

REVISION OF THE CARDMEMBER'S AGREEMENT FOR OCBC CREDIT CARDS

We have revised the Cardmember's Agreement for OCBC Credit Cards as stated below. This update will take effect from 24th September 2025 onwards.

Cardmember's Agreement Clauses

Clause: 6.3

Current Clause

- 6.3 In addition and without prejudice to the rights of the Bank contained in Clauses 5.4 and 6.2 above, if:
- (a) The Cardmember defaults in the payment of any monies hereby covenanted to be paid; or
- (b) The Cardmember fails or refuses to observe or perform any of the agreements, covenants, stipulations, terms and conditions herein expressed or implied; or
- (c) The Cardmember dies or commits an act of bankruptcy or allows a judgement against him to remain unsatisfied; or
- (d) A distress, execution, attachment or other legal proceeding is levied, enforced or taken out against all or any part of the Cardmember's properties and is not discharged or stayed; or
- (e) Any other event or series of events whether related or not (including without limitation, any material adverse change in the business, assets or financial condition of the Cardmember) has or have occurred which in the opinion of the Bank (which opinion shall be final, conclusive and binding) could or might affect or prejudice the ability or willingness of the Cardmember to comply with all or any of his obligations hereunder; or
- (f) The Cardmember leaves Malaysia to take up residence or employment elsewhere; or
- (g) The Cardmember is facing criminal or any other proceeding involving fraud or if convicted of any criminal offence; or
- (h) The Cardmember refuses or fails to disclose any information or provide any documentary evidence which is in the opinion of the Bank (which opinion is final, conclusive and binding) required relating to the financial position of the Cardmember; or
- The Cardmember has furnished or furnishes any information or data to the Bank which in the opinion of the Bank (which opinion shall be final, conclusive and binding) is false or misleading; or
- (j) There is an occurrence of, in the opinion of the Bank (which opinion shall be final, conclusive

Revised Clause

- 6.3 In addition and without prejudice to the rights of the Bank contained in Clauses 5.4 and 6.2 above, if:
- (a) The Cardmember defaults in the payment of any monies hereby covenanted to be paid; or
- (b) The Cardmember fails or refuses to observe or perform any of the agreements, covenants, stipulations, terms and conditions herein expressed or implied; or
- (c) (c)The Cardmember dies or commits an act of bankruptcy or allows a judgement against him to remain unsatisfied; or
- (d) A distress, execution, attachment or other legal proceeding is levied, enforced or taken out against all or any part of the Cardmember's properties and is not discharged or stayed; or
- (e) Any other event or series of events whether related or not (including without limitation, any material adverse change in the business, assets or financial condition of the Cardmember) has or have occurred which in the opinion of the Bank (which opinion shall be final, conclusive and binding) could or might affect or prejudice the ability or willingness of the Cardmember to comply with all or any of his obligations hereunder; or
- (f) The Cardmember leaves Malaysia to take up residence or employment elsewhere; or
- (g) The Cardmember is facing criminal or any other proceeding involving fraud or if convicted of any criminal offence; or
- (h) The Cardmember refuses or fails to disclose any information or provide any documentary evidence which is in the opinion of the Bank (which opinion is final, conclusive and binding) required relating to the financial position of the Cardmember; or
- (i) The Cardmember has furnished or furnishes any information or data to the Bank which in the opinion of the Bank (which opinion shall be final, conclusive and binding) is false or misleading; or
- (j) There is an occurrence of, in the opinion of the Bank (which opinion shall be final, conclusive

