TERMS AND CONDITIONS FOR THE FRANK CASH REBATES REWARDS PROGRAMME

The following amendments will be made to the Terms and Conditions for the FRANK Cash Rebates Rewards Programme with effect from 1 October 2017:

- *The existing Clause 1 will be amended to read as follows:*

1. The FRANK Cash Rebates Rewards Programme is a unique programme for the Cardmembers of the "FRANK by OCBC" Credit Card (the "Card"). It allows you to earn the following cash rebates:

i. 6% cash rebates on Online

ii. 5% cash rebates on Cafes, Cinemas, Bars & Entertainment (Fridays to Sundays)

iii. 3% cash rebates on Cafes, Cinemas, Bars & Entertainment (Mondays to Thursdays)

iv. 3% cash rebates on first two NETS Flashpay Auto Top-ups (ATU)

v. 0.3% cash rebates on all other spend excluding spend made to the following organisations:

- *Charitable/Religious Organizations (MCC: 8398, 8661)*
- *Cleaning, Maintenance and Janitorial Services (MCC: 7349) and*
- *Real Estate Agents and Managers-Rentals (MCC: 6513)*

- *The existing Clause 3 will be amended to read as follows:*

3. Retail transactions are purchases for goods and services and exclude the following transactions:

a. Payments made via telephone or mail order;
b. Subscription and recurring payments;
c. Payments to government institutions;
d. Payments to financial institutions (including banks and brokerages);
e. Payments to insurance companies;
f. Utility bill payments;
g. Payments to Charitable/Religious Organizations;
h. Payment of funds to prepaid accounts and merchants who are categorised as "payment service providers";
i. Payments to schools, hospitals, professional services providers and payments for parking lots
j. Payments of membership fees to clubs and associations;
k. Payments made via online banking;
l. Payments made to Cleaning, Maintenance and Janitorial Services;
m. Payments to Real Estate Agents and Managers-Rentals; and
n. Any other transactions determined by OCBC from time to time.

1. The FRANK Cash Rebates Rewards Programme is a unique programme for the Cardmembers of the "FRANK by OCBC" Credit Card (the "Card"). It allows you to earn the following cash rebates:

i. 6% cash rebates on Online

ii. 5% cash rebates on Cafes, Cinemas, Bars & Entertainment (Fridays to Sundays)

iii. 3% cash rebates on Cafes, Cinemas, Bars & Entertainment (Mondays to Thursdays)

iv. 3% cash rebates on first two NETS Flashpay Auto Top-ups (ATU)

v. 0.3% cash rebates on all other spend (unless otherwise stated in these Terms and Conditions or by OCBC Bank in its absolute discretion)[1]

2. To be eligible for the cash rebates set out in Clauses 1(i) to 1(iv) above, Cardmembers must spend a minimum of S$400 worth of Visa offline retail transactions on the Card in a calendar month (the "Minimum Spend Requirement"). Offline retail transactions are retail transactions made with the card physically present. Transactions made online, via mail/telephone order and top-ups to prepaid accounts (including without limitation NETS FlashPay Top-ups, EZ-Link Top-ups and Transit Link related transactions) are not counted as offline retail transactions.

Subject to these Terms and Conditions, Cardmembers will earn 0.3% cash rebates on all Online, Cafes, Cinemas, Bars & Entertainment, and NETS FlashPay ATU if the Minimum Spend Requirement is not met.

3. Retail transactions are purchases for goods and services and exclude the following transactions:

a. Payments made via telephone or mail order;
b. Subscription and recurring payments;
c. Payments to government institutions;
d. Payments to financial institutions (including banks and brokerages);
e. Payments to insurance companies;
f. Utility bill payments;
g. Donations[2];
h. Payment of funds to prepaid accounts and merchants who are categorised as "payment service providers";
i. Payments to schools, hospitals, professional services providers and payments for parking lots
j. Payments of membership fees to clubs and associations;
k. Payments made via online banking;
l. Any other transactions determined by OCBC from time to time.[3]

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[1] *With effect from 1 October 2017, Clause 1v. will be amended to read as follows:*

v. 0.3% cash rebates on all other spend excluding spend made to the following organisations:

- *Charitable/Religious Organizations (MCC: 8398, 8661)*
- *Cleaning, Maintenance and Janitorial Services (MCC: 7349) and*
- *Real Estate Agents and Managers-Rentals (MCC: 6513)*

[2] [2] *With effect from 1 October 2017, Clause 3(g) will be amended to read as follows:*

3(g) Payments to Charitable/Religious Organizations

4. Annual card fees, Cash-on-Instalment, Instalment Payment Plan, interest, late payment charges, tax payments, Cash Advances, Balance Transfers, PayLite, OCBC Internet Banking payments, NETS FlashPay Top-ups (non-auto), EZ-Link Top-ups, Transit Link related transactions and other fees and charges will not be taken into account in the award and computation of cash rebates.

5. “Online” transactions are retail transactions made via the internet and processed by the respective merchants/acquirers as an online transaction type through the Visa/MasterCard Worldwide networks.

6. “Cafes” is defined as transactions made at the following participating merchants in Singapore:

i. Starbucks®
ii. The Coffee Bean & Tea Leaf
iii. The Connoisseur Concerto (tcc)
iv. Dimbulah Coffee
v. Coffee Club
vi. Costa Coffee

7. “Cinemas” is defined as transactions made at all cinemas in Singapore, classified under the Merchant Category Code: 7832.

