AMAZE TERMS AND CONDITIONS

Last Updated: December 12, 2022

1. **WHO ARE WE, AND WHY HAVE YOU RECEIVED THESE TERMS?**

1.1. **Our company.** We are NIUM PTE. LTD., a company registered in Singapore with company number 201422465R (NIUM / we / us / our). Our registered office is at 16 Raffles Quay, Hong Leong Building, #20-05, Singapore 048581.

1.2. **Monetary Authority of Singapore authorisation.** We are authorised by the Monetary Authority of Singapore (MAS) as a major payment institution, with permission to provide certain payment services including account issuance service and e-money issuance service.

1.3. **You applied for an Amaze card.** You have received these terms and conditions (Terms) because you applied for a debit card issued by us with Mastercard (Amaze Card).

2. **WHY IS IT IMPORTANT FOR YOU TO READ THESE TERMS?**

2.1. **Please read these Terms carefully.** These Terms set out the terms and conditions on which we provide the Amaze Card to you, what your obligations are in respect of the Amaze Card, how you should use it and other important information. They also inform you what to do if there is a problem, what our responsibilities are and how this agreement between you and us may be terminated. We recommend that you save a copy of these Terms.

2.2. **Legally binding agreement.** When we accept your application for the Amaze Card, a legally binding agreement will be created between you and us, on the terms and conditions set out in these Terms. You will be notified when your application has been accepted.

2.3. **Updates to these Terms.** We may at any time and at our sole and absolute discretion, without notice or assigning any reasons therefore, delete, vary, supplement, amend or modify these Terms. In such cases, we will publish a revised version on our website (at https://www.instarem.com/info/all-policies). Your continued use of the Amaze Card shall constitute acceptance of the revised Terms. If you do not agree to the revised Terms, you should terminate this agreement and cancel the Amaze Card.

2.4. **These Terms apply to consumers only.** These Terms apply to you where you are a consumer. This means that you can use the Amaze Card for personal use only. You must not use the Amaze Card in connection with any business or commercial activity.

2.5. **Compliance with our Policies.** From time to time, we may publish certain policies, guidelines or other information in connection with your use of the Amaze Card (Policies). Such Policies will be made available to you, including via the Instarem App, our website (including but not limited to https://www.instarem.com/info/all-policies), or your contact details provided in your Instarem Account. You agree to comply at all times with the Policies in connection with your use of the Amaze Card.

2.6. **Privacy Policy.** We will collect some personal data about you in connection with your Amaze Card application and your use of the Amaze Card. For information regarding how we process personal data, please see our Privacy Policy available at https://www.instarem.com/info/all-policies.

3. **ELIGIBILITY**

3.1. **You must satisfy our eligibility criteria.** You must meet all eligibility criteria stipulated by us.

3.2. **We will carry out checks.** We are required by law to carry out certain checks on all our customers before we agree to provide our Amaze Card and services. We may ask you to provide us with certain information and documentation to enable us to carry out our checks, for example, to verify your identity and financial standing, and we may need to ask third party service providers (for example, credit reference agencies) to verify certain information about you. All information provided by you must be accurate and truthful to the best of your knowledge. Our due diligence checks are normally carried out before an Amaze Card application is approved, but we reserve the right to carry out appropriate checks at any time, including before we process any transaction. Failure to comply with our requests for information or documentation may
result in the refusal of your Amaze Card application and/or suspension of your Amaze Card.

3.3. **Keeping us updated.** It is very important to keep us updated about any changes to the information provided as part of your Amaze Card application and any information and documentation submitted to us. It includes information about any sanctions applicable to you or any other circumstances which would make your use of the Amaze Card illegal. You must inform us promptly about any changes to your circumstances affecting your eligibility for the Amaze Card and/or your ability to comply with these Terms.

3.4. **We will have the right to refuse any Amaze Card application.** We have the right to refuse any Amaze Card application at any time and without providing any reason for our refusal.

4. **THE INSTAREM APP**

4.1. **Your use of the Amaze Card is facilitated by the Instarem App.** Your use of the Amaze Card is facilitated by the mobile application developed and operated by us (Instarem App). You need to create an account on the Instarem App (Instarem Account) in order to apply for an Amaze Card.

4.2. **We grant you a non-exclusive, non-transferable, non-sublicensable and revocable license to use the Instarem App.** We hereby grant you a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Instarem App in accordance with applicable laws and these Terms, for the sole purpose of facilitating your use of the Amaze Card until such time your Amaze Card has been terminated or cancelled.

