

TERMS AND CONDITIONS GOVERNING FRANK CREDIT CARD (with effect from 1 Sep 2020)

The following terms and conditions and any other rules, procedures or instructions which we may issue from time to time (collectively "Terms and Conditions") shall apply to the FRANK Credit Card (the "Card").

These Terms and Conditions together with the terms of the OCBC Cardmembers Agreement (as may be amended, modified and supplemented by OCBC Bank from time to time) shall govern and apply to the FRANK Credit Card. In the event of any conflict or inconsistency between these Terms and Conditions and the OCBC Cardmembers Agreement, these Terms and Conditions shall prevail in so far as they relate to the FRANK Credit Card.

All terms and references used in these Terms and Conditions and which are defined or construed in the OCBC Cardmembers Agreement but are not defined or construed in these Terms and Conditions shall have the same meaning and construction in these Terms and Conditions.

1. FRANK Credit Card Programme

(a) The FRANK Credit Card ("Card") is a card bearing the name VISA and/or the service mark of VISA issued by Oversea-Chinese Banking Corporation Limited ("OCBC Bank") which comes with the following features:

- (i) **6% cashback on online transactions** (refer to Clause 3(a)), capped at S\$25
- (ii) **6% cashback on in-store mobile contactless and foreign currency transactions made in-store** (refer to Clauses 3(b) and 3(c)), capped at S\$25
- (iii) **0.3% cashback on all other eligible spend**, capped at S\$25

(b) The maximum cashback that one Principal Card Account can earn in any calendar month is S\$75.

(c) To be eligible for the above cashback, cardmembers must spend a minimum of S\$600 based on eligible transactions posted in the same calendar month on the FRANK Credit Card (the "Minimum Spend Requirement"). Transactions set out in Clause 2 below are excluded. Principal and Supplementary cardholders spending are consolidated under the Principal Card Account.

(d) If the Minimum Spend Requirement is not met in the same calendar month, Cardmembers will earn 0.3% cashback on all eligible spend.

2. Minimum Spend Requirement and Cashback Exclusions

(a) The following transactions will not be counted towards the Minimum Spend Requirement or awarded Cashback:

- (i) Annual card fees, Cash-On-Instalments, Instalment Payment Plan, PayLite, tax payments, interest, late payment charges, cash advances, balance transfers, bill payments made via Internet Banking, AXS or SAM network, and other fees and charges;

(ii) Transactions made with the following Merchant Category Codes (“MCCs”):

MCC	Description
4784	Tolls and Bridge Fees
4829	Wire Transfer Money Orders (WTMOs)
4900	Utilities – Electric, Gas, Water, and Sanitary
5199	Nondurable Goods (Not Elsewhere Classified)
5960	Direct Marketing – Insurance Services
5993	Cigars Stores and Stands
6010	Financial Institutions – Manual Cash Disbursements
6012	Financial Institutions – Merchandise, Services, and Debt Repayment
6051	Quasi Cash–Merchant (Non-Financial Institutions – Foreign Currency, Non-Fiat Currency, Cryptocurrency)
6211	Securities–Brokers and Dealers
6300	Insurance Sales, Underwriting, and Premiums
6513	Real Estate Agents and Managers
6540	Non-Financial Institutions – Stored Value Card Purchase/Load
7349	Cleaning, Maintenance and Janitorial Services
7523	Parking Lots, Parking Meters and Garages
7995	Gambling - Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting, and Wagers at Race Tracks
8062	Hospitals* *Transactions to Singapore Government Public Hospitals including Non-Profit Hospitals, Community Hospitals and Polyclinics under the MCC 8062.
8211	Elementary and Secondary Schools
8220	Colleges, Universities, Professional Schools, and Junior Colleges
8241	Correspondence Schools
8244	Business and Secretarial Schools
8249	Vocational and Trade Schools
8299	Schools and Educational Services (Not Elsewhere Classified)
8398	Charitable Social Service Organizations
8651	Political Organizations
8661	Religious Organizations
8675	Automobile Associations
8699	Membership Organizations (Not Elsewhere Classified) <i>For example – art clubs, historical clubs, labor unions</i>
9211	Court Costs Including Alimony and Child Support
9222	Fines
9223	Bail and Bond Payments
9311	Tax Payments
9399	Government Services–Not Elsewhere Classified
9402	Postal Services–Government Only
9405	Intra-Government Purchases–Government Only

- (b) For the avoidance of doubt, transactions listed below are not eligible for cashback:
- (i) Any top-ups or payment of funds to prepaid accounts and merchants who are categorized as “payment service providers” (including but not limited to GrabPay, Youtrip, and Singtel Dash);
 - (ii) Payments of membership fees to clubs and associations (including country clubs);
 - (iii) NETS Flashpay Top-ups, Ez-Link Top-ups and Transit Link related transactions
- (c) MCCs are assigned by payment card organisations (e.g. Visa, MasterCard, American Express), which OCBC Bank has no discretion over. A merchant’s registered MCC may not always correspond with its nature of business. As such, OCBC Bank shall not be liable in any way whatsoever for the awarding of any cashback or the payment of any compensation to any Cardmember for any losses, liabilities, expenses or claims suffered or incurred by any such Cardmember if a relevant merchant classifies its universal merchant category code inaccurately, thereby causing the inability of OCBC Bank to award any cashback to any Cardmember.

3. 6% Cashback

(a) Online

- (i) “Online” transactions are defined as transactions made via the internet based on system indicators processed by the merchant and their banker, and are passed to OCBC Bank when the transactions are posted to the Card.

