

## AMAZE CARDS TERMS AND CONDITIONS

### 1. THE AMAZE CARD

- 1.1 The Amaze Card is a MasterCard (the “**Network**”) debit card issued by NIUM PTE. LTD. (“**NIUM**”), a major payment institution licensed by the Monetary Authority of Singapore to such person as and approved by NIUM in writing from time to time (“**You**” or “**Your**”).
- 1.2 Notwithstanding clause 1.1, the Amaze Card remains the property of NIUM at all times and may be recalled or replaced by NIUM at any time in NIUM’s absolute discretion.
- 1.3 Activation of the Amaze Card constitutes Your acceptance and agreement to be bound by these terms and conditions.

### 2. ELIGIBILITY

- 2.1 You must satisfy any other due diligence checks conducted by NIUM to be eligible for the Amaze Card.
- 2.2 Notwithstanding clause 2.1, NIUM may, in its sole discretion and without having to assign any reason, refuse to issue the Amaze Card to You or to recall, suspend or terminate the Amaze Card that has been issued to You.
- 2.3 Your Amaze Card shall be valid for the period stated on the Amaze Card (“**Validity Period**”). Renewal or replacement of the Amaze Card will be at NIUM’s sole discretion.
- 2.4 You shall deliver or cause to be delivered to NIUM such information as NIUM may reasonably request including but not limited to documents and/or information regarding Your financial affairs and/ or identity. You represent and warrant that all information provided by You or any third party on Your behalf is accurate in all material respects and You will not omit or withhold any information which would make such information inaccurate in any material respect.

### 3. SCOPE OF USE

- 3.1 No one else but You may use the Amaze Card for personal purposes during the Validity Period in accordance with applicable laws, the Network rules and these terms and conditions.
- 3.2 You may use the Amaze Card to make payments for goods and services at merchants who accept MasterCard debit cards for payments.
- 3.3 You are fully responsible for ensuring that You only make payments to persons or entities in connection with commercial transactions in compliance with any applicable laws and regulations. At no time and under no circumstances shall You use the Amaze Card in connection with any activities listed in Appendix A or any other illegal activities including but not limited to Sanctions, money-laundering, fraud and the funding of terrorist organisations. If you are in doubt as to the legality of a supply or purchase, You should not continue with such payment. “**Sanctions**” refers to any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or

enforced from time to time by: (i) the Monetary Authority of Singapore; (ii) the European Union; (iii) the United Nations; or (v) any other relevant sanctions authorities.

### 4. CASH WITHDRAWAL

- 4.1 You may not use the Amaze Card to make cash withdrawal. via any ATM within or outside of Singapore.

### 5. THE LINKED THIRD PARTY PAYMENT CARDS

- 5.1 You can link up to five (5) credit or debit cards issued by any financial institution in Singapore and approved by NIUM to Your Amaze Card (each a “**Payment Card**”).
- 5.2 You represent and warrant that You are the legal owner of each Payment Card linked to the Amaze Card and you shall not link any third party Payment Card to Amaze save with the prior written approval of NIUM.

### 6. INSTAREM APP

- 6.1 Your use of the Amaze Card is facilitated by the mobile application developed and hosted by NIUM (“**Instarem APP**”).
- 6.2 NIUM hereby grants You a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Instarem APP in accordance with applicable laws, and these terms and conditions for the sole purpose of facilitating Your use of the Amaze Card until such time Your Amaze Card has been terminated pursuant to these terms and conditions.
- 6.3 The use of the Instarem APP is subject to these terms and conditions and any other rules and policies imposed by any Appstore provider or operator that makes available the Instarem APP to You.
- 6.4 NIUM may at Our sole discretion update the Instarem APP from time to time. During such time, You may not be able to access the Instarem APP and You may be required to update Your device’s browser to the latest version after such update.
- 6.5 You shall be solely responsible, at your own cost and expense, for obtaining, installing and maintaining such suitable device, software, and communication means as may be required to use the Instarem APP.
- 6.6 You authorise NIUM to accept, rely and act upon any Instruction received from You. Where NIUM receives any Instruction from a person using an Access Details (as defined below), NIUM shall be entitled to treat such Instruction as having been received from You. NIUM is under no obligation to check the authenticity or accuracy of any Instruction or data received from You and shall not be liable for any Losses incurred or suffered by You or any person for complying with such instruction.
- 6.7 Prior to submitting an Instruction to NIUM, You shall ensure that all information contained in the Instruction is complete and accurate. If You subsequently learn of any error in the Instruction, You must immediately notify NIUM in writing.