4.3. **You are responsible for the security of the Instarem App.** You shall not introduce into the Instarem App any content, material or code which contains any virus, Trojan horse, worms, time bomb, cancelbot or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data.

4.4. **You are responsible for your own cost to use the Instarem App.** 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.

4.5. **We may update the Instarem App.** We may 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.

4.6. **Third party services offered by Instarem App.** We may from time to time introduce or facilitate access to certain third party services on the 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. We assume no responsibility or liability, and shall not be held responsible or liable, for any losses or damages caused or alleged to have been caused by the use of or reliance on any content, products or services made available by such third party service providers, including over their websites. We do not have control of such websites and the reference to any such websites does not mean that we endorse the material on such websites or has any association with the owner thereof. We also do not warrant, the quality of such third party products and services and are not responsible or liable for such third party products and services or any losses or issues that arise from your use of such third party products and services. If you purchase, enable or engage any third party products or services, you agree and consent that we may grant such third party service provider access to your personal information as required for the interoperation of such third party services and any services provided by us under these Terms. You represent and warrant that your use of any third party services signifies your independent consent to the access and use of your personal information by the relevant third party service provider, and that such access and use are outside of our control. We will not be responsible or liable for any disclosure, modification or deletion of personal information resulting from any such access or use of the same by third party service providers.
4.7. You are responsible for checking the completeness and accuracy of all information, communications and instructions. You must ensure that all information, communications and instructions submitted on the Instarem App or by any other means is complete and accurate. Failure to provide complete information may cause delays, for example, we may be unable to process your instructions. If you notice any error in any information, communication or instruction provided to us, you should contact us or correct the error via the Instarem App as soon as possible. We will not be responsible, and will not compensate you, if you suffer any losses as a result of incomplete or inaccurate information provided to us or as a result of any delays caused by any errors, inaccuracies or late submission of any instructions or requests.

4.8. We may screen instructions received from you, but we are not obliged to do so. We will have the right to screen any instructions received in respect of your Amaze Card, as this may be necessary for us to comply with applicable laws and regulations. We may refuse to act on any instructions or request received from you, if we consider this necessary to comply with our legal and regulatory obligations, for security reasons, if you are in serious breach of these Terms or to protect us from suffering a loss. If we are allowed to do so, we will inform you of the reasons why we are unable to act on your instructions or requests.

4.9. Monitor your use of the Amaze Card and keep your own records. We will provide you with records of all your Amaze Card transactions, whether via the Instarem App or by other means. You should monitor all your transactions and we recommend that you keep your own records. This will allow you to verify whether the transaction reports are accurate and enable you to inform us if you notice any errors. You should also enable the Instarem App to send you notifications of all transactions involving your Amaze Card. You should report all inaccurate records or notifications of Amaze Card transactions within seven (7) days from the date of such transaction, failing which you are deemed to have agreed to such entry.

5. USING THE AMAZE CARD AND AMAZE WALLET

5.1. About the Amaze Card. The Amaze Card allows you to make payments for goods and services to persons or entities that accept Mastercard. In order for you to make a transaction on the Amaze Card, it must be linked to a payment source, such as the Amaze Wallet, a debit or credit card issued by a licensed bank in Singapore (Payment Card), or other payment source supported by us from time to time. You may only designate one payment source for the Amaze Card for any given transaction.

5.2. About the Amaze Wallet. The Amaze Wallet allows you to hold: (a) Available Balance in Singapore Dollars (SGD) and/or any other currencies supported by us from time to time (each a Supported Currency and together, the Supported Currencies) or (b) any funds received as a result of refunds, successful chargebacks or cashback. “Available Balance” means funds that have been unconditionally received by us and cannot be recalled by you or the payment services provider used to fund the Amaze Wallet.

5.3. You can link up to five (5) Payment Cards to your Amaze Card. A licensed bank in Singapore may however refuse to allow a Payment Card it issues to be linked to your Amaze Card. We are not responsible to you for any losses that arise from such refusal.

5.4. You are the legal owner of each Payment Card. You represent and warrant that you are the legal owner of each Payment Card. You may not link any third party’s Payment Card to your Amaze Card.

5.5. Activating your Amaze Card. When you receive your Amaze Card, you will need to activate it (via the Instarem App or other available means) in order to start using it. As part of the activation process, you will be asked to create a PIN and/or other security credentials (for example, passwords and security questions), which will be used to authorise your transactions.

