

Terms and Conditions

1. Definitions and Interpretation

1.1 In these Terms, the following words and expressions shall have the following meanings:

- 1.1.1 “**AMS**” refers to Allinpay Merchants Services (Singapore) Pte Ltd
- 1.1.2 “**AML**” means anti-money laundering.
- 1.1.3 “**Card**” means the Prepaid Card issued to you by AMS pursuant to a card scheme and programme administered by AMS upon these Terms.
- 1.1.4 “**Card Issuer**” refers to AMS, the issuer of the Cards who is permitted to issue prepaid cards under a card scheme and programme, including the card scheme and programme administered by AMS.
- 1.1.5 “**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 Card or the Card number appearing on the Card itself or in any other manner, including but not limited to Contactless Payments, online, offline or mail, telephone or facsimile orders or reservations (as may be determined and communicated by AMS), regardless of whether a sales draft or other voucher or form is signed by you and whether authorisation has been sought from or given by AMS and whether with or without your knowledge or authority.
- 1.1.6 “**Card Limit**” means the maximum permissible limit prescribed by AMS and whether with reference to time periods, total Card Transaction values, types of transaction, types of accounts or with reference to any other factors that AMS may deem fit or a combination of one or more of the aforesaid factors.
- 1.1.7 “**CFT**” means countering the financing of terrorism.
- 1.1.8 “**Contactless Payment**” means the facility that allows you to execute Card Transactions either by tapping or waving your Card against a Contactless Payment Reader without requiring any signature, PIN or other authentication on your part.
- 1.1.9 “**Contactless Payment Reader**” means a point-of-sale device or system (as approved by the Card Issuer/Visa in its sole and absolute discretion from time to time) at which the Card may be used to execute Card Transactions, either by tapping or waving the Card against such reader.
- 1.1.10 “**Customer Information**” means all information which you provide or which is obtained as a result of or in connection with these Terms and/or your use of the Card, including information which relates to a Card Transaction, information which identifies or which relates to an individual, whether true or not, and information collected, used and/or disclosed as described in the AMS Data Protection Policy.
- 1.1.11 “**AMS Data Protection Policy**” means the current version of the data protection policy available on our website or such other Internet website as may be maintained in respect of such policy.
- 1.1.12 “**Force Majeure Event**” means any event or circumstance the occurrence and the effect of which AMS is unable to prevent and avoid notwithstanding the exercise of reasonable foresight, diligence and care on the part of AMS.
- 1.1.13 “**Indemnified Parties**” means AMS, and each of their respective directors, officers, employees,

suppliers, vendors, licensors, agents and representatives.

1.1.14 “**Losses**” means all losses, liabilities, costs, damages (including damages arising from cyber attacks), claims, expenses (including legal fees, costs and expenses on a full indemnity basis), compensation, demands, actions and proceedings, howsoever arising, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, and whether direct, indirect or consequential.

1.1.15 “**Security Procedures**” means any security procedure specified by AMS from time to time for use by you in connection with the use of the Card, and/or payment or other transactions made therewith as applicable to the Card.

1.1.16 “**Terms**” means these Terms and Conditions, as may be amended from time to time.

1.2 The headings or titles to the Clauses in these Terms are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Terms.

1.3 Where the context so admits, the singular shall include the plural and words in the masculine gender shall include the feminine gender and/or neuter gender and vice-versa.

1.4 Any reference in these Terms to any Clause shall be construed as a reference to the clauses of these Terms unless otherwise expressly stated.

1.5 The words “include” or “including” in these Terms shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import.

1.6 Any reference in these Terms to any person shall be construed as a reference also to such person’s successors and assigns.

