

# DeCard Terms & Conditions

Updated as at 28 January 2026

## DCS DeCard Terms & Conditions

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

## DEFINITIONS

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

“**Available Amount**” means the amount reflected in the D-Vault as being the remaining amount under the Credit Limit provided by us to you minus all outstanding Liabilities, that may be used to authorise Card Transactions on the Card.

“**Billing Cycle**” has the meaning given to it in Clause 6.1.

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

“**Card**” means the DCS DeCard, and as context requires any numbers or details that allow use of the card without it being presented and any numbers or details that we provide instead of a physical card and includes any card issued in replacement or renewal thereof.

“**Card Account**” means any account in respect of the Card maintained in accordance with these Terms.

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

“**Card Transaction History**” refers to the list of Card Transactions within a specified period effected on a Card as reflected in the D-Vault interface.

“**Cardmember**” means a person holding the Card.

“**Cessation of Card**” has the meaning given to it in Clause 1.6.3.

“**Correspondence**” has the meaning given to it in Clause 20.2.

“**Credit Limit**” means the maximum aggregate amount of credit that DCS may extend to a Cardmember under a Card at any given time, as determined by DCS at its sole discretion.

“**DeCard App**” means a web application, or mobile application that can be downloaded from the Apple App Store, HUAWEI AppGallery or Google Play Store, by any Cardmember who has a valid Card.

“**Due Date**” has the meaning given to it in Clause 1.4.2

**“D-Vault”** means a feature accessible through an app (including the DeCard App) maintained by DCS for the purpose of administering and recording payments from a cardmember (including the Cardmember) in connection with a DCS credit card (including the Card).

**“Enabled Device”** means a compatible mobile communications or other device associated with one or more Cards issued to a Cardmember and successfully enrolled by the Cardmember for use in connection with payment.

**“Event(s) of Default”** means any event or circumstance specified under Clause 13 of these terms and conditions.

**“Exclusions”** has the meaning given to it in Clause 9.2.

**“Foreign Exchange Conversion Charge”** means a conversion commission to be added to the retail rate offered by DCS during currency conversion when billing a Cardmember for a transaction that was charged in a currency different from the currency of the Cardmember’s Card Account .

**“Guidelines”** refers to the E-Payments User Protection Guidelines issued by the Monetary Authority of Singapore.

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

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

**“Loss”** means any and all liabilities, losses (including indirect and consequential losses), damages, costs, charges and expenses of whatsoever nature or however arising, including legal fees on a full indemnity basis.

**“Merchant Category Code”** or **“MCC”** has the meaning given to it in Clause 5.1.2.

**“OTP”** means a one-time password.

**“Outstanding Balance”** has the meaning given to it in Clause 1.4.2.

**“Permitted Purposes”** has the meaning given to it in Clause 14.1.

**“PIN”** means a personal identification number attributable to a specific person.

**“Prepayments”** has the meaning given to it in Clause 1.1.4.

**“Statement of Account”** or **“SoA”** has the meaning given to it in Clause 1.4.2.

**“Taxes”** means any present or future tax (including without limitation, any value added tax, goods and services tax, consumption tax) levy, impost, duty, fee, deduction or withholding of any nature and by whatever name called, by and on whomsoever wherever imposed, levied, collected, assessed or withheld.

**“Termination of Card”** has the meaning given to it in Clause 1.6.2.

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

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

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

## **1. USE OF DCS DECARD**

### **1.1 Card Issuance, Funding and Credit Framework**

- 1.1.1** Each Card is issued solely for use by the individual Cardmember to whom it is issued. Supplementary card functionalities are not available and cannot be requested under this programme.
- 1.1.2** Once your Card application has been approved, the Credit Limit as set out in Clause 1.3.1 will be made available to you and the D-Vault interface will reflect the Available Amount in accordance with your Credit Limit.
- 1.1.3** Repayment to DCS for Liabilities incurred under the Card may be paid in fiat currency or in such stablecoins as may be approved by DCS from time to time.
- 1.1.4** All payments made by you to increase the Available Amount reflected in the D-Vault (in all such cases, “**Prepayments**”) shall, upon receipt by DCS, be deemed irrevocably transferred to and become the sole and absolute property of DCS. You acknowledge and agree that such Prepayments are made to DCS as payment for Liabilities incurred or to be incurred under the Card, and not for the purpose of safekeeping or custody of fiat currency or stablecoins. For the avoidance of doubt, DCS shall not be regarded as holding any funds, whether Prepayments or otherwise and whether in fiat currency or stablecoins, on trust for you, and no fiduciary, custodial, or similar relationship shall arise between you and DCS in respect of such funds.
- 1.1.5** The use of the D-Vault is subject to prevailing terms and conditions governing such use. Please refer to [www.dcscc.com](http://www.dcscc.com) for details.

### **1.2 Card and Security Procedure Terms of Use**

- 1.2.1** The Card is for your use only.
- 1.2.2** You must not give the Card, Card Account number, or any PIN or OTP that corresponds to your Card Account, to others or allow them to use it for Card Transactions, identification or any other purpose.
- 1.2.3** You must do all that is necessary to keep your Card safe and prevent fraudulent or unauthorised access to or use of your Card and Card Account. This includes signing

the Card as soon as you receive it in order to facilitate identification and to prevent misuse.

- 1.2.4 You shall not use any Card (whether to effect payment or otherwise) in relation to any transaction or activity which is illegal or prohibited under the law of the country in which such transaction or activity is effected or takes place or the law of your country of residence.

### 1.3 Credit Limit and Available Amount

- 1.3.1 We will determine the Credit Limit at our sole and absolute discretion upon review of your Card application.
- 1.3.2 We may, where necessary, review and revise your Credit Limit without notice.
- 1.3.3 We may choose to approve certain Card Transaction that would result in the Credit Limit being exceeded. Notwithstanding any Credit Limit that may be set or imposed, we may, at our absolute discretion, authorise or allow any Card Transaction even though such Card Transaction may exceed, or would as a consequence exceed the Credit Limit; or refuse to authorise or approve any Card Transaction even though the Credit Limit has not been and would not be exceeded if such Card Transaction had been effected. Where the Credit Limit relating to your Card Account has been exceeded, you shall immediately pay us the amount in excess of your Credit Limit.
- 1.3.4 We may charge and debit the relevant Card Account (whether before or after the termination of the use of any or all Cards) the amount of each and every Card Transaction made or effected, including all Card Transactions made or effected via any Enabled Device, and/or where any Card has been enrolled on multiple Enabled Device, and in each instance, whether by you or any other person (whether with or without your knowledge or authority) and notwithstanding that the balance due to us on the Card Account may as a consequence of any such charge or debit exceed the Card Account.

### 1.4 Repayment

- 1.4.1 Prepayments shall be attributed, as a matter of DCS' internal reconciliation and administrative tracking, to your Card Account.
- 1.4.2 At the conclusion of each Billing Cycle, a Statement of Account ("**SoA**") shall be issued containing a record of Card Transactions and any outstanding Liabilities ("**Outstanding Balance**"). The Outstanding Balance on an SoA for a given Billing Cycle is immediately due for payment in full as at the date of the SoA. You shall pay us the entire Outstanding Balance, or at least, the minimum payment specified in the SoA, by the payment due date stated on the SoA (the "**Due Date**"). On the Due Date, all Prepayments shall be applied toward the discharge of the Liabilities (including the Outstanding Balance).
- 1.4.3 We may apply payments received by us in any order of priority and in any manner we deem fit. If any payment received or recovered is in a currency different from the currency of your Card Account, we will convert such payment into the currency of your card account on the basis of the DCS retail rate of exchange, and apply the Foreign Exchange Conversion Charge thereon. You agree to indemnify us for any shortfall and

will take full responsibility for any Loss and bear all the risks arising from the currency conversion.

- 1.4.4** Notwithstanding any term in this Agreement, we may demand from you at any time immediate repayment of any amount you owe us, whether such amount has already been reflected in your Card statement.

## **1.5 Interest, Fees and Charges**

- 1.5.1** You agree to pay the applicable interest, fees and charges DCS reserves the right to revise these at any time.
- 1.5.2** If you do not pay the entire Outstanding Balance by the Due Date, including but not limited to where Prepayments (as applied toward the discharge of the Outstanding Balance in the SoA) are insufficient to discharge the entirety of the Outstanding Balance, you must pay any and all fees and/or charges, including late payment charges, which may be imposed on the Card and/or D-Vault service as notified to you, which are subject to change at our discretion from time to time with prior notification to you, and any subsequent Card Transaction will be subject to interest charge(s). Without prejudice to our rights under these Terms or at law, and without amounting to any change to these Terms whether expressly or impliedly, we may at our discretion accept a late or part payment described as payment in full or in settlement of a dispute. You agree to indemnify us fully in relation to any and all legal costs which may be incurred in recovering or attempting to recover any amount which is overdue and unpaid under these Terms, whether before or after the commencement or conclusion of any legal proceedings in relation to such amount.
- 1.5.3** If we receive an instruction in relation to a Card Transaction other than in the currency of your Card Account, DCS will convert it into the currency of your Card Account on the basis of the DCS retail rate of exchange, and apply the Foreign Exchange Conversion Charge thereon. You further acknowledge that given the fluctuation in rates over time or the treatment of rates by third-parties including merchants, any refund of a Card Transaction other than in the currency of your Card Account may be different to the sum originally processed on your Card Account.
- 1.5.4** DCS reserves the right to charge you an inactivity fee should you fail to initiate any transactions (of any amount, excluding refunds) for any period of time which is longer than 90 calendar days.
- 1.5.5** DCS also reserves the right to charge you an early card termination fee if you initiate a termination of the Card within the 180 calendar day period beginning from the approval of your application for the Card.
- 1.5.6** We are entitled in our absolute discretion to vary or determine, at any time and from time to time, the rates, fees, charges, and other matters that may affect your Liabilities under your Card Account, and all fees and charges payable by you in relation thereto.
- 1.5.7** The latest applicable interest, fees and charges are published at under the FAQ section of the DeCard website and may be updated from time to time. You are responsible for reviewing this information periodically.

## 1.6 Termination and Cessation of Card

**1.6.1** The Card and its accompanying D-Vault shall remain valid until terminated by you or ceased by us in accordance with these Terms. When a Card is terminated or ceased, its accompanying D-Vault shall also be terminated or ceased, and vice-versa.

### 1.6.2 Termination of Card

- (i) Subject to the completion of any processes or information that are required on our part, you may terminate your Card at any time (the **"Termination of Card"**) by sending us a message on Telegram at @TheDeHelpBot, calling the DCS Card Hotline at +65 6571 0128, or via email at the following email address: [csd@dcsc.com](mailto:csd@dcsc.com).

### 1.6.3 Cessation of Card

- (i) We reserve the right to cease the entire program or services in relation to the Card such that these programs or services will no longer be available to any cardholders of the Card (such decision to be made in our sole and absolute discretion) (the **"Cessation of Card"**).. Without prejudice to the generality of the foregoing, we may exercise our right to call for an event of Cessation in any of the following circumstances: -:
  - (a) your activities and/or use of the Card are reasonably suspected by us to be in breach of our Terms or otherwise notified to you, or any law, regulation, guideline, notice, judgment or order of any court or Authority;
  - (b) in order for us to comply with applicable law, regulation, guideline, notice, judgment or order of any court or Authority or any undertaking or agreement to which we are subject to;
  - (c) if you have breached any Term; and/or
  - (d) if any information, certificate or document you provide to us is not true, accurate and complete in any respect.
- (ii) Unless an alternative procedure has been published on our Website or notified to you by any other reasonable means, the following procedure shall apply in an event of Cessation of Card -
  - (a) Notification of Cessation of Card can be made via reasonable means, including via a notification on our Website;
  - (b) Upon notification of Cessation of Card, you shall make payment on any Outstanding Balance in your Card Account within 30 days from the date of notification.
  - (c) Any requests, claims, complaints or disputes from you in relation to the Cessation of Card must be made or notified to us in writing within 30 days from the date of notification of Cessation of Card. After this 30-day period,

we will not be liable for any Loss, damage, expense, cost, claim or proceeding, whether direct, indirect or consequential, which you or any other person may suffer or face due to us exercising our right of Cessation of Card.

**1.6.4** Upon the Termination of Card or Cessation of Card, any accrued Liabilities shall remain continuing and we shall remain entitled to debit from your Card Account any amount outstanding and owing to us, including any Outstanding Balance, costs, expenses, fees, commission, charges and payments owing from Card Transactions carried out before the Termination or Cessation of your Card Account, and any other charges you owe on your Card Account. Until any such sums are paid in full, further interest, fees or charges may be imposed on you in the manner stipulated in Clause 1.5.

**1.6.5** Upon Termination of Card or Cessation of Card —

- (i) You cannot and must not make any further fund transfers in relation to their Card Account, whether in respect of the Available Amount reflected in the D-Vault interface or otherwise;
- (ii) DCS shall not be obliged to refund you any fees (including annual fees) or other charges;
- (iii) All benefits and privileges conferred by the Card will no longer be available;
- (iv) Where a physical Card has been issued, you must promptly cut the Card in half and (a) return it to us at our request; or (b) dispose of it immediately;
- (v) You must remove all electronic or digital representations of the Card and log out of all administrative or user accounts which could potentially be used to access the Card on any Enabled Device;
- (vi) You must immediately repay the sums that remain due to us as set out in Clause 1.6.4 above;
- (vii) It remains your obligation to notify any third-parties that may make direct debits to the Card or Card Account that the Card has been terminated and that alternative payment arrangements will be made by you with that third-party in relation to any sums you may owe to that third-party;

We shall have the right to retain the Cardmember's D-Vault information and Card Transaction History in the system and such information shall be kept in accordance with the prevailing policies on data retention and applicable regulatory requirements.