5.6. The Amaze Card has a validity period. The Amaze Card will be valid for the period stated on the Amaze Card. Before the expiry of the Amaze Card, you will be asked to renew it. If you do not wish to renew the card, or if you fail to renew it, the Amaze Card will expire on the date stated on the Amaze Card and you will be unable to use it.

5.7. You must keep your security credentials safe. You must ensure that: (a) you keep your Amaze
Card safe from loss or theft; (b) your PIN and any other security credentials used to authenticate Amaze Card and Amaze Wallet transactions are known only to you and you do not share them with anyone; and (c) the Instarem App can only be accessed by you and all devices used by you to access the Instarem App are appropriately protected from access by any unauthorised persons. We do not recommend writing down or storing your PIN and any other Amaze Card and Amaze Wallet security credentials, or any login details to your App. However, if you have to store such details somewhere, you should not store them near to your Amaze Card and you should use secure and safe storage solutions. Revealing your PIN or other security credentials to anyone, or behaving carelessly with regards to the security of your Amaze Card and/or Amaze Wallet may result in unauthorised transactions being processed using your Amaze Card and/or Amaze Wallet. In these circumstances we will not refund any amounts lost by you as a result of such unauthorised transactions and you will be solely responsible for them.

5.8. When you must freeze your Amaze Card and notify us. You must freeze your Amaze Card or suspend your Amaze Wallet within the Instarem App and notify us immediately if: (a) your Amaze Card is lost or stolen; (b) you believe the security of the Amaze Card or Amaze Wallet has been compromised (for example, if someone has gained access to your PIN, your other security credentials and/or the Instarem App); (c) your Amaze Card is damaged or not working properly; (d) your Amaze Card has been retained by an ATM; and/or (e) you have identified an unauthorised transaction made using your Amaze Card or Amaze Wallet. You may be asked to provide details of the issues reported by you, and any supporting documentation, such as a copy of a police report to confirm the theft of your Amaze Card or misappropriation of your Amaze Wallet. If you have not frozen your Amaze Card or suspend your Amaze Wallet, we will suspend it after receipt of your notification.

5.9. You are the only person that is permitted to use the Amaze Card and Amaze Wallet. The Amaze Card and Amaze Wallet are issued to you for your own personal use only. You must not give the Amaze Card or grant access to the Amaze Wallet to anyone, and you must not permit anyone else to use it.

5.10. Funding your Amaze Wallet. You will only be able to make payments using your Amaze Wallet if you have sufficient Available Balance in your Amaze Wallet. The Amaze Wallet must be pre-funded in SGD, but such Available Balance in SGD may be converted into another Supported Currency at the exchange rate specified on the Instarem App. The Amaze Wallet may only hold up to the maximum amount specified within the Instarem App, or such amount as may be necessary for us to comply with applicable laws (Maximum Load Value) at any time. The Available Balance paid to us to fund your Amaze Wallet will be kept by us in accordance with applicable laws, which ensure that any funds held by a major payment institution, such as NIUM, are held safely. Please note that the Singapore Deposit Insurance Scheme does not apply to your Available Balance.

5.11. What happens if the Maximum Load Value has been exceeded? If the Maximum Load Value has been exceeded, any excess funds will not be reflected in your Amaze Wallet, and will be transferred to a personal bank account in your name. You will need to provide us with valid bank account details to make the transfer. If you hold more than one debit or prepaid card issued by us for personal purposes, under any other program we have made available to any other partner, the maximum amount that you may hold under all such cards issued by NIUM shall not exceed SGD5,000 in total.

5.12. Restrictions on use of your Amaze Card or Amaze Wallet. You are not allowed to use the Amaze Card or Amaze Wallet to make a payment in connection with the following transactions: (a) transactions listed in Appendix 1 to these Terms; (b) any activities or transactions prohibited by any laws that apply to you (for example, any anti-money laundering or anti-terrorist laws, or sanctions imposed by the Singapore government, the European Union or the United Nations); and (c) for any business or commercial transactions.

5.13. Authorising transactions. In most cases, you will be asked to authorise your payments or cash withdrawals by entering your PIN and/or other security credentials. Merchants who do not have a payment terminal may ask you to sign a receipt. A transaction up to a certain limit (prescribed by law from time to time) may also be authorised by tapping your Amaze Card against a contactless
enabled payment terminal or reader. Using one of the accepted methods of authorisation will constitute your consent to carry out the transaction. We will not be liable to you for any losses you may suffer if you use an incorrect PIN or other security credentials. Please note that you will not be able to cancel any transaction once it has been processed by us or once we have confirmed to Mastercard that the transaction has been authorised by us, which normally happens within seconds of your authorisation of the transaction.