- 6.8 If You fail to provide a timely, accurate and complete Instruction, NIUM may be unable to process such Instruction or may have to delay the processing of such Instruction. NIUM shall not be liable for any Losses incurred or suffered by You or any person as a result of such delay or failure in processing such Instruction.
- 6.9 NIUM may, at its sole discretion, without providing any explanation or liability, refuse to act upon any Instruction received from You.
- 6.10 You are responsible for maintaining Your own records related to any transactions and for reconciling such records against any entries made available on the Instarem APP. You must notify NIUM promptly, and in any event, no later than seven (7) days after any unauthorised, incorrect, disputed entry is entered on the Instarem APP. Following the expiry of this period, any such entry in the Instarem APP shall be deemed as agreed.

## 7. CHARGES

- 7.1 NIUM may charge and debit from Your Card from time to time, all fees and charges applicable to Your Card including but not limited to, service fee for the maintenance of Your Card and/or in relation to any other service request, administrative fee for replacement and/or production of documents, cancellation fee in connection with any reversal of service request or nonfulfilment of merchant reservations, transaction fee for foreign currency transactions and/or goods and services tax imposed on or payable in respect of any goods and services. You may contact NIUM for information on for specific fees and charges applicable to Your Card.
- 7.2 NIUM has the sole discretion to supplement, revise or waive any applicable fees and charges payable under Your Card, without notice or reason. NIUM may notify You of such changes which shall take effect on the date specified in the notice. Should You retain or use the Card after the specified date, You shall be deemed to have accepted such changes.

## 7A. CASHBACK

- 7A.1 You shall be eligible for a 1% cashback, on the total Transaction value processed every quarter, if You fulfil the following conditions:
- (a) Your minimum total cumulative spending on Your Amaze Card for the quarter, vis-à-vis Eligible Transactions (as defined in clause 7A.5 below), is SGD500.00 or more; and
  - (b) You must be in possession of a valid Amaze Card on the Cashback Payout Day (as defined in clause 7A.3 below).
- 7A.2 The maximum cashback which You shall be entitled to is capped at SGD100.00 every quarter.
- 7A.3 Payment of cashback shall be made to You on the 25<sup>th</sup> of the succeeding month after the end of every quarter ("**Cashback Payout Day**"). For the avoidance of doubt, and as an example, the cashback payable to You for the period between April to June shall be made on the 25<sup>th</sup> of July.

- 7A.4 Cashback payments, if any, shall be credited into Your Amaze Wallet.
- 7A.5 Eligible Transactions for the purpose of this clause 7A refer to all settled transactions transacted by you through your Amaze Card. For the avoidance of doubt, Eligible Transactions does not include the following:
- (a) Transactions that have been subjected to refunds and chargebacks;
  - (b) Any transactions made by You to top-up other prepaid cards and/or virtual online accounts such as Grab Wallet;
  - (c) Any cash withdrawals; and
  - (d) Transactions which are below SGD5.00.

