing system, transmission link or arising from any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, civil disturbance, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lockouts, fire, flood, shortage of material or labor, delay in deliveries from subcontractors or any event outside Our control or the control of any of Our servants, agents or contractors or any fraud or forgery;
 - d. for any damage to or loss or inability to retrieve any data or information that may be stored in Your Singlife card or any microchip or circuit or device in Your Singlife card;
 - e. for Our compliance with any instruction given or purported to be given by You relating to Online Services, notwithstanding that the integrity of the information comprised in such instruction may have been compromised or impaired during transmission, provided that such compromise or impairment would not have been apparent to a reasonable person receiving such instruction;
 - f. if You are deprived of the use of any Online Services as a consequence of any action by Us and/or any Participant;

- g. any Online Service not being available due to system maintenance or breakdown/non-availability of any network; or
- h. for any equipment or software providers, any service provider, any network providers (including but not limited to telecommunications providers, Internet browser providers and Internet access providers), any Participant, or any agent or subcontractor of any of the foregoing. In any event, We are not liable for anything done or omitted to be done except in the case of Our gross negligence or willful default.

9 COMMUNICATION

Notifications

- 9.1 You will automatically be enrolled in the short message “SMS” alerts service (“Alerts”). As part of the Alerts service, notifications will be sent to You via SMS based on criteria pre-determined by Us at Our discretion for local and overseas transactions and suspicious or irregular transactions. It is Your responsibility to enable transaction notification alerts on any device You use to receive such Alerts from Us and to monitor for and review all such Alerts and to report to Us immediately of any unauthorised transaction in accordance with clause 4.2. We assume that You will promptly monitor and read such Alerts without any further reminders or repeat notifications.
- 9.2 You shall ensure that Your mobile phone and number is able to receive SMS both in Singapore and overseas, and You shall be responsible for any fee imposed by Your mobile phone service provider on these messages. You are responsible for ensuring that Your mobile number, provided by You, in Our records is accurate and up to date at all times.
- 9.3 We will provide to You, via email and/or Push (Singlife App) transaction notifications and receipts of all outgoing transactions made with Your Singlife card. The transaction notifications and/or receipts will be sent on a batched basis at least once every 24 hours via e-mail and/or immediately by Push notification (Singlife App). It is Your responsibility to monitor and review all such transaction notifications and receipts, and to report to Us of any and all unauthorised transactions in accordance with clause 4.2. You are responsible for ensuring that Your email address, provided by You, registered in Our records is accurate and up to date at all times.
- 9.4 We may send any notices, advices or any other communications to You by email, Push notification (Singlife App) or through any other media (including but not limited to Online Services or other electronic media) as selected by us. Such notices or other communications will be considered to be sent and received by You immediately in the case of electronic transmission and on the day following such mailing or on the day when it was so left even if the same is returned undelivered. All notices and communications can also be done through the press, radio, television or any other media as selected by us. You are considered to have notice on the date of delivery, publication, broadcast or communication.
- 9.5 You shall bear all risks of communications made by You to Singlife and by Singlife to You. You shall not hold Us liable in the event that any communication is delayed, intercepted, lost and/or failed to reach You during delivery, transmission or dispatch or if the content of such communication is disclosed to any third party during transit except where You have conclusively established in the courts of Singapore that such delay, interception, loss and/or failure to reach You or disclosure to any third party was due solely to Our gross negligence or willful default.
- 9.6 Alerts or other electronic communications from or to Us are not encrypted and may include details relating to Your transaction(s). You are responsible for the security of Your mobile phone as We shall not be liable if any Alert or other electronic communication is viewed or accessed by persons other than You.