8. “Bars & Entertainment” is defined as transactions made at drinking establishments (alcoholic beverages), bars, taverns, cocktail lounges, nightclubs and discotheques in Singapore, classified under the Merchant Category Code: 5813.

9. The 5% cash rebates on Cafes, Cinemas, Bars & Entertainment is awarded for transactions made from 0000 Hour on Friday to 2359 Hour on Sunday (Singapore Time).

10. The 3% cash rebates on Cafes, Cinemas, Bars & Entertainment is awarded for transactions made from 0000 Hour on Monday to 2359 Hour on Thursday (Singapore Time).

11. The 3% cash rebates for NETS FlashPay ATU transactions is awarded for up to two top-ups per month (capped at S$3).

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[3] *With effect from 1 October 2017, Clause 3l, m and n will be amended to read as follows:*
l. Payments made to Cleaning, Maintenance and Janitorial Services;
m. Payments to Real Estate Agents and Managers-Rentals; and
n. Any other transactions determined by OCBC from time to time.

12. ATU transactions are defined as automatic top-ups on the NETS Flashpay function charged to your FRANK credit card. The amount for each automatic top up is fixed at S$50 per transaction and may not be changed.

13. The total cash rebates that FRANK Credit Cardmembers will receive are capped at S$60 based on the posted transactions in a calendar month for each Principal Cardmember. The cash rebates earned by both Principal and Supplementary Credit Cardmembers will be aggregated and credited to the Principal Cardmember's Credit Card account and reflected in the next month's billing statement.

14. Cash rebates are computed based on 2 decimal places per transaction without any rounding up.

15. If a Principal Cardmember's Card Account is terminated for any reason (whether by OCBC or the Principal Cardmember), both Principal and Supplementary Cardmembers will forthwith be disqualified from participating in the Cash Rebates Rewards Programme and any accumulated rebates shall be automatically forfeited; such rebates shall not be transferable to any other card account.

16. If a Supplementary Card is terminated for any reason, the Principal Cardmember will still be eligible to participate in the Cash Rebates Rewards Programme.

17. Any retail transactions charged to the Card but have yet to be posted to the Card Account will not be taken into account in the computation of cash rebates to be awarded.

18. Cash rebates awarded by OCBC in respect of the reversed retail purchases will be deducted from the cash rebates computed for the following month spend. Any cash rebates deducted due to reversed transactions will be reflected in the Billing Statement of the following month.

19. We may retract, deduct and/or re-compute any cash rebates awarded for whatsoever reasons (including without limitation, if (a) there are any reversed transactions, (b) there are any abnormal transactions deemed/determined as such at our absolute discretion, (c) you fail to effect due payment for the Card Transactions or (d) the Card account is terminated by you or OCBC for any reason).

20. Any cash rebates awarded will be reflected in the Billing Statement provided on a monthly basis. The cash rebates will automatically be applied to pay part of the billed amount for that month. We reserve the right to replace the cash rebates with another item or kind of reward as we may determine without giving any reason or notice at any time and from time to time.

21. We reserve the right at any time without giving any reason or notice to you to deduct, withdraw or cancel any cash rebates awarded to you without liability. You will not be entitled to any payment or compensation whatsoever in respect of such deduction, withdrawal or cancellation.

22. We may, at our sole discretion and without giving any reason or notice, suspend the Card at any time.

23. The award and crediting of cash rebates to your Card Account will be entirely at our discretion and we shall not be liable or responsible for any loss or damage suffered or incurred by you arising from or in connection with the cash rebates and/or the Card. Our decision on all matters relating to or in connection with the Card (including the cash rebates rewards programme) shall be final and binding on you.

24. In the event of any inconsistency between these Terms & Conditions and any brochure, marketing or promotional material relating to the Card, these Terms & Conditions shall prevail.

25. We have the right to end this programme or change any terms and conditions (including but not limited to the cash rebates and eligibility criteria) without giving any reason or notice at any time and from time to time.

26. You allow us to reveal information about you or your account to any person (including the people involved in organising, promoting and carrying out promotions and/or this programme as we see fit.

27. The laws of Singapore apply to these terms and conditions, and any disputes between you and us will be dealt with in the courts of Singapore. Under the Contracts (Rights of Third Parties) Act (Cap 53B), a person who is not a party to any agreement governed by these terms and conditions does not have the right to enforce any of these terms and conditions.

Updated as of 31 August 2017

Terms and conditions for NETS FlashPay

I am aware that the credit card comes with the NETS FlashPay stored value facility held and operated by Network for Electronic Transfers (Singapore) Pte Ltd. I give you my permission to share information about me or my account as you consider appropriate to NETS, Visa, MasterCard or other persons as may be necessary for the usage of the stored value facility.

By applying for this card, I have agreed to be registered to the NETS FlashPay Auto Top-up (ATU) facility. The NETS FlashPay ATU facility will automatically top up my card value when there is an insufficient value on my card when making payment transactions for MRT/LRT fare, SMRT/SBST Buses fare, ERP and EPS (CEPAS-enabled car parks only).You will charge the amount to the card, when top-up is performed on the principal card or each supplementary card at a later date. The automatic top-up value is set at $50 and may not be changed. All the refunds will be done via the regular Bank scheme refunding.

I agree to, and will use the card according to, the terms of "NETS Terms and Conditions Governing the Use of NETS FlashPay" and "NETS' Terms and Conditions Governing the Use of the NETS ATU Facility for the Bank Scheme Card" (available at https://www.nets.com.sg/atu-bank-tnc).