AMERICAN EXPRESS

American Express® True Cashback Card Terms and Conditions

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American Express International Inc., (UEN S68FC1878J)
20 (West) Pasir Panjang Road #08-00, Mapletree Business City, Singapore 117439,
americanexpress.com.sg Incorporated with Limited Liability in the State of Delaware, U.S.A.

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AMERICAN EXPRESS

The American Express® True Cashback Card

Terms & Conditions for Spend Gift

1. This promotion is only applicable for new American Express® True Cashback Basic Card Members who meet all of the following criteria:
   - Individuals who do not currently hold a Basic American Express Consumer Card at point of application.
   - Apply and receive approval between 11 April 2022 and 31 January 2023 (both dates inclusive).
   - Basic Card Account must be in good standing to be eligible for participation in this promotion.
2. Card Members will receive S$80 eCapitaVoucher upon S$250 spend on eligible purchases of goods or services within first month (30 days) from Card approval.
3. For non-eligible spend, please visit go.amex/sgexclusions for full list of non-eligible purchases or transactions, which is non-exhaustive and is subject to changes from time to time.
4. Spend made by Supplementary Card Member(s) will be taken into consideration in the calculation of the Spend Threshold.
5. Card Members who cancelled their American Express® True Cashback Card within the last twelve (12) months are not eligible for this Spend Offer promotion when they re-apply for The American Express® True Cashback Card during the Promotion Period.
6. This offer is not valid with any other promotions for The American Express® True Cashback Card.
7. You will receive a redemption email or redemption letter via mail approximately twelve (12) weeks upon meeting spend threshold. The redemption email or redemption letter will contain details on how to redeem your eCapitaVoucher.
   No expedite request will be allowed/entertained.
8. Each Basic Card Member is only eligible to redeem the gift once. If the Card Member redeems more than once or makes duplicate redemptions, the retail price of the vouchers will be charged to the Card Member's Account.
   In the event of our suspicion of illegal activities in connection with the Vouchers or gift(s), including without limitation fraud or an attempt at deception, we are entitled to report such activity to the relevant authorities.
9. The gift must be redeemed within 2 months from the date of the redemption letter. Gift not redeemed within this validity period will be forfeited, and no extension of time or redemption period will be granted.
10. The original redemption email or redemption letter must be presented for redemption and no replacement will be issued, if original email or letter is lost, damaged or expired.
11. If the Card Member who was issued the eCapitaVoucher ceases to be a Card Member for any reason within six (6) months from date of Card approval, he or she will be charged the value of the Vouchers.
12. Offer cannot be exchanged for cash or used in conjunction with other promotional programmes, offers, discount cards, vouchers or VIP privileges, unless otherwise stated.
13. The provision of benefits stated in the eCapitaVoucher is the responsibility of CapitaLand Mall Asia Limited. American Express is not responsible or liable in the event that the benefits of the eCapitaVoucher are not fulfilled by CapitaLand Mall Asia Limited. You accept and agree to be bound by the eCapitaVoucher Terms and Conditions.
14. Card Member acknowledges that any disputes in relation to the use of the eCapitaVoucher are to be directed solely to CapitaLand Mall Asia Limited who is providing such benefits. American Express acts solely as a payment provider and is not responsible or liable in the event that such services, activities or benefits are not provided or fulfilled by the merchant.
15. American Express International Inc. Singapore reserves the right at any time to withdraw or substitute the offer with other offer(s) without prior notice and without assigning any reason.
16. Information is correct as of September 2022.

American Express International Inc. (UEN S68FC1878J)
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americanexpress.com.sg Incorporated with Limited Liability in the State of Delaware, U.S.A.
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American Express® True Cashback Card Benefits Terms and Conditions

GENERAL TERMS & CONDITIONS

To enjoy the privileges or benefits, Card Members must present their American Express True Cashback Card and all charges must be made to the Card. Participation of merchants is subject to change without prior notice to Card Member.

Information is correct as at date of print and American Express reserves the right to change the benefits without notice. The provision of services, activities or benefits stated is the responsibility of the respective service establishment. American Express acts solely as a payment provider and is not responsible or liable in the event that such services, activities or benefits are not provided or fulfilled by the service establishment. Card Members acknowledge that any disputes in relation to the above are to be directed solely to the service establishment providing such services, activities or benefits.

CASHBACK

3% Cashback Welcome Bonus

- As a welcome bonus, you will earn Cashback at the rate of 3% on up to a total of S$5,000 of purchases of eligible goods and services made on your account (which shall include both spending by you and your Supplementary Card Members) in the first 6 months of your American Express True Cashback Card Membership, subject to the other Cashback Terms and Conditions and any promotional offer we make. When the Cashback rate of 3% applies to a purchase of eligible goods or services during the welcome bonus period, the Cashback rate of 1.5% will not be applied in addition to the Cashback rate of 3% to the same purchase. Purchases of goods and services in excess of S$5,000 during the welcome bonus period will earn Cashback at the standard rate of 1.5%, subject to the other Cashback Terms and Conditions and any other promotional offer we make. Exclusions apply, find out more at go.amex/sgexclusions.

1.5% Cashback

- You will earn Cashback at the rate of 1.5% for purchases of goods and services on your Account, subject to the Cashback Terms and Conditions and any promotional offer we make. The Cashback is calculated on the value of each purchase multiplied by the Cashback rate and the value of each purchase will be rounded off to the nearest dollar before Cashback is calculated. The final Cashback amount for each purchase will be calculated as the exact digits in the first two decimal places. We reserve the right to retract, deduct and/or re-compute any Cashback amount in cases where we, in our absolute discretion, deem that there is an abuse of the Cashback program.