**1.6.6** If, at the point of Termination of Card or Cessation of Card, DCS has determined that Prepayments exceed all accrued Liabilities and outstanding sums (the "**Credit Balance**"), we will transfer the whole of such Credit Balance to another card account you have with us if such a card account exists. If you do not hold another card account with us other than the Card Account, we will store the Credit Balance in a separate bank account, following which the Credit Balance will only be refunded to you upon your written request. Such written request must be made within 30 days from the date

of our notification on the Cessation. If we do not receive a written request from you requesting for a refund of the Credit Balance within this 30-day period, you are deemed to have waived any rights to recover or claim for the Credit Balance.

## **2. CARD REMAINS OUR PROPERTY**

- 2.1** You may request for the Card to be issued to you virtually or physically, or both. For applicants who request a physical card to be issued following the application, we are entitled to charge a fee for issuing such physical card to your mailing address.
- 2.2** The Card remains our property at all times. Without prejudice to the generality of the foregoing, we may at our absolute discretion, request for the Card to be returned to us at any time, whereupon you shall cut and return the Card immediately to us, and/or cease all use of the Card in any way. All fees, costs and expenses incurred in respect of the return of the Card shall be borne by you.

## **3. INSTRUCTIONS**

- 3.1** The Instructions shall be treated as irrevocable once issued in accordance with these Terms.
- 3.2** Instructions from you may be given either orally (via telephone or otherwise) or in writing (which expression shall include postal communication, facsimile/telefax/electronic mail and any form of electronic communication).
- 3.3** We may rely on oral or written instructions which we believe to be given by you or any person authorised by you without verifying the identity of the person purporting to give such instructions. Where any instruction is ambiguous or inconsistent with any other instructions, we shall be entitled to rely on and act in accordance with any reasonable interpretation thereof which we believe in good faith to be the correct interpretation. You shall not hold us liable in any way for acting on inconsistent, ambiguous or incomplete instructions and you shall indemnify us for any Loss and expenses (including legal fees) in reliance thereof.
- 3.4** We shall not be liable to you for acting upon any Instructions which we believe to be communicated or purportedly communicated by you or any person authorised by you to us over the telephone or in writing and signed or purportedly signed by you or any person authorised by you or given or transmitted purportedly or given or transmitted by facsimile / telefax / electronic mail notwithstanding that it is subsequently shown that such Instruction was not given by you or by any person authorised by you. Any risk of misunderstanding, any error or Loss resulting from instructions given by unauthorised persons or any error Loss or delay resulting from the use of the post / facsimile / telefax / electronic mail are entirely your risk for which we shall not be liable for.
- 3.5** You are aware that signatures on facsimile / telefax / electronic mail Instructions may be superimposed fraudulently or without proper authority when transmitted to us and you shall give us facsimile / telefax / electronic mail Instructions assuming such risks. We shall not be held liable for any Losses, damages, expenses, claims or liabilities suffered by you as a result of our reliance upon facsimile / telefax / electronic mail Instructions so long as the signatures appearing on such facsimile / telefax / electronic mail Instructions appear on verification to be



or purport to be in accordance with your specimen signature or the specimen signature of any person authorised by you.

- 3.6** We shall be entitled to record all telephone conversations and instructions relating to each Card Transaction and these terms and conditions. In this connection, you agree that we shall be entitled to use such recordings and transcripts thereof as evidence in any dispute.
- 3.7** In addition, we shall be entitled, but not obliged, to perform a call back to your registered telephone number with us to confirm any instructions received by us. If we are unable to successfully perform the call back, we may elect not to act on the instructions received.
- 3.8** In consideration of us doing so or acting in accordance with these terms and conditions, you shall indemnify us and keep us indemnified against all demands, claims, liabilities, Losses, actions, proceedings, damages, costs, and expenses incurred or sustained by whatsoever nature and howsoever arising, out of or in connection with any such communication or facsimile / telefax / electronic mail Instructions or the acting upon or carrying out such communication or facsimile/telefax or electronic mail instructions or the taking of steps in connection with or in reliance upon any such communication or facsimile/telefax/ electronic mail instructions and you shall reimburse us any sums on demand.

#### **4. CASH ADVANCES**

- 4.1** Subject to the terms and conditions and the applicable fee, you may obtain a cash advance up to the limit determined by us from time to time, at any automated teller machine outside Singapore. You agree to pay us a service fee for each advance at the rate determined by us from time to time. The service fee will be charged to your Card Account together with the amount of cash dispensed.

#### **5. CASHBACK AND REWARDS**

- 5.1** Subject to these Terms, the Cardmembers may earn referral rewards and cashback on eligible transactions (i.e. Card Transactions **not** initiated in SGD – see below) through the following programs:
- 5.1.1 Referral Reward Program:** Cardholders may invite their friends to sign up with DeCard. Referrers and referees will receive a one-time sign-up reward when the referee completes at least 3 card transactions totalling more than 100 USD, with each transaction amounting to at least 10 USD. Subject to our absolute discretion on the amount and mode of the reward, the reward shall be in the form of cashback to both the referrer and the referee.
- 5.1.2 Cashback Program:** Cardholders will earn cashback when they use the Card for any transaction, except for any transaction made in SGD within Singapore. The cashback amount will be based on the eligible amount of single transactions and monthly cumulative spending. Cardholders can only qualify for the cashback when their single transaction spend is equal or higher than 10 USD, and within the eligible Merchant Category Codes (“**MCC**”).
- 5.2** There is no limit on the total amount of cashbacks and/or rewards that may be earned. Notwithstanding, the accrual and spending of rewards are subject to the Card's Credit Limit.

- 5.3** Cashbacks and/or rewards earned through the Cashback Program and/or the Referral Reward Program will be added to the Available Amount for Card Transactions with physical and online merchants, as well as cash advances in the manner stipulated in Clause 4.1, but cannot be withdrawn for SGD.
- 5.4** Cashbacks and/or rewards are computed on a full calendar month basis, rounded down to the nearest two (2) decimal places for each eligible Card Transaction, based on the total amount of Card Transactions charged to the Card Account. Cashbacks and/or rewards shall be applied toward the Available Amount reflected in the D-Vault interface for the following month and, where applicable, shall be applied to offset against the billed amount.
- 5.5** We shall have the absolute right to make any adjustments to the cashbacks and rewards should there be any unposted, voided, cancelled, disputed and/or reversed Card Transactions, including those arising from returned goods or services, billing disputes, or any other reason at our absolute discretion.
- 5.6** We reserve our right to reject any request for or appeals against the cashbacks and rewards adjustments at our absolute discretion without ascribing any reason therefore, and we may or may not communicate with you in respect of such adjustments.
- 5.7** We reserve the right at our absolute discretion to determine, vary, or amend the criteria for eligible Card Transactions, the cashbacks and rewards earned and/or to be credited, without ascribing any reason or prior notice or assuming any liability to you.
- 5.8** If we determine at our absolute discretion that you are not eligible for the cashbacks and/or rewards, we may forfeit the award such cashbacks and rewards; or if already awarded, deduct it from the Card Account and/or any of your accounts with us, and/or recover the same from you.

## **6. STATEMENTS OF ACCOUNTS**

- 6.1** We will furnish you with SoA at monthly intervals or at such intervals as we may prescribe ("**Biling Cycle**"). The SoA is only available in electronic form. You agree to verify the correctness of all details contained in each SoA and to notify us within fourteen (14) calendar day period from the date of such SoA (dates inclusive) of any discrepancies, omissions or errors therein. Upon expiry of this period, the details in the SoA shall be conclusive against you except as to the alleged errors so notified but subject always to our right to correct any errors contained therein at any time notwithstanding such acceptance by you.

## **7. DISCLAIMERS**

- 7.1** The merchants displayed on our Website are presented for informational purposes only. We do not endorse, sponsor, or have any formal affiliation, partnership, or relationship with these merchants unless otherwise expressly stated. The inclusion of any merchant on our Website does not imply any form of partnership, joint venture, or formal association between DCS and the respective merchant. Any information or statements relating to our merchants published on our Website shall not constitute a representation on our part and we shall not assume any liability in respect of the accuracy of any of such information or statements.
- 7.2** All transactions conducted with these merchants are solely between you and the merchant, and we assume no responsibility for any dealings, agreements, or disputes arising from such

interactions. In particular and except as required by law, we are not responsible for any goods or services charged to the Card, or if a merchant refuses to accept the Card. Merchants may impose their own restrictions on use of the Card and we are not responsible for this. You may raise any claim or dispute directly with the merchant concerned and you may not withhold payment from us because of such claim or dispute.

## **8. DEPOINTS**

**8.1** These Terms apply to the Card issued by us, and the DePoints rewarded by us to you for your eligible transactions (i.e. Card Transactions not initiated in SGD – see below) on the Card.

### **8.2 Earning of DePoints:**

**8.2.1** You will earn 1 DePoint for every 1 USD spent on the Card; cents will not be counted towards DePoint. There is no cap on the amount of DePoints earned on the Card.

**8.2.2** DePoints are automatically credited to the Card Account after the transaction has been settled.

**8.2.3** Transactions below 1 USD will not earn DePoints, and will not carry over to future transactions.

### **8.3 Redemption of DePoints:**

**8.3.1** DePoints can be redeemed for rewards through our DeCard Website, and our exclusively appointed vendors, as specified by us.

**8.3.2** The rewards and participating vendors (including the any usage or earning of rewards) are subject to change at our absolute discretion, without any prior notification to you.

### **8.4 Validity and Expiration of DePoints:**

**8.4.1** DePoints earned through the DCS DeCard are valid for 2 years from the date credited. For avoidance of doubt, the validity period of DePoints is subject to change by us without prior notice.

**8.4.2** Any unused DePoints on the DCS DeCard can no longer be redeemed once expired.

**8.4.3** The expiration date of the DePoints can be checked on the DeCard Website.

### **8.5 General Terms:**

**8.5.1** DePoints are non-transferable and cannot be exchanged for cash, credit, or any other form of compensation, except as specified under the DeCard Rewards Program.

**8.5.2** We reserve the right to amend or terminate the DePoints Program or any of its terms at our absolute discretion, with prior notice to you.

## **9. EXCLUSIONS**

**9.1** The cashbacks and rewards under the programmes in Clause 5, as well as DePoints described in Clause 8 above, will not be awarded in relation to any Card Transactions initiated in SGD.

**9.2** The following transactions shall not be considered as the Card Transactions and do not qualify to earn any DePoints, cashbacks and/or rewards (collectively referred to as the “**Exclusions**”):

- 9.2.1** Annual fees;
- 9.2.2** Service charges and/or late payment charges;
- 9.2.3** All disputed charges unresolved as at DCS' processing date of the monthly SoA during the promotion period;
- 9.2.4** All debit and credit journal entries;
- 9.2.5** Casino/access charges and/or cheque encashing charges;
- 9.2.6** Stolen/lost/fraud Card charges;
- 9.2.7** AXS bill payments;
- 9.2.8** Road Tax payment;
- 9.2.9** All transactions at LTA;
- 9.2.10** All transactions at Singapore Post;
- 9.2.11** 0% Interest-free Instalment Payment Plan (also known as BNPL, or Buy-Now- Pay-Later);
- 9.2.12** ReadyCA\$H;
- 9.2.13** DCA\$H;
- 9.2.14** Balance transfer;
- 9.2.15** Transactions made with Esso Fleet Card (EFC);
- 9.2.16** Cash advance transactions;
- 9.2.17** Any transaction with transaction description “AMAZE\*”
- 9.2.18** Any transaction made with the following MCCs:

| <b>MCC</b> | <b>Description</b>                            |
|------------|---|
| 4784       | Tolls and Bridge Fees                         |
| 4829       | Money Transfer                                |
| 4900       | Utilities – Electric, Gas, Water and Sanitary |
| 5199       | Nondurable Goods (Not Elsewhere Classified)   |
| 5960       | Direct Marketing – Insurance Services         |

|      |  |
|------|--|
| 6010 | Financial Institutions – Manual Cash Disbursements   |
| 6012 | Financial Institutions – Merchandise, Services, and Debt Repayment   |
| 6051 | Quasi Cash - Member Financial Institution  |
| 6051 | Non-Financial Institutions –Foreign Currency, Non-Fiat Currency (for example: Cryptocurrency), Money Orders (Not Money Transfer), Account Funding (not Stored Value Load), Travelers Cheques, and Debt Repayment |
| 6211 | Security Brokers/Dealers   |
| 6300 | Insurance Sales, Underwriting, and Premiums  |
| 6513 | Real Estate Agents and Managers  |
| 6540 | Non-Financial Institutions – Stored Value Card Purchase/Load   |
| 7349 | Cleaning, Maintenance, and Janitorial Services   |
| 7523 | Parking Lots, Parking Meters and Garages   |
| 7800 | Government-Owned Lotteries (US Region only)  |
| 7801 | Government Licensed On-LineCasinos (On-Line Gambling)<br>(US Region only)  |
| 7802 | Government-Licensed Horse/Dog Racing (US Region only)  |
| 7995 | Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting, Wagers at Race Tracks and games of chance to win prizes of monetary value  |
| 8062 | Hospitals  |
| 8211 | Elementary and Secondary Schools   |
| 8220 | Colleges, Universities, Professional Schools, and Junior Colleges  |
| 8241 | Correspondence Schools   |
| 8244 | Business and Secretarial Schools   |
| 8249 | Vocational and Trade Schools   |
| 8299 | Schools and Educational Services (Not Elsewhere Classified)  |
| 8398 | Charitable Social Service Organizations  |
| 8651 | Political Organizations  |
| 8661 | Religious Organizations  |
| 9211 | Court Costs, Including Alimony and Child Support   |

- 9222 Fines
- 9223 Bail and Bond Payments
- 9311 Tax Payments
- 9399 Government Services (Not Elsewhere Classified)
- 9402 Postal Services – Government Only
- 9405 U.S. Federal Government Agencies or Departments
- 9406 Government-Owned Lotteries (Non-U.S. region)

**9.3** Transactions under MCC 6011 Financial Institutions – Automated Cash Disbursements including ATM disbursements, do not qualify for the Cashback and Referral Programs unless specifically accepted by us.

