



# American Express® CapitaCard Terms and Conditions

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## AMERICAN EXPRESS® CAPITACARD BENEFIT TERMS AND CONDITIONS

### GENERAL TERMS & CONDITIONS

1. To enjoy these privileges or benefits, Card Members must present their American Express CapitaCard ("Card") and all relevant charges must be made to the Card. Participation of merchants is subject to change without prior notice to Card Member.
2. American Express International Inc. ("American Express") reserves the right to change, suspend or terminate these privileges or benefits at its sole discretion at any time without prior notice. The provision of services, activities or benefits stated is the responsibility of the respective merchant and/or 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 merchant and/or service establishment.
3. Card Members acknowledge that any disputes in relation to the above are to be directed solely to the merchant and/or service establishment providing such services, activities or benefits.

Information is correct as at date of publication.

### FIRST YEAR FEE WAIVER

4. The First Year Annual Membership Fee Waiver will only apply to new American Express CapitaCard Members. After your first year of CapitaCard membership, the prevailing annual membership fee for the Card will apply.

### EARNING STAR\$®

5. You must be a CapitaStar member to receive the CapitaStar benefits of the American Express CapitaCard.
6. You will be awarded 5 STAR\$® for every S\$1 of eligible purchases of goods or services at American Express merchants, subject to the following terms. To qualify for STAR\$®, your American Express CapitaCard Account must be in good standing and not cancelled for any reason.
7. Only full STAR\$® are awarded. A fraction of one STAR\$® is rounded up from and including 0.5 STAR\$® and rounded down if it is less than 0.5 STAR\$®.
8. All STAR\$® with your American Express CapitaCard are credited directly into your CapitaStar account after your billing statement date.
9. STAR\$® will not be accrued for non-eligible purchases or transactions. Please visit [amex.co/SGexclusions](https://amex.co/SGexclusions) for a full list of non-eligible purchases or transactions, which is non-exhaustive and is subject to changes from time to time.
10. CapitaStar Terms and Conditions also apply. Please visit [www.capitastar.com.sg/en/policy-andterms](https://www.capitastar.com.sg/en/policy-andterms).

### 3X STAR\$® (CAPITALAND MALL BONUS STAR\$®)

11. Additional 10 STAR\$® will be awarded on eligible purchases of goods and services in blocks of S\$1, on a cumulative basis at the end of every calendar month, capped at S\$1,200 per calendar month, at participating merchants in the following CapitaLand Malls:  
Bedok Mall | Bugis Junction | Bugis+ | Bukit Panjang Plaza | Clarke Quay | Funan | IMM | JCube | Junction 8 | Lot One | Plaza Singapura | Raffles City | SingPost Centre | Tampines Mall | Westgate
12. On top of the charges and purchases excluded in Clause 5, the following transactions are not eligible to earn additional 10 STAR\$®: charges at pushcarts, temporary vendors/pop-up shops, events, roadshows, SISTIC, SAM machines and AXS machines within CapitaLand Malls.



13. Any spend above S\$1,200 per calendar month made on eligible purchases at participating merchants will earn you 5 STAR\$® for every S\$1 spent.
14. Please visit [amex.co/capitacard3X](https://amex.co/capitacard3X) for the current list of participating merchants in CapitaLand Malls.

#### STAR\$® X'TRA PROGRAMME

15. Additional 50 STAR\$® will be awarded on eligible purchases of goods and services at each participating STAR\$® X'tra Partner in Singapore only in blocks of S\$1, on a cumulative basis at the end of the programme for such STAR\$® X'tra Partner. Only full STAR\$® are awarded.
16. To qualify for the additional 50 STAR\$®, your American Express CapitaCard must be in good standing and not cancelled for any reason. Participation of merchants is subject to change without prior notice to American Express CapitaCard Members.

Please visit [amex.co/capitacard10X](https://amex.co/capitacard10X) for the current list of STAR\$® X'tra Partners.