Cashback will be paid to you by crediting your Account and included in your monthly statement. We will only credit your Account if it is in good standing and not overdue. Cashback will not be accrued for non-eligible purchases or transactions. Please visit go.amex/sgexclusions for a full list of non-eligible purchases or transactions, which is non-exhaustive and is subject to changes from time to time

Please refer to the Cashback Terms and Conditions section in the Card Member Agreement for more details.

TRAVEL INCONVENIENCE AND TRAVEL ACCIDENT BENEFITS

Travel Inconvenience Insurance and Travel Accident Benefits are underwritten by Chubb Insurance Singapore Limited. To receive free travel insurance benefits of up to S$350,000, Card Member(s) must charge the entire fare to the American Express True Cashback Card. Other terms and conditions apply. For full set of Travel Inconvenience and Accident Insurance Terms and Conditions, please visit here.

Updated: 26 July 2022

American Express International Inc., (UEN S68FC1878J) 1 Marina Boulevard, #22-00, One Marina Boulevard, Singapore 018989. americanexpress.com.sg
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BEFORE USING YOUR AMERICAN EXPRESS® TRUE CASHBACK CARD, WE ASK THAT YOU TAKE NOTE OF THE FOLLOWING INFORMATION.

Product name	The American Express® True Cashback Card
Interest-free period	22 days from statement date if bills are paid in full
Interest on purchases (where applicable)	26.90% p.a. compounded if payment of the closing balance in your statements is not made in full; or **Before 17 Oct 2022**: 29.99% p.a. in the event that your account has three or more defaults* which remains unpaid for two or more consecutive months in the last 12 months **On or after 17 Oct 2022**: 29.99% p.a. in the event that your account has three or more defaults* in the last 12 months
Interest on cash advances	26.90% p.a. compounded daily from date of withdrawal amount and the relevant fees are paid in full
Minimum monthly payment	3% or S$50, whichever is higher
Late payment charges	S$90 (S$100 with effect from 17 Oct 2022) if minimum monthly payment is not made by due date
Annual membership fees (inclusive of GST)	Basic – S$171.20 Supplementary – S$85.60 (first two Cards are free)
Cash advance fees	Handling fee of 5% of your withdrawal amount will apply for each withdrawal amount
Fees for foreign currency transactions	2.95%
Dynamic currency conversion fee	N.A.
Lost/stolen card liability	S$100 (For details, refer to clause 9 of ABS Guide on "What You Should Know About Credit Cards" using the following URL https://www.abs.org.sg/docs/library/creditcard_english.pdf)

There may be circumstances in which you have to pay other fees. See full terms and conditions at go.amex/tcbtnc

Card Member Agreement
The Card Member Agreement for the American Express® True Cashback Card (as may be amended, substituted or supplemented by us from time to time) shall govern the use of your Card Account. A copy of the prevailing Card Member Agreement is made available on the American Express website. In the event of any inconsistency between the information in this leaflet and the Card Member Agreement, the Card Member Agreement shall prevail.

Finance Charges for Purchases
If payment of the closing balance in your statement is not made in full by the relevant payment due date, a finance charge at the applicable interest rate of 26.90% p.a. subject to compounding will be levied from each transaction date on all charges in the statement and all new charges posted after the statement date. Please refer to Card Member Agreement for the basis of interest computation.

Retrieval Fee for Documents
A retrieval fee of S$10 will apply for retrieval of your Statement of Account and S$5 for retrieval of your record of charge.

Service Charge for Returned Cheques/GIRO
An administrative fee of S$50 will be charged for any returned cheque or GIRO arrangement. With effect from 1 October 2022, cheques will not be accepted as a form of payment for your Account.

Cashback
You will earn Cashback at the rate of 1.5% for eligible purchases of goods and services on your Account, subject to the Cashback Terms and Conditions and any promotional offer we make. The Cashback is calculated on the value of each purchase multiplied by the Cashback rate and the value of each purchase will be rounded off to the nearest dollar before Cashback is calculated. The final Cashback amount for each purchase will be calculated as the exact digits in the first two decimal places. We reserve the right to retract, deduct and/or re-compute any Cashback amount in cases where we, in our absolute discretion, deem that there is an abuse of the Cashback program. Cashback will be paid to you by crediting your Account and included in your monthly statement. We will only credit your Account if it is in good standing and not overdue. Cashback will not be accrued for non-eligible purchases or transactions. Please visit go.amex/sgexclusions for a full list of non-eligible purchases or transactions, which is non-exhaustive and is subject to changes from time to time. A negative adjustment will be made to your Cashback balance if there are any credits posted to your account including those arising from returned goods or services or from billing disputes calculated in the same way as your earn Cashback.

IMPORTANT INFORMATION

Credit Card Interest Rate Policy

This is American Express' policy about how we adjust Credit Card interest rates based on your payment history. Under this policy, in the event we do not receive from you the minimum payment amount due on your statement of account by the relevant payment due date, you will be in default.
Important changes to this clause will take effect from 17 Oct 2022:
Before 17 Oct 2022: If you have three or more defaults and/or one default which remains unpaid for two or more consecutive months in the last 12 months, we may adjust the interest rate applicable to your Card Account from 26.90% p.a. to 29.99% p.a. (subject to compounding).
On or after 17 Oct 2022: If you have three or more defaults in the last 12 months, we may adjust the interest rate applicable to your Card Account from 26.90% p.a. to 29.99% p.a. (subject to compounding). This higher interest rate will be in effect for 12 consecutive months. During this period, if you maintain a good credit record and your Card Account is not cancelled or terminated, your interest rate may be reinstated to our prevailing base interest rate.