**9.4** The cashbacks and/or rewards will not be awarded to any transactions that DCS deems to be corporate/commercial transactions.

**9.5** We reserve the right at our sole and absolute discretion to determine, vary, or amend the list set out above from time to time without any prior notice or giving any reason or being liable to any party.

**9.6** For the avoidance of doubt, any cashbacks and/or rewards earned cannot be used to offset or to settle any exclusions.

## **10. ASSIGNMENT**

**10.1** These terms and conditions shall be binding on you and us, and our respective successors in title and assigns. These terms and conditions shall also continue to be binding on you notwithstanding any change in your name or constitution or our name and constitution, or the consolidation or amalgamation of you into or with any other entity, or any consolidation or amalgamation we may enter into or with any other entity (in which case the terms shall be binding on the successor entity).

**10.2** You may not assign any of your rights hereunder without our express written consent.

**10.3** We may assign any or all of our rights hereunder to any person or entity as we deem fit in our absolute discretion.

## **11. FORCE MAJEURE**

**11.1** We shall not be responsible or liable to you for:

**11.1.1** any delay or failure in performance, whether foreseeable or not; and/or

**11.1.2** any Losses, expenses or damages howsoever arising, whether foreseeable or not, resulting from or due to any circumstances or causes whatsoever which are not within our reasonable control.

**11.2** Without prejudice to the generality of Clause 11.1 above, the following shall be regarded as circumstances and/or causes beyond our reasonable control:

**11.2.1** flood, lightning, acts of God, fire, earthquakes and other natural disasters;

**11.2.2** strikes, labour disturbances, lockouts, material shortages, riots, acts of war;

**11.2.3** acts, restrictions, regulations by-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority or any governmental regulations imposed after the fact;

**11.2.4** import or export regulations or embargoes;

**11.2.5** power failure;

**11.2.6** acts or defaults of any telecommunications network operator; or

**11.2.7** circumstances where communications lines for our computer systems (whether in Singapore or elsewhere) cannot be used for reasons attributable to third party telecommunications carrier.

**11.3** Our obligations, so far as affected by circumstance or causes beyond our reasonable control, shall be suspended during the continuance of any delay or failure in performance so caused and such delay or failure shall not be a breach of these terms and conditions.

## **12. TERMINATION**

**12.1** Notwithstanding any other provision of these Terms and subject to us being fully paid all monies now or later due payable actually or contingently whether under these terms and conditions or otherwise howsoever, we may terminate the account at any time upon:

**12.1.1** the occurrence of an Event of Default; or

**12.1.2** if we are prevented from or hindered or delayed by reason of any action of any state or government agency or under any applicable law which makes it illegal or unlawful or impossible for us to perform these terms and conditions.

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

## **13. EVENTS OF DEFAULT**

**13.1** Subject to the terms herein, each of the following shall be deemed to be an Event of Default:

**13.1.1** the commencement, presentation, filing or institution by petition, application, order for relief or otherwise of any bankruptcy, insolvency, composition, dissolution, reorganisation, arrangement, liquidation or other analogous event relating to you under any applicable law;

**13.1.2** if you are insolvent or are unable to pay your debts as and when they fall due or if you threaten to stop or stop or suspend payment of all or a material part of your debts,

begin negotiations or take such further steps with a view to deferring, rescheduling or re-arranging all or any part of your indebtedness or make or propose to make a general assignment or composition for the benefit of your creditors or a moratorium is declared in respect of all or substantially all your indebtedness;

**13.1.3** if you fail to pay any amount due under these Terms or under any contract;

**13.1.4** if you fail to observe any condition or perform any obligation and such default continues and remains unrectified after three (3) Business Days of our written notice to you to remedy the same.

**13.1.5** any legal proceeding is instituted against you which in our opinion may materially affect your ability to perform your obligations under these terms and conditions;

**13.1.6** any representation by or from you at any time is or turns out to be incorrect or misleading in any aspect;

**13.1.7** there is a material adverse change in your financial position which, in our reasonable opinion, may affect your ability to perform your obligations under these terms and conditions;

**13.1.8** if you (for individuals) shall become deceased, become bankrupt or incapacitated.

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

**13.2.1** All contracts shall be terminated as of the date specified in such notice.

**13.2.2** All monies payable by you to us, whether actual or contingent, shall become immediately due and payable; and/or

**13.2.3** Termination of our relationship and demand that you fully settle all your Liabilities with us.

**13.3** For avoidance of doubt, the use of this Card shall be subject to the terms and conditions governing the D-Vault, and you shall remain liable for any outstanding balance on the Card in the event of any non-availability of the D-Vault, or any of its features.

## **14. CONSENT TO DISCLOSURE**

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

**14.1.1** Process of your application for the Card, Services and products by us;

**14.1.2** Account opening and operations relating to the Card, establishing or revising a Credit Limit and closing the Card Account, or facilitating, effecting, processing or providing any Services in respect of or in connection with the Card, the Card Account and/or this agreement;



- 14.1.3** Administration of loyalty and rewards programs (including the processing of redemption vouchers, benefits or entitlements);
- 14.1.4** Conducting checks with the Do Not Call Registry;
- 14.1.5** Any merchant, bank or financial institution;
- 14.1.6** Providing you with marketing, advertising and promotional information, materials or documents we think may be of interest to you. We may disclose your Personal Data to business partners (such as co-branders) for use in developing and marketing offers to you. You have the right to opt out of receiving such marketing information. You can do so by writing to us, telephoning us or sending an e-mail to us at our address or number on the Website. If you do not exercise your right to opt out of receiving such marketing information, you will be considered to have consented to the receiving of such marketing information and we may continue to provide such marketing information to you;
- 14.1.7** Carrying out any proposed novation, assignment, transfer or sale of any of our rights or obligations with respect to the Card Account or any facilities and Services available in association with the Card, whether or not in connection with any financing or securitisation we sponsor or undertake, including —
- (i) For preliminary activities connected to any such financing or securitisation, such as any due diligence, or any arrangement or structuring thereof;
  - (ii) Any securitisation transaction involving the Card Account or any facilities and Services available in association with the Card;
  - (iii) Any sale or purchase of any of our rights or obligations with respect to the Card Account or any facilities and services available in association with the Card;
  - (iv) Any servicing, administration, collection, perfection or enforcement, of any security interest or other right, in connection with the Card Account or any facilities and Services available in association with the Card; and
  - (v) To allow relevant parties (including, without limitation, any actual or potential assignee, transferee, trustee, security trustee, servicer or back-up servicer, transaction administrator or bankruptcy-remote entity) and their professional advisers, consultants, agents and other third party service providers (including, without limitation, lawyers, accountants, rating agencies and servicing agents) connected with such financing or securitisation to carry out their roles and responsibilities;
- 14.1.8** To any person or organisation participating in the provision of electronic or without limitation other Services in connection with Services utilised by you, whether in Singapore or elsewhere, for the purpose of the Services including but not limited to investigating any alleged discrepancies or claims;
- 14.1.9** To any third party printer, agent or storage or archival service provider (including but not limited to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storing, microfilming

and/or filing personalised statements of accounts, labels, mailers or any other document or items on which your name and/or other particular appears, or any data or record of any document whatsoever;

**14.1.10** To the police or any other public officer conducting an investigation in connection with any offence;

**14.1.11** To any government or regulatory agency or authority or the court of any competent jurisdiction;

**14.1.12** To any entity of our group for risk management purposes, for monitoring credit exposure of the group and centralisation of operations within the group, and for purposes in connection with business planning, restructuring and strategy and for the purpose of promoting products and services to you;

**14.1.13** To any credit bureau, as well as the members of such credit bureau of which DCS is a member;

**14.1.14** To any assignees or transferees or prospective assignees or transferees of our credit facilities, business and undertakings of such part thereof;

**14.1.15** To any person or entity participating in the merger/acquisition or proposed merger/acquisition of DCS or its holding company with/by another company; and

**14.1.16** Any other person or entity at any time:

- (i) which DCS or any officer in good faith considers appropriate for any purpose in connection with these Terms; or
- (ii) where such particulars were inadvertently divulged, revealed or disclosed to or accessed by such persons or entities through no wilful default of DCS or relevant officer.

## **15. YOUR LIABILITY AND RESPONSIBILITY**

**15.1** You are responsible for all transactions made using the Card, and to ensure compliance with all the terms herein and all the terms that apply to your Card Account and Services that may be operated by or accessed using the Card. You are responsible for any Loss suffered as a result of failure to comply with all the terms in this Agreement and all the terms that apply to your Card Account and all services that may be operated by or accessed using the DeCard App.

**15.2** You shall provide to us the information and documents we may need from time to time in connection with the use of the Card, and cooperate with us (where applicable) in any investigation or litigation in connection with the use of the Card.

**15.3** You must keep the Card safe at all times and report it to us as soon as you become aware, or have reason to believe that the Card is lost or stolen, or there has been unauthorised use of the Card or access to the Card Account and/or the Enabled Device. This may be done by by sending us a message on Telegram at @TheDeHelpBot, calling the DCS Card Hotline at +65 6571 0128, or via email at the following email address: [csd@dcsc.com](mailto:csd@dcsc.com).

**15.4** You must —

- 15.4.1** Not use any Card for any unlawful activity (for example, purchasing illegal goods or services) in any country;
- 15.4.2** Not use any Card to make any transaction that would cause the Credit Limit to be exceeded;
- 15.4.3** Only use the Card for your own personal transactions not for business purposes;
- 15.4.4** Not use or try to use any Card after the Card Account is closed, or after we tell you that the Card has been cancelled, or after we withdraw the use of the Card;
- 15.4.5** Provide to us, the information and documents we may need from time to time in connection with the use of any Card;
- 15.4.6** Cooperate with us in any investigation or litigation in connection with the use of any Card;
- 15.4.7** Ensure that the Card is not defaced, damaged, bent, modified or tampered with in any way.
- 15.4.8** Comply with all exchange control and tax laws governing your use of the Card. You agree to indemnify us against any expense or liability we incur through your failure to do so.
- 15.4.9** Ensure you pay goods and services tax, value added tax, or any other tax of a similar nature, if applicable, on any amount we charge you in respect of the Card or your use of it.

**15.5** If the Card or Enabled Device is lost or stolen, or if there has been unauthorised use of or access to the Card Account and/or the Enabled Device, you shall be responsible for all transactions made by anyone using the Card, and your liability for unauthorised transactions effected after such unauthorised use of or access to the Card Account and/or the Enabled Device but before we are notified thereof shall be limited to:

SGD Cardmembers: 100 SGD

USD Cardmembers: 100 USD

only if you have taken all of the following steps (though we may, after due investigation and at our absolute discretion, waive such liability on a case-by-case basis):

- 15.5.1** you have immediately notified us of the loss or theft or disclosure of the Card, Card Account and/or the Enabled Device;
- 15.5.2** you have taken all reasonable steps to help recover or stop the use of the Card;
- 15.5.3** you have complied with all the provisions of these Terms;
- 15.5.4** you filed and provided us a copy of a police report or a legal document called a statutory declaration in the form approved by us and any other document or information as we

may require, and at the minimum containing details of the unauthorised use, loss or theft, or unauthorised disclosure, including but not limited to details of the Card affected, the date and time of the unauthorised use or loss or theft, information about the type of authentication device, PIN and Enabled Device used to perform the transaction; and

**15.5.5** you have established to our satisfaction that you have not by your own acts or omissions (directly or indirectly) caused or contributed to the occurrence of the loss or theft of the Card and/or the Enabled Device, or the disclosure of the Card Account, and the loss or theft of the Card and/or the Enabled Device, or the disclosure of the Card Account is not due to your negligence, fraudulent act or default.

Interest charges and late fees in relation to such unauthorised transactions will not be levied during the period when we are carrying out investigations in order to determine whether the steps in this Clause 15.5 have been undertaken by you.

**15.6** We may, in our absolute discretion, issue a replacement Card to you which will be on terms we stipulate.

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

**15.8** The Guidelines issued by the Monetary Authority of Singapore applies in relation to our provision of the Card Account to you.