- 9.7 We shall not be liable for any costs (including legal costs), expenses or damages that may arise directly or indirectly from:
- a. the non-delivery, delayed delivery or misdirected delivery of an Alert or other electronic communication;
 - b. the non-receipt of an Alert or other electronic communication, including the inaccurate or incomplete content of an Alert; or
 - c. reliance on or use of any information provided in an Alert or other electronic communication for any purpose.
- 9.8 An Alert shall not be deemed to constitute a record of the Card Transaction to which it relates. For the avoidance of doubt, the Alert service does not free You from the responsibility of safeguarding the physical security and authorised use of Your Singlife card and We shall not be liable for any unauthorised transaction(s) that may be charged to the Singlife Account resulting from a failure from ensuring the physical security and authorised use of Your Singlife card.

Instructions from You

- 9.9 Notwithstanding anything to the contrary in this Agreement or otherwise, We may (but shall not be obliged to) act on any instruction for surrender, closure or any other matter whatsoever relating to the Singlife card that is given or purportedly given by You. We shall not be obliged to give any notice and/or assign any reason for not acting on any instruction.
- 9.10 We shall be entitled to refuse to accept or to act on any instruction for any transaction or any matter relating to the Singlife card if:
- a. We are unable to verify Your identity to Our satisfaction;
 - b. We have any doubt on the authenticity, clarity or completeness of the instruction;
 - c. the form or content of such instruction is not in accordance with Our requirements, policies or practices as We may prescribe from time to time;
 - d. the instruction is not in accordance with the mandate(s) for the time being in effect in relation to any associated Singlife Account;
 - e. We receive two or more notices, demands, instructions or other communications which We consider to be inconsistent; or
 - f. We reasonably determine that You are unable to give instructions which represent Your true intentions or lack mental capacity to manage a Singlife card; and
 - g. We shall not be liable to You as a result of such refusal.
- 9.11 Notwithstanding the above, We may act upon any instruction which We believe in good faith to be given by You, without waiting for confirmation or without inquiry as to the identity of the authority of the person giving or purporting to be giving such instruction or the authority thereof and notwithstanding that such instruction may conflict with other instructions You have given Us, or any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such instruction.
- 9.12 You will indemnify us against all liabilities, claims, demands, actions, proceedings, losses, damages, expenses, costs (including legal costs on a full indemnity basis) and all other liabilities of whatsoever nature and howsoever arising which We may incur or suffer directly or indirectly as a result of Us acting on any instruction in accordance with this Agreement. You also agree that We

will not be liable to You for any loss, damage, expense or cost that You may incur as a result of Our acting on such instructions.

- 9.13 We may as We deem fit record all instructions received from You, and all other telephone conversations conducted with You, and You agree to be bound by such recording. You further agree that any telephone conversations may be recorded with or without the use of an automatic tone warning device and that We may, with or without Your consent, use such recordings in court proceedings in the event of any dispute. You also agree that We may at any time erase such recordings.
- 9.14 We are entitled, but not obligated, to perform a call back to confirm any instruction given by You.

10 SUSPENSION OF SINGLIFE CARDS/SERVICES

- 10.1 We reserve the right in Our absolute discretion at any time to suspend operations of any or all the services relating to the Singlife card or part thereof for such duration as We deem fit, without any notice to You, including but not limited to the situations where:
- a. We receive contradicting instructions, whether written or verbal, from You relating to the use of Your Singlife card;
 - b. As a result of force majeure, any calamity or condition, industrial actions, power failure, computer breakdown or sabotage, or any other reason, Our access to records relating to Your Singlife Account or Your Singlife card or services is hindered;
 - c. We are notified or become aware of any application or petition to declare You bankrupt;
 - d. We are notified of or suspect that Your Singlife card has been or may be used for unlawful purposes; or
 - e. We deem it necessary to comply with applicable laws, regulations, notices or directives or to comply with a lawful direction from a competent authority.
- 10.2 We will not be liable for any loss, damage, expense or inconvenience, including indirect losses suffered or incurred by You as a result of us suspending the operations of any or all of Your Singlife card under these conditions.