Repayment Grace Period

The repayment grace period is 22 days from the date of the statement of Account.

Express Cash Charges

A handling fee of 5% of your withdrawal account will apply for each withdrawal amount. Financial charges at 26.90% will be charged upon the withdrawal date until the withdrawal amount and the relevant fees are paid in full.

Minimum Monthly Payment

The minimum payment amount due on a Statement of Account is 3% of the outstanding balance plus the total sum of any overdue minimum payment and late payment charges, and any amount exceeding your credit limit, or S$50, whichever is greater.

Lost/Stolen Card Liability

Please notify us immediately on the loss of your American Express Card. You shall not be liable for any unauthorised charges made after you have given due notification to us, provided that neither you nor any Supplementary Credit Card Member contributed to, or was involved in or benefited from the loss, theft or misuse of the Credit Card. Your liability for unauthorised Charges effected before such notice shall be limited to S$100.

Foreign Exchange Charges

If we receive a transaction or refund for processing in a currency other than Singapore Dollars ("Foreign Charge"), our currency conversion affiliate, AE Exposure Management Limited ("AEEML") will convert it into US Dollars first (unless it was submitted to us in US Dollars) and convert it from US Dollars into Singapore Dollars. The conversion will take place on the date the Foreign Charge is processed by American Express, which may not be the same date on which the Foreign Charge was made as it depends on when the Foreign Charge was submitted to American Express. Exchange rate fluctuations can be significant.

The exchange rate AEEML uses, which is called the "American Express Exchange Rate", will be:

- the rate required by applicable law or used as a matter of local custom or convention in the territory where the transaction or refund is made (in which case AEEML will look to be consistent with that custom or convention), or where this doesn't apply;
- based on interbank rates selected from customary industry sources on the business day prior to the processing date.

We will increase the Foreign Charge by a single conversion commission of 2.95%.

The American Express Exchange Rate is set each day from Monday to Friday including public holidays except for Christmas Day and New Year's Day.

You acknowledge that any refund of a Foreign Charge may be different to the Foreign Charge amount originally processed on your Card Account. The difference is generally because:

a) the refund and Foreign Charge may be processed on different days with different rates;

b) the refund may be only a partial refund for the Foreign Charge; or

c) where third parties convert charges in foreign currency, those third parties may treat refunds differently to the original foreign currency charge.

When making a transaction in foreign currency, you may be given the option to allow a third party (for example, the retailer) to convert the transaction into Singapore Dollars before submitting it to us. If you decide to do this, then that third party will determine the exchange rate and any commission or fees payable for the currency conversion and submit that transaction to us in Singapore Dollars, meaning we will not convert the transaction or apply a currency conversion fee. It is your decision whether to use such third party currency conversion or not and in such cases, you should check the fees and charges before completing the transaction to ensure that you do not pay more than necessary.

*You are in default if minimum payment is not received by us on the payment due date stated on your monthly statement.

Visit go.amex/tcbtnc for full terms and conditions. If you wish to receive a printed copy of the same terms and conditions, please contact our customer service hotline at 1800 295 0500.

SG7209296 03/22

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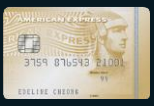
The American Express®
True Cashback Card



Terms and Conditions

THE AMERICAN EXPRESS® TRUE CASHBACK CARD TERMS AND CONDITIONS

IMPORTANT

Please read these Terms and Conditions thoroughly. If you keep or use the American Express True Cashback Card, you will be agreeing to these Terms and Conditions and they will govern your use of the Credit Card. If you do not wish to accept these Terms and Conditions, please cut the Credit Card in half and return the pieces to us as soon as possible.

1. Definitions

In these Terms and Conditions, the following words shall have the respective meanings set out hereunder unless the context otherwise requires:-

"Account" means any Account maintained by us under these Terms and Conditions.

"Available Credit Limit" means the Credit Limit less previous balance less all new charges.

"Basic Credit Card Member" means the individual in whose name the American Express True Cashback Card Account is maintained.

"Cash Advances" means any cash advance obtained by use of a Credit Card, PIN or otherwise authorised by you for debit to the Account.

"Charge" means a transaction made or charged with the Credit Card, whether or not a Record of Charge form is signed, and also includes Cash Advances, Express Cash transactions, balance transfers, fees, interests, taxes and all other amounts you have agreed to pay us or have agreed to be liable for under these Terms and Conditions.

"Closing Balance" means the total sum of the Basic Credit Card Member's and Supplementary Credit Card Member's (if any) liabilities according to our records on the date of issue of the statement.

"Credit Card" means the American Express True Cashback Card and the American Express True Cashback Supplementary Card or either of them (where applicable).

"Credit Limit" means the maximum amount which we allow to be charged to your Account.

"Establishment" means a person, company, firm, proprietorship, partnership, business or organisation which accepts the American Express True Cashback Card in payment for goods and/or services.

"GST" means Goods and Services Tax in Singapore.

"Payment Due Date" means the date specified in the statement for payment of the Closing Balance or any part thereof (including the minimum payment).

"PIN" means the personal identification number given by us or chosen by you for use with the Credit Card.

"Supplementary Credit Card Member" means an individual other than the American Express True Cashback Basic Credit Card Member to whom a Credit Card is issued and whose Charges are chargeable to the Basic Credit Card Member's Credit Card Account.

"Terms and Conditions" means the terms and conditions set out herein and by which the use of the Credit Cards shall be governed and shall include all modifications and supplementals thereto from time to time.

"We", "our", "us", "Amex" and "American Express" mean American Express International Inc. "You" and "Your" means the American Express True Cashback Basic Card Member or where appropriate, the Supplementary Credit Card Member(s).