**15.8.1** In order to facilitate compliance with the Guidelines, you undertake to comply with the following requirements as conditions under these Terms:

- (i) Providing updated and accurate account contact details (including mobile phone number and email address) for us to send you notification alerts (in accordance with your alert preferences) in real time or on a batched basis;
- (ii) Enabling and monitoring notification alerts in relation to Card Transactions, including in relation to the record of Card Transactions reflected in the D-Vault interface. In this regard, the Guidelines state that it is your responsibility to enable notification alerts on any device used to receive notification alerts from the responsible financial institution, to opt to receive all notification alerts via SMS, email or in-app/push notifications for all outgoing payment transactions of (any amount that is above the transaction notification threshold), activation of digital security token and the conduct of high-risk activities made from your Card Account, and to monitor the notification alerts sent to you. You acknowledge that we may assume that you will monitor such notification alerts without further reminders or repeat notifications. All references to “high-risk activities” in this Clause refer to the definition under the Guidelines;
- (iii) Not engaging in any of the following acts or by omission —
  - (a) Voluntarily disclosing your Card Account access codes to a third party (including our staff);
  - (b) Disclosing your Card Account access codes in a recognisable way,

- (c) Keeping a record of your Card Account access codes in a way that allows a third party to easily misuse your Card Account access code.
- (iv) All references to access codes in this Clause refer to the definition under the Guidelines;
- (v) Protecting your login credentials to your Card Account, where login credentials include your login credentials, access code, PIN / password, OTP or other credentials that are used to authenticate your identity;
- (vi) Where you use a device to access your Card Account, you should —
  - (a) Download the DeCard App only from official sources such as Apple App Store or Google Play Store;
  - (b) Update the Enabled Device's browser to the latest version available;
  - (c) Patch the Enabled Device's operating systems with regular security updates provided by the operating system provider;
  - (d) Install and maintain the latest anti-virus software on the Enabled Device, where applicable and
  - (e) Use strong passwords, such as a mixture of letters, numbers and symbols or strong authentication methods made available by the device provider such as facial recognition or fingerprint authentication methods;
  - (f) Not root or jailbreak the devices used;
  - (g) Not download and install applications from third-party websites outside official sources (i.e. sideload apps), in particular unverified applications which request device permissions that are unrelated to their intended functionalities;
- (vii) Reading content sent with access codes before completing payment transactions or high-risk activities. Examples include content sent with OTPs sent via SMS or equivalent push notifications via the DeCard App;
- (viii) Referring to official sources to obtain DCS' website address and phone number such as the MAS Financial Institutions Directory, the DeCard App, or the back of your Card and to contact us using only the contact details obtained from official sources;
- (ix) Not clicking on links or scan QR codes purportedly sent by us unless you are expecting to receive information on our products and services via these links or QR codes. You acknowledge that we would not send you links or QR codes which directly result in you providing us any access code or making a payment transaction or high-risk activity;
- (x) Reading the risk warning messages sent by us and not performing any high-risk activities unless you understand the risk and implications of doing so. You

agree that by proceeding to perform the high-risk activities, you have read and understood the risks and implications as presented by us;

- (xi) Reporting any unauthorised activity to us (via the available reporting channels) as soon as practicable, and no later than 30 calendar days after receipt of any notification alert for any unauthorised activity on your Card Account (e.g. transactions, high-risk activities, and the activation of a digital security token, that has not been initiated by you or with your consent). Where such reporting is delayed, to provide us with reasons for the delayed report;
- (xii) Activating the Card Freeze feature on the DeCard App to promptly to block further mobile and online access to your Card Account as soon as practicable after you are notified of any unauthorised transactions and have reason to believe that your Card Account has been compromised, or if you are unable to contact us;
- (xiii) Providing us with information, upon our request, on any unauthorised transactions within a reasonable time. As set out in the Guidelines, information that may be requested will include:
  - (a) How you recorded your Card Account access codes and whether you had disclosed your Card Account access codes to anyone;
  - (b) A description of the scam incident, including details of the communications with the suspected scammer(s);
  - (c) Details of the remote software downloaded (if any) as instructed by the scammer(s);
  - (d) Whether you had received any OTPs and/or transaction notifications sent by us, and where applicable/possible a confirmation from telecommunication operators to verify the receipt status only if you are able to obtain it; and
  - (e) Suspected compromised applications (if any) in your device; and
- (xiv) Making a police report as soon as practicable if requested by us in order to facilitate our claims investigation process and provide that to us within 3 calendar days of our request. You further agree to cooperate with the Police and provide evidence (for example, you can furnish your mobile device to the Police for forensics investigation) as far as practicable. Without prejudice to the foregoing, if you suspect that you are a victim of scam or fraud, you shall make a police report as soon as practicable.

**15.8.2** You acknowledge and agree that:

- (i) Notification alerts will be sent for Card Transactions from your Card Account in accordance with your transaction notification threshold. Where you have not set any such threshold, the default industry-baseline transaction notification threshold will apply;

- (ii) Your receipt of notification alerts is subject to other conditions not within our control including whether your internet and/or mobile phone operator is able to support the service;
- (iii) We will not be liable for any Loss or damage suffered or incurred by you arising from or in connection with your failure to comply with any of your duties in relation to these notification alerts or your failure to receive any notification alerts; and
- (iv) We will not be liable for any failure, suspension, cessation, delay, disruption, errors, defects or fault in third party equipment, software, hardware, Internet, Internet browsers, online networks, Internet service providers, telecommunication service providers or other service providers, telecommunication, computer or other electronic equipment or system.

**15.8.3** As a responsible financial institution, we will observe our duties under the Guidelines and in the event of any inconsistency between the terms and conditions of this agreement and the Guidelines, the Guidelines will prevail. For the avoidance of doubt, the liability apportionment set out in section 5 of the Guidelines does not apply to payment transactions on credit cards issued by us in Singapore.

**15.8.4** For the purposes of Clauses 15.8.1 and 15.8.2, unauthorised activity includes an “unauthorised transaction” which in relation to your Card Account, means any payment transaction initiated by any person without your actual or imputed knowledge and implied or express consent. This includes “seemingly authorised transactions” as defined in the Guidelines to the Shared Responsibility Framework issued by the MAS and the Infocomm Media Development Authority of Singapore.

**15.8.5** For the purposes of Clauses 15.8.1 and 15.8.3, “payment transaction” means the placing, transfer or withdrawal of money, whether for the purpose of paying for goods or services or any other purpose; and regardless of whether the intended recipient of the money is entitled to the money, where the placing, transfer or withdrawal of money is initiated through electronic means and where the money is received through electronic means.

## **16. AMENDMENTS**

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

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

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

**16.3.1** publishing such changes in the statements of account to be sent to you;

**16.3.2** posting such changes on our Website;

**16.3.3** electronic mail or letter;

**16.3.4** publishing such changes in any newspapers; or

**16.3.5** such other means of communication as we may determine at our absolute discretion from time to time.

## **17. ANTI-MONEY LAUNDERING**

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

## **18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

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

## **19. WAIVERS**

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

## **20. COMMUNICATIONS**

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

**20.2** Any statement, advice, confirmation, notice, demand and all other correspondence by us under the terms and conditions (the “**Correspondence**”) shall be served on you:

**20.2.1** on you (or your personal representatives) personally;

**20.2.2** by sending it to you at your last address registered with us; or;

**20.2.3** by telex/facsimile/electronic mail addressed in any such manner as aforesaid to your telex/facsimile/ electronic mail address last registered with us. The Correspondence shall be deemed to have been delivered on the Business Day it was delivered personally or transmitted by telex/facsimile/electronic mail or if sent by post on the Business Day following posting.

## **21. SEVERABILITY**

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



## **22. GOVERNING LAW**

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

## **23. MEMBER BELOW 21 YEARS OLD**

- 23.1** If you are below 21 years of age when you apply for a Card the following provisions will apply.
- 23.2** If you use the Card after you have reached 21 years of age you are considered to have confirmed your agreement to these terms and conditions. You do not need to re-apply for the Card Account or the Card or do any other thing to accept these terms and conditions.
- 23.3** By signing the application form for the issue of the Card, permitting you to sign that form or permitting you to use the Card, your parent or guardian:
- 23.3.1** agrees to the Card Account being opened in your name and to the issue of the Card to you;
  - 23.3.2** on your behalf agrees to these terms and conditions, including the collection, use disclosure and processing of Personal Data in accordance with clause 14;
  - 23.3.3** unconditionally and irrevocably guarantees on a continuing basis the payment of all amounts comprising the Liabilities as and when they are due to be paid and the performance of each of your other obligations;
  - 23.3.4** as a separate and principal obligation the parent/guardian unconditionally and irrevocably agrees with us to indemnify us against all actions, claims, liabilities, costs, expenses and Losses of any kind which we may sustain, suffer or incur or become liable for because you do not pay the Liabilities; you fail to do something as stipulated in these terms and conditions; or we for any reason (including your bankruptcy) repay any amount we have received on account of the Liabilities. This includes a Loss suffered because we cannot enforce these terms and conditions against you (either partly or completely) or because you do not pay, are unable to pay or are not obliged to pay the Liabilities (or any part of it) to us;
  - 23.3.5** agrees not to exercise any rights of subrogation or contribution or any other rights which the parent/guardian may have until the full Liabilities has been irrevocably paid to us;
  - 23.3.6** agrees that any right the parent/guardian may have to be indemnified by you or otherwise be reimbursed for the amount paid or payable to us (including the right to prove in your bankruptcy) will be held on trust for us and must be exercised in the way we require. Any amount received by the parent/guardian pursuant to a right of that type must be paid to us;
  - 23.3.7** agrees that we can make demands on the parent/guardian under this clause from time to time and the parent/guardian will make payment irrespective of whether any steps

or proceedings have been, are being or could be taken against you or to enforce any other security, guarantee or indemnity; and

**23.3.8** agrees that the amount at any time owing by the parent/guardian to us under this clause will be a debt which is separate and independent from the amount owing by you or any other person and can be recovered from the parent/guardian even if the Liabilities (or any part of it) cannot be recovered from you.

**23.4** The liability of the parent/guardian will not be affected by anything at all which, but for this provision, might operate to relieve the parent/guardian of his/her obligations, including, without limitation, (i) time, credit or any indulgence or concession being granted or a compromise or arrangement being made; (ii) any transaction or arrangement (including one which increases the amount you may owe); (iii) there not being any Liabilities at any time; (iv) you not being liable to pay all or any part of the Liabilities or being discharged or released (including by operation of law) from any obligation; (v) any change to a document (including these terms and conditions) or a document (including these terms and conditions) being partly or completely unenforceable; (vi) the assignment of any rights by us; (vii) you being or becoming insolvent or bankrupt or not being bound or ceasing to be bound by these terms and conditions; (viii) any failure by us to give any notice or any other omission, delay or mistake by us; or (ix) the enforcement or failure to enforce any obligation or right.

**23.5** The parent/guardian must pay the amount (including the Liabilities) for which he/she is responsible immediately on demand by us. The obligations of the parent/guardian continue until either the Liabilities has been irrevocably paid in full and the Card Account has been terminated or (if it is earlier) you use the Card after you have reached 21 years of age.

# DeCard Luminaries Terms & Conditions

Updated as at 28 January 2026

## DCS DeCard Luminaries Terms & Conditions

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

## DEFINITIONS

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

“**Available Amount**” means the amount reflected in the D-Vault as being the remaining amount under the Credit Limit provided by us to you minus all outstanding Liabilities, that may be used to authorise Card Transactions on the Card.

“**Billing Cycle**” has the meaning given to it in Clause 6.1.

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

“**Card**” means the DCS DeCard Luminaries, and as context requires any numbers or details that allow use of the card without it being presented and any numbers or details that we provide instead of a physical card and includes any card issued in replacement or renewal thereof.

“**Card Account**” means any account in respect of the Card maintained in accordance with these Terms.

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

“**Card Transaction History**” refers to the list of Card Transactions within a specified period effected on a Card as reflected in the D-Vault interface.

“**Cardmember**” means a person holding the Card.

“**Cessation of Card**” has the meaning given to it in Clause 1.6.3.

“**Correspondence**” has the meaning given to it in Clause 20.2.

“**Credit Limit**” means the maximum aggregate amount of credit that DCS may extend to a Cardmember under a Card at any given time, as determined by DCS at its sole discretion.

“**DeCard App**” means a web application, or mobile application that can be downloaded from the Apple App Store, HUAWEI AppGallery or Google Play Store, by any Cardmember who has a valid Card.

“**Due Date**” has the meaning given to it in Clause 1.4.2

**“D-Vault”** means a feature accessible through an app (including the DeCard App) maintained by DCS for the purpose of administering and recording payments from a cardmember (including the Cardmember) in connection with a DCS credit card (including the Card).

**“Enabled Device”** means a compatible mobile communications or other device associated with one or more Cards issued to a Cardmember and successfully enrolled by the Cardmember for use in connection with payment.

**“Event(s) of Default”** means any event or circumstance specified under Clause 13 of these terms and conditions.

**“Exclusions”** has the meaning given to it in Clause 9.2.

**“Foreign Exchange Conversion Charge”** means a conversion commission to be added to the retail rate offered by DCS during currency conversion when billing a Cardmember for a transaction that was charged in a currency different from the currency of the Cardmember’s Card Account.

**“Guidelines”** refers to the E-Payments User Protection Guidelines issued by the Monetary Authority of Singapore.

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

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

**“Loss”** means any and all liabilities, losses (including indirect and consequential losses), damages, costs, charges and expenses of whatsoever nature or however arising, including legal fees on a full indemnity basis.

**“Merchant Category Code”** or **“MCC”** has the meaning given to it in Clause 5.1.2.

**“OTP”** means a one-time password.

**“Outstanding Balance”** has the meaning given to it in Clause 1.4.2.

**“Permitted Purposes”** has the meaning given to it in Clause 14.1.

**“PIN”** means a personal identification number attributable to a specific person.

**“Prepayments”** has the meaning given to it in Clause 1.1.4.

**“Statement of Account”** or **“SoA”** has the meaning given to it in Clause 1.4.2.

**“Taxes”** means any present or future tax (including without limitation, any value added tax, goods and services tax, consumption tax) levy, impost, duty, fee, deduction or withholding of any nature and by whatever name called, by and on whomsoever wherever imposed, levied, collected, assessed or withheld.