#### COMPLIMENTARY AND PRIVILEGED PARKING

17. To enjoy monthly Complimentary Parking or Privileged Parking at participating CapitaLand Malls:
  - (a) Register all the required details at [amex.co/carpark](https://amex.co/carpark) ("Car Park Registration Page") AND
  - (b) Spend at least S\$1,200 on eligible purchases of goods or services per calendar month to receive Complimentary Parking at participating CapitaLand Malls or spend at least S\$1,800 on eligible purchases of goods and service to park in Privileged Parking lots in conjunction with Complimentary Parking benefit at participating CapitaLand Malls.
18. By submitting your details on the Car Park Registration Page, you authorise American Express to exchange, use and receive personal information about you, including submitting information to Capita Card Pte. Ltd., any of the participating CapitaLand Malls and their vendors for the provision of the Complimentary Parking and Privileged Parking benefits at the participating CapitaLand Malls.
19. Card Members will only be eligible to register one (1) vehicle for Complimentary Parking or Privileged Parking and will only receive the benefit in the second calendar month following the month the spend threshold specified in Clause 17(b) above is met. For example, if a Card Member meets the relevant spend threshold from 1<sup>st</sup> to 31<sup>st</sup> January, he/she will be eligible for Complimentary Parking or Privileged Parking from 1<sup>st</sup> to 31<sup>st</sup> March.
20. Supplementary Card Member(s) are NOT eligible to register and receive the Complimentary Parking and Privileged Parking benefit. Spend on eligible purchases incurred by Supplementary Card Member(s) shall accrue to the Basic Card Member.
21. The eligible spend excludes:
  - (a) Charges that are processed and billed prior to your CapitaStar Member enrolment date or charges that are prepaid on any Card Account prior to the first billing statement for that Card Account following the Enrolment Date;
  - (b) Second and subsequent transactions made with American Express instalments ;
  - (c) Cash Advances and other cash services;
  - (d) Express Cash;
  - (e) American Express Travellers Cheque purchases;
  - (f) Charges for dishonoured cheques;
  - (g) Finance charges including Line of Credit charges and Credit Card interest charges;
  - (h) Late Payment and collection charges;
  - (i) Tax refunds from overseas purchases;
  - (j) Balance Transfers;
  - (k) Annual Card fees;
  - (l) Other credits to your Account; and
  - (m) CapitaVoucher purchases.

22. Complimentary Parking or Privileged Parking is limited to the first 3 hours per participating CapitaLand Mall per day, subject always to the rules and regulations governing the use of the car park at each participating CapitaLand Mall. In the event of a system glitch, reimbursement will strictly be in the form STAR\$® at the sole discretion of Capita Card Pte. Ltd. No additional or other compensation will be given.
23. Standard parking charges and/or per entry charges of the relevant participating CapitaLand Mall shall apply after the Complimentary Parking or Privileged Parking benefit has been utilised.
24. Complimentary Parking or Privileged Parking will not apply in addition to any complimentary parking offered by any participating CapitaLand Malls.
25. Complimentary Parking is available at the following participating CapitaLand Malls:  
  
Bedok Mall | Bugis Junction | Bugis+ | Bukit Panjang Plaza | Clarke Quay | Funan | IMM | JCube | Junction 8 | Lot One | Plaza Singapura | Raffles City | SingPost Centre | Tampines Mall | Westgate
26. Privileged Parking lots are subject to availability on a first-come, first-served basis. These lots are available at the following participating CapitaLand Malls:  
  
Bedok Mall | Clarke Quay | Funan | IMM | Junction 8 | Lot One | Plaza Singapura | Tampines Mall | Westgate
27. American Express makes no representation as to the quality or performance of the services provided by Capita Card Pte. Ltd., the participating CapitaLand Malls or any other partners in this programme. A Card Member who has been awarded Complimentary Parking or Privileged Parking shall not be entitled to any compensation, benefits or substitution in any form whatsoever in lieu of the benefit. Unless otherwise stated in these Terms and Conditions, in the event that a Card Member was eligible but was unable to enjoy Complimentary Parking or Privileged Parking in the relevant month(s) of entitlement for reasons whatsoever and however arising, there will be no extension, compensation or substitution in any form whatsoever in lieu of the benefit.
28. Card Members who do not register for the Complimentary Parking or Privileged Parking benefit are not eligible for any benefits in lieu of the Complimentary Parking or Privileged Parking. The Complimentary Parking or Privileged Parking benefit is strictly non-transferable, non-assignable and non-exchangeable.
29. After initial registration, a Card Member can update his or her vehicle registration number and/or 10-digit In-Vehicle Unit number up to 2 times per calendar year. Any update of details will be processed within 5 working days. There will be no compensation of car park charges incurred in the period from the date of provision of update particulars by the customer up to the effective date of updating of car particulars.
30. SMS notifications will only be sent to Card Members who meet the qualifying spend threshold and to the Singapore-based mobile telephone number that the Card Member has provided on the Car Park Registration Page. In the event that a Card Member is eligible but fail to receive the SMS notification for reasons whatsoever and however arising, there will be no extension, compensation or substitution in any form whatsoever in lieu of the benefit.
31. American Express assumes no responsibility for any loss or damage or expenses arising in connection with this programme, howsoever arising, including without limitation, from any late or non-notification, any error in computing, technical hardware or software breakdown, malfunctions or defects, failed, delayed or incorrect transactions, or lost or unavailable network connections, or any notice that is lost or misdirected, which may affect a Card Member's eligibility in the programme.
32. Capita Card Pte. Ltd. reserves the right to vary its terms and conditions relating to Complimentary Parking and Privileged Parking without any prior notice.