The headings in these Terms and Conditions are for convenience only and shall not affect the interpretation of the provisions in these Terms and Conditions.

Unless the context otherwise requires or permits, references to the singular number shall include references to the plural number and vice versa and references to natural persons shall include bodies corporate.

2. Use of the Credit Card

You must (i) sign the Credit Card issued to you in ink as soon as you receive it and before you use it; (ii) keep any PIN secret and separate from the Credit Card; (iii) only use the Credit Card within the validity dates shown on its face; (iv) not give the Credit Card or your Account number to others or allow them to use it for Charges, identification or any other purpose. If you do so, you will be liable for all Charges incurred on the Credit Card as a result; (v) not return any goods, tickets or services obtained with the Credit Card for a cash refund, but you may return them to an Establishment for credit to your Account, if that Establishment agrees or is obliged to do so; (vi) not obtain credit to your Account for any reason other than as a refund for goods or services previously purchased with the Credit Card; (vii) not use the Credit Card if a petition for your bankruptcy has been filed, unless the petition is withdrawn, or if you do not honestly expect to be able to make the minimum required repayment in full on receipt of your monthly statement; and (viii) not use the Credit Card for any unlawful purchase.

3. Liability

If you are the Basic Credit Card Member, you are liable to us for all Charges on the Basic Credit Card and any Supplementary Credit Card(s) issued at your request; and you agree that all these Credit Card(s) will be used in a manner consistent with these Terms and Conditions. If you are a Supplementary Credit Card Member, you agree to use each Supplementary Credit Card bearing your name in a manner consistent with these Terms and Conditions and you will be jointly and severally liable with the Basic Credit Card Member for all Charges made in connection with the Supplementary Credit Card. All communication sent or given to the Basic Credit Card Member or the Supplementary Credit Card Member is deemed to be sent or given to both. We have the right to appropriate all payments made by you in the manner we deem fit, notwithstanding any instructions given to us at the time of such payment. In the event that we receive contradicting instructions from the Basic Credit Card Member and the Supplementary Credit Card Member(s), we may, in the exercise of our discretion, then only act on the instructions of the Basic Credit Card Member.

4. Credit Limit

We will determine your Credit Limit in respect of each Account. We may revise any of your Credit Limit(s) without prior notice. Your Credit Limit will also be shown on your monthly statement together with the amount of available credit at the statement closing date. You must not exceed the Credit Limit. Your Credit Limit will be cancelled if your Account is cancelled. If you fail to settle the minimum payment due on or before the payment due date, American Express reserves the right to revise the Credit Limit. You will not be entitled to interest on credit balances on your Account. If you have more than one Card issued by American Express, the Credit Limit is a combined Credit Limit for all the Card Accounts and the total indebtedness on the Card Accounts must not exceed the Credit Limit. If your total indebtedness exceeds the Credit Limit, you must make immediate payment of any excess above the Credit Limit.

5. Express Cash

Express Cash is available for Credit Card Members with more than six (6) months' Credit Card Membership. If you wish to obtain Cash Advances with the Credit Card, you may apply for enrolment in the Express Cash facility. To do so you must complete and submit an enrolment form. We may decline your application at our discretion. If we accept your application, we will then send you a PIN. You will not be able to obtain Cash Advances with the Credit Card unless you have that PIN. You can withdraw up to 20% of your Credit Limit subject to your available balance and up to US$1,000 for overseas withdrawals in cash every 14 days. We may vary this amount from time to time. The applicable interest rate, handling charges, transaction charges and other terms and conditions for Express Cash transactions will be communicated to you. For Express Cash, the handling fee for each transaction shall be 5% of your withdrawal amount. Finance charges at 26.90% p.a. will be charged upon the withdrawal date until the withdrawal amount and relevant fees are paid in full.

6. Annual Fee

Annual fees are payable for use of the Basic Credit Card and each Supplementary Credit Card at such rates as we communicate to you from time to time. Any fee reductions or waivers which may be offered by us from time to time may be withdrawn or restricted by us at any time.

7. GST

You shall be solely responsible for any GST, including any tax of a similar nature that may be substituted for it or levied in addition to it chargeable by law on any payment we are required by law to collect and pay in respect of such GST.

8. Interest

(i) You must pay interest on each Charge at the annual percentage rate shown on your statement from the date it is debited to your Account until it is fully repaid, except where an interest free period applies under (ii) below. (ii) Interest is not payable on a Charge (other than a Cash Advance or balance transfer) if – you paid the full Closing Balance on your previous monthly statement by the minimum payment due date; and – you also pay the full Closing Balance on your current monthly statement by the minimum payment due date. (iii) Interest, if payable, is calculated by multiplying – the daily balance of Charges on which interest is payable; by the daily percentage rate (annual percentage rate divided by 360); and then – adding up the daily interest charges for the applicable period. (iv) Interest, if payable, is debited to your Account on the last date of each statement period and is shown on your statement.

9. Variation of Interests, Fees and Charges

We are entitled, in our absolute discretion, to vary or determine at any time and from time to time the amounts, rates, types and/or basis of calculation of all interests, fees and charges payable by you herein without giving any reason. Any changes of interests, fees and charges may be contained in the statement and shall be effective from such date as we may specify. We may debit to your Account and/or request that you pay the same on demand as we deem fit.

10. Monthly Statement

We will send you a statement once a month for each billing period during which there is any activity or a balance outstanding on your Account. The statement will identify Purchases, Cash Advances, balance transfer transactions, fees and all other Charges, payments and credits to your Account during the billing period. The statement will also disclose to you the interest charge, statement date, opening balance, new Charges, credits, Closing Balance, Credit Limit, available Credit Limit at statement date, Payment Due Date and minimum payment.