**“Termination of Card”** has the meaning given to it in Clause 1.6.2.

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

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

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

## **1. USE OF DCS DECARD LUMINARIES**

### **1.1 Card Issuance, Funding and Credit Framework**

- 1.1.1** Each Card is issued solely for use by the individual Cardmember to whom it is issued. Supplementary card functionalities are not available and cannot be requested under this programme.
- 1.1.2** Payment of the annual card membership fee (the **“Annual Membership Fee”**) is a condition precedent to the activation of the Card. The Annual Membership Fee is thereafter payable on each anniversary of the Card issuance. The Annual Membership Fee is strictly non-waivable.
- 1.1.3** Once your Card application has been approved, the Credit Limit as set out in Clause 1.3.1 will be made available to you and the D-Vault interface will reflect the Available Amount in accordance with your Credit Limit.
- 1.1.4** Repayment to DCS for Liabilities incurred under the Card may be paid in fiat currency or in such stablecoins as may be approved by DCS from time to time.
- 1.1.5** All payments made by you to increase the Available Amount reflected in the D-Vault (in all such cases, **“Prepayments”**) shall, upon receipt by DCS, be deemed irrevocably transferred to and become the sole and absolute property of DCS. You acknowledge and agree that such Prepayments are made to DCS as payment for Liabilities incurred or to be incurred under the Card, and not for the purpose of safekeeping or custody of fiat currency or stablecoins. For the avoidance of doubt, DCS shall not be regarded as holding any funds, whether Prepayments or otherwise and whether in fiat currency or stablecoins, on trust for you, and no fiduciary, custodial, or similar relationship shall arise between you and DCS in respect of such funds.
- 1.1.6** The use of the D-Vault is subject to prevailing terms and conditions governing such use. Please refer to [www.dcscs.com](http://www.dcscs.com) for details.

### **1.2 Card and Security Procedure Terms of Use**

- 1.2.1** The Card is for your use only.

- 1.2.2 You must not give the Card, Card Account number, or any PIN or OTP that corresponds to your Card Account, to others or allow them to use it for Card Transactions, identification or any other purpose.
- 1.2.3 You must do all that is necessary to keep your Card safe and prevent fraudulent or unauthorised access to or use of your Card and Card Account. This includes signing the Card as soon as you receive it in order to facilitate identification and to prevent misuse.
- 1.2.4 You shall not use any Card (whether to effect payment or otherwise) in relation to any transaction or activity which is illegal or prohibited under the law of the country in which such transaction or activity is effected or takes place or the law of your country of residence.

### 1.3 Credit Limit and Available Amount

- 1.3.1 We will determine the Credit Limit at our sole and absolute discretion upon review of your Card application.
- 1.3.2 We may, where necessary, review and revise your Credit Limit without notice.
- 1.3.3 We may choose to approve certain Card Transaction that would result in the Credit Limit being exceeded. Notwithstanding any Credit Limit that may be set or imposed, we may, at our absolute discretion, authorise or allow any Card Transaction even though such Card Transaction may exceed, or would as a consequence exceed the Credit Limit; or refuse to authorise or approve any Card Transaction even though the Credit Limit has not been and would not be exceeded if such Card Transaction had been effected. Where the Credit Limit relating to your Card Account has been exceeded, you shall immediately pay us the amount in excess of your Credit Limit.
- 1.3.4 We may charge and debit the relevant Card Account (whether before or after the termination of the use of any or all Cards) the amount of each and every Card Transaction made or effected, including all Card Transactions made or effected via any Enabled Device, and/or where any Card has been enrolled on multiple Enabled Device, and in each instance, whether by you or any other person (whether with or without your knowledge or authority) and notwithstanding that the balance due to us on the Card Account may as a consequence of any such charge or debit exceed the Card Account.

### 1.4 Repayment

- 1.4.1 Prepayments shall be attributed, as a matter of DCS' internal reconciliation and administrative tracking, to your Card Account.
- 1.4.2 At the conclusion of each Billing Cycle, a Statement of Account ("**SoA**") shall be issued containing a record of Card Transactions and any outstanding Liabilities ("**Outstanding Balance**"). The Outstanding Balance on an SoA for a given Billing Cycle is immediately due for payment in full as at the date of the SoA. You shall pay us the entire Outstanding Balance, or at least, the minimum payment specified in the SoA, by the payment due date stated on the SoA (the "**Due Date**"). On the Due Date, all Prepayments shall be applied toward the discharge of the Liabilities (including the Outstanding Balance).

- 1.4.3** We may apply payments received by us in any order of priority and in any manner we deem fit. If any payment received or recovered is in a currency different from the currency of your Card Account, we will convert such payment into the currency of your Card Account on the basis of the DCS retail rate of exchange, and apply the Foreign Exchange Conversion Charge thereon. You agree to indemnify us for any shortfall and will take full responsibility for any Loss and bear all the risks arising from the currency conversion.
- 1.4.4** Notwithstanding any term in this Agreement, we may demand from you at any time immediate repayment of any amount you owe us, whether such amount has already been reflected in your Card statement.

## **1.5 Interest, Fees and Charges**

- 1.5.1** If you do not pay the entire Outstanding Balance by the Due Date, including but not limited to where Prepayments (as applied toward the discharge of the Outstanding Balance in the SoA) are insufficient to discharge the entirety of the Outstanding Balance, you must pay any and all fees and/or charges, including late payment charges, which may be imposed on the Card and/or D-Vault service as notified to you, which are subject to change at our discretion from time to time with prior notification to you, and any subsequent Card Transaction will be subject to interest charge(s). Without prejudice to our rights under these Terms or at law, and without amounting to any change to these Terms whether expressly or impliedly, we may at our discretion accept a late or part payment described as payment in full or in settlement of a dispute. You agree to indemnify us fully in relation to any and all legal costs which may be incurred in recovering or attempting to recover any amount which is overdue and unpaid under these Terms, whether before or after the commencement or conclusion of any legal proceedings in relation to such amount.
- 1.5.2** If we receive an instruction in relation to a Card Transaction other than in the currency of your Card Account, DCS will convert it into the currency of your Card Account on the basis of the DCS retail rate of exchange, and apply the Foreign Exchange Conversion Charge thereon. You further acknowledge that given the fluctuation in rates over time or the treatment of rates by third-parties including merchants, any refund of a Card Transaction other than in the currency of your Card Account may be different to the sum originally processed on your Card Account.
- 1.5.3** DCS reserves the right to charge you an inactivity fee should you fail to log into the DeCard App for any period of time which is longer than 90 calendar days.
- 1.5.4** DCS also reserves the right to charge you an early card termination fee if you initiate a termination of the Card within the 180 calendar day period beginning from the approval of your application for the Card.
- 1.5.5** We are entitled in our absolute discretion to vary or determine, at any time and from time to time, the rates, fees, charges, and other matters that may affect your Liabilities under your Card Account, and all fees and charges payable by you in relation thereto.

- 1.5.6** The latest applicable interest, fees and charges are published under the FAQ section of the DeCard website and may be updated from time to time. You are responsible for reviewing this information periodically.

## **1.6 Termination and Cessation of Card**

- 1.6.1** The Card and its accompanying D-Vault shall remain valid until terminated by you or ceased by us in accordance with these Terms. When a Card is terminated or ceased, its accompanying D-Vault shall also be terminated or ceased, and vice-versa.

### **1.6.2 Termination of Card**

- (i) Subject to the completion of any processes or information that are required on our part, you may terminate your Card at any time (the **"Termination of Card"**) by sending us a message on Telegram at @DeHelpVIP\_Bot or calling the DCS Card Hotline at +65 6589 6000.

### **1.6.3 Cessation of Card**

- (i) We reserve the right to cease the entire program or services in relation to the Card such that these programs or services will no longer be available to any cardholders of the Card (such decision to be made in our sole and absolute discretion) (the **"Cessation of Card"**).. Without prejudice to the generality of the foregoing, we may exercise our right to call for an event of Cessation in any of the following circumstances: -:
- (a) your activities and/or use of the Card are reasonably suspected by us to be in breach of our Terms or otherwise notified to you, or any law, regulation, guideline, notice, judgment or order of any court or Authority;
  - (b) in order for us to comply with applicable law, regulation, guideline, notice, judgment or order of any court or Authority or any undertaking or agreement to which we are subject to;
  - (c) if you have breached any Term; and/or
  - (d) if any information, certificate or document you provide to us is not true, accurate and complete in any respect.
- (ii) Unless an alternative procedure has been published on our Website or notified to you by any other reasonable means, the following procedure shall apply in an event of Cessation of Card -
- (a) Notification of Cessation of Card can be made via reasonable means, including via a notification on our Website;
  - (b) Upon notification of Cessation of Card, you shall make payment on any Outstanding Balance in your Card Account within 30 days from the date of notification.



- (c) Any requests, claims, complaints or disputes from you in relation to the Cessation of Card must be made or notified to us in writing within 30 days from the date of notification of Cessation of Card. After this 30-day period, we will not be liable for any Loss, damage, expense, cost, claim or proceeding, whether direct, indirect or consequential, which you or any other person may suffer or face due to us exercising our right of Cessation of Card.

**1.6.4** Upon the Termination of Card or Cessation of Card, any accrued Liabilities shall remain continuing and we shall remain entitled to debit from your Card Account any amount outstanding and owing to us, including any Outstanding Balance, costs, expenses, fees, commission, charges and payments owing from Card Transactions carried out before the Termination or Cessation of your Card Account, and any other charges you owe on your Card Account. Until any such sums are paid in full, further interest, fees or charges may be imposed on you in the manner stipulated in Clause 1.5.

**1.6.5** Upon Termination of Card or Cessation of Card —

- (i) You cannot and must not make any further fund transfers in relation to their Card Account, whether in respect of the Available Amount reflected in the D-Vault interface or otherwise;
- (ii) DCS shall not be obliged to refund you any fees (including annual fees) or other charges;
- (iii) All benefits and privileges conferred by the Card will no longer be available;
- (iv) Where a physical Card has been issued, you must promptly cut the Card in half and (a) return it to us at our request; or (b) dispose of it immediately;
- (v) You must remove all electronic or digital representations of the Card and log out of all administrative or user accounts which could potentially be used to access the Card on any Enabled Device;
- (vi) You must immediately repay the sums that remain due to us as set out in Clause 1.6.4 above;
- (vii) It remains your obligation to notify any third-parties that may make direct debits to the Card or Card Account that the Card has been terminated and that alternative payment arrangements will be made by you with that third-party in relation to any sums you may owe to that third-party;

We shall have the right to retain the Cardmember's D-Vault information and Card Transaction History in the system and such information shall be kept in accordance with the prevailing policies on data retention and applicable regulatory requirements.

**1.6.6** If, at the point of Termination of Card or Cessation of Card, DCS has determined that Prepayments exceed all accrued Liabilities and outstanding sums (the "**Credit Balance**"), we will transfer the whole of such Credit Balance to another card account you have with us if such a card account exists. If you do not hold another card account

with us other than the Card Account, we will store the Credit Balance in a separate bank account, following which the Credit Balance will only be refunded to you upon your written request. Such written request must be made within 30 days from the date of our notification on the Cessation. If we do not receive a written request from you requesting for a refund of the Credit Balance within this 30-day period, you are deemed to have waived any rights to recover or claim for the Credit Balance.

## **2. CARD REMAINS OUR PROPERTY**

- 2.1** You may request for the Card to be issued to you virtually or physically, or both. For applicants who request a physical card to be issued following the application, we are entitled to charge a fee for issuing such physical card to your mailing address.
- 2.2** The Card remains our property at all times. Without prejudice to the generality of the foregoing, we may at our absolute discretion, request for the Card to be returned to us at any time, whereupon you shall cut and return the Card immediately to us, and/or cease all use of the Card in any way. All fees, costs and expenses incurred in respect of the return of the Card shall be borne by you.

## **3. INSTRUCTIONS**

- 3.1** The Instructions shall be treated as irrevocable once issued in accordance with these Terms.
- 3.2** Instructions from you may be given either orally (via telephone or otherwise) or in writing (which expression shall include postal communication, facsimile/telefax/electronic mail and any form of electronic communication).
- 3.3** We may rely on oral or written instructions which we believe to be given by you or any person authorised by you without verifying the identity of the person purporting to give such instructions. Where any instruction is ambiguous or inconsistent with any other instructions, we shall be entitled to rely on and act in accordance with any reasonable interpretation thereof which we believe in good faith to be the correct interpretation. You shall not hold us liable in any way for acting on inconsistent, ambiguous or incomplete instructions and you shall indemnify us for any Loss and expenses (including legal fees) in reliance thereof.
- 3.4** We shall not be liable to you for acting upon any Instructions which we believe to be communicated or purportedly communicated by you or any person authorised by you to us over the telephone or in writing and signed or purportedly signed by you or any person authorised by you or given or transmitted purportedly or given or transmitted by facsimile / telefax / electronic mail notwithstanding that it is subsequently shown that such Instruction was not given by you or by any person authorised by you. Any risk of misunderstanding, any error or Loss resulting from instructions given by unauthorised persons or any error Loss or delay resulting from the use of the post / facsimile / telefax / electronic mail are entirely your risk for which we shall not be liable for.
- 3.5** You are aware that signatures on facsimile / telefax / electronic mail Instructions may be superimposed fraudulently or without proper authority when transmitted to us and you shall give us facsimile / telefax / electronic mail Instructions assuming such risks. We shall not be held liable for any Losses, damages, expenses, claims or liabilities suffered by you as a result of our

reliance upon facsimile / telefax / electronic mail Instructions so long as the signatures appearing on such facsimile / telefax / electronic mail Instructions appear on verification to be or purport to be in accordance with your specimen signature or the specimen signature of any person authorised by you.