## 8. SECURITY OF THE INSTAREM APP AND AMAZE CARD

- 8.1 You shall at all times be solely responsible for the security of the Instarem APP and Amaze Card and for all transactions and charges incurred through the Instarem APP and the Amaze Card.
- 8.2 You must take all steps to safeguard the Instarem APP, the Amaze Card and any security related details ("**Access Details**") relating to the Instarem APP and the Amaze Card which at the minimum include all of the following:
- (a) updating Your device browser to the latest version available;
  - (b) patch Your device's operating system with regular security updates provided by the operating system provider;
  - (c) install and maintain the latest anti-virus software on Your device; and
  - (d) use strong passwords, such as a mixture of letters, numbers and symbols.
- 8.3 You undertake never to disclose Your Access Details to a third party. If You disclose any of Your Access Details to a third party, You will be liable for all losses incurred in connection with the Amaze Card.
- 8.4 You undertake to provide, and update NIUM from time to time to, with complete and accurate contact details.
- 8.5 You shall enable transaction notification alerts on any device used to receive transaction notifications from NIUM and You shall monitor all transaction notifications sent by NIUM.
- 8.6 If You have any indication or suspicion that the Access Details have been stolen, misappropriated, used without authorization or otherwise compromised, You must notify NIUM immediately. Any delay in or failure to notify NIUM promptly may result in You being liable for all transactions and losses incurred in connection with the Amaze Card.
- 8.7 NIUM may in its sole discretion screen all instructions given by You in relation to the Amaze Card before carrying out such instructions.

### 9. THE AMAZE CARD TRANSACTIONS

- 9.1 NIUM shall authorise a transaction only if NIUM receives an "authorised" response from the Payment Card selected by You for that particular transaction.
- 9.2 Notwithstanding clause 9.1, NIUM may, in Our sole discretion and without assigning any reason and without any liability to You, refuse to authorise any transaction.
- 9.3 You are deemed to have consented to all transactions made through the Amaze Card. You may not cancel any transaction after it has been authorised by NIUM. Any record of transaction made using the Amaze Card is conclusive evidence of the accuracy and authenticity of such record and shall be binding on You for all purposes.
- 9.4 If NIUM receives a transaction for processing in a currency other than the original currency of the Payment Card, we may convert such foreign currency into the Supported Currency at the applicable exchange rates as determined by NIUM on the date such transaction is processed by NIUM.

### 10. UNAUTHORISED USE AND LOSS OR THEFT OF THE CARD

- 10.1 You must suspend the Amaze Card via Instarem APP and notify NIUM immediately if any of the following events has occurred (each an "Unauthorised Transaction"):
- (a) the security of the Amaze Card has been compromised;
  - (b) the Amaze Card is lost or stolen;
  - (c) the Amaze Card is damaged or not working properly;
  - (d) the Amaze Card has been retained by an ATM; or
  - (e) any unauthorised transactions.
- 10.2 You shall provide the following information when requested by NIUM:
- (a) details of the Amaze Card;
  - (b) Your identification information;
  - (c) the type of authentication device, access code and device used to perform the Unauthorised Transaction;
  - (d) whether the Amaze Card, authentication device, or Access Details was lost, stolen or misused;
  - (e) the date and time of the loss or misuse and the date, time and method that the loss or misuse, was reported to the police;
  - (f) how You safeguard Your Access Details and whether You had disclosed the Access Details to a third party; and
  - (g) any other information about the Unauthorised Transaction known to You.

- 10.3 You must make a police report upon request by NIUM and provide a copy of such report to NIUM.

- 10.4 If You are not able to notify NIUM of an Unauthorised Transaction as soon as You became aware of such incident, You must provide NIUM with the reasons for the delayed report for example, it would be unreasonable for You to monitor a transaction notification during certain time or circumstances.

- 10.5 NIUM shall suspend the Amaze Card upon receipt of notification from You of a failure to do so in accordance with Clause 10.1 until appropriate measures are taken to replace the Amaze Card and/or restore security to the Amaze Card. NIUM may charge a fee to replace the Amaze Card or may refuse to replace the Amaze Card without liability to You or having to assign any reason.

- 10.6 You shall be liable for all transactions made via the Amaze Card prior to the notification. Any delay in or failure to notify NIUM immediately may result in You being liable for all transactions and losses incurred in connection with the Amaze Card.

- 10.7 All communications and notifications to NIUM in connection an Unauthorised Transaction shall be in accordance with Clause 19.2.

### 11. INVESTIGATION OF CLAIMS OF UNAUTHORISED TRANSACTIONS

- 11.1 Where NIUM receives any report of an Unauthorised Transaction from You ("**Relevant Claim**"), NIUM shall commence investigation and shall provide You with an electronic written report on the outcome and NIUM's assessment of the Unauthorised Transaction ("**Investigation Outcome**") within a reasonable period from the date NIUM was notified by and received sufficient information of the Relevant Claim (including any police report) from You.