2. AMS

- 2.1** Allinpay Merchants Services (Singapore) Pte. Ltd. (“AMS” or “we”) is a Major Payments Institution, licensed under the Payments Services Act 2019, to carry out the business of (1) account issuance service, (2) domestic money transfer service, (3) cross-border money transfer service, (4) merchant acquisition service and (5) e-money issuance service.
- 2.2** AMS is required by law to carry out security and customer due diligence checks on you in order to provide any services to you. You agree to cooperate with all requests made by us in relation to your Account and/or Card, to identify you, authenticate your identity, or validate your funding sources or transactions. AMS may close, suspend, or limit access to your Account and/or Card if we’re unable to obtain or verify such information.
- 2.3** AMS is committed to comply with sanctions laws and regulations (as may be amended from time to time) passed by Singapore, the United Nations Security Council, the European Union and the U.S Department of the Treasury’s Office of Foreign Assets Control as well as any applicable sanctions’ laws in the jurisdictions in which we operate. Our customer acceptance policy is aligned with the Sanctions Laws and our risk appetite. By using your Card and the Services, you represent and warrant that at all times, you’re not subjected to Sanctions Laws and shall not use your Card or the Services for the benefit of sanctioned individuals, entities, countries or territories. AMS will not hesitate to take necessary action, including reporting, rejecting and/or blocking transactions, rejecting funds, closing accounts, terminating relations that at our sole discretion, appear to violate Sanction Laws.
- 2.4** To contact AMS in connection with any matter relating to the Card, you may email AMS’s customer email at sg@allinpayhk.com.
- 2.5** Any determination, decision or opinion that AMS may make or have under or as envisaged in any provision in these Terms may be made or held in the sole and absolute discretion of AMS (whether or not it is expressly stated as such in the relevant provision). AMS shall not be required to provide any reason or explanation for any of its determinations, decisions and opinions. Without prejudice to the foregoing, if AMS nevertheless provides any reason or explanation for any of its determinations, decisions or opinions, such reason or explanation shall not be binding on AMS and does not constitute any representation, warranty or undertaking by AMS (as to future action or otherwise).

3. Use of Card

- 3.1** The Card is a prepaid card that can be used on to purchase goods or services at participating merchants approved by AMS from time to time. The Card may not be used to obtain cash from automated teller machines (ATM) or for any other type of purchase or cash advance.
- 3.2** AMS is entitled, at any time in its absolute discretion and without giving prior notice or reason, to determine and vary the types of Card Transactions that may be carried out using the Card, and the participating merchants where Card Transactions may be carried out.
- 3.3** Your Card may be used to carry out Contactless Transactions at Contactless Transaction Readers. Any usage of a Card at any Contactless Transaction Reader, if permitted by AMS, shall be subject to such terms and condition as AMS from time to time.

- 3.4** AMS shall be authorised to debit your Card with the amount of all Card Transactions and any fees and charges payable by you under these Terms. You must ensure that you have sufficient balance in your Card for the Card Transaction before use.
- 3.5** You must keep a secure record of your Card number and the date on which your Card expires. You are responsible for keeping your Card safe and within your possession. You must not allow any other person to use your Card, give your Card number and details to any unauthorised person.
- 3.6** You are responsible for all transactions initiated and fees incurred by use of your Card. Without prejudice to the foregoing, if you permit another person to have access to your Card or Card number, we will treat this as if you have authorised such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of the Card according to these Terms.
- 3.7** 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 the law of your country of residence. You must safeguard your Card and maintain the integrity and security of any Security Procedures associated with your Card.
- 3.8** You shall be liable for all Card Transactions whether or not executed with your knowledge or authority, regardless of how such transactions were effected and notwithstanding that the available Card Limit (as the case may be) applicable to the Card shall have been exceeded, including without limitation where arising in connection with any negligence on your part (which shall be deemed to include without limitation where you fail to adopt any Security Procedures. In this regard you acknowledge the ease of which unauthorised Card Transactions may be carried out and accept the risk of unauthorised Card Transactions.
- 3.9** AMS shall be entitled to treat any person in physical possession and control of any Card as the rightful holder or user thereof, and are entitled to rely upon any signature, digital certificate or token or use of the Card as conclusive evidence of the fact that the Card Transaction relating thereto was authorised and properly made or effected by you. AMS shall not in any way be liable for any loss, costs, damages suffered by any person including the rightful holder of the Card with respect to any transaction effected through the Card.
- 3.10** It is your responsibility to keep track of your spending on the Card. If you attempt to use the Card when there is an insufficient funds available to cover the full amount of a proposed Card Transaction, the Card Transaction in most instances will be declined. However, if due to a system malfunction or for any reason whatsoever, a Card Transaction occurs despite insufficient balance in your Dash Wallet Account, creating a negative balance in your Card, you agree to reimburse us, upon request, for the amount of the Card Transaction in excess of the balance in your Card.