- 3.6** We shall be entitled to record all telephone conversations and instructions relating to each Card Transaction and these terms and conditions. In this connection, you agree that we shall be entitled to use such recordings and transcripts thereof as evidence in any dispute.
- 3.7** In addition, we shall be entitled, but not obliged, to perform a call back to your registered telephone number with us to confirm any instructions received by us. If we are unable to successfully perform the call back, we may elect not to act on the instructions received.
- 3.8** In consideration of us doing so or acting in accordance with these terms and conditions, you shall indemnify us and keep us indemnified against all demands, claims, liabilities, Losses, actions, proceedings, damages, costs, and expenses incurred or sustained by whatsoever nature and howsoever arising, out of or in connection with any such communication or facsimile / telefax / electronic mail Instructions or the acting upon or carrying out such communication or facsimile/telefax or electronic mail instructions or the taking of steps in connection with or in reliance upon any such communication or facsimile/telefax/ electronic mail instructions and you shall reimburse us any sums on demand.

#### **4. CASH ADVANCES**

- 4.1** Subject to the terms and conditions and the applicable fee, you may obtain a cash advance up to the limit determined by us from time to time, at any automated teller machine outside Singapore. You agree to pay us a service fee for each advance at the rate determined by us from time to time. The service fee will be charged to your Card Account together with the amount of cash dispensed.

#### **5. CASHBACK AND REWARDS**

- 5.1** Subject to these Terms, the Cardmembers may earn referral rewards and cashback on eligible transactions through the following programs:
- 5.1.1 Referral Reward Program:** Cardholders may invite their friends to sign up with DeCard Luminaries. Subject to our absolute discretion on the amount and mode of the reward, the reward shall be in the form of cashback to both the referrer and the referee.
- 5.1.2 Cashback Program:** Cardholders will earn cashback when they use the Card for any transaction. The cashback amount will be based on the eligible amount of monthly cumulative spending. Cardholders can only qualify for the cashback when their transaction spend is within the eligible Merchant Category Codes ("**MCC**").
- 5.2** The total amount of cashback that may be earned is subject to a cap. However, there is no limit on the total amount of rewards that may be earned. Notwithstanding, the accrual and spending of rewards are subject to the Card's Credit Limit.
- 5.3** Cashbacks and/or rewards earned through the Cashback Program and/or the Referral Reward Program will be added to the Available Amount for Card Transactions with physical and online

merchants, as well as cash advances in the manner stipulated in Clause 4.1, but cannot be withdrawn for SGD.

- 5.4 Cashbacks and/or rewards are computed on a full calendar month basis, rounded down to the nearest two (2) decimal places for each eligible Card Transaction, based on the total amount of Card Transactions charged to the Card Account. Cashbacks and/or rewards shall be applied toward the Available Amount reflected in the D-Vault interface for the following month and, where applicable, shall be applied to offset against the billed amount.
- 5.5 We shall have the absolute right to make any adjustments to the cashbacks and rewards should there be any unposted, voided, cancelled, disputed and/or reversed Card Transactions, including those arising from returned goods or services, billing disputes, or any other reason at our absolute discretion.
- 5.6 We reserve our right to reject any request for or appeals against the cashbacks and rewards adjustments at our absolute discretion without ascribing any reason therefore, and we may or may not communicate with you in respect of such adjustments.
- 5.7 We reserve the right at our absolute discretion to determine, vary, or amend the criteria for eligible Card Transactions, the cashbacks and rewards earned and/or to be credited, without ascribing any reason or prior notice or assuming any liability to you.
- 5.8 If we determine at our absolute discretion that you are not eligible for the cashbacks and/or rewards, we may forfeit the award such cashbacks and rewards; or if already awarded, deduct it from the Card Account and/or any of your accounts with us, and/or recover the same from you.

## **6. STATEMENTS OF ACCOUNTS**

- 6.1 We will furnish you with SoA at monthly intervals or at such intervals as we may prescribe ("**Biling Cycle**"). The SoA is only available in electronic form. You agree to verify the correctness of all details contained in each SoA and to notify us within fourteen (14) calendar day period from the date of such SoA (dates inclusive) of any discrepancies, omissions or errors therein. Upon expiry of this period, the details in the SoA shall be conclusive against you except as to the alleged errors so notified but subject always to our right to correct any errors contained therein at any time notwithstanding such acceptance by you.

## **7. DISCLAIMERS**

- 7.1 The merchants displayed on our Website are presented for informational purposes only. We do not endorse, sponsor, or have any formal affiliation, partnership, or relationship with these merchants unless otherwise expressly stated. The inclusion of any merchant on our Website does not imply any form of partnership, joint venture, or formal association between DCS and the respective merchant. Any information or statements relating to our merchants published on our Website shall not constitute a representation on our part and we shall not assume any liability in respect of the accuracy of any of such information or statements.
- 7.2 All transactions conducted with these merchants are solely between you and the merchant, and we assume no responsibility for any dealings, agreements, or disputes arising from such interactions. In particular and except as required by law, we are not responsible for any goods or services charged to the Card, or if a merchant refuses to accept the Card. Merchants may

impose their own restrictions on use of the Card and we are not responsible for this. You may raise any claim or dispute directly with the merchant concerned and you may not withhold payment from us because of such claim or dispute.

## **8. BENEFITS AND PRIVILEGES**

From time to time, the Company may offer certain benefits, privileges, rewards, offers or services in connection with the Card ("**Benefits**"). All Benefits are provided at the Company's sole discretion, may be amended, varied, replaced or withdrawn at any time without prior notice, and may be subject to additional eligibility criteria. Benefits are further subject to the applicable terms and conditions imposed by the relevant third-party service provider. The Company does not guarantee and shall not be responsible or liable for the provision, fulfilment or quality of any Benefit, or for any loss, injury or damage suffered or incurred by any Cardmember in connection therewith.

## **9. EXCLUSIONS**

**9.1** The following transactions shall not be considered as the Card Transactions and do not qualify to earn any cashbacks and/or rewards (collectively referred to as the "**Exclusions**"):

**9.1.1** Annual Membership Fees;

**9.1.2** Service charges and/or late payment charges;

**9.1.3** All disputed charges unresolved as at DCS' processing date of the monthly SoA during the promotion period;

**9.1.4** All debit and credit journal entries;

**9.1.5** Casino/access charges and/or cheque encashing charges;

**9.1.6** Stolen/lost/fraud Card charges;

**9.1.7** AXS bill payments;

**9.1.8** Road Tax payment;

**9.1.9** All transactions at LTA;

**9.1.10** All transactions at Singapore Post;

**9.1.11** 0% Interest-free Instalment Payment Plan (also known as BNPL, or Buy-Now- Pay-Later);

**9.1.12** ReadyCA\$H;

**9.1.13** DCA\$H;

**9.1.14** Balance transfer;

**9.1.15** Transactions made with Esso Fleet Card (EFC);

**9.1.16** Cash advance transactions;

**9.1.17** Any transaction with transaction description "AMAZE\*\*"

**9.1.18** Any transaction made with the following MCCs:

| <b>MCC</b> | <b>Description</b>   |
|------------|--|
| 4784       | Tolls and Bridge Fees  |
| 4829       | Money Transfer   |
| 4900       | Utilities – Electric, Gas, Water and Sanitary  |
| 5199       | Nondurable Goods (Not Elsewhere Classified)  |
| 5960       | Direct Marketing – Insurance Services  |
| 6010       | Financial Institutions – Manual Cash Disbursements   |
| 6012       | Financial Institutions – Merchandise, Services, and Debt Repayment   |
| 6052       | Quasi Cash - Member Financial Institution  |
| 6051       | Non-Financial Institutions –Foreign Currency, Non-Fiat Currency (for example: Cryptocurrency), Money Orders (Not Money Transfer), Account Funding (not Stored Value Load), Travelers Cheques, and Debt Repayment |
| 6211       | Security Brokers/Dealers   |
| 6300       | Insurance Sales, Underwriting, and Premiums  |
| 6513       | Real Estate Agents and Managers  |
| 6540       | Non-Financial Institutions – Stored Value Card Purchase/Load   |
| 7349       | Cleaning, Maintenance, and Janitorial Services   |
| 7523       | Parking Lots, Parking Meters and Garages   |
| 7800       | Government-Owned Lotteries (US Region only)  |
| 7801       | Government Licensed On-LineCasinos (On-Line Gambling)<br>(US Region only)  |
| 7802       | Government-Licensed Horse/Dog Racing (US Region only)  |
| 7995       | Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting, Wagers at Race Tracks and games of chance to win prizes of monetary value  |
| 8062       | Hospitals  |
| 8211       | Elementary and Secondary Schools   |

|      |   |
|------|---|
| 8220 | Colleges, Universities, Professional Schools, and Junior Colleges |
| 8241 | Correspondence Schools  |
| 8244 | Business and Secretarial Schools                                  |
| 8249 | Vocational and Trade Schools                                      |
| 8299 | Schools and Educational Services (Not Elsewhere Classified)       |
| 8398 | Charitable Social Service Organizations                           |
| 8651 | Political Organizations   |
| 8661 | Religious Organizations   |
| 9211 | Court Costs, Including Alimony and Child Support                  |
| 9222 | Fines   |
| 9223 | Bail and Bond Payments  |
| 9311 | Tax Payments  |
| 9399 | Government Services (Not Elsewhere Classified)                    |
| 9402 | Postal Services – Government Only                                 |
| 9405 | U.S. Federal Government Agencies or Departments                   |
| 9406 | Government-Owned Lotteries (Non-U.S. region)                      |

- 9.2** Transactions under MCC 6011 Financial Institutions – Automated Cash Disbursements including ATM disbursements, do not qualify for the Cashback and Referral Programs unless specifically accepted by us.
- 9.3** The cashbacks and/or rewards will not be awarded to any transactions that DCS deems to be corporate/commercial transactions.
- 9.4** We reserve the right at our sole and absolute discretion to determine, vary, or amend the list set out above from time to time without any prior notice or giving any reason or being liable to any party.
- 9.5** For the avoidance of doubt, any cashbacks and/or rewards earned cannot be used to offset or to settle any exclusions.
- 9.6** In the event of any refund, DCS reserves the right to claw back or adjust any cashback amount previously disbursed. Such clawback or adjustment may include interest or charges as determined by DCS in its sole discretion.
- 9.7** DCS reserves the right to launch additional cashback promotions from time to time. In the event of any inconsistency between the terms, the most recently published promotion T&C shall prevail.

## **10. ASSIGNMENT**

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

## **11. FORCE MAJEURE**

- 11.1** We shall not be responsible or liable to you for:
- 11.1.1** any delay or failure in performance, whether foreseeable or not; and/or
  - 11.1.2** any Losses, expenses or damages howsoever arising, whether foreseeable or not, resulting from or due to any circumstances or causes whatsoever which are not within our reasonable control.
- 11.2** Without prejudice to the generality of Clause 11.1 above, the following shall be regarded as circumstances and/or causes beyond our reasonable control:
- 11.2.1** flood, lightning, acts of God, fire, earthquakes and other natural disasters;
  - 11.2.2** strikes, labour disturbances, lockouts, material shortages, riots, acts of war;
  - 11.2.3** acts, restrictions, regulations by-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority or any governmental regulations imposed after the fact;
  - 11.2.4** import or export regulations or embargoes;
  - 11.2.5** power failure;
  - 11.2.6** acts or defaults of any telecommunications network operator; or
  - 11.2.7** circumstances where communications lines for our computer systems (whether in Singapore or elsewhere) cannot be used for reasons attributable to third party telecommunications carrier.
- 11.3** Our obligations, so far as affected by circumstance or causes beyond our reasonable control, shall be suspended during the continuance of any delay or failure in performance so caused and such delay or failure shall not be a breach of these terms and conditions.



## **12. TERMINATION**

**12.1** Notwithstanding any other provision of these Terms and subject to us being fully paid all monies now or later due payable actually or contingently whether under these terms and conditions or otherwise howsoever, we may terminate the account at any time upon:

**12.1.1** the occurrence of an Event of Default; or

**12.1.2** if we are prevented from or hindered or delayed by reason of any action of any state or government agency or under any applicable law which makes it illegal or unlawful or impossible for us to perform these terms and conditions.

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

## **13. EVENTS OF DEFAULT**

**13.1** Subject to the terms herein, each of the following shall be deemed to be an Event of Default:

**13.1.1** the commencement, presentation, filing or institution by petition, application, order for relief or otherwise of any bankruptcy, insolvency, composition, dissolution, reorganisation, arrangement, liquidation or other analogous event relating to you under any applicable law;

**13.1.2** if you are insolvent or are unable to pay your debts as and when they fall due or if you threaten to stop or stop or suspend payment of all or a material part of your debts, begin negotiations or take such further steps with a view to deferring, rescheduling or re-arranging all or any part of your indebtedness or make or propose to make a general assignment or composition for the benefit of your creditors or a moratorium is declared in respect of all or substantially all your indebtedness;

**13.1.3** if you fail to pay any amount due under these Terms or under any contract;

**13.1.4** if you fail to observe any condition or perform any obligation and such default continues and remains unrectified after three (3) Business Days of our written notice to you to remedy the same.