#### ASCOTT, CITADINES AND SOMERSET

33. The 15% savings on Best Flexible Rates Promotion ("Promotion") is valid for new reservations made where the duration of stay falls between the 1<sup>st</sup> July 2019 to 31<sup>st</sup> December 2020.
34. All Basic and Supplementary American Express CapitaCard Card Members ("Card Members") must register to be an Ascott Star Rewards (ASR) member to enjoy the Promotion.



35. To be entitled for the complimentary 1-year Silver-tier membership and additional 1,000 ASR points, Card Members must sign up to be a new ASR member between promotion period via this dedicated URL: [https://ascott-web-service.crmxs.com/?xs\\_app=asr\\_registration&source=AMEXCC&language=en](https://ascott-web-service.crmxs.com/?xs_app=asr_registration&source=AMEXCC&language=en). The complimentary 1-year Silver-tier membership and additional 1,000 ASR points will be awarded directly by The Ascott Limited.
36. Rates and rate inclusions are subject to change without further notice and are non-negotiable, non-transferable and non-commissionable.
37. Reservation must be made in advance, prior to arrival and is subject to availability. Blackout dates may apply; please check with the individual serviced residence before booking.
38. The Promotion may be applicable to specific room types and subject to the serviced residence's minimum stay requirement (if any); please check with the individual serviced residence before booking.
39. The Promotion is only valid for reservations made on [the-ascott.com/AMEXCapitaCard](http://the-ascott.com/AMEXCapitaCard). Key in 'AMEXCC' in the preferential code to see the promotion rates.
40. Card Members must present their American Express CapitaCard upon check-in and must make payment with it to enjoy the promotion rates.
41. This Promotion is not valid for existing reservations and cannot be used in conjunction with any other promotions, partner offers, third-party websites, corporate and promotional rates.
42. American Express and The Ascott Limited reserve the right to change the Promotion and the Terms and Conditions applicable to the same without prior notice.
43. The Ascott Limited's guarantee and cancellation policy applies. Visit <http://www.the-ascott.com/en/guaranteeandcancellationpolicy.html> for details.
44. View more details at [www.the-ascott.com/AMEXCapitaCard](http://www.the-ascott.com/AMEXCapitaCard).

#### LIVE THE WORLD

Please refer to [livetheworld.americanexpress.com](http://livetheworld.americanexpress.com) for full Terms and Conditions, promotion validity period and up-to-date list of dining, accommodation, shopping and lifestyle privileges.

#### AMERICAN EXPRESS INVITES

Please refer to [amexdiningprogram.com](http://amexdiningprogram.com) for full Terms and Conditions and up-to-date list of participating restaurants.

#### APPLE PAY

Please refer to <http://www.americanexpress.com.sg/applepay> for full Terms and Conditions.