11 MISCELLANEOUS

Ranking

- 11.1 The provisions of this Agreement shall supplement and not replace the provisions of any agreement You may have with Us with respect to Online Services or the Singlife Account, any other agreement(s) between Us and You or any of Our rights arising under any such agreement(s). Should the provisions of this Agreement and the provisions of any such other agreement conflict, the provisions of this Agreement shall prevail insofar as they relate to the Singlife card.

Delay or Failure to exercise rights

- 11.2 Any delay or failure by Us to exercise Our rights and/or remedies under this Agreement will not represent a waiver of any of Our rights, unless We specifically notify You of such a waiver in writing.

Assignment

- 11.3 You may not assign, sublicense, or transfer this Agreement or any of Your licenses, rights, or obligations under this Agreement without the written consent of Singlife (in its sole discretion). Singlife may freely assign this Agreement, in whole or part, including to an affiliate, or to an acquirer of or successor to Singlife's business or assets related thereto. Any assignment, sublicense, or transfer by You in violation of this clause shall be void and without force or effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

Consents

- 11.4 Any consent You give pursuant to this Agreement in relation to personal data shall survive Your death, incapacity, bankruptcy or insolvency, as the case may be, and the termination of this Agreement and, where applicable, the closure of Your Singlife Account.

Indemnity

- 11.5 You will indemnify Us against any liability, loss, damage, including expenses (legal or otherwise) which We may incur, directly or indirectly, by reason of Our having made available the Singlife card or having entered into this Agreement with You or enforcement of Our rights under this Agreement or in acting upon any instructions which You may give in relation to Your Singlife card or any negligence, fraud and/or misconduct on Your part or on the part of any agents or representatives of Yours or Your breach of this Agreement.

Severability

- 11.6 If any term of this Agreement is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from this Agreement and rendered ineffective where possible without modifying the other terms of this Agreement.

No Waiver

- 11.7 No failure to exercise, nor any delay in exercising, on Our part any right or remedy under this Agreement will operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. Our rights and remedies in this Agreement are cumulative and not exclusive of any other rights or remedies provided by law.

Contracts (Rights Of Third Parties) Act 2001

- 11.8 Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore (as may be amended and substituted from time to time) to enforce or enjoy the benefit of any term in this Agreement. Notwithstanding any term in this Agreement, the consent of any third party is not required to vary (including to release or compromise any liability) or terminate this Agreement.

Outsourcing

- 11.9 We shall have the right to outsource or sub-contract any part of Our operations to such third party (including but not limited to any party outside Singapore) on such terms and for such scope as We deem fit in Our sole discretion.

Governing Law and Jurisdiction

- 11.10 This Agreement and the operation of Singlife card shall be governed by and be construed in accordance with the laws of Singapore. Parties hereby agree to submit to the exclusive jurisdiction of the Singapore courts.

12 YOUR REPRESENTATIONS AND WARRANTIES

- 12.1 You represent and warrant that:

- a. You are at least eighteen (18) years of age;
- b. You are eligible to register for and use the Singlife card;
- c. You have the full right, power, and legal authority to enter into this Agreement;
- d. You will provide to Us all such information and documents as We may require for Us to verify Your identity (or any person acting on Your behalf) or for Our compliance with any applicable law or for any other reason when You apply for the Singlife card or at any time thereafter and You will notify Us immediately of any updates to such information and documents;
- e. any information or documents that You provide to Us is accurate, complete and not misleading in any respect at all times during Your use of the Singlife card;
- f. You will not use the Singlife card for engaging in transactions in, or with any designated persons in, any of the following countries: Democratic People's Republic of Korea, Democratic Republic of Congo, Eritrea, Libya, Somalia, South Sudan, Sudan, Yemen, Iran, Cuba, Syria, North Korea, or any other country which (or with any other persons who) are sanctioned by the United Nations Security Council, or sanctioned under any applicable law in Singapore;
- g. You will not use the Singlife card for engaging in any transactions which:
 - i. are illegal or have any illegal purpose or violate any applicable law, statute or regulation;
 - ii. give rise to civil or criminal liability;
 - iii. involve the sale and purchase of goods or services that are illegal or the sale and purchase of products or services identified by government agencies to have a high likelihood of being fraudulent; or
 - iv. are part of or connected to a money transfer mechanism to transfer funds to a third party which does not relate to an underlying transaction of goods and services.