**13.1.5** any legal proceeding is instituted against you which in our opinion may materially affect your ability to perform your obligations under these terms and conditions;

**13.1.6** any representation by or from you at any time is or turns out to be incorrect or misleading in any aspect;

**13.1.7** there is a material adverse change in your financial position which, in our reasonable opinion, may affect your ability to perform your obligations under these terms and conditions;

**13.1.8** if you (for individuals) shall become deceased, become bankrupt or incapacitated.

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

**13.2.1** All contracts shall be terminated as of the date specified in such notice.

**13.2.2** All monies payable by you to us, whether actual or contingent, shall become immediately due and payable; and/or

**13.2.3** Termination of our relationship and demand that you fully settle all your Liabilities with us.

**13.3** For avoidance of doubt, the use of this Card shall be subject to the terms and conditions governing the D-Vault, and you shall remain liable for any outstanding balance on the Card in the event of any non-availability of the D-Vault, or any of its features.

## **14. CONSENT TO DISCLOSURE**

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

**14.1.1** Process of your application for the Card, Services and products by us;

**14.1.2** Account opening and operations relating to the Card, establishing or revising a Credit Limit and closing the Card Account, or facilitating, effecting, processing or providing any Services in respect of or in connection with the Card, the Card Account and/or this agreement;

**14.1.3** Administration of loyalty and rewards programs (including the processing of redemption vouchers, benefits or entitlements);

**14.1.4** Conducting checks with the Do Not Call Registry;

**14.1.5** Any merchant, bank or financial institution;

**14.1.6** Providing you with marketing, advertising and promotional information, materials or documents we think may be of interest to you. We may disclose your Personal Data to business partners (such as co-branders) for use in developing and marketing offers to you. You have the right to opt out of receiving such marketing information. You can do so by writing to us, telephoning us or sending an e-mail to us at our address or number on the Website. If you do not exercise your right to opt out of receiving such marketing information, you will be considered to have consented to the receiving of such marketing information and we may continue to provide such marketing information to you;

**14.1.7** Carrying out any proposed novation, assignment, transfer or sale of any of our rights or obligations with respect to the Card Account or any facilities and Services available in association with the Card, whether or not in connection with any financing or securitisation we sponsor or undertake, including —

(i) For preliminary activities connected to any such financing or securitisation, such as any due diligence, or any arrangement or structuring thereof;

- (ii) Any securitisation transaction involving the Card Account or any facilities and Services available in association with the Card;
- (iii) Any sale or purchase of any of our rights or obligations with respect to the Card Account or any facilities and services available in association with the Card;
- (iv) Any servicing, administration, collection, perfection or enforcement, of any security interest or other right, in connection with the Card Account or any facilities and Services available in association with the Card; and
- (v) To allow relevant parties (including, without limitation, any actual or potential assignee, transferee, trustee, security trustee, servicer or back-up servicer, transaction administrator or bankruptcy-remote entity) and their professional advisers, consultants, agents and other third party service providers (including, without limitation, lawyers, accountants, rating agencies and servicing agents) connected with such financing or securitisation to carry out their roles and responsibilities;

**14.1.8** To any person or organisation participating in the provision of electronic or without limitation other Services in connection with Services utilised by you, whether in Singapore or elsewhere, for the purpose of the Services including but not limited to investigating any alleged discrepancies or claims;

**14.1.9** To any third party printer, agent or storage or archival service provider (including but not limited to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storing, microfilming and/or filing personalised statements of accounts, labels, mailers or any other document or items on which your name and/or other particular appears, or any data or record of any document whatsoever;

**14.1.10** To the police or any other public officer conducting an investigation in connection with any offence;

**14.1.11** To any government or regulatory agency or authority or the court of any competent jurisdiction;

**14.1.12** To any entity of our group for risk management purposes, for monitoring credit exposure of the group and centralisation of operations within the group, and for purposes in connection with business planning, restructuring and strategy and for the purpose of promoting products and services to you;

**14.1.13** To any credit bureau, as well as the members of such credit bureau of which DCS is a member;

**14.1.14** To any assignees or transferees or prospective assignees or transferees of our credit facilities, business and undertakings of such part thereof;

**14.1.15** To any person or entity participating in the merger/acquisition or proposed merger/acquisition of DCS or its holding company with/by another company; and

**14.1.16** Any other person or entity at any time:

- (i) which DCS or any officer in good faith considers appropriate for any purpose in connection with these Terms; or
- (ii) where such particulars were inadvertently divulged, revealed or disclosed to or accessed by such persons or entities through no wilful default of DCS or relevant officer.

## **15. YOUR LIABILITY AND RESPONSIBILITY**

- 15.1** You are responsible for all transactions made using the Card, and to ensure compliance with all the terms herein and all the terms that apply to your Card Account and Services that may be operated by or accessed using the Card. You are responsible for any Loss suffered as a result of failure to comply with all the terms in this Agreement and all the terms that apply to your Card Account and all services that may be operated by or accessed using the DeCard App.
- 15.2** You shall provide to us the information and documents we may need from time to time in connection with the use of the Card, and cooperate with us (where applicable) in any investigation or litigation in connection with the use of the Card.
- 15.3** You must keep the Card safe at all times and report it to us as soon as you become aware, or have reason to believe that the Card is lost or stolen, or there has been unauthorised use of the Card or access to the Card Account and/or the Enabled Device. This may be done by by sending us a message on Telegram at @DeHelpVIP\_Bot or calling the DCS Card Hotline at +65 6589 6000.
- 15.4** You must —
- 15.4.1** Not use any Card for any unlawful activity (for example, purchasing illegal goods or services) in any country;
  - 15.4.2** Not use any Card to make any transaction that would cause the Credit Limit to be exceeded;
  - 15.4.3** Only use the Card for your own personal transactions not for business purposes;
  - 15.4.4** Not use or try to use any Card after the Card Account is closed, or after we tell you that the Card has been cancelled, or after we withdraw the use of the Card;
  - 15.4.5** Provide to us, the information and documents we may need from time to time in connection with the use of any Card;
  - 15.4.6** Cooperate with us in any investigation or litigation in connection with the use of any Card;
  - 15.4.7** Ensure that the Card is not defaced, damaged, bent, modified or tampered with in any way.
  - 15.4.8** Comply with all exchange control and tax laws governing your use of the Card. You agree to indemnify us against any expense or liability we incur through your failure to do so.

**15.4.9** Ensure you pay goods and services tax, value added tax, or any other tax of a similar nature, if applicable, on any amount we charge you in respect of the Card or your use of it.

**15.5** If the Card or Enabled Device is lost or stolen, or if there has been unauthorised use of or access to the Card Account and/or the Enabled Device, you shall be responsible for all transactions made by anyone using the Card, and your liability for unauthorised transactions effected after such unauthorised use of or access to the Card Account and/or the Enabled Device but before we are notified thereof shall be limited to:

SGD Cardmembers: 100 SGD

USD Cardmembers: 100 USD

only if you have taken all of the following steps (though we may, after due investigation and at our absolute discretion, waive such liability on a case-by-case basis):

**15.5.1** you have immediately notified us of the loss or theft or disclosure of the Card, Card Account and/or the Enabled Device;

**15.5.2** you have taken all reasonable steps to help recover or stop the use of the Card;

**15.5.3** you have complied with all the provisions of these Terms;

**15.5.4** you filed and provided us a copy of a police report or a legal document called a statutory declaration in the form approved by us and any other document or information as we may require, and at the minimum containing details of the unauthorised use, loss or theft, or unauthorised disclosure, including but not limited to details of the Card affected, the date and time of the unauthorised use or loss or theft, information about the type of authentication device, PIN and Enabled Device used to perform the transaction; and

**15.5.5** you have established to our satisfaction that you have not by your own acts or omissions (directly or indirectly) caused or contributed to the occurrence of the loss or theft of the Card and/or the Enabled Device, or the disclosure of the Card Account, and the loss or theft of the Card and/or the Enabled Device, or the disclosure of the Card Account is not due to your negligence, fraudulent act or default.

Interest charges and late fees in relation to such unauthorised transactions will not be levied during the period when we are carrying out investigations in order to determine whether the steps in this Clause 15.5 have been undertaken by you.

**15.6** We may, in our absolute discretion, issue a replacement Card to you which will be on terms we stipulate.

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

**15.8** The Guidelines issued by the Monetary Authority of Singapore applies in relation to our provision of the Card Account to you.

**15.8.1** In order to facilitate compliance with the Guidelines, you undertake to comply with the following requirements as conditions under these Terms:

- (i) Providing updated and accurate account contact details (including mobile phone number and email address) for us to send you notification alerts (in accordance with your alert preferences) in real time or on a batched basis;
- (ii) Enabling and monitoring notification alerts in relation to Card Transactions, including in relation to the record of Card Transactions reflected in the D-Vault interface. In this regard, the Guidelines state that it is your responsibility to enable notification alerts on any device used to receive notification alerts from the responsible financial institution, to opt to receive all notification alerts via SMS, email or in-app/push notifications for all outgoing payment transactions of (any amount that is above the transaction notification threshold), activation of digital security token and the conduct of high-risk activities made from your Card Account, and to monitor the notification alerts sent to you. You acknowledge that we may assume that you will monitor such notification alerts without further reminders or repeat notifications. All references to “high-risk activities” in this Clause refer to the definition under the Guidelines;
- (iii) Not engaging in any of the following acts or by omission —
  - (a) Voluntarily disclosing your Card Account access codes to a third party (including our staff);
  - (b) Disclosing your Card Account access codes in a recognisable way,
  - (c) Keeping a record of your Card Account access codes in a way that allows a third party to easily misuse your Card Account access code.
- (iv) All references to access codes in this Clause refer to the definition under the Guidelines;
- (v) Protecting your login credentials to your Card Account, where login credentials include your login credentials, access code, PIN / password, OTP or other credentials that are used to authenticate your identity;
- (vi) Where you use a device to access your Card Account, you should —
  - (a) Download the DeCard App only from official sources such as Apple App Store or Google Play Store;
  - (b) Update the Enabled Device’s browser to the latest version available;
  - (c) Patch the Enabled Device’s operating systems with regular security updates provided by the operating system provider;
  - (d) Install and maintain the latest anti-virus software on the Enabled Device, where applicable and
  - (e) Use strong passwords, such as a mixture of letters, numbers and symbols or strong authentication methods made available by the device provider such as facial recognition or fingerprint authentication methods;
  - (f) Not root or jailbreak the devices used;

- (g) Not download and install applications from third-party websites outside official sources (i.e. sideload apps), in particular unverified applications which request device permissions that are unrelated to their intended functionalities;
- (vii) Reading content sent with access codes before completing payment transactions or high-risk activities. Examples include content sent with OTPs sent via SMS or equivalent push notifications via the DeCard App;
- (viii) Referring to official sources to obtain DCS' website address and phone number such as the MAS Financial Institutions Directory, the DeCard App, or the back of your Card and to contact us using only the contact details obtained from official sources;
- (ix) Not clicking on links or scan QR codes purportedly sent by us unless you are expecting to receive information on our products and services via these links or QR codes. You acknowledge that we would not send you links or QR codes which directly result in you providing us any access code or making a payment transaction or high-risk activity;
- (x) Reading the risk warning messages sent by us and not performing any high-risk activities unless you understand the risk and implications of doing so. You agree that by proceeding to perform the high-risk activities, you have read and understood the risks and implications as presented by us;
- (xi) Reporting any unauthorised activity to us (via the available reporting channels) as soon as practicable, and no later than 30 calendar days after receipt of any notification alert for any unauthorised activity on your Card Account (e.g. transactions, high-risk activities, and the activation of a digital security token, that has not been initiated by you or with your consent). Where such reporting is delayed, to provide us with reasons for the delayed report;
- (xii) Activating the Card Freeze feature on the DeCard App to promptly to block further mobile and online access to your Card Account as soon as practicable after you are notified of any unauthorised transactions and have reason to believe that your Card Account has been compromised, or if you are unable to contact us;
- (xiii) Providing us with information, upon our request, on any unauthorised transactions within a reasonable time. As set out in the Guidelines, information that may be requested will include:
  - (a) How you recorded your Card Account access codes and whether you had disclosed your Card Account access codes to anyone;
  - (b) A description of the scam incident, including details of the communications with the suspected scammer(s);
  - (c) Details of the remote software downloaded (if any) as instructed by the scammer(s);

- (d) Whether you had received any OTPs and/or transaction notifications sent by us, and where applicable/possible a confirmation from telecommunication operators to verify the receipt status only if you are able to obtain it; and
- (e) Suspected compromised applications (if any) in your device; and
- (xiv) Making a police report as soon as practicable if requested by us in order to facilitate our claims investigation process and provide that to us within 3 calendar days of our request. You further agree to cooperate with the Police and provide evidence (for example, you can furnish your mobile device to the Police for forensics investigation) as far as practicable. Without prejudice to the foregoing, if you suspect that you are a victim of scam or fraud, you shall make a police report as soon as practicable.

**15.8.2** You acknowledge and agree that:

- (i) Notification alerts will be sent for Card Transactions from your Card Account in accordance with your transaction notification threshold. Where you have not set any such threshold, the default industry-baseline transaction notification threshold will apply;
- (ii) Your receipt of notification alerts is subject to other conditions not within our control including whether your internet and/or mobile phone operator is able to support the service;
- (iii) We will not be liable for any Loss or damage suffered or incurred by you arising from or in connection with your failure to comply with any of your duties in relation to these notification alerts or your failure to receive any notification alerts; and
- (iv) We will not be liable for any failure, suspension, cessation, delay, disruption, errors, defects or fault in third party equipment, software, hardware, Internet, Internet browsers, online networks, Internet service providers, telecommunication service providers or other service providers, telecommunication, computer or other electronic equipment or system.