## AMERICAN EXPRESS

### The American Express® CapitaCard

#### Terms & Conditions for Spend Gift – American Tourister Hypebeat luggage bag



1. This promotion is only applicable for new American Express® CapitaCard 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 1 May 2020 and 30 September 2020 (both dates inclusive).
  - Basic Card Account must be in good standing to be eligible for participation in this promotion.
2. Card Members to spend S\$3,000 on eligible purchases of goods or services within the first 3 months from Card approval to receive the American Tourister Hypebeat 79/29 Spinner Exp TSA luggage bag.
3. For non-eligible spend, please visit [amex.co/SGexclusions](http://amex.co/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® CapitaCard within the last twelve (12) months are not eligible for this Spend Offer promotion when they re-apply for The American Express® CapitaCard during the Promotion Period.
6. If the recipient of the gift ceases to be a Card Member for any reason within six (6) months of setting up The American Express® CapitaCard Account, he or she will be charged the value of the gift: American Tourister Hypebeat 79/29 Spinner Exp TSA luggage bag at S\$239 (correct at the time of production).
7. Change of offer will not be permitted for this promotion.
8. A redemption letter for the luggage will be sent to the Basic Card Member's mailing address approximately 12 weeks from the date they meet the Spend Threshold. The redemption letter will contain details on how to redeem your luggage.  
No expedite request will be allowed/entertained.
9. Each New Basic Card Member is only eligible for the redemption of one (1) American Tourister Hypebeat 79/29 Spinner Exp TSA luggage bag. If the Card Member redeems more than once or makes duplicate redemptions, the retail price of the gift (valued at S\$239, correct at time of production) 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.
10. The luggage 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.
11. The original redemption letter must be presented for redemption and no replacement redemption letter will be issued, if original letter is lost, damaged or expired.
12. The redemption is subject to availability.
13. American Express International Inc. Singapore reserves the right to withdraw or substitute the gift with other item(s) without prior notice and without assigning any reason.
14. Information is correct at the time of print, June 2020.

## MyInfo S\$20 CapitaVouchers

1. This offer is only applicable to applicants of American Express® Cards issued in Singapore by American Express International Inc. (“Eligible Cards”), excluding American Express Singapore Airlines Business Credit Card, American Express Corporate Cards and American Express Cards issued by DBS Bank Ltd, United Overseas Bank Limited, and Citibank Singapore Limited, who meet the following criteria:
  - a. Apply for the Eligible Cards between 1 August 2020 and 30 September 2020 (both dates inclusive).
  - b. Receive approval for the Eligible Cards between 1 August 2020 and 31 October 2020 (both dates inclusive).
  - c. Select “MyInfo” on the application form and use the service to pre-fill the form. Applicable only for applications received online via [americanexpress.com](https://americanexpress.com).
  - d. First successful transaction made within the first month of Card approval, with a minimum charge of S\$1 on eligible spend. Visit [amex.co/SGexclusions](https://amex.co/SGexclusions) for full list of non-eligible purchases and/or transactions.
  - e. Individuals who cancelled their American Express® Cards within the last 12 months are not eligible for this promotion.
2. You will receive S\$20 CapitaVouchers upon first successful transaction made within the first month of Card approval, with a minimum charge of S\$1.
3. Each Basic Card Member is only eligible for the redemption of one S\$20 CapitaVouchers.
4. This promotion is applicable to Basic Card Members only and the Basic Card Account must be in good standing to be eligible for participation in this promotion.
5. Cardmembers eligible for the S\$20 CapitaVouchers will receive it via mail approximately ten (10) weeks after the first successful transaction is made.
6. If the Card Member who was issued the CapitaVouchers 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 CapitaVouchers.
7. American Express International Inc. Singapore reserves the right to withdraw or substitute the CapitaVouchers with other items(s) without prior notice and without assigning any reason.
8. To the extent provided by law, American Express and CapitaLand Voucher Pte. Ltd. reserve the right to change the Terms and Conditions of this Offer at any time without prior notice. American Express and/or CapitaLand Voucher Pte. Ltd. reserve the rights to terminate this Offer and/or replace the Offer with another offer of similar value without prior notice.
9. Offer cannot be exchanged for cash or used in conjunction with other promotional programmes, offers, discount cards, credit or VIP privileges, unless otherwise stated.
10. Card Member acknowledges that any disputes in relation to the use of the CapitaVouchers are to be directed solely to CapitaLand Voucher Pte. Ltd. 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 CapitaLand Voucher Pte. Ltd.
11. Merchants are solely responsible for the fulfilment of Offer and all relevant privileges.
12. Information is correct as of August 2020.



Appendix 1:

  **Save Time!**

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- 1 Easily complete up to 50% of the application.
- 2 Reduce the incidence of mistakes that result from manually entering your data.

[Apply Now with SingPass](#)

By clicking above, you are leaving this site to access a third party website. American Express makes no representations or warranties and shall not be liable for any loss or damage arising from such linked site.