(b) In-store Mobile Contactless

- (i) “Mobile Contactless” transactions are defined as transactions made via Apple Pay, Samsung Pay, Google Pay, Fitbit Pay and Garmin Pay (or other payment or mobile wallet services as OCBC Bank may determine from time to time at its sole discretion).
- (ii) For the avoidance of doubt, online transactions made via Apple Pay, Samsung Pay, Google Pay, Fitbit Pay and Garmin Pay will not be eligible to receive any cashback under the “In-store Mobile Contactless” category. These transactions will receive the cashback under the “Online” category.

(c) Foreign Currency Transactions Made In-store

- (i) “Foreign Currency transactions made in-store” are defined as transactions charged in non-SGD currency, performed face-to-face using the physical card.
- (ii) For the avoidance of doubt, all online transactions in foreign currency will not be eligible to receive any cashback under the “Foreign Currency Transactions Made In-store” category. These transactions will receive the cashback under the “Online” category.

4. Other Conditions for cashback

- (a) Cashback earned will be credited into the Principal Cardmember’s card account in the following month based on posted transaction and will be reflected in the Billing Statement provided on a monthly basis. Cashback earned by a Supplementary Cardmember will be credited to the Card Account of the Principal Cardmember.

- (b) Cashback is credited based on 2 decimal places without any rounding.
- (c) If a Principal Cardmember's Card Account is terminated for any reason (whether by OCBC Bank or the Principal Cardmember), both Principal and Supplementary Cardmembers will forthwith be disqualified from participating in the FRANK Credit Card Cashback Programme and any accumulated cashback shall be automatically forfeited; such cashback shall not be transferable to any other card account.
- (d) We reserve the right to vary the percentage of the cashback or revise the minimum spend required without notice at any time or from time to time.
- (e) Purchases charged to the Card but yet to be posted to the Card Account will not be taken into account in the computation of cashback to be awarded.
- (f) Refunded transactions will be deducted from the Minimum Spend Requirement taken into consideration for the computation and award of Cashback.
- (g) OCBC Bank reserves the right at any time without giving any reason or notice to the Cardmember to claw-back, deduct, withdraw or cancel any Cashback or other rewards/rebates awarded to the Cardmember for any reason whatsoever, and without any liability to the Cardmember.
- (h) OCBC Bank reserves the right at any time without giving any reason or notice to the Cardmember to debit, charge and/or deduct from any of the Cardmember's accounts with OCBC Bank and/or demand the Cardmember to repay or compensate to OCBC Bank, the monetary value equivalent of any Cashback or other rewards/rebates awarded to the Cardmember, for any reason whatsoever, and without any liability to the Cardmember. Further, if any Cardmember wishes to close his/her Card Account but such Card Account has an insufficient or negative Cashback (or such other reward/rebate) balance for any reason whatsoever, OCBC Bank reserves the right to debit, charge and/or deduct from any of the Cardmember's accounts with OCBC Bank, and/or demand the Cardmember to repay or compensate to OCBC Bank, the monetary value equivalent of the amount of Cashback (or such other reward/rebate) in deficit.
- (i) No person shall be entitled to any payment or compensation whatsoever in respect of any claw-back, deduction, withdrawal or cancellation of any Cashback or other rewards/rebates awarded to the Cardmember or any debit, charge or deduction or demand for the monetary value equivalent of any Cashback (or such other reward/rebate), made by OCBC Bank, for any reason whatsoever.
- (j) The crediting cashback to Cardmember's Card Account will be entirely at OCBC Bank's discretion and OCBC Bank shall not be liable or responsible for any loss or damage suffered or incurred by any Cardmember in connection with the Card.
- (k) OCBC Bank's decision on all matters relating to or in connection with the Card (including the Scheme) shall be final and binding on all Cardmembers.

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.

5. Card Designs

(a) By applying for the FRANK Credit Card, I accept and agree:

- (i) not to publish, modify, adapt, duplicate, reproduce, distribute or create any derivative work from any card designs (including any artwork, logos, trademarks and/or designs contained therein) (the “**Card Designs**”) without the prior written consent of OCBC Bank, regardless of whether such Card Designs are currently in circulation or which are no longer in circulation but otherwise available in the public domain;
- (ii) that the Card Design is provided to me only for the purpose of using the Card, and all intellectual property rights in and to the Card Design remains with OCBC Bank and/or its licensors’. Accordingly, I shall not use the Card Design for any purpose, or in any manner, other than for the sole purpose of using the FRANK Credit Card;
- (iii) that OCBC Bank shall not be responsible or liable for, and to absolve OCBC Bank from, all actions, proceedings, liabilities, losses, damages, claims, demands and expenses and including all legal costs (on a solicitor and client basis) and other costs, charges and expenses of any nature of description, arising out of or in connection with any action or omission by me in relation to any Card Design, including but not limited to any breach of Clause 5(a) above;
- (iv) that OCBC Bank may terminate, discontinue or withdraw the use or availability of any Card Design(s) at any time without notice or liability to me;
- (v) that OCBC Bank may vary the Card Design fee (if any) of any card at any time and from time to time and will not refund nor return the difference between the Card Design fee previously paid by me and the revised Card Design fee; and
- (vi) that OCBC Bank reserves the right to select any Card Design for me in the event that a Card Design is not selected, indicated or stated clearly in my application form, replacement form or Card Design request form.

(b) Notwithstanding any selection, indication or choice of any Card Design made by you, OCBC Bank shall have the right to select and choose any Card Design for you (whether for a new or existing Card), and to request for the return of your existing Card (if any), without any prior notice to you.

6. Amendments

We may vary, add, delete, amend or modify any one or more provisions in these Terms and Conditions at any time and from time to time without notice. You are deemed to accept and are bound by such variations, additions, deletions, amendments and/or modifications if you do not terminate the use of the Card.

7. Rights of third parties

A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act Cap 53B to enforce any of these Terms and Conditions.

8. Governing law and jurisdiction clause

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore, and you irrevocably submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.