**15.8.3** As a responsible financial institution, we will observe our duties under the Guidelines and in the event of any inconsistency between the terms and conditions of this agreement and the Guidelines, the Guidelines will prevail. For the avoidance of doubt, the liability apportionment set out in section 5 of the Guidelines does not apply to payment transactions on credit cards issued by us in Singapore.

**15.8.4** For the purposes of Clauses 15.8.1 and 15.8.2, unauthorised activity includes an “unauthorised transaction” which in relation to your Card Account, means any payment transaction initiated by any person without your actual or imputed knowledge and implied or express consent. This includes “seemingly authorised transactions” as defined in the Guidelines to the Shared Responsibility Framework issued by the MAS and the Infocomm Media Development Authority of Singapore.



**15.8.5** For the purposes of Clauses 15.8.1 and 15.8.3, “payment transaction” means the placing, transfer or withdrawal of money, whether for the purpose of paying for goods or services or any other purpose; and regardless of whether the intended recipient of the money is entitled to the money, where the placing, transfer or withdrawal of money is initiated through electronic means and where the money is received through electronic means.

## **16. AMENDMENTS**

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

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

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

**16.3.1** publishing such changes in the statements of account to be sent to you;

**16.3.2** posting such changes on our Website;

**16.3.3** electronic mail or letter;

**16.3.4** publishing such changes in any newspapers; or

**16.3.5** such other means of communication as we may determine at our absolute discretion from time to time.

## **17. ANTI-MONEY LAUNDERING**

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

## **18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

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

## **19. WAIVERS**

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

## **20. COMMUNICATIONS**

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

**20.2** Any statement, advice, confirmation, notice, demand and all other correspondence by us under the terms and conditions (the “**Correspondence**”) shall be served on you:

**20.2.1** on you (or your personal representatives) personally;

**20.2.2** by sending it to you at your last address registered with us; or;

**20.2.3** by telex/facsimile/electronic mail addressed in any such manner as aforesaid to your telex/facsimile/ electronic mail address last registered with us. The Correspondence shall be deemed to have been delivered on the Business Day it was delivered personally or transmitted by telex/facsimile/electronic mail or if sent by post on the Business Day following posting.

## **21. SEVERABILITY**

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

## **22. GOVERNING LAW**

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

## **23. MEMBER BELOW 21 YEARS OLD**

**23.1** If you are below 21 years of age when you apply for a Card the following provisions will apply.

**23.2** If you use the Card after you have reached 21 years of age you are considered to have confirmed your agreement to these terms and conditions. You do not need to re-apply for the Card Account or the Card or do any other thing to accept these terms and conditions.

**23.3** By signing the application form for the issue of the Card, permitting you to sign that form or permitting you to use the Card, your parent or guardian:

**23.3.1** agrees to the Card Account being opened in your name and to the issue of the Card to you;

**23.3.2** on your behalf agrees to these terms and conditions, including the collection, use disclosure and processing of Personal Data in accordance with clause 14;

- 23.3.3** unconditionally and irrevocably guarantees on a continuing basis the payment of all amounts comprising the Liabilities as and when they are due to be paid and the performance of each of your other obligations;
- 23.3.4** as a separate and principal obligation the parent/guardian unconditionally and irrevocably agrees with us to indemnify us against all actions, claims, liabilities, costs, expenses and Losses of any kind which we may sustain, suffer or incur or become liable for because you do not pay the Liabilities; you fail to do something as stipulated in these terms and conditions; or we for any reason (including your bankruptcy) repay any amount we have received on account of the Liabilities. This includes a Loss suffered because we cannot enforce these terms and conditions against you (either partly or completely) or because you do not pay, are unable to pay or are not obliged to pay the Liabilities (or any part of it) to us;
- 23.3.5** agrees not to exercise any rights of subrogation or contribution or any other rights which the parent/guardian may have until the full Liabilities has been irrevocably paid to us;
- 23.3.6** agrees that any right the parent/guardian may have to be indemnified by you or otherwise be reimbursed for the amount paid or payable to us (including the right to prove in your bankruptcy) will be held on trust for us and must be exercised in the way we require. Any amount received by the parent/guardian pursuant to a right of that type must be paid to us;
- 23.3.7** agrees that we can make demands on the parent/guardian under this clause from time to time and the parent/guardian will make payment irrespective of whether any steps or proceedings have been, are being or could be taken against you or to enforce any other security, guarantee or indemnity; and
- 23.3.8** agrees that the amount at any time owing by the parent/guardian to us under this clause will be a debt which is separate and independent from the amount owing by you or any other person and can be recovered from the parent/guardian even if the Liabilities (or any part of it) cannot be recovered from you.
- 23.4** The liability of the parent/guardian will not be affected by anything at all which, but for this provision, might operate to relieve the parent/guardian of his/her obligations, including, without limitation, (i) time, credit or any indulgence or concession being granted or a compromise or arrangement being made; (ii) any transaction or arrangement (including one which increases the amount you may owe); (iii) there not being any Liabilities at any time; (iv) you not being liable to pay all or any part of the Liabilities or being discharged or released (including by operation of law) from any obligation; (v) any change to a document (including these terms and conditions) or a document (including these terms and conditions) being partly or completely unenforceable; (vi) the assignment of any rights by us; (vii) you being or becoming insolvent or bankrupt or not being bound or ceasing to be bound by these terms and conditions; (viii) any failure by us to give any notice or any other omission, delay or mistake by us; or (ix) the enforcement or failure to enforce any obligation or right.
- 23.5** The parent/guardian must pay the amount (including the Liabilities) for which he/she is responsible immediately on demand by us. The obligations of the parent/guardian continue until either the Liabilities has been irrevocably paid in full and the Card Account has been terminated or (if it is earlier) you use the Card after you have reached 21 years of age.

# DeCard Luminaries Card Privileges and Promotions Terms & Conditions

Updated as at 1 September 2025

## DCS DeCard Luminaries Card Privileges and Promotions Terms & Conditions

### 1. GENERAL TERMS AND CONDITIONS

- 1.1. DCS DeCard Luminaries Card Privileges are only applicable to DCS DeCard Luminaries cardmembers ("Cardmembers") unless otherwise stated.
- 1.2. Full payment must be charged to a DCS DeCard Luminaries Card ("Card") unless otherwise stated.
- 1.3. DCS reserves the right at any time and at its sole discretion to vary these Terms and Conditions or suspend or terminate the Card Privileges without any notice or liability to any Cardmember, and all cardmembers shall be bound by these amendments.
- 1.4. In the event of any inconsistency between these Terms and Conditions and any brochure, marketing or promotional material relating to the Card, these Terms and Conditions shall prevail.
- 1.5. Cardmembers consent under the Personal Data Protection Act 2012 to the collection, use and disclosure of their personal data by/to DCS and such other third party as DCS may reasonably consider necessary for the purpose of the Card Privileges and confirm that they agree to be bound by the terms of the DCS Privacy Policy, a copy of which can be found on [www.dcscc.com/legal/privacy-policy](http://www.dcscc.com/legal/privacy-policy).
- 1.6. DCS' decision on all matters relating to the Card Privileges shall be final. No correspondence or claims will be entertained.
- 1.7. DCS DeCard Luminaries Terms and Conditions apply. A copy of which can be found on [https://static.thedecard.com/agreements/DeCard\\_Terms\\_Conditions.pdf](https://static.thedecard.com/agreements/DeCard_Terms_Conditions.pdf).
- 1.8. DCS is not an agent of the merchant or vice versa.
- 1.9. Merchants reserve the right to vary terms and conditions without notice, withdraw or discontinue any privilege at any time without any notice or liability to any party.

### 2. WELCOME GIFT

- 2.1. Upon approval of your Card application and upon full payment of the Annual Membership Fee, you will be eligible to select a Welcome Gift in the DeCard App. Please refer to DeCard App for the Welcome Gift details.
- 2.2. DCS reserves the right at any time and at its sole discretion to vary the welcome gift or suspend or terminate the welcome gift without any notice or liability to any Cardmember, and all cardmembers shall be bound by these amendments.

### 3. 2 COMPLIMENTARY AIRPORT LOUNGE VISITS WITH DRAGONPASS

- 3.1. To redeem the lounge visits, the Cardmember will be required to:
  - 3.1.1. Download the Dragonpass App (available on the Apple App Store and Google Play)
  - 3.1.2. Select "Activate Membership" and enter the Membership number and Activation code which can be found in the DeCard App. These set of numbers are unique to your account and non-transferrable.
  - 3.1.3. Complete your personal details for Dragonpass account registration. You will be required to enter your DeCard Luminaries Card number during redemption. There may

be a USD1 charge to verify that you have added a valid credit card. The USD1 will be automatically refunded to you once the verification is completed.

- 3.2. Activation of the Membership ("Dragonpass Membership") must be done within the first month from the date of issuance of the Card. Upon redemption, the lounge passes would be valid for 12 months from date of redemption.
- 3.3. Each Cardmember with a valid DragonPass Membership is entitled to 2 complimentary airport lounge visits within each DragonPass Membership year to any of the participating airport lounges worldwide under the DragonPass Airport Lounge network. Please refer to the Dragonpass app for the list of airport lounges.
- 3.4. The DragonPass Membership is non-transferrable.
- 3.5. The Cardmember can bring along one accompanying guest to utilise the complimentary airport lounge visit(s), provided that the guest is a travelling companion and the Cardmember is present. The guest is not permitted to utilise the free complimentary airport lounge visit(s) without the presence of the Cardmember.
- 3.6. The airport lounge visit will be complimentary for accompanying children under the age of two.
- 3.7. In the event your Dragonpass entitlements have been fully utilised, you can purchase additional airport lounge visits directly from Dragonpass by using the "Add Visits" function in the App at US\$35 per lounge visit, or at such price as may be determined by Dragonpass from time to time. Dragonpass may amend the lounge visit prices from time to time without giving prior notice and the price listed in the App shall prevail.
- 3.8. The redemption of any privileges under the DragonPass Membership is conditional upon presentation of the valid DragonPass Membership (by way of presentation of the App on the Cardmember's mobile device) and a valid flight ticket or boarding pass for the same day of travel at the relevant airport lounge reception or participating restaurant (as applicable).
- 3.9. All participating airport lounges are owned and operated by third party organisations. Cardmembers and accompanying guest(s) must abide by the rules and policies of each participating lounge/club. Participating airport lounges may, at the discretion of the individual airport lounge operator, restrict access, enforce a maximum stay policy (usually two (2) hours) or charge a fee for extended stays to prevent overcrowding. Any such fees so imposed will be charged to the Card.
- 3.10. If the Cardmember cancels the Card or fails to renew his or her DragonPass Membership, the DragonPass Membership shall be invalidated with effect from the date of cancellation of the Card or the expiration date of the DragonPass Membership (as applicable). Any unutilised complimentary airport lounge visits shall be void and will not be exchangeable, refundable, or transferrable. Any airport lounge visits utilised in connection with an invalid DragonPass Membership or Card (including visits by any guests) shall be charged to the Cardmember.
- 3.11. DragonPass and DCS may revoke the Cardmember's DragonPass Membership at any time at its absolute discretion and without notice. There will be no refund/transfer of any unutilised complimentary airport lounge visit(s) under the DragonPass Membership upon such revocation.
- 3.12. The DragonPass Programme, the DragonPass Membership and all services provided by DragonPass in connection thereto is governed by and subject to the DragonPass "Terms of Service", "Terms of Use" and "Privacy Policy" of DragonPass Company Limited ("DragonPass") (collectively, the "DragonPass Terms and Conditions"). For the full DragonPass Terms and Conditions, visit the following links:
  - (a) Terms of Service: <https://en.dragonpass.com.cn/info/termsofservice>
  - (b) Terms of Use: <https://en.dragonpass.com.cn/info/termsfuse>
  - (c) Privacy Policy: <https://en.dragonpass.com.cn/info/privacypolicy>

#### **4. COMPLIMENTARY TRAVEL INSURANCE**

- 4.1. Each Cardmember is entitled to complimentary travel insurance, provided the corresponding airfare of the overseas trip has been charged to his/her Card.
- 4.2. The travel insurance coverage includes up to US\$1,000,000 Travel Personal Accident, and up to S\$25,000 Emergency Medical Evacuation & Repatriation and Overseas Medical Expenses. For details and certificate of insurance, visit <https://help.thedecard.com/en/decard-luminaries/complimentary-travel-insurance>.

#### **5. 24/7 VISA CONCIERGE**

- 5.1. Cardmembers will have access to the 24/7 Visa Concierge and may request the concierge to source for information, services, benefits, or products (collectively, the "Concierge Services") for personal purposes, and excludes requests related to commercial purposes or for a third party.
- 5.2. The concierge has the absolute discretion not to provide or make any arrangement that is requested by the Cardmember if in its opinion, the provision of such Services would be contrary to any laws or regulations or in the opinion of the concierge, it is not possible to provide any such Concierge Services or the provision of any such Concierge Services is immoral or against public interests.
- 5.3. Although the Concierge Services provided are complimentary, all non-Concierge Service related costs shall be borne by the Cardmember. Examples of such costs include the cost of physical goods that the Cardmember has instructed the concierge to purchase. The Cardmember agrees that he/she will only use the Card to pay for any goods or services obtained via the concierge.
- 5.4. For details on contact details, visit <https://help.thedecard.com/en/decard-luminaries/24-7-visa-concierge>.