3.11 AMS may set aside or place a hold on your Card in respect of any Card Transaction on the day such Card Transaction is presented to AMS for payment or on the day we receive notice of such Card Transaction. Such an amount set aside or held is only an estimated sum of the actual Card Transaction and may not be identical to the actual Card Transaction. Should AMS set aside or hold any amount, the balance in your Dash Wallet Account shall be notionally reduced by such amount that AMS set aside. You may not stop payment on such Card Transaction nor use any sum set aside or held by AMS from your Card. Where applicable, AMS may set aside or hold such sums from your Card for such period(s) as AMS deems fit after which AMS shall debit your Card for the full amount of the actual Card Transaction.

3.12 AMS shall be entitled to at any time impose fees and charges on you, and to change and/or amend such fees and/or charges payable, for

- (i) your use of the Card,
- (ii) any reactivation or termination of the Card,
- (iii) the processing of any dispute regarding the validity of any Card Transaction or any refund or chargeback request,
- (iv) any cancellation fee for “no show reservations” or charges for cancelling or failing to fulfil any pre-order or reservation for goods and/or services;
- (v) any service charge/administration fee for any action taken by AMS in carrying out any of your instructions and/or requests relating to your Card, whether such service or action is referred to or contemplated in these Terms or otherwise; and/or
- (vi) the production or retrieval of any document of and relating to any Card Transaction.

The quantum of such fees and charges shall be as determined by AMS from time to time. Your continued use of the Card shall be deemed to be your conclusive acceptance of such fees and charges, and changes and amendments to such fees and charges (if any).

3.13 Any use by you of the Card shall be governed by these Terms between you and AMS, where applicable, and is subject to such other guidelines, procedures, policies and regulations which may be prescribed, introduced, varied and/or amended by any applicable regulatory authority or law enforcement body from time to time. For the avoidance of doubt, you shall have no rights against the Card Issuer whether under these Terms or otherwise for your use of the Card and the Card Issuer shall not be liable to you or any person for any loss, liability, damages, or expense whatsoever, howsoever arising in connection with your use of the Card.

4. Card Limit

4.1 Each top-up of the Card is capped at SGD 1,000 and the Card shall not contain any amount exceeding SGD 1,000 at any point of time. The maximum allowable top-up amount is SGD 20,000 per annum.

4.2 AMS may at its sole and absolute discretion set such Card Limits with respect to the use of the Card and may vary the Card Limit without notice.

4.3 You shall not at any time carry out or attempt to carry out such Card Transactions by the use of the Card, the aggregate value of which will cause the Card Limit as applicable to the Card to be exceeded without AMS's prior written approval.

4.4 In calculating whether the Card Limit has been exceeded, AMS may take into account the amount of any Card Transaction not yet debited from your Card and of any authorisation given by AMS to a third party in respect of a prospective Card Transaction.

4.5 For the avoidance of doubt, and notwithstanding the above, we shall be entitled, at our sole and absolute discretion, to allow Card Transactions to be effected notwithstanding that the available Card Limit has been overdrawn or exceeded, and shall not be liable to you for any loss, charges or damages resulting therefrom.

4.6 Notwithstanding anything herein contained, AMS is entitled, at any time in its absolute discretion and without giving prior notice or reason, to refuse to approve any proposed Card Transaction that you wish to effect even if such transaction would not cause the Card Limit to be exceeded.

5. Disputes

- 5.1** You may email AMS at sg@allinpayhk.com in the event of any dispute regarding the validity of any Card Transaction or request for refund. AMS shall assist you in resolution of the dispute and may at its discretion direct such dispute or refund to the Card Issuer for resolution and processing.
- 5.2** Where required, you shall promptly take such steps as may be specified by AMS in relation to such dispute, or refund, including furnishing a written explanation of the dispute or refund and/or a copy of the related sales transaction receipt and any other information and supporting documents that AMS may require.
- 5.3** Any fees and charges imposed by AMS for the processing of such dispute or refund may be deducted from your Card or claimed from you and shall not be refundable for any reason whatsoever.
- 5.4** You hereby agree and accept that (a) the Card Issuer may, but are not obliged to (whether under these Terms or otherwise) assist you with or process your dispute or refund; and (b) the decisions of AMS on all matters relating to or in connection with such dispute or refund request is final and conclusive and binding on you for all purposes unless otherwise provided in such terms, conditions, rules, procedures and/or guidelines as may be issued by AMS from time to time.
- 5.5** You acknowledge and agree that any refund of any amount previously charged to your Card may be subject to such terms, conditions, rules, procedures and/or guidelines as may be issued by the relevant card scheme from time to time.
- 5.6** AMS shall not be liable to you in any circumstance for any matters relating to or in connection with such dispute, refund or chargeback request.