- 11.2 While NIUM endeavours to resolve each Relevant Claim in a fair and reasonable manner, if You do not agree with the Investigation Outcome, you may either mutually agree with NIUM to resolve the Relevant Claim through some other dispute resolution procedure such as mediation or You may commence proceedings under Clause 23.

### 12. LIABILITY FOR UNAUTHORISED TRANSACTIONS

- 12.1 You are solely liable for all losses arising from any Unauthorised Transaction that occurs under the Amaze Card unless Clause 14.2 or any of circumstances described in clause 15.2 applies.

- 12.2 You shall not be liable for losses arising from any Unauthorised Transaction if such losses are due to any act or omission of:

- (a) NIUM or any of NIUM's employees, agents, outsourcing service provider ("**Representatives**") to provide the services in connection with the Amaze Card; or
- (b) any third party other than NIUM or the Representatives provided that the amount of

such loss does not exceed the amount prescribed by the PS Act, which currently stands at SGD1,000 and You have complied with Your security obligations and reporting obligations as set out in these terms and conditions.

### 13. REFUNDS AND CHARGEBACKS

- 13.1 If You wish to receive a refund after conducting a transaction with a merchant via the Amaze Card ("**Refunds**"), You should approach the merchant directly with Your request. If the merchant in its discretion decides to process Your request for Refunds, NIUM shall credit the Payment Card selected by You for that particular transaction after NIUM has received the Refunds amount from the Network.
- 13.2 If You wish to receive a refund from a merchant in respect of a disputed transaction ("**Chargebacks**"), NIUM may, in its sole discretion, file a formal dispute with such merchant on Your behalf provided You comply with NIUM's request for information and assistance (including providing NIUM with all relevant documents and in such format as requested by NIUM). If the Chargeback is resolved in Your favour by the Network, NIUM shall credit the Payment Card selected by You for that particular transaction upon NIUM's receipt of such amount from the Network. You acknowledge and agree that the decision of the Network regarding the validity and value of any Chargebacks is valid and binding. NIUM shall not be obliged to investigate or defend the validity and/or value of any Chargeback.
- 13.3 You acknowledge and agree that:
- any claim with respect to a Chargeback shall be extinguished unless it is raised to NIUM within 90 days from the date of transaction; and
  - any Refund or Chargebacks may be different to the amount originally processed on the Amaze Card due to exchange rates fluctuations or the amount received with respect to any Refunds or Chargebacks may only be a partial refund of the original amount; and
  - if any amount has been refunded or credited ("**Erroneous Amount**") into the Amaze Card by mistake due to whatever reason, such Erroneous Amount shall automatically be debited from the Amaze Card.

### 14. SUSPENSION AND TERMINATION

- 14.1 NIUM may suspend or terminate Your use of the Instarem APP and the Amaze Card at any time without assigning any reason upon notice to You.
- 14.2 You may suspend or terminate the Amaze Card at any time via the Instarem APP or by notifying NIUM in accordance with Clause 19.2.
- 14.3 Upon termination, Your access to the Amaze Card shall be disabled and You shall promptly return the Amaze Card to NIUM.
- 14.4 The rights conferred on NIUM under these terms and conditions shall survive termination.