The time between successive monthly statements will vary depending upon the number of business days in the month. You agree to notify us in writing of any omission from or error on the statement within 22 days of the date of the statement. If you do not do so, the statement shall be conclusive and binding on you.

11. Minimum Payment

(i) The monthly statement will show the minimum payment you need to pay us which will be 3% of the outstanding balance plus the total sum of any overdue minimum payment and late payment charges, and any amount exceeding your Credit Limit, or S$50 whichever is greater. (ii) The minimum payment is due and payable by you to us on or before the Payment Due Date. Payment takes place only when we receive it and credit it to your Account
– not when you send it. (iii) You will be required to pay us immediately if your Account is overdue or you exceed your Credit Limit. The amount you must pay will be notified on your statement. (iv) You may pay more than the minimum amount due, pay us before the Payment Due Date, pay us more than once during the billing period or pay the balance outstanding on your Account at any time. (v) You must always pay us in Singapore Dollars via the payment methods notified by us to you. You may also authorise your financial institution to debit directly from your account with them the total amount of the minimum payment due in the monthly statement ("Direct Debit").

If you select Direct Debit, we will advise you of the terms and conditions governing its operation. (vi) If we decide to accept payment in another currency, we shall convert our payment to Singapore Dollars at our rate and credit it to your Account. (vii) If we receive a draft or other payment instrument from or for you that is not honoured in full, you agree to pay us the dishonoured amount plus any reasonable collection costs and legal fees we incur. If you pay us through Direct Debit and our debit to your account with a financial institution is not honoured in full, you agree to pay us the dishonoured amount plus any reasonable collection costs and legal fees incurred by us. We may charge a handling fee for any dishonoured payment order.

12. Late Payment Charge

If we do not receive payment of the minimum payment due shown on the monthly statement by the Payment Due Date, we reserve the right to impose a late payment charge of S$90 per month (S$100 per month with effect from 17 Oct 2022) or any other rate as may be determined by us from time to time.

13. Suspension/Termination

(i) BY YOU: You can terminate this Agreement at any time by giving us written notice and returning to us all Credit Cards issued for use on the Account. Termination will only be effective when we receive all such Credit Cards and payment of all amounts outstanding in respect of the Account. You can cancel the use of a Credit Card by Supplementary Credit Card Member by notifying us in writing but you will remain liable for all Charges incurred by the Supplementary Credit Card Member. (ii) BY US: We can suspend the use of any Credit Card or terminate this Agreement at any time without having to give any reason or notice. Where we terminate the Agreement all monies outstanding on the Account (including Charges or Cash Advances not yet debited) will become due and payable immediately and you shall pay default interest thereon at the annual percentage rate shown on your statement or at such other rate as may be determined by us from time to time, from the date of termination until full payment. We may inform Establishments of cancelled Credit Cards. If the Credit Card is cancelled you must cut it in half and return both halves to us at once. You must hand it over to any Establishment that so requests or to any third party nominated by us. You agree not to use the Credit Card after it has been cancelled.

14. Authorisation

Certain charges may need to be authorised by us before they will be accepted by an Establishment. We have the right to refuse authorisation for any Charge, Cash Advance or balance transfer transactions without cause or prior notice notwithstanding that the Credit Limit has not been exceeded and we shall not be liable to you or anyone else for any loss or damage resulting from such refusal. When we give an Establishment permission to charge your Account, we assume the transaction will take place and therefore reduce the Credit Limit on your Account by the sum authorised.

15. Foreign Exchange Charges

If we receive a transaction or refund for processing in a currency other than Singapore Dollars ("Foreign Charge"), our currency conversion affiliate, AE Exposure Management Limited ("AEEML") will convert it into US Dollars first (unless it was submitted to us in US Dollars) and convert it from US Dollars into Singapore Dollars. The conversion will take place on the date the Foreign Charge is processed by American Express, which may not be the same date on which the Foreign Charge was made as it depends on when the Foreign Charge was submitted to American Express. Exchange rate fluctuations can be significant.

The exchange rate AEEML uses, which is called the "American Express Exchange Rate", will be:

- the rate required by applicable law or used as a matter of local custom or convention in the territory where the transaction or refund is made (in which case AEEML will look to be consistent with that custom or convention), or where this doesn't apply;
- based on interbank rates selected from customary industry sources on the business day prior to the processing date.

We will increase the Foreign Charge by a single conversion commission of 2.95%.

The American Express Exchange Rate is set each day from Monday to Friday including public holidays except for Christmas Day and New Year's Day.

You acknowledge that any refund of a Foreign Charge may be different to the Foreign Charge amount originally processed on your Card Account. The difference is generally because:

a) the refund and Foreign Charge may be processed on different days with different rates;

b) the refund may be only a partial refund for the Foreign Charge; or

c) where third parties convert charges in foreign currency, those third parties may treat refunds differently to the original foreign currency charge.

When making a transaction in foreign currency, you may be given the option to allow a third party (for example, the retailer) to convert the transaction into Singapore Dollars before submitting it to us. If you decide to do this, then that third party will determine the exchange rate and any commission or fees payable for the currency conversion and submit that transaction to us in Singapore Dollars, meaning we will not convert the transaction or apply a currency conversion fee. It is your decision whether to use such third party currency conversion or not and in such cases, you should check the fees and charges before completing the transaction to ensure that you do not pay more than necessary.