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OR

[Enter Information Manually](#)





Appendix 2:

**ABOUT YOU** YOUR CONTACT YOUR FINANCES

\*Marked fields are Mandatory

Success! Your information from SingPass has been prefilled below.

Email Address\*  ✓

Title\*  Full Name\*  ✓

Alias (if any)

Name On Card\*  ✓

Surname must be included. Maximum 20 characters allowed.

Date of Birth\*  ✓  ✓  ✓

Mobile Phone Number\*  ✓

By selecting Save and Continue, you agree for American Express to retain the above information solely for the purpose of follow up and completion of this application. You agree to allow American Express to contact you via email and phone on the status of this application. Please refer to our [Privacy Statement](#) for more information.



**Member-Get-Member Referral Programme Q3 2020 - CapitaCard**

1. American Express Basic Card Members ("Referrer") are eligible to participate in this Member Get-Member (MGM) Referral Programme. In respect of any referral submitted by the Referrer pursuant to this MGM Referral Programme, the Referrer warrants and confirms that
  - a) The referred potential new customer ("Referee") has given consent for their personal data to be provided to American Express International, Inc. ("Company") and to receive these referral programme marketing communications from the Company;
  - b) The Referrer shall indemnify the Company for any loss, damage or liability suffered or incurred by the Company arising from or in relation to the MGM Referral Programme; and
  - c) This offer should only be sent to people with whom the Referrer has an existing relationship with such as friends or family.
  - d) This programme is not valid with any other on-going offers, promotions, vouchers, rebates or privileges, unless otherwise stated.
2. Referee(s) must apply via the link that the Referrer shared with them to ensure both receive this bonus. If the Referee has already applied for Eligible Card without using this referral, both Referrer and Referee will not be eligible for the bonus.
3. This MGM Referral Programme is valid from 4 June 2020 to 30 September 2020 (both dates inclusive).
4. For the Referrer to receive the referral bonus,
  - a) The Referee's Card has to be approved before 30 September 2020.
  - b) The Referee must pay the full annual fee where applicable.
5. For the Referee to receive the referral bonus, the Referee has to:
  - a) Apply and receive approval between 4 June 2020 and 30 September 2020 (both dates inclusive).
  - b) Meet the minimum spend of S\$2,000 on eligible purchase of goods and services in the first 3 months of Card Membership. Visit [amex.co/SGexclusions](http://amex.co/SGexclusions) for full list of non-eligible purchases and/or transactions.
  - c) Pay the full annual fee where applicable.
6. Referrer will receive the bonus STAR\$® within twelve (12) weeks after the Referee's application for the Eligible Card is approved. Referee will receive the bonus STAR\$® within twelve (12) weeks after they have met the minimum spend of S\$2,000 within three (3) months of Card Approval.
7. Please see table below for the Card that the Referrer is eligible to refer and the bonus amounts for the Referrer and Referee.

Referrer's Card	Referrer's Bonus	Eligible Card to Refer	Referee's Bonus
	You Earn		Your Friend Earns
The American Express® CapitaCard	20,000 STAR\$®	The American Express® CapitaCard	20,000 STAR\$®

8. Referee(s) must be Singapore Citizens, Permanent Residents or Expatriates aged 21 years old or over.
9. Referee(s) who cancelled their American Express Card (If it is the same as the Eligible Card he/she is going to apply for) within the last twelve (12) months are not eligible for this promotion.



10. Self-referral will not be accepted for this MGM Referral Programme.
11. Only one referral for each referee will be counted. In the event that a referee is referred by more than one referrer, the successful referral will be based on the details of the referrer confirmed by the referee.
12. Should the Referee cancel the Card within six (6) months upon Card Approval, fees equivalent to the Referrer and Referee bonus shall be charged to the Referrer's and Referee's Card Accounts respectively without prior notice.
13. American Express International Inc. reserves the right to vary or cancel the programme and / or amend or alter these Terms and Conditions at any time without prior notice. Should any dispute arise, the decision of American Express International Inc. shall be final.



## The American Express CapitaCard Cardmember Agreement

### IMPORTANT

Please read these Terms and Conditions thoroughly. If you keep or use the American Express CapitaCard, 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 CapitaCard Account is maintained.