- and binding), questionable or unexplainable transactions involving the use of the Credit Card; or
- (k) There is a recurring reported loss or mutilation of the Credit Card; or
- (I) The Cardmember has been negligent in maintaining proper custody and control of the Credit Card or of the PIN or if the Cardmember has, in the opinion of the Bank (which opinion shall be final, conclusive and binding), by any act, omission or any other means permitted or enabled the misuse of or the perpetuation of fraud relating to or in connection with the Credit Card; or
- (m) It shall constitute a violation of any applicable law, regulation, government directive or regulatory requirement for the Bank to continue to make available the use of the Credit Card or the Charging Privileges or the Line of Credit to the Cardmember; or
- (n) The Cardmember does not in the opinion of the Bank (which opinion shall be final, conclusive and binding) satisfactorily maintain any of his accounts with the Bank or any of its branches, or any other entity associated with the Bank; or
- (o) There is a record of one or more dishonoured or returned cheques issued or presented for payment by the Cardmember whether in respect of any outstanding sum under the Credit Card, any other indebtedness of the Cardmember (whether due to the Bank or to any other party whatsoever) or otherwise howsoever; or
- (p) The Bank receives notification from the Biro Maklumat Cek of Bank Negara Malaysia that the Cardmember has been blacklisted or the name of the Cardmember appears in any other cancellation and/or warning lists (including but not limited to lists maintained by CTOS Sdn. Bhd.) or the Bank receives any other information whatsoever (whether relating Cardmember creditworthiness of the otherwise) which in the opinion of the Bank (which opinion shall be final, conclusive and binding) is unsatisfactory; or
- (q) The Cardmember cannot be traced, contacted or located; then, in any such event, the Bank may by written notice or otherwise to the Cardmember (without any legal obligation so to do) declare:
 - (i) The Credit Card shall be terminated and cancelled and the Cardmember's Charging Privileges and Line of Credit be revoked and withdrawn and require the Cardmember to return the Credit Card to the Bank; and/or
 - (ii) The Credit Card and the Cardmember's Charging Privileges and Line of Credit be suspended indefinitely or for such time as the Bank shall in its sole and absolute discretion determine; and/or

- and binding), questionable or unexplainable transactions involving the use of the Credit Card; or
- (k) There is a recurring reported loss or mutilation of the Credit Card; or
- (I) The Cardmember has been negligent in maintaining proper custody and control of the Credit Card or of the PIN or if the Cardmember has, in the opinion of the Bank (which opinion shall be final, conclusive and binding), by any act, omission or any other means permitted or enabled the misuse of or the perpetuation of fraud relating to or in connection with the Credit Card; or
- (m) It shall constitute a violation of any applicable law, regulation, government directive or regulatory requirement for the Bank to continue to make available the use of the Credit Card or the Charging Privileges or the Line of Credit to the Cardmember; or
- (n) The Cardmember does not in the opinion of the Bank (which opinion shall be final, conclusive and binding) satisfactorily maintain any of his accounts with the Bank or any of its branches, or any other entity associated with the Bank; or
- (o) There is a record of one or more dishonoured or returned cheques issued or presented for payment by the Cardmember whether in respect of any outstanding sum under the Credit Card, any other indebtedness of the Cardmember (whether due to the Bank or to any other party whatsoever) or otherwise howsoever; or
- (p) The Bank receives notification from the Biro Maklumat Cek of Bank Negara Malaysia that the Cardmember has been blacklisted or the name of the Cardmember appears in any other cancellation and/or warning lists (including but not limited to lists maintained by CTOS Sdn. Bhd.) or the Bank receives any other information whatsoever (whether relating to the creditworthiness of the Cardmember or otherwise) which in the opinion of the Bank (which opinion shall be final, conclusive and binding) is unsatisfactory; or
- (q) The Cardmember cannot be traced, contacted or located: or
- (r) Where a breach occurs in relation to Clause 17B.2 or Clause 17B.3;
- (s) Then, in any such event, the Bank may by written notice or otherwise to the Cardmember (without any legal obligation so to do) declare:
 - (i) The Credit Card shall be terminated and cancelled and the Cardmember's Charging Privileges and Line of Credit be revoked and withdrawn and require the Cardmember to return the Credit Card to the Bank; and/or
 - (ii) The Credit Card and the Cardmember's Charging Privileges and Line of Credit be suspended indefinitely or for such time as the Bank shall in its sole and absolute discretion determine; and/or

- (iii) The Credit Card shall not be renewed or replaced upon its expiry or in the event of loss, theft or mutilation; as the Bank shall in its sole and absolute discretion deem fit. Any reinstatement of the Credit Card and/or of the Charging Privileges and of the Line of Credit by the Bank shall be at the sole and absolute discretion of the Bank and shall be subject to such other conditions as the Bank shall
- (r) where a breach occurs in relation to Clause 17B.2 or Clause 17B.3.

- (iii) The Credit Card shall not be renewed or replaced upon its expiry or in the event of loss, theft or mutilation;
- (iv) as the Bank shall in its sole and absolute discretion deem fit. Any reinstatement of the Credit Card and/or of the Charging Privileges and of the Line of Credit by the Bank shall be at the sole and absolute discretion of the Bank and shall be subject to such other conditions as the Bank shall determine.

Clause: 7.6

Current Clause

determine.