16. Disclosure of Insurance Arrangements

We identify insurance providers and products that may be of interest to some of our customers. In this role, we do not act as an agent or fiduciary for you, and we may act on behalf of the insurance provider, as permitted by law. We want you to be aware that we receive commissions from providers and commissions may vary by provider and product. Also, in some cases, an American Express entity may be the reinsurer and may earn reinsurance income. The arrangements we have with certain providers, including the potential to reinsure products, may also influence what products we identify. We do not require you to purchase any insurance product, and you may choose to cover your insurance needs from other sources on terms they may make available to you.

17. Lost, Stolen or Misused Credit Cards

You agree to notify us by telephone or otherwise, immediately if the Credit Card is lost, stolen, mutilated, not received when due or if you suspect that the Credit Card is being used without your permission. You shall be liable for any unauthorised use of the Credit Card to the extent permitted by law. You shall not be liable for any unauthorised Charges made after you have given notice to us, and your liability for unauthorised Charges effected before such notice shall be limited to S$100 or the equivalent thereof provided that you have acted in good faith and with reasonable care and diligence in mguarding the Credit Card and in promptly notifying us. We may also require you to lodge a police report and furnish us with a copy thereof. The retrieval of the original Credit Card must immediately be reported to us and it must be cut in half and the pieces returned to us.

18. Change of Particulars

You must notify us immediately of any change(s) in your name, address and contact numbers.

19. Billing Errors or Enquiries/Problems with Goods or Purchases

If you have a problem with your monthly statement, please contact us at once and we will take reasonable steps to assist you by providing such information as may be necessary in relation to Charges charged to your Account. We may charge a reasonable administrative fee for statement reprints or duplicate Record of Charge forms. If an Establishment issues a credit slip in respect of a Charge, we will, upon receipt, credit the amount shown on that credit slip to the Credit Card Account.

No dispute with or claim against an Establishment shall entitle you to any right of set-off or counterclaim against us. We shall not be liable to you for goods or services supplied by any Establishment, or the quality or performance of any goods or services, charged with the Credit Card or if an Establishment refuses

to accept the Credit Card. You must raise any claim or dispute directly with the Establishment concerned and, subject to any law to the contrary, you are not entitled to withhold payment from us because of such claim or dispute.

20. Renewal/Replacement Cards

The Credit Card will be valid until the expiration date printed on the face of the Credit Card. It is understood that you are requesting us to issue to you a renewal or replacement Credit Card before the current Credit Card expires.

If you are the Basic Credit Card Member, you are also requesting us to issue to any Supplementary Credit Card Member(s) renewal or replacement Supplementary Credit Card(s) before the current Supplementary Credit Card(s) expire. We will bill renewal fees for the Account annually. We will continue to issue renewal or replacement Credit Cards and Supplementary Credit Card(s) unless any of the events in Clause 14 above occurs. We retain the right to suspend dispatch of renewal or replacement Credit Cards at our discretion.

21. Exchange Controls and Tax

You must comply with any and all applicable exchange control and tax laws and regulations affected by the use of the Credit Card, and you agree to indemnify us against any consequences of your failure to comply with these laws and regulations.

22. Data Protection and Use of Personal Data

22.1 Disclosure of Personal Information

You agree that any information provided in the application form, at our request or otherwise collected, including information relating to your Supplementary Card Members, during the operation of your Account ("Personal Information") and any data derived from your Personal Information may be disclosed to: (i) companies within the worldwide American Express group of companies ("Amex Group companies"); (ii) third parties who process transactions submitted by merchants on the American Express network where you use the Credit Card worldwide; (iii) processors and suppliers we or Amex Group companies may engage; (iv) the providers of services and benefits associated with your Account; (v) consumer credit bureaus, collection agencies and lawyers; (vi) parties who accept the Credit Card in payment for goods and/or services purchased by you; (vii) parties who distribute the Credit Card; (viii) any other co-branded partner of Amex set out in the Terms and Conditions governing use of your Account; (ix) banks, financial institutions, government agencies, statutory boards or authorities in Singapore or elsewhere; (x) anyone to whom we may transfer contractual rights; and (xi) any other party approved by you or to whom you have given your consent or to whom we consider it in our interests to make such disclosure.

22.2 Use of Information

We may use your Personal Information, including in aggregated form or combined with other information for any of the following purposes: (i) Delivering our products and services to you, including the management and operation of your Account; (ii) Improving our products and services and to conduct research and analysis; (iii) For marketing purposes where you have provided your consent to us for the same, and with such consent, we (including our affiliates and related corporations and their employees and agents) and our third party service providers may be sending and providing you with marketing information and/or documents relating to products, services and/or events that we or third party organizations we collaborate with, may be selling, marketing, offering, organizing, involved in or promoting, whether existing now or created in the future; (iv) Managing risks relating to our business, including credit risk, fraud risk and operational risk;

Your data may also be used for other purposes for which you give your specific permission, or when required by law, or where permitted under the terms of the Personal Data Protection Act 2012.

22.3 Supplementary Credit Card Members

Where we have been asked to issue a supplementary card: (i) you consent to us disclosing to the Supplementary Credit Card Member details about the status of your Account including details of transactions, the outstanding balance and details of any overdue payments; (ii) you consent to the Supplementary Credit Card Member providing us with Personal Information about you for additional

identity authentication purposes, to register for on-line services and to access enhanced and new services; and (iii) Supplementary Credit Card Members will not be permitted to change any of your Personal Information without your express consent.

22.4 Third Party Consents

Where you provide us with information relating to a third party (including Supplementary Credit Card Members), or where you purchase goods and/ or services on behalf of a third party, you confirm and warrant that you have informed and obtained consent, if necessary, of that third party to the processing of his or her information by American Express (and where relevant, other parties) in accordance with this paragraph 22. In respect of Supplementary Credit Card Members, this may include the use of his or her details for marketing purposes or disclosure for the purposes set out in detail in the Consumer Credit Bureau section below.