6. Notification

- 6.1** You shall promptly notify AMS upon discovering that your Card is lost or stolen or has been there has been any inappropriate or unauthorised disclosure of and/or use of your Card and/or any details of your Card. You shall notify AMS of such loss/theft or inappropriate or unauthorised access/use by notifying AMS in writing. Where required, you shall promptly take such steps as may be specified by AMS in relation to the foregoing matters, including making a police report accompanied by written confirmation of the loss/theft/misuse/disclosure and any other information that AMS may require.
- 6.2** Subject to these Terms, you shall not be liable for any fraudulent transactions not authorised by you after you have reported the loss to AMS. However, AMS shall be entitled to debit your Card for all Card Transactions carried out before AMS is notified of such loss/ theft/ disclosure, even if such transactions were carried out without your authorisation.

7. Termination

- 7.1** AMS may at any time suspend (for such period as AMS may in its sole and absolute discretion consider appropriate) or terminate these Terms and/or the availability to you of and/or your use of the Card (in whole or in part), without notice to you and without giving any reason. AMS may (but shall not be obliged to) post a notice of such suspension or termination on the AMS Website or make such notice available in any other manner deemed appropriate by AMS.
- 7.2** Without prejudice to the foregoing, AMS may at any time suspend (for such period as such AMS may in its sole and absolute discretion consider appropriate) or terminate the availability to you of and/or your use of the Card (in whole or in part), without notice to you, if:
- 7.2.1** AMS has, in its sole and absolute discretion, reason to believe that you have provided it with any false identification or otherwise misleading information, or that any information provided by you to AMS in connection with these Terms is false, misleading or incorrect;
 - 7.2.2** you have, or AMS has, in its sole and absolute discretion, reason to believe that you have, committed a breach of any of the provisions of these Terms or that you have misused or are likely to misuse the Card (including for any unauthorised use or any criminal or illegal purpose);
 - 7.2.3** AMS has, in its sole and absolute discretion, reason to believe that you are using the Card on behalf of another party;
 - 7.2.4** AMS is required to do so in order to comply with any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body;
 - 7.2.5** there is a security threat or suspected security threat in relation to your use of the Card (including risk of money laundering or terrorist financing, hacking or through the introduction of viruses or other malicious code);
 - 7.2.6** you become bankrupt or generally fail or are unable to pay any of your debts as they fall due;
 - 7.2.7** AMS is, in its sole and absolute discretion, of the opinion that you have perpetrated a fraud on AMS, or have conducted yourself in a manner which may result in perpetrating or attempting to perpetrate such a fraud;
 - 7.2.8** you die, or become mentally incapacitated or suffer some other form of legal disability;
 - 7.2.9** any representation or warranty made by you to AMS in connection with these Terms is incorrect or misleading.
- 7.3** Your obligations under these Terms will continue and AMS shall remain to be entitled to debit your Card for any amount and charges incurred in or related to Card Transactions that are carried out before or after the termination of your Card. Until such amounts and charges are paid in full, you shall remain liable to AMS for such amounts and charges.
- 7.4** You shall not be entitled to any payment, compensation or damages from AMS in relation to any suspension or termination of your use of the Card for any reason whatsoever.
- 7.5** Any suspension or termination of your use of the Card for any reason whatsoever shall not release you from any liability or responsibility on your part, which at the time of such suspension or termination, has already accrued.

7.6 The rights of suspension and termination of AMS under these Terms shall be without prejudice to any other rights or remedies which AMS may have (whether under these Terms, at law, in equity or otherwise).

8. General Rights of AMS

8.1 You hereby agree and accept that AMS's records of Card Transactions and any other matter in relation to these Terms (including any communications transmitted electronically or telecommunications between AMS and you) as final and conclusive and binding for all purposes, in the absence of manifest error.