“Cash Advances” means any cash advance obtained by use of a Credit Card, PIN or otherwise authorized 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, interest, 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 sum total 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 CapitaCard (Basic) or American Express CapitaCard (Supplementary).

“Establishment” means a person, company, firm, proprietorship, partnership, business or organization which accepts the American Express Credit 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 CapitaCard Member (Basic) 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 Basic Credit 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; (viii) not use the Credit Card for any unlawful purpose.

**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** 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 may access up to 100% of your Credit Limit by way of Cash Advances, subject to your available Credit Limit and such terms and conditions applicable to Express Cash transactions. We may vary that percentage 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.

**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 transaction, 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 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 authorize 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 your payment to Singapore Dollars at our rate and credit it to your Account. (vii) If we receive a cheque, 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 cheque or payment order.

**12. LATE PAYMENT CHARGE** If we do not receive the minimum payment due as per the monthly statement by the Payment Due Date, we reserve the right to impose a late payment charge of S\$90 per month 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. When 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 authorized by us before they will be accepted by an Establishment. We have the right to refuse authorization 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 authorized.

**15. FOREIGN EXCHANGE CHARGES** If we receive a transaction or refund for processing in a currency other than Singapore Dollars ("Foreign Charge"), that Foreign Charge will be converted into US Dollars first (unless it was submitted to us in US Dollars) and converted 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. Unless a specific rate is required by applicable law or is used as a matter of local custom or convention in the territory where the transaction or refund is made (in which case we will look to be consistent with that custom or convention), you understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources and the rate is set each day from Monday to Friday including public holidays except for Christmas Day and New Year's Day, increased by a single conversion commission of 2.5% (2.95% with effect from 1<sup>st</sup> March 2020)

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 presented with the choice to allow a third party (for example, the retailer) to convert the transaction into Singapore Dollars before submitting it to us. If you choose this option, 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.

**17. 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.

**18. 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 unauthorized use of the Credit Card to the extent permitted by law. You shall not be liable for any unauthorized Charges made after you have given notice to us, and your liability for unauthorized 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 safeguarding 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.

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

**20. 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 billed 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.

**21. 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 13 occur. We retain the right to suspend dispatch of renewal or replacement Credit Cards at our discretion.

**22. 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.



## **23. DATA PROTECTION AND USE OF PERSONAL DATA**

### **23.1 Disclosure of Personal Information**

You agree that any information provided by you in the application form, at our request or otherwise collected 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 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 Card in payment for goods and/or services purchased by you; (vii) parties who distribute the 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 we consider it in our interests to make such disclosure.

### **23.2 Use of Information**

We may use your Personal Information, including aggregated 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) Advertising and marketing our products and services, and those of our third party business partners; (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.

### **23.3 Supplementary Card Members**

Where we have been asked to issue a Supplementary Card: (i) you consent to us disclosing to the Supplementary 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 Card Member providing us with Personal Information about you for additional identity authentication purposes, to register for online services and to access enhanced and new services; and (iii) Supplementary Card Members will not be permitted to change any of your Personal Information without your express consent.

### **23.4 Third Party Consents**

Where you provide us with information relating to a third party (including Supplementary Card Members); or where you purchase goods and/or services on behalf of a third party, you confirm 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 third parties. In respect of Supplementary 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 and Fraud Prevention section below.



### **23.5 Marketing**

We and other Amex Group companies may use your Personal Information to identify goods and services in which you may be interested; and market offers to you (by mail, e-mail, telephone, SMS, via the internet or using other electronic means) in relation to such goods and services. You agree that your consent will remain in place until you withdraw it or until 12 months after you cease being an American Express Card Member.

If you wish to opt-out of receiving marketing from us, you may opt out of such marketing offers by going to [americanexpress.com.sg/mychoice](http://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.

### **23.6 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.

### **23.7 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, at the time. We may also monitor and/ or record telephone calls between us to assure the quality of our customer service.

### **23.8 International Transfer of Data**

Personal Information may be processed, accessed or disclosed 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.

### **23.9 Retention of Information**

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

### **23.10 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 American Express 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., 10 Marina Boulevard #15-00, Marina Bay Financial Centre Tower 2, Singapore 018983.

**24. INSTALMENT GOODS AND SERVICES** If you use the Credit Card to buy goods or services, such as insurance, requiring recurring or instalment payments, you authorize 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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 dispatch 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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.



**33. 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.

**34. 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.