22.5 Marketing

Where you have given consent to receive marketing offers from us, we (including our affiliates and related corporations and their employees and agents) and our third party service providers may be sending and providing you with marketing information and/or documents relating to products, services and/or events that we or third party organizations we collaborate with, may be selling, marketing, offering, organizing, involved in or promoting, whether existing now or created in the future by (a) telephone/voice calls and by SMS (text messages); and (b) postal mail and e-mail; and (c) way of the internet or using other electronic means. You agree that your consent will remain in place until you withdraw it.

If you subsequently wish to withdraw your consent previously provided to us to send you marketing information or documents, you may do so by going to americanexpress.com.sg/mychoice to update your privacy preferences at any time. We will also, from time to time, contact you to ensure that the information we hold about your marketing preferences is up to date.

22.6 Consumer Credit Bureau

We will exchange your Personal Information with consumer credit bureaus and carry out credit checks and other assessments. We may inform the bureaus of the current balance on your Account and we may tell them if you do not make payments when due. They will record this information and may share this with other organizations in accordance with their legal powers and obligations.

22.7 Electronic or Telephone Communication

If you contact us by any electronic means, we may record the telephone number or internet protocol address, associated with that means of contacting us at the time. We may also monitor and/or record telephone calls between us to assure the quality of our customer service.

22.8 International Transfer of Data

Your Personal Information may be processed, accessed or disclosed (in accordance with this paragraph 22) in countries outside Singapore when you travel or make foreign purchases and for the purpose of administering your Account. In such cases, we will take appropriate steps to ensure the same level of protection for your information in other countries outside Singapore.

22.9 Retention of Information

We keep Personal Information for the purposes described in this paragraph 22 for as long as is appropriate to fulfil our legal obligations in accordance with applicable law.

22.10 Access and Correction

You are entitled at any time to request access to information held by us about you or your Account and to update and correct such information. You agree that Amex may impose a modest charge to cover the costs of complying with such requests. Please make such requests in writing to the Data Privacy Officer, American Express International Inc., 1 Marina Boulevard #22-00, One Marina Boulevard, Singapore 018989.

23. Instalment Goods and Services

If you use the Credit Card to buy goods or services, such as insurance, requiring recurring or instalment payments, you authorise us to pay such

instalments for you when due and you agree to pay us for the same when we bill you. You must tell us in writing if you no longer wish us to pay premiums or instalments for you. If your Credit Card Account or the Credit Card is suspended or cancelled we will stop paying premiums or instalments for you.

24. Our Property

Although for your use, all Credit Cards remain our property at all times. This means you must return the Credit Card to us if we should so request. The revocation, repossession or request for the return of the Credit Card is not, and shall not constitute any reflection on your character or creditworthiness and we shall not be liable in any way for any statement made by any person requesting the return or surrender of the Credit Card.

25. Our Liability

We are not liable in any way to you for any inconvenience, embarrassment, loss, damage (including but not limiting to consequential loss or special damage), cost or expense of any nature suffered or incurred by you or by any other person in respect of or in connection with the Credit Card and/ or this Agreement. We are also not liable if we are unable to perform our obligations under this Agreement due directly or indirectly to the malfunction or failure of any machine or communication system or transmission link or any automated teller machine, defect or damage of the Credit Card, industrial dispute, war, Act of God or anything beyond our control or the control of our servants or agents. If we are unable to produce or send a statement to you for any reason whatsoever, we are not liable to you in any way and your liabilities and obligations under this Agreement will not be prejudiced and will continue to accrue.

26. Changing, Amending and Adding to These Terms and Conditions

We have the right to change or amend these Terms and Conditions or add new terms and conditions at any time. Any such changes or amendments or additions will become effective and binding on you upon notification to you by any means as we deem fit. If you do not accept any such changes or amendments or additions to these Terms and Conditions, you may cancel the Credit Card by cutting it in half and returning both halves to us. You will still be liable for all Charges incurred and all other obligations under these Terms and Conditions until the Account is repaid in full.

27. Notices

We shall be entitled to send any notice to you by electronic mail, short message service ("SMS"), facsimile transmission, personal delivery or ordinary post to your address last known to us. Any notice as sent by us shall be deemed to be received by you (if sent by facsimile transmission or personal delivery) on the day of despatch or (if sent by electronic mail or SMS) when left at the last email address or telephone number known to us, or 1 day immediately after the date of posting if sent by ordinary post addressed to your last known address.

28. No Waiver of Our Rights

No forbearance, delay or failure on our part to exercise any power or right under any of these Terms and Conditions shall operate as a waiver of such power or right, nor shall any single or partial exercise of such power or right preclude any further exercise of that or any other power or right.

29. Assignment

We may assign any of our rights under these Terms and Conditions or the Accounts at any time without your consent to our parent, a subsidiary, a related company or an associate company in Singapore or elsewhere.

30. Governing Law

(a) These Terms and Conditions are governed by Singapore law. All Credit Card Members submit themselves to the non-exclusive jurisdiction of the courts of Singapore. (b) We may serve any legal or court document including any writ, statutory demand, bankruptcy application or any legal, enforcement or bankruptcy process in respect of any claim, action or proceeding by leaving it at, or sending it by ordinary post to your last known address, or sending it electronically to your last known email address or via any mobile phone or devices or other messaging services. These documents and/or messages would then be deemed to have been

properly served on you on the date of delivery if it is delivered by hand, or on the date immediately after the date of posting if it is sent by post (notwithstanding that it may be returned to us undelivered) or on the date of sending if it is sent electronically or digitally. Service of legal process in the aforesaid manner shall be deemed to be good and effective service of such legal process on you even if the documents including electronic mails and/or messages are not received by you or subsequently returned undelivered. Nothing in this clause shall affect our right to serve any legal or court document in any other manner permitted by law.