8.2 Without prejudice to any of AMS's other rights and remedies (whether under these Terms, at law, in equity or otherwise), AMS is required to act in accordance with any and all applicable laws and directions, orders and requirements of any applicable regulatory authority and/or law enforcement body relating to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities, and may be subject to sanctions in relation thereto. AMS shall have the right to take any action which may be required by any applicable regulatory authority and/or law enforcement body or which it, in its sole and absolute discretion, considers appropriate to take in order to comply with such laws, directions, orders and requirements.

8.3 Without prejudice and in addition to any right of set-off to which AMS is otherwise entitled, AMS may, at any time, upon written notice to you, set-off any amounts owing by you to AMS against any amounts which AMS owes to you. Notwithstanding the foregoing, in the event that you breach any provision of these Terms, AMS may perform such set-off without notice to you.

9. Disclaimers, Indemnity and Liability

9.1 AMS is licensed by the Monetary Authority of Singapore to provide e-money issuance services. Please note that this does not mean that you will be able to recover all the money you paid to AMS if AMS's business fails.

9.2 AMS shall not in any event be liable in any way to you or any person for any loss, liability, damages or expense whatsoever, howsoever arising:

- (i) in connection with the use of the Card;
- (ii) should use of your Card or any Security Procedure be rejected by a merchant or any terminal used to process Card Transactions or if AMS or any merchant refuses for any reason to authorise any Card Transaction or to accept or honour the Card;
- (iii) for any malfunction, defect or error in any terminal used to process Card Transactions or to facilitate the usage of the Card, or of other machines or systems of authorisation whether belonging to or operated by AMS or other persons or the inability of any terminal, machine or system to accurately, properly or promptly transmit, process or store any data;
- (iv) for any delay or inability on our part to perform any of our obligations under these Terms because of any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, terrorism, civil disturbance or any event outside our reasonable control or the reasonable control of any of our servants, agents or contractors;
- (v) for any breach of any obligation of confidentiality by any third party provider of any service or facility associated with any Card. You acknowledge and understand that use of the same involves the transmission of your personal data and transaction details through third parties which AMS may be unable to control, and AMS is not responsible or liable to you for their performance or the non-performance of their obligations to you;
- (vi) for any loss, theft, use or misuse of any Card and/ or compromise of any Security Procedure or any breach of these Terms;
- (vii) for any injury to your credit, character and reputation in relation to your use of the Card or any inability to use any Enabled Device;
- (viii) for any delay in the release of any amount placed on hold in your Card;
- (ix) for any failure by AMS to follow payment instructions (including but not limited to GIRO or other standing payment instructions) given by you due to insufficient available funds in your Card or insufficient available funds arising from us putting amounts in your Card on hold or the delay in releasing such hold and any hold placed on your Card upon receipt of a request for authorisation of a Card Transaction or a notice of a Card Transaction or a request for payment (including but not limited to a request by electronic means) notwithstanding that such request or notice were unauthorised or forged or that the Card Transaction was not carried out or rescinded.

and you hereby waive claim you may now or in the future have against AMS for the same. You shall fully and effectively indemnify, defend and hold harmless the Indemnified Parties from and against, any and all Losses arising directly or indirectly from or in connection with any or all of the foregoing matters.

9.3 AMS makes no warranty or representation as to the quality, value, merchantability or fitness for purpose of the any goods and/or services purchased via the Card and assumes no liability or responsibility for the acts or omissions of the merchants and/or suppliers of such goods/services. Any dispute about the value, condition

or performance of any of such goods/services is to be resolved directly with the relevant merchants and/or suppliers of such goods/services.

9.4 You shall indemnify and keep the Indemnified Parties fully indemnified against all claims, demands, actions, proceedings, losses, damages, costs and expenses of any nature (including legal costs on an indemnity basis) incurred, suffered or sustained by the Indemnified Parties, directly or indirectly, by reason of or in connection with these Terms, including but not limited to:-

- (i) any use or misuse of the Card including without limitation all Card Transactions regardless of whether or not authorisation has been sought and/or given;
- (ii) breach of any provision of these Terms on your part;
- (iii) the enforcement or protection of the Indemnified Parties' rights and remedies against you under these Terms, or in obtaining or seeking to obtain payment of all or any part of the monies hereby agreed to be paid by you;
- (iv) insufficiency of available funds in your Card to meet a request for payment of any Card Transaction or settlement of any other liability hereunder; and/or
- (v) any change in any law, regulation or official directive which may have an effect on your Card and/or these Terms.