### 15. PERSONAL DATA AND CONSENT TO DISCLOSURE

- 15.1 You agree that any information provided by You to NIUM or otherwise collected during the duration of Your use of the Amaze Card ("**Personal Information**") and any data derived from Your Personal Information may be disclosed to: (i) NIUM's Representatives; (ii) companies within the NIUM group of companies, and Representatives; (iii) third parties who process transactions submitted by merchants on the Network network; (iv) processors and suppliers NIUM or Network may engage; (v) the providers of services and benefits associated with the Amaze Card; (vi) consumer credit bureaus, collection agencies and lawyers; (vii) parties who accept the Amaze Card in payment for goods and/or services purchased by You; (viii) parties who distribute the Amaze Card; (ix) Network, the co-branded partner for the Amaze Card; (x) banks, financial institutions, government agencies, statutory boards or authorities in Singapore or elsewhere; (xi) anyone to whom NIUM may transfer contractual rights; and (xii) any other party approved by You or to whom NIUM consider it in necessary to make such disclosure for the purpose of performing our obligations or exploiting our rights under the terms and conditions.
- 15.2 You agree that NIUM may use Your Personal Information in accordance with its privacy policy, which is available at: <https://www.nium.com/privacy-notice/f>
- 15.3 NIUM 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 using the Amaze Card. If you wish to opt-out of receiving marketing information from NIUM, You may do so in accordance with clause 19.2.

### 16. INTELLECTUAL PROPERTY

- 16.1 You agree that the NIUM web-pages (including service marks, logos and trademarks), applications, process and systems, and deliverables produced by NIUM for purposes in connection with these terms and conditions (including without limitation, reports, compilations and databases in any and all media) and the Amaze Card (collectively, NIUM IP) are and shall remain the exclusive property of NIUM and are protected by copyright law or other intellectual property laws. You agree that no copyright or other intellectual property rights, title or interest, whether express or implied, in any of NIUM IP shall be acquired by You, except to the extent expressly contemplated in these terms and conditions. You shall not distribute, disclose, sell NIUM IP or permit use of NIUM IP by, any third party whether in whole or in part without the express written consent of NIUM. You shall not, directly or indirectly, copy, modify, decompile, disassemble, reverse engineer or otherwise attempt to derive or discern the source code or internal workings of NIUM IP. You may not: (i) reproduce any part(s) of NIUM IP in any form; (ii) create any derivative work based thereon; (iii)



incorporate the site into other websites, electronic retrieval systems, publications or otherwise.

## 17. INDEMNITY

17.1 You agree to indemnify, defend and hold harmless NIUM and its respective Representatives from and against any and all losses whatsoever and howsoever arising which NIUM may sustain, incur, suffer or pay in connection with these terms and conditions, Your use of the Amaze Card and any other services provided in related thereto.

## 18. EXCLUSION AND LIMITATION OF LIABILITY

18.1 NIUM makes no representations or warranties, express or implied, as to:

(a) the satisfactory quality, fitness for a particular purpose, no infringement and performance or otherwise of the Amaze Card and any other services provided in related thereto;

(b) any products and services provided by a Service Provider or any other third party and shall not be liable for (i) the delivery, quality, safety, legality or any other aspect of goods or services that You purchase from third party merchants using the Amaze Card; (ii) if certain merchants refuse to accept payments made via the Amaze Card.

18.2 To the extent permitted under applicable laws, NIUM shall not be liable to You for any damages or losses of any kind whatsoever (however arising, regardless of the nature of the claim or the form of cause of action) in connection with these terms and conditions, the Amaze Card and any other services provided in related thereto. You acknowledge and agree that the exclusion and limitation of liability in this section are reasonable having regard to all relevant factors, including the nature of the services provided and the allocation of risk and liability between the parties.

## 19. NOTICES

19.1 Notices may be provided to You in the English language by NIUM via (i) electronic mail, (ii) short message service ("SMS"), (iii) personal delivery or ordinary post to Your address last known to NIUM, (iv) through NIUM's website, the statement of account or any electronic medium determined by NIUM or (v) Instarem APP ("**Communication Mode**") and You consent and agree to receive notices via any of such Communication Mode. All notices in electronic format shall be considered to be "in writing," and shall be deemed to have been received by You no later than one (1) Business Day after posting or dissemination, whether or not You have actually received or retrieved such communication. NIUM reserves the right to provide notices in paper format. Your consent to receive notices electronically is valid until you revoke Your consent by notifying NIUM. If You revoke your consent to receive notices electronically, NIUM may terminate your right to use the Amaze Card, and You accept sole liability for any consequence resulting from such revocation of consent.

19.2 You may contact NIUM at any time via our chat support or the following contact details [\[insert email](#)

[address\]](#). Any notice given to NIUM shall be in the English language

## 20. VARIATIONS TO TERMS AND CONDITIONS

20.1 NIUM may vary the terms and conditions from time to time. Any amendments or variations shall come into effect upon NIUM publishing a revised version on the Instarem APP or NIUM publishing a revised version on NIUM website. Your continued use of the Amaze Card shall constitute acceptance of the revised terms and conditions. If You do not agree to the terms and conditions or any subsequent amendments, You should terminate the Amaze Card immediately in accordance with Clause 14.

## 21. ASSIGNMENT

21.1 Your use of the Amaze Card is personal to You and You may not assign any rights under these terms and conditions or the Amaze Card to any third party.

21.2 NIUM may assign and transfer any of its rights and obligations under these terms and conditions and in connection with the Amaze Card and the services related thereto to any third party without Your consent upon notice to You.

## 22. GOVERNING LAW AND JURISDICTION

22.1 The terms and conditions are governed by Singapore and You hereby irrevocably submit to the exclusive jurisdiction of the court of Singapore for all disputes arising from, as a result of or in connection with these terms and conditions ("Proceedings") and waive any objections to Proceedings in any court on the grounds that the Proceedings have been brought in an inconvenient forum. Such submission shall however not affect the right of NIUM to take Proceedings in any other jurisdiction and NIUM shall be at liberty to initiate and take actions or Proceedings or otherwise against You in Singapore and/or elsewhere as NIUM may deem fit, whether concurrently or not.

## 23. FORCE MAJEURE

23.1 Non-performance of NIUM shall be excused to the extent that performance is rendered impossible by strike, fire, flood, other natural disasters, governmental acts, acts of terror or orders or restrictions, failure of suppliers, market disturbance, or act of God, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing Party ("**Force Majeure Event**").

## 24. MISCELLANEOUS

24.1 Except by a person who is NIUM's assignee pursuant to clause 21.2 above, a person who is not a party to these terms and conditions shall not have any rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce any term of these terms and conditions.

24.2 In the event any provision or part of the terms and conditions is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire terms and conditions, will be inoperative.

- 24.3 Any delay in enforcing NIUM's rights under these terms and conditions or any waiver as to a particular default or other matter shall not constitute a waiver of NIUM's rights to the future enforcement of its rights under the terms and conditions, except with respect to an express written and signed waiver relating to a particular matter for a particular period of time.
- 24.4 NIUM is an independent contractor for all purposes and is in no way Your agent or trustee nor the agent or trustee of any person from which payments are received through the Amaze Card.

## 25 THIRD PARTY SERVICES

- 25.1 NIUM may from time to time introduce or facilitate access to certain Third-Party Services on Instarem APP. Any purchase, enabling, or engagement of Third-Party Services, including but not limited to implementation, customisation, consulting services, and any exchange of Personal Information between You and any Third-Party Service provider, is solely between You and the applicable Third-Party Service provider and is subject to the terms and conditions of such Third-Party Service provider. NIUM does not warrant, endorse or support Third-Party Services and is not responsible or liable for such Third-Party Services or any losses or issues that arise from Your use of such Third-Party Services. If You purchase, enable or engage any Third-Party Services, You agree and consent that NIUM may grant such Third-Party Services provider access to Your Personal Information as required for the interoperation of such Third-Party Services and any services provided by NIUM under these terms and conditions. You represent and warrant that Your use of any Third-Party Service signifies Your independent consent to the access and use of Your Personal Information by the Third-Party Service provider, and that such consent, use, and access is outside of NIUM's control. NIUM will not be responsible or liable for any disclosure, modification or deletion of Personal Information resulting from any such access by Third-Party Service providers. "Third-Party Services" means any product or services provided by an entity other than NIUM.

## APPENDIX A: RESTRICTED USE

- (a) Betting, including lottery tickets, casino gaming chips, off-track betting, and wagers at race tracks
- (b) Government-owned lotteries
- (c) Government licensed on-line casinos (on-line gambling)
- (d) Government-licensed horse/dog racing (US Region only)
- (e) Manual or automated cash disbursement in Singapore.