31. Rights of Third Parties

Except by a person who is our assignee pursuant to Clause 30 above, a person who is not a party to this Agreement shall not enforce any of these Terms and Conditions under the Contracts (Rights of Third Parties) Act 2001.

32. Indemnity

You must indemnify and keep us fully indemnified against all claims, demands, actions and proceedings which may be made against us and in respect of any and all damages, liabilities, losses, costs and expenses (including legal costs on a full indemnity basis) which may be incurred, sustained or suffered by us, directly or indirectly, due to the use or misuse of the Credit Card(s), negligence, misconduct or breach of any of these Terms and Conditions on your part and/or any other act, thing or matter arising out of or in connection with this Agreement.

33. Other Terms and Conditions

The use of any Credit Card is also subject to other Terms and Conditions governing the use of other facilities or benefits which may from time to time be made available.

WHAT IS THIS DOCUMENT?

These Terms and Conditions govern the Cashback program associated with your Credit Card Account (Account). When you accept the agreement for your Account or continue to use your Account, you agree to be bound by these terms. These Terms and Conditions replace any previous versions you have received relating to the Cashback program.

Earning Cashback

1.5% Cashback

- You will earn Cashback at the rate of 1.5% for purchases of goods and services on your Account, subject to the Cashback Terms and Conditions and any promotional offer we make. The Cashback is calculated on the value of each purchase multiplied by the Cashback rate and the value of each purchase will be rounded off to the nearest dollar before Cashback is calculated. The final Cashback amount for each purchase will be calculated as the exact digits in the first two decimal places.

3% Cashback Welcome Bonus

- As a welcome bonus, you will earn Cashback at the rate of 3% on up to a total of S$5,000 of purchases of eligible goods and services made on your account (which shall include both spending by you and your Supplementary Card Members) in the first 6 months of your American Express True Cashback Card Membership, subject to the other Cashback Terms and Conditions and any promotional offer we make. When the Cashback rate of 3% applies to a purchase of eligible goods or services during the welcome bonus period, the Cashback rate of 1.5% will not be applied in addition to the Cashback rate of 3% to the same purchase. Purchases of goods and services in excess of S$5,000 during the welcome bonus period will earn Cashback at the standard rate of 1.5%, subject to the other Cashback Terms and Conditions and any other promotional offer we make. Exclusions apply, find out more at go.amex/sgexclusions.

For example:

• If you make a purchase of $19.50 – Cashback will be calculated on $20 ($19.50 rounded up to the nearest dollar) and the Cashback earned is $0.30 (1.5% x $20.00 = $0.30).

• If you make a purchase of $19.49 – Cashback will be calculated on $19 ($19.49 is rounded down to the nearest dollar) and the Cashback earned is $0.28 (1.5% x $19 = $0.**28**5 - exact digits down to the first two decimal places).

We reserve the right to retract, deduct and/or re-compute any Cashback amount in cases where we, in our absolute discretion, deem that there is an abuse of the Cashback program.

Paying Cashback

Cashback will be paid to you by crediting your Account and included in your monthly statement. Purchases that were charged to your card but have yet to be posted to your Account will not be taken into account for purposes of Cashback computation for such month but will however be taken into account for Cashback computation in the following month when the purchases have been posted to your Account. We will only credit your account if it is in good standing and not overdue. Cashback is not redeemable for cash (including through a credit balance refund) or a credit to your Account, except as set out in these Terms and Conditions. The payment of Cashback does not count towards the payment of your minimum amount on your Account. Cashback earned by Supplementary Credit Card Members (and any negative adjustments) will automatically accrue to the Basic Credit Card Member's Account.

Transactions that do not earn Cashback

- Cashback will not be accrued for non-eligible purchases or transactions. Please visit go.amex/tcbtnc for a full list of non-eligible purchases or transactions, which is non-exhaustive and is subject to changes from time to time.
- A negative adjustment will be made to your Cashback balance if there are any credits posted to your account including those arising from returned goods or services or from billing disputes calculated in the same way as you earn Cashback.

Losing your Cashback

You will stop earning and receiving Cashback rebates if your Account is not in good standing and is overdue. You will start earning Cashback again when payments to your Account are up to date.

Cancellation of Account

If your Account is cancelled you will lose the Cashback that has been earned but not yet been applied to your Account as a monthly credit.

Changes to These Terms and Conditions

We may change these Terms and Conditions, including the rate at which you earn Cashback. We will give you at least 30 days' notice. If the change is not to your disadvantage, we will still tell you about it but may make the change sooner. We will give you notice by statement message, post, email or other form of electronic communication.

Ending these Terms and Conditions

We may end these Terms and Conditions if we cancel or end your Account in accordance with the Account agreement.

We may also end these Terms and Conditions by giving you at least 30 days' notice without any explanation being required. This could include changing your Account to a different product in accordance with the Account agreement or replacing these Terms and Conditions with a new set of Terms and Conditions that covers different benefits.

Language and Governing Law

These Terms and Conditions and all dealings between us are governed by the laws of Singapore and the courts of Singapore will have non-exclusive jurisdiction over us and you.

Taxes, Duties and Exchange Control

You must pay any government tax, duty or other amount imposed by law in any country in respect of these Terms and Conditions and any Cashback paid to you.

SG720926E 12/20

American Express International Inc. (UEN S68FC1878J)
1 Marina Boulevard, #22-00, One Marina Boulevard,
Singapore 018989. americanexpress.com.sg
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