- 7.6 Where the Cardmember uses the Credit Card at or in any of the Bank's ATMs or at or in any other ATMs as may be designated by the Bank from time to time, the Cardmember shall be bound by the following terms and conditions which may be amended from time to time by the Bank:
- (a) The Cardmember shall be liable and responsible for all withdrawals of cash made or transactions of fund transfers effected by the use of the Credit Card whether with or without the Cardmember's knowledge or authority.
- (b) The Bank's records of all transactions processed, sums withdrawn and fund transfers made shall be conclusive and binding upon the Cardmember for all purposes whatsoever. The Cardmember shall verify all entries in statements or records issued by the Bank and notify the Bank through any of the means provided in Clause 16.3 below of any errors or discrepancies in the statements or records within 14 days (or such other period as may be determined by the Bank) from date of the applicable statements or records. If the Bank does not receive any notification within the stipulated time, the entries in the statement or record shall be taken as correct, binding, final and conclusive.

Revised Clause

- 7.6 Where the Cardmember uses the Credit Card at or in any of the Bank's ATMs or at or in any other ATMs as may be designated by the Bank from time to time, the Cardmember shall be bound by the following terms and conditions which may be amended from time to time by the Bank by giving 21 days' prior notice:
- (a) The Cardmember shall be liable and responsible for all withdrawals of cash made or transactions of fund transfers effected by the use of the Credit Card whether with or without the Cardmember's knowledge or authority.
- (b) The Bank's records of all transactions processed, sums withdrawn and fund transfers made shall be conclusive and binding upon the Cardmember for all purposes whatsoever. The Cardmember shall verify all entries in statements or records issued by the Bank and notify the Bank through any of the means provided in Clause 16.3 below of any errors or discrepancies in the statements or records within 14 days (or such other period as may be determined by the Bank) from date of the applicable statements or records. If the Bank does not receive any notification within the stipulated time, the entries in the statement or record shall be taken as correct, binding, final and conclusive.

Current Clause

9. ONLINE TRANSACTIONS AND OCBC ONLINE BANKING

9.1 The Cardmember may not be able to use the Credit Card for online purchases or transactions at certain websites, such as a 3D secure website, unless the Cardmember has downloaded onto the Cardmember's mobile phone the software application designated by the Bank to generate OTP and activated it or the Cardmember may have been issued a hardware token to receive OTP in order to authorize online purchase or transaction using Credit Card.

9.2 When a Cardmember registers for OCBC Online Banking (or by whatever other name as may be designated by the Bank for its internet banking services), he is required to create his own unique login name and password. A Cardmember's access to OCBC Online Banking will be activated upon the correct input of the Cardmember's login name and password. It is the sole responsibility of the Cardmember to download onto the Cardmember's mobile phone the software application designated by the Bank to generate OTP, subject to the terms and conditions applicable to the software application and to uninstall or remove the software application when he changes his mobile phone.

The Cardmember shall not at any time disclose his login name and password to any person or permit the mobile phone registered with the Bank to retrieve OTP (by way of the designated software application) or the hardware token to come into the possession or control of any person other than himself.

- 9.3 The Cardmember shall exercise reasonable care to prevent the disclosure, unauthorised use, loss or theft of the login name and password, the mobile phone registered with the Bank to retrieve OTP (by way of the designated software application) and the hardware token. The Bank shall not be responsible or liable for any loss caused to or damage suffered by the Cardmember arising from or in connection with such disclosure, unauthorized use, loss or theft of the login name and password and/or the mobile phone registered with the Bank to retrieve OTP and/or the hardware token.
- 9.4 Notwithstanding anything herein to the contrary, as soon as the Cardmember becomes aware of or has any reason to believe that his login name and password to access OCBC Online Banking and/or the mobile phone registered with the Bank to receive OTP and/or the hardware token have been misused and/or compromised by their disclosure, discovery, tampering, loss or theft by any other party, the Cardmember shall immediately inform the Bank in the manner provided in Clause 16.3 below. The Cardmember shall be liable for any loss or damage arising from the use of the login name and password and/or OTP transmitted to the mobile phone

Revised Clause

9. ONLINE TRANSACTIONS AND OCBC ONLINE BANKING

9.1 The Cardmember may not be able to use the Credit Card for online purchases or transactions at certain websites, such as a 3D secure website, unless the Cardmember has downloaded onto the Cardmember's mobile phone the software application designated by the Bank to generate OTP and activated it in order to authorize online purchase or transaction using Credit Card.