13 DEFINITIONS

- 13.1 The following definitions apply in this Agreement:

- a. **"Agreement"** means this Agreement as amended or supplemented;
- b. **"Business Hours"** means weekdays (other than Saturdays, Sundays and public holidays declared by Singapore) from 9:30 a.m. to 5:30 p.m.;
- c. **"Card Transaction"** means any payment made or any amount charged for any goods, services and/or other benefits by, through or from the use of the Singlife card in any

other manner, regardless whether a sales draft or other voucher or form is signed by You and whether authorisation has been sought by us, and shall include a Card-Not-Present Transaction, Contactless Transactions, and signature-based Point of Sale Transaction;

- d. **“Card-Not-Present Transaction”** means a transaction effected in a Merchant environment where You and the Singlife card are not physically present at the time of usage. Typical Card-Not-Present transactions include but are not limited to internet-based transactions, mail, telephone or facsimile orders or reservations or recurring payments;
- e. **“Contactless Transactions”** means a transaction effected either by tapping or waving the Singlife card against such reader without requiring any authentication on Your part. This includes electronic payments facility dedicated for public transport (trains and buses) in Singapore;
- f. **“Merchant”** means any person, firm or corporation which enters into an agreement with Singlife, or any member or licensee of Visa International, or any other electronic service provider relating to the use and/or acceptance of a Singlife card in payment to such person whether for goods, services or charges provided or incurred;
- g. **“Online Services”** means any services or facilities which We may make available to You from time to time that are offered via electronic means, including any card, electronic, computerised or telecommunication devices or modes of operating Your life insurance policies with Us, the Singlife App and the SMS Alerts Service;
- h. **“Participant” and “Partner”** means:
 - i. any person, firm, company or organisation in Singapore or otherwise, including any third party, which, from time to time, participates or is involved, directly or indirectly, in providing the Singlife card services and any related services; and
 - ii. any person or organisation to whom We outsource certain functions or activities or who provide administrative, telecommunication, internet service providers, network providers, computer, or other services, software, equipment or facilities to us relating to the operation of the Singlife card services and related services; and
 - iii. Our agents or storage or archival service providers (including but not limited to any provider of any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storage, and/or filing any documents or items on which Your name and/or other particulars appear, or any data or records or any documents whatsoever; and
 - iv. any equipment or software providers, any service provider, any network providers (including but not limited to telecommunications providers, Internet browser providers and Internet access providers); and
 - v. any agent or subcontractor of any of the foregoing.
- i. **“Point of Sale Transaction”** means transactions initiated at Merchants’ physical point of sale terminals;
- j. **“Singlife Card Number”** means the unique 16-digit number primary account number which is embossed on the Singlife card that identifies the card issuer and the funding account and is used for transaction routing.

13.2 The following interpretation provisions apply to this Agreement:

- a. The singular includes the plural where applicable and vice versa. A gender includes all genders.
- b. This Agreement is binding on and enforceable against You, Your heirs, personal representatives, administrators, executors and successors in title.
- c. The headings used in this Agreement are for ease of reference and shall not affect the interpretation of any provision.
- d. Unless otherwise provided, any reference to any statute or legislation shall be deemed a reference to such statute or legislation as amended from time to time or to a newly adopted statute or legislation replacing a repealed statute or legislation and be deemed to include any subsidiary legislation made thereunder.
- e. Any reference to a person shall include a corporate entity or other legal entity.
- f. Any reference to the words “use”, “using” or “use of” any Singlife card shall mean use of the physical Singlife card, or any detail or particular of the Singlife card including but not limited to the Singlife Account number and expiry date of the Singlife card or use via such other permitted means or channels as We may designate or allow from time to time.