5.14. **We may refuse to process a transaction.** We will be entitled to refuse to process a transaction under the Amaze Card or Amaze Wallet if: (a) we have reasonable concerns about the security of your Amaze Card or Amaze Wallet; (b) we have reasonable suspicion that your Amaze Card or Amaze Wallet is being used in a fraudulent or unauthorised manner; (c) there is insufficient Available Balance or insufficient funds or credit limit under any Payment Card (Payment Card Balance); (d) you owe us fees and your debt to us exceeds your Available Balance; (d) you are in serious breach of these Terms; (e) the total transaction amount in a calendar year processed by us under the Amaze Card or Amaze Wallet has exceeded SGD30,000 (or currency equivalent) (Annual Transaction Limit); or (f) we are required to do so under any applicable law, regulation or guidance, or by Mastercard. If you hold more than one debit or prepaid card issued by us for personal purposes, under any other program we have made available to any other partner, the maximum transaction amount that we may process for all such cards issued by NIUM shall not, in any calendar year, exceed SGD30,000 (or currency equivalent) in total.

5.15. **Transactions exceeding Available Balance or Payment Card Balance.** Notwithstanding Clause 5.14 above, if any transaction that exceeds the Available Balance or Payment Card Balance (as the case may be), is processed by us, we will ask you to repay us all amounts exceeding the Available Balance or Payment Card Balance (as the case may be). All such payments must be made by you immediately.

5.16. **Currency of transactions.** The Amaze Card is denominated in SGD. If we receive a payment or cash withdrawal transaction for processing in a currency which is not SGD, we will typically convert such currency into SGD at an exchange rate determined by us. However, if your Amaze Wallet is the designated payment source, and you hold Available Balance in the relevant transaction currency, your Available Balance in the relevant Supported Currency will automatically be debited first. If the Available Balance you hold in such currency is insufficient, your remaining Available Balance will be converted to the transaction currency at an exchange rate determined by us and debited, in accordance with the Policies. Your Amaze Card or Amaze Wallet will be debited by the amount of funds after currency conversion.

5.17. **Replacement of Amaze Card.** If your Amaze Card has been lost, stolen, misappropriated or damaged, you can request a replacement Amaze Card. Please note that we may charge a fee for any replacement Amaze Card.

6. **THE AMAZE REWARD**

6.1. **You may be eligible for InstaPoints on foreign currency spend.** We will credit you 1 InstaPoint for every SGD1 spent in foreign currency on the Amaze Card (as converted to SGD and rounded down to the nearest dollar). For example, if you spent the equivalent of SGD225.95 in foreign currency in a single transaction, you will receive 225 InstaPoints. This is subject to the Instarem InstaPoints Policy available at https://www.instarem.com/policy/instapoints.pdf and satisfaction of all the following conditions:

(a) your Amaze Card has not expired or has not been terminated before or on the day the InstaPoints are credited to you;

(b) the foreign currency transaction is at least SGD10 in currency equivalent. For example, if you had spent the equivalent of SGD5 in foreign currency in a single transaction, you will not earn any InstaPoint;

(c) the foreign currency transaction does not constitute a refund, chargeback or fall under any of the merchant category codes set out in https://www.instarem.com/blog/terms-and-conditions/mcc-exclusions/ and

(d) the foreign currency transaction is not performed as a cash withdrawal or to top
up a third-party card or virtual account, for example, a GrabPay wallet.

6.2. **InstaPoints awarded to you are capped at 500 InstaPoints per foreign currency transaction.** You are eligible to receive a maximum 500 InstaPoints per foreign currency transaction. For example, if you spent the equivalent of SGD1,000 in foreign currency in a single transaction, you will receive a maximum of 500 InstaPoints.

6.3. **Redemption of InstaPoints.** InstaPoints credited to your Instarem Account may be used to redeem qualified items published on the Instarem App.

6.4. **Validity of InstaPoints.** InstaPoints credited to your Instarem Account from 1 October 2022 will expire 12 months from the date of credit. InstaPoints credited to your Instarem Account prior to 1 October 2022, will expire 6 months from the date of credit to the Instarem Account.

6.5. **All InstaPoints redemptions are binding on you and irreversible.** Each InstaPoint redemption received by us is binding on you. You consent to each InstaPoint redemption and may not submit any request to us to reverse any redemption.

6.6. **Foreign currency transactions which have not been settled to the relevant merchant are not eligible for InstaPoints.** If a foreign currency transaction has been authorised under your Amaze Card but has not been settled to the relevant merchant, no InstaPoints will be awarded for such foreign currency transaction.