9.5 This Clause shall survive any expiry, termination or other cessation of your relationship with AMS and/or your use of the Card.

10. Personal Data

10.1 AMS shall be entitled to request for, retrieve and collect, and you hereby affirmatively agree, consent to and authorise the collection, retrieval, use and disclosure by and on behalf of AMS, any and all Customer Information, in the manner and for the purposes set out in the AMS Data Protection Policy and for the following purposes (collectively, the "**Purposes**"):

- 10.1.1** carrying out identification checks, due diligence and other checks, screenings and verifications (including for anti-fraud, anti-terrorism, CFT and AML purposes);
- 10.1.2** dealing in any matters relating to the Card (including the mailing of correspondence, statements, invoices, reports or notices to you, which could involve disclosure of certain personal data about you to bring about delivery of the same as well as on the external cover of envelopes/mail packages);
- 10.1.3** Investigating fraud, misconduct, any unlawful action or omission, whether relating to your claims or any other matter relating to your Card and/or your relationship with AMS and whether or not there is any suspicious of the aforementioned;
- 10.1.4** for meeting legal, regulatory and other compliance requirements (including disclosure to all government agencies and authorities, regulators (such as, without limitation, the Monetary Authority of Singapore), exchanges, clearing houses, markets or depositories); and
- 10.1.5** providing you with information, conducting market research and other survey, maintaining safety and security, and other purposes as further described in the AMS Data Protection Policy,

10.2 You agree that AMS is entitled, in its absolute discretion, at any time and without notice or liability, to disclose any information relating to you or your Card Transaction(s) (“**Information**”) to:

- (i) any merchant or establishment which accepts the Card,
- (ii) any bank or financial institution,
- (iii) any credit bureau and/or its compliance committee and for such credit bureau and/or its compliance committee to disclose the Information to third party or parties, including but not limited to its member banks or financial institutions,
- (iv) any government agency, statutory board or authority in Singapore or elsewhere,
- (v) any party involved in facilitating, effecting or processing the Card Transactions,
- (vi) any other person to whom we consider it in our interest to make such disclosure,

and each of the foregoing persons similarly may disclose to AMS and to each other, full particulars of any Card Transaction and any other information in relation to you or the use of the Card where such disclosure is required by law or where AMS deems appropriate, necessary or desirable in connection with its provision of services and the enforcement of any rights and/or performance of any obligation in respect of or in connection with these Terms or whenever AMS considers it in its interest to make such disclosure.

10.3 You hereby affirmatively agree, consent to and authorise the disclosure and/or transfer out of Singapore (if applicable), by and on behalf of AMS, of your personal data, to its third party service providers or agents (including its lawyers), where such third party service providers or agents engaged by AMS. AMS would be processing your personal data for AMS for any of the Purposes.

10.4 You hereby represent, warrant and undertake to AMS that where you or your representative is responsible for the provision of any information or data relating to any natural person to the AMS, or actually provides any such information or data to AMS, you have informed each such person and each such person has given consent to the AMS’s collection, use and disclosure of their personal data as described under these Terms and the AMS Data Protection Policy.

10.5 You agree that AMS may retain all Customer Information for the Purposes and in compliance with the applicable law.

10.6 If you wish to withdraw your consent given under this Clause, you are required to submit a request to AMS (in such form as may be specified by AMS from time to time), whereupon AMS shall be entitled to take such action, or procure to be taken any such action, as AMS may consider appropriate arising from or in connection with such withdrawal of consent, including suspending or terminating the Card (in whole or in part).

10.7 The provisions of this Clause shall also constitute your consent for the purpose of the provisions of the Spam Control Act (Cap. 311A) and other applicable law, unless otherwise notified in writing by you in the procedure as determined by AMS from time to time, including as may be described in the AMS Data Protection Policy.

11. Force Majeure

11.1 AMS shall not be liable to you or be deemed to be in breach of any provision of these Terms by reason of any delay in performing, or any failure to perform, any of its obligations if the delay or failure was due to any Force Majeure Event.

12. Suspension and Termination

12.1 AMS may at any time suspend (for such period as AMS may in its sole and absolute discretion consider appropriate) or terminate the availability to you of and/or your use of the Card without notice to you and without giving any reason.