9.2 When a Cardmember registers for OCBC Online Banking (or by whatever other name as may be designated by the Bank for its internet banking services), he is required to create his own unique login name and password. A Cardmember's access to OCBC Online Banking will be activated upon the correct input of the Cardmember's login name and password. It is the sole responsibility of Cardmember to download onto Cardmember's mobile phone the software application designated by the Bank to generate OTP, subject to the terms and conditions applicable to the software application and to uninstall or remove the software application when he changes his mobile phone.

The Cardmember shall not at any time disclose his login name and password to any person or permit the mobile phone registered with the Bank to retrieve OTP (by way of the designated software application) to come into the possession or control of any person other than himself.

- 9.3 The Cardmember shall exercise reasonable care to prevent the disclosure, unauthorised use, loss or theft of the login name and password, the mobile phone registered with the Bank to retrieve OTP (by way of the designated software application). The Bank shall not be responsible or liable for any loss caused to or damage suffered by the Cardmember arising from or in connection with such disclosure, unauthorized use, loss or theft of the login name and password and/or the mobile phone registered with the Bank to retrieve OTP.
- 9.4 Notwithstanding anything herein to the contrary, as soon as the Cardmember becomes aware of or has any reason to believe that his login name and password to access OCBC Online Banking and/or the mobile phone registered with the Bank to receive OTP have been misused and/or compromised by their disclosure, discovery, tampering, loss or theft by any other party, the Cardmember shall immediately inform the Bank in the manner provided in Clause 16.3 below. The Cardmember shall be liable for any loss or damage arising from the use of the login name and password and/or OTP transmitted to the mobile phone registered with the Bank unless the Cardmember has immediately notified the Bank in

registered with the Bank and/or the hardware token unless the Cardmember has immediately notified the Bank in the manner provided in Clause 16.3 below as soon as the Cardmember becomes aware of or has any reason to believe that his login name and password and/or the mobile phone registered with the Bank and/or the hardware token have been misused and/or compromised and the Cardmember has not acted fraudulently.

the manner provided in Clause 16.3 below as soon as the Cardmember becomes aware of or has any reason to believe that his login name and password and/or the mobile phone registered with the Bank have been misused and/or compromised and the Cardmember has not acted fraudulently.

Clause: 14.1

Current Clause

14.1 The Bank shall not in any circumstance be liable for any loss damage, inconvenience, injury, embarrassment or loss of reputation howsoever incurred or suffered by the Cardmember under any circumstance whatsoever whether or not such circumstances relate to or arise out of this Agreement, including but not limited to any loss, damage, inconvenience, injury, embarrassment or loss of reputation howsoever incurred or suffered by the Cardmember by reason of or arising out of or in connection with:

- (a) The revocation, cancellation, termination, suspension, refusal or restriction in the use of the Credit Card; or
- (b) The listing of the Credit Card number in any cancellation and/or warning lists; or
- (c) Any act or omission of any merchant, howsoever caused; or
- (d) Any statement, representation or implication arising from the refusal of any merchant or any bank to accept or honour the Credit Card or to make advances to the full authorised limit: or
- (e) Any dissatisfaction with the quality, effectiveness and/or genuineness of any goods and/or services supplied by the merchant; or
- (f) The failure of the provision of any of the services herein contemplated to be provided whether such a failure is caused by the failure of any mechanical or electronic device, data processing system or transmission link or due to any electrical failure, industrial dispute or any act of God or any other act or event beyond the Bank's control; or
- (g) Any contract or transaction connected with the use of the Credit Card.

Revised Clause

14.1 The Bank shall not in any circumstance be liable for any loss damage, inconvenience, injury, embarrassment or loss of reputation howsoever incurred or suffered by the Cardmember by reason of or arising out of or in connection with:

- (a) The revocation, cancellation, termination, suspension, refusal or restriction in the use of the Credit Card; or
- (b) Any act or omission of any merchant; or
- (c) Any statement, representation or implication arising from the refusal of any merchant or any bank to accept or honour the Credit Card or to make advances to the full authorised limit; or
- (d) Any dissatisfaction with the quality, effectiveness and/or genuineness of any goods and/or services supplied by the merchant; or
- (e) The failure of the provision of any of the services herein contemplated to be provided whether such a failure is caused by the failure of any mechanical or electronic device, data processing system or transmission link or due to any electrical failure, industrial dispute or any act of God or any other act or event beyond the Bank's control; or
- f) Any contract or transaction entered into or effected by the use of the Credit Card.

Date of Notice: 3 September 2025