6.7. **Reversed foreign currency transactions are not eligible for InstaPoints.** If the foreign currency transaction you made via the Amaze Card is subsequently reversed for any reason including chargebacks or refunds, we reserve the right to deduct any InstaPoints credited to your Instarem Account in any manner including those set out in under Clause 6.8.

6.8. **We have the right to deduct your Amaze Card or Amaze Wallet to reimburse ourselves for losses incurred in connection with InstaPoints.** You undertake to reimburse us for all losses suffered by us in connection with InstaPoints regardless of whether your Amaze Card has expired or has been terminated. We reserve the right at any time (regardless of whether your Amaze Card has expired or has been terminated) to: (a) debit, charge and/or deduct from your Amaze Card or Amaze Wallet (as per Clause 8.2) without notice to you; (b) demand that you repay us such amount which equals to the InstaPoints credited to your Instarem Account to make up for any losses suffered by us in connection with any InstaPoints or other rewards/rebates awarded to you, for any reason whatsoever.

6.9. **Termination or expiration of the Amaze Card shall not affect the validity of any unused and unexpired InstaPoints.** If you have terminated your Amaze Card or your Amaze Card has expired, you may still redeem any unused and unexpired InstaPoints in accordance with this Clause 6 if your Instarem Account remains valid and subsisting. Upon termination of the Instarem Account, all unused and unexpired InstaPoints are automatically extinguished.

7. **MARKETING, PROMOTIONS AND OTHER BENEFITS**

7.1. From time to time, we may run marketing campaigns, promotions and/or offer you access to third-party (e.g., Mastercard) benefits and services (Benefits). Details of the Benefits can be found at https://www.instarem.com/en-sg/amaze or by accessing the relevant links on the Instarem App.

7.2. You acknowledge and agree that the Benefits are subject to validity periods, redemption periods, registration requirements, use restrictions, limits and/or additional terms and conditions (Benefits Terms). You are required to review and accept the Benefits Terms to enjoy the Benefits.

7.3. We may withdraw, amend and/or alter the Benefits Terms at any time without prior notice. We further reserve the right to void, discontinue or reject the use of any Benefits without prior notice.

7.4. We may at our sole discretion forfeit, disqualify or refuse you from the Benefits at any time without prior notice.

7.5. Benefits are non-transferable, non-exchangeable, non-refundable and cannot be exchanged for cash.

7.6. All queries, complaints, requests for assistance are to be made by visiting our Help Centre.
8. OUTSTANDING AMOUNT OWED TO US

8.1. What fees apply to your use of the Amaze Card? The fees that apply to your use of the Amaze Card and Amaze Wallet will be displayed in the Instarem App and/or our website.

8.2. How will we charge all outstanding amount (including fees and payments) due to us? All outstanding amounts due to us under these Terms, including fees that apply to your use of the Amaze Card and Amaze Wallet, will be deducted by us from: (a) the Amaze Wallet; and/or (b) any Payment Card. You agree to any such deductions made by us. If you do not have sufficient Available Balance or Payment Card Balance to cover any sums due to us, we will issue a payment request and you must make the payment immediately. If we have to take additional steps to recover any such amounts due to us, we may charge you for the costs incurred by us in recovering such sums from you, and this may include costs of any third parties who support us in this process, for example debt collection agencies.

9. UNAUTHORISED TRANSACTIONS

9.1. You must notify us of unauthorised transactions. You must notify us as soon as you notice a transaction that has not been authorised by you or has been recorded to your Amaze Card incorrectly, and in any event, no later than seven (7) days after the transaction date.

9.2. We may investigate unauthorised and incorrectly executed transactions. We will have the right to investigate any transaction reported by you as unauthorised or executed incorrectly. You agree to cooperate with us fully and provide to us all information and documentation we reasonably require for this purpose. You also agree to cooperate with any authorities involved in our investigation.

10. MERCHANT REFUNDS AND DISPUTED TRANSACTIONS

10.1. Refunds from merchants. If we have processed a properly authorised transaction but you later decide to challenge it and request a refund, you should approach the merchant who took your payment and request a refund from them. If they agree to issue you with a refund, they will make a refund request via Mastercard and we will credit the refund amount to your Payment Card or Amaze Wallet, as determined by us, as soon as we receive the funds from Mastercard.

10.2. Chargebacks in respect of disputed transactions. If a merchant refuses to issue a refund, we can submit to Mastercard (or the payment service provider used by the merchant) a request for a chargeback on your behalf in respect