12.2 You shall not be entitled to any payment, compensation or damages from AMS in relation to any suspension or termination of your use of the Card for any reason whatsoever.

12.3 Any suspension or termination of your use of the Card for any reason whatsoever shall not release you from any liability or responsibility on your part, which at the time of such suspension or termination, has already accrued.

12.4 The rights of suspension and termination of AMS under these Terms shall be without prejudice to any other rights or remedies which AMS may have (whether under these Terms, at law, in equity or otherwise).

13. Modification

13.1 AMS shall have the right in its sole and absolute discretion to amend, modify or vary these Terms (including any amendments made to the AMS Data Protection Policy) by giving no less than 7 calendar days' notice thereof to you, by posting on the AMS Website or in any other manner deemed appropriate by AMS (which shall constitute good and sufficient notice thereof to you by AMS and shall be deemed to have been received by you on the date of such posting or the making public of such notice, as applicable).

13.2 If you do not accept such change(s), you shall forthwith discontinue use of the Card and instruct AMS to terminate the Card. Where you continue to use the Card after such notification, you shall be deemed to have agreed with and accepted such change(s).

14. Waiver

14.1 No failure to exercise or enforce, and no delay on the part of AMS in exercising or enforcing its rights under these Terms shall operate as a waiver thereof nor shall such failure or delay in any way prejudice or affect the rights of AMS at any time.

15. Confidentiality

15.1 You agree that AMS shall not be under any obligation of confidentiality to you regarding any such information or material provided by you using the Card, unless agreed otherwise in a separate direct contract between you and AMS, or otherwise required under applicable law.

16. Assignment

- 16.1** You shall not assign, transfer or encumber any or all of your rights, interests and obligations under these Terms without the prior written consent of AMS.
- 16.2** AMS may assign and transfer any or all of its rights, interests and obligations under these Terms to any person. Any such assignment or transfer shall take effect upon posting on the AMS Website or on such date as may be otherwise stated. In the event that AMS assigns and transfers all its rights, interests and obligations under these Terms:
- 16.2.1** all references to AMS in these Terms shall upon and after any such assignment and transfer be construed as a reference to the assignee and transferee of AMS; and
- 16.2.2** such assignee and transferee shall be entitled to enforce all rights and perform all obligations of AMS and to be paid all sums due from you under these Terms as at the date of such assignment and transfer thereafter.
- 16.3** AMS shall be entitled to sub-contract and delegate any or all of its obligations under these Terms or any other matters contemplated in these Terms, to any third party as AMS deems fit, whether for such third party to carry out or procure the carrying out of such obligations or matters. In such event, AMS shall not be liable to you for, and hereby disclaims all liability and responsibility in relation to, any act, omission, neglect or wilful default on the part of such third party.

17. Notices and Correspondence

- 17.1** All notices and communications by AMS to you may be sent or despatched to you by delivery, post, e-mail, SMS, eDM or facsimile transmission or any other means deemed appropriate by AMS, to your e-mail or other address or mobile or facsimile number appearing in any of your records maintained by AMS or from which any communication by you to AMS was despatched or issued or otherwise last known to AMS. Any such notice, demand or communication addressed and so despatched to you shall be deemed to have been received by you:
- 17.1.1** in the case of despatch by e-mail, SMS or facsimile transmission or other instantaneous electronic communications, immediately upon transmission by AMS;
- 17.1.2** in the case of despatch by delivery to your address, on the date and at the time it was so delivered or left at that address; and
- 17.1.3** in the case of despatch by post:
- (i) to any address in Singapore, on the next day after it was posted by AMS; or
- (ii) to any address outside Singapore, on the seventh (7th) day after it was posted by AMS.
- 17.2** All notices and requests from you to AMS shall be in writing unless otherwise specified by AMS to you. AMS shall be entitled to regard as ineffective and invalid any notice or request by you the receipt of which has not been confirmed by AMS to you.

18. Severability

18.1 Any part of any provision of these Terms that is invalid, unenforceable or illegal shall be enforced as nearly as possible, but shall otherwise be deemed severed and shall not affect the enforceability of any other part of these Terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

19. Third Party Rights

19.1 No person who is not a party to these Terms has any right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any provision of these Terms.

20. Applicable Law and Jurisdiction

20.1 These Terms shall be subject to and construed in accordance with the laws of Singapore and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore