

V280825

Terms and Conditions Governing OCBC FRANK Debit Card

The following terms and conditions and any other rules, procedures, or instructions which we, OCBC Bank, may issue from time to time (collectively known as “**Terms and Conditions**”) shall apply to the OCBC FRANK Debit Card.

1. General Terms

- 1.1 The OCBC FRANK Debit Card is governed by the OCBC Debit Cardmembers Agreement and the Terms and Conditions, as may be amended, modified and supplemented by OCBC from time to time.
- 1.1 All terms and references used in the Terms and Conditions, and which are defined or construed in the OCBC Debit Cardmembers Agreement but are not defined or construed in the Terms and Conditions, shall have the same meaning and construction in the Terms and Conditions.

2. Base Cashback

- 2.1 You will earn a prevailing cashback (“**Base Cashback**”) at selected merchants as stated under Clause 6, credited into an eligible primary account that is linked to the OCBC FRANK Debit Card pursuant to Clause 2.2; truncated to 2 decimal places, as determined by us from time to time, in our sole and absolute discretion
- 2.2 Base Cashback will be credited into the primary account linked to your OCBC FRANK Debit Card in the following month from the dates the eligible transactions are posted.
- 2.3 The latest prevailing Base Cashback rate can be found at go.ocbc.com/frank. For avoidance of doubt, OCBC Bank reserves the right to vary the Base Cashback rate in its sole and absolute discretion from time to time without prior notice.

3. Bonus Cashback

- 3.1 You may also earn an additional cashback (“**Bonus Cashback**”) on your OCBC FRANK Debit Card. For more details, please refer to the Terms and Conditions Governing OCBC FRANK Bonus Reward Programme (the “**Programme**”).
- 3.2 The Bonus Cashback is governed by the Terms and Conditions Governing OCBC FRANK Bonus Rewards Programme. All terms and references used in the Terms and Conditions, and which are defined or construed in the Terms and Conditions Governing OCBC FRANK Bonus Rewards Programme but are not defined or construed in the Terms and Conditions, shall have the same meaning and construction in the Terms and Conditions.

4. OCBC FRANK Debit Card

- 4.1 The OCBC FRANK Debit Card is a Card bearing the name VISA and/or the service mark of VISA issued by Oversea-Chinese Banking Corporation Limited (“OCBC Bank”) (including any substitution, replacements or renewals thereof) which comes with the following features:
 - I. Base and Bonus Cashback on eligible spending at selected dining places

- II. Base and Bonus Cashback on eligible spending at selected online merchants
- III. Base and Bonus Cashback on eligible spending at selected convenience stores
- IV. Base and Bonus Cashback on eligible spending at selected local transport services
- V. Base and Bonus Cashback on eligible spending at selected pharmacies
- VI. Base and Bonus Cashback on eligible spending on selected bills & subscriptions

4.2 The latest prevailing Base Cashback rate is as stated in Clause 2.3 above. The latest prevailing Bonus Cashback rate is governed under the Terms and Conditions Governing OCBC FRANK Bonus Rewards Programme.

4.3 There is no cap on the cashback that OCBC FRANK Debit Card Cardmembers (“Cardmembers”) can earn from their transactions at the selected merchants listed in Clause 6 below, at the aforementioned rates.

5. Cashback Exclusions

5.1 The following transactions will not be awarded Base or Bonus Cashback:

- I. Annual card fees, tax payments, interest, late payment charges, 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	MCC Description
4784	Tolls and Bridge Fees
4829	Wire Transfer Money Orders (WTMOs)
5047	Medical, Dental, Ophthalmic and Hospital Equipment and Supplies
5199	Nondurable Goods (Not Elsewhere Classified)
5262	Marketplaces (only for Shopee Pay)
5960	Direct Marketing – Insurance Services
5993	Cigars Stores and Stands
6010, 6012	Member Financial Institution– Manual Cash Disbursements/ Merchandise and Services
6051	Quasi Cash–Merchant (Non-Financial Institutions – Foreign Currency, Non-Fiat Currency, Cryptocurrency)
6211	Securities–Brokers and Dealers
6300	Insurance Sales, Underwriting and Premiums
5960	Direct Marketing Insurance Services
6513	Real Estate Agents and Managers
6540	Non-Financial Institutions – Stored Value Card Purchase/Load
7349	Cleaning, Maintenance and Janitorial Services

7523	Automobile Parking Lots and Garages
7995	Gambling - Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting, and Wagers at Race Tracks
8062	Hospitals
8211, 8220, 8241, 8244, 8249, 8299	Schools, Elementary and Secondary / Colleges, Universities, Professional Schools and Junior Colleges / Schools, Correspondence / Schools, Business and Secretarial / Schools, Trade and Vocational / Schools And Educational Services–Not Elsewhere Classified
8398, 8661	Charitable/Religious Organizations
8651	Political Organizations
8675	Automobile Associations
8699	Membership Organizations (Not Elsewhere Classified) For example – art clubs, historical clubs, labor unions
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

III. In addition, for the avoidance of doubt, transactions listed below are not eligible for any cashback with the OCBC FRANK Debit Card :

- a. Any top-ups or payment of funds to prepaid accounts and merchants who are categorised as “payment service providers” (including but not limited to GrabPay, Youtrip, Shopee Pay and Singtel Dash);
- b. NETS FlashPay Top-ups, Ez-Link top-ups and Transit Link top-ups.
- c. NETs and PayNow QR transactions

The aforesaid exclusions are not exhaustive and may be subject to changes from time to time. OCBC Bank has the absolute discretion to determine whether any transaction is eligible to be awarded cashback and whether any prepaid account or merchant is considered a “payment service provider”.

5.2 MCCs are assigned by payment card organisations (e.g. Visa, MasterCard, American Express), for which OCBC Bank has no discretion over. A merchant’s registered MCC may not always correspond with the nature of its 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.

6. Cashback

6.1 Selected Dining Establishments

- I. Cashback is awarded for transactions made at any of the following dining establishments under MCC 5812, 5814 in Singapore dollars:

Category (MCC 5812, 5814)	Merchant
Fast Food	McDonald
	KFC
	Subway
	Wingstop
	Burger King
	Popeyes
	Mos Burger
	Shake Shack
	4 Fingers
	Long John Silvers
Food Delivery	Food Panda
	Deliveroo
Food Court	Kopitiam
	Koufu
Coffee Places	Starbucks
	Coffee Bean
	Luckin Coffee
Bubble Tea	Liho
	Chicha San Chen
	PlayMade
	Koi
	HeyTea
	I Love Taimei
	Chagee

- II. For the avoidance of doubt, transactions charged in non-SGD currency under this category will not be awarded cashback.

6.2 Selected Online Merchants

- I. Cashback is awarded for transactions made at any of the following online merchants in Singapore dollars:
- Shopee
 - Taobao
 - Tiktok Shop
 - Lazada
 - Shein
- II. “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.

6.3 Selected Convenience Store

- I. Cashback is awarded for transactions made at any of the following convenience stores under

MCC 5499 in Singapore dollars:

- Cheers
- 7-Eleven

- II. Notwithstanding anything to the contrary, spend incurred with any Esso-Cheers and Shell 7-Eleven will not qualify under this category.
- III. For the avoidance of doubt, transactions charged in non-SGD currency under this category will not be awarded Cashback.

6.4 Selected transport merchants

- I. Cashback is awarded for transactions made with merchants classified under Visa MCC 4111 (public transport including bus and MRT) and 4121 (Taxicabs and Limousines). Transactions made under MCC 4121 must be incurred with any of the following transport merchants in Singapore dollars:
 - Comfort and CityCab
 - Grab
 - Go-Jek
 - TADA
- II. For the avoidance of doubt, spend incurred:
 - in non-SGD currency under this category; and/or
 - in relation to payments made to top up any stored value, prepaid products or digital wallet provided by the aforementioned transport merchants will not be recognized; and/or

6.5 Transactions made at selected pharmacies

- I. Cashback is awarded for transactions made at any of the following pharmacies under MCC 5499, 5912 in Singapore dollars:
 - Watsons
- II. For the avoidance of doubt, transactions charged in non-SGD currency under this category will not be awarded cashback

6.6 Transactions made in digital lifestyle merchants

- I. Cashback is awarded for transactions made at any of the following digital lifestyle merchants under the following MCCs and name in Singapore dollars:

Category	Merchant
Streaming (MCC 4899)	Netflix
	Spotify
Recreation (MCC 4814)	Anytime Fitness
	ClassPass

Telecommunications (MCC 7997)	Singtel
	Starhub
	M1
	Circles
	Gomo
	MyRepublic
	Giga

- II. For the avoidance of doubt, transactions charged in non-SGD currency under this category will not be awarded cashback, with the exception of Spotify.

7. Other Conditions for Cashback

- 7.1 Cashback amounts will be truncated to two decimal places.
- 7.2 If the Cardmember's Card Account is terminated for any reason (whether by OCBC Bank or the Cardmember), any accumulated Cashback shall be automatically forfeited; such Cashback shall not be transferable to any other Card Account.
- 7.3 Purchases charged to the Card on a relevant calendar month but yet to be posted to the Card Account within that particular calendar month will not be taken into account in the computation of rebates to be awarded.
- 7.4 OCBC Bank may retract, deduct and/or re-compute any cashback awarded if any Cardmember abuses the cashback programme, as deemed fit by OCBC Bank, or if the Card Account is terminated by a Cardmember or OCBC Bank.
- 7.5 We reserve the right to replace the Cashback with another item or kind of reward as we may determine without notice at any time or from time to time.
- 7.6 OCBC Bank reserves the right at any time without giving any reason or notice to the Cardmember to clawback, 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.
- 7.7 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 account 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.
- 7.8 No person shall be entitled to any payment or compensation whatsoever in respect of any clawback,

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.

- 7.9 We may, at our sole discretion and without notice, suspend the Card, the cashback programme and/or the Programme at any time and without providing any reason whatsoever.
- 7.10 The crediting of 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.
- 7.11 OCBC Bank's decision on all matters relating to or in connection with the Card (including the Programme) shall be final and binding on all Cardmembers.

8. Card Design

8.1 By applying for the OCBC FRANK Debit Card, you 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. No title, license, right or interest over any Card Design (and/or any intellectual property right or other proprietary right subsisting therein) shall be deemed to be granted to you, and you shall comply with any instructions, guidelines and/or restrictions relating to such use of the Card Design as may be prescribed by OCBC Bank from time to time. You agree not to use the Card Design for any purpose, or in any manner, other than for the sole purpose of using the 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 you in relation to any Card Design, including but not limited to any breach of Clause 8.1(i) 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 you;
- (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 you and the revised Card Design fee; and
- (vi) that OCBC Bank reserves the right to select any Card Design for you in the event that a Card Design is not selected, indicated or stated clearly in your application form, replacement form or Card Design request form.
- (vii) that the provision of any Card Design(s) is subject to availability and is at OCBC Bank's sole and absolute discretion.

8.2 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(s) for you and/ or replace any Card Design you have selected (whether for a new or existing Card), and to issue you with a Card bearing this replacement Card Design or to request for the return of your existing Card (if any), without any prior notice to you,

at OCBC Bank's sole and absolute discretion.

9. General

- 9.1 The decision of OCBC Bank on all matters relating to the OCBC FRANK Debit Card, and the matters set out in these Terms and Conditions shall be final and binding.
- 9.2 OCBC Bank shall not be liable in any way for any loss of profits, business, goodwill or opportunity or indirect, special or consequential loss or damages which you or any other person may suffer or incur in connection with OCBC Bank giving effect to and to carrying out the instructions in any way whatsoever and (without prejudice to the generality of the foregoing) whether arising from fraud, negligence, breach of contract, strict liability or otherwise by OCBC Bank or its officers, employees and agents. You agree that OCBC Bank will not be liable for any failure, delay, mistake, refusal, neglect or omission in the transmission of any instructions or the making of any payment under the same.
- 9.3 You hereby irrevocably and unconditionally undertake to fully indemnify OCBC Bank and all its employees, nominees, directors and agents and hold OCBC Bank harmless against all losses, damages, liabilities, costs and expenses which OCBC Bank may suffer or incur (including legal costs on a full indemnity basis) as a result of OCBC Bank acting or carrying out, delaying in acting or carrying out or failing to act or carry out any instructions pursuant to the Terms and Conditions.
- 9.4 You agree that OCBC Bank may use any agent, contractor or correspondent as OCBC Bank may deem fit to carry out or procure any of the matters or transactions under this application and OCBC Bank shall not be liable for any act, omission, neglect or willful default of such agent, contractor and/or correspondent.
- 9.5 The Terms and Conditions shall be read in conjunction with the OCBC Bank's Terms and Conditions Governing Deposit Accounts, Terms and Conditions Governing Electronic Banking Services, Terms and Conditions Governing OCBC Electronic Statements, OCBC Debit Cardmember's Agreement which are available for viewing at www.ocbc.com and at any OCBC branch. In the event of any inconsistency between the Terms and Conditions on one part and the foregoing terms and conditions or any other terms and conditions on the other part, the Terms and Conditions shall prevail.
- 9.6 In the event of any inconsistency between the Terms and Conditions and any brochure, marketing or material relating to the OCBC FRANK Debit Card, the Terms and Conditions shall prevail.
- 9.7 OCBC Bank may at any time at its absolute discretion, without notice or assignment any reason therefore, delete, vary or supplement, any one or more of these conditions in such manner as OCBC Bank shall think fit. 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.

- 9.8 OCBC Bank shall not, to the extent permitted by law, be liable for any claims, costs, expenses, loss or damage suffered by any person as a result of the aforementioned matters set out in the Terms and Conditions.
- 9.9 The Terms and Conditions shall be governed by the laws of Singapore. You hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
- 9.10 A person who is not a party to the Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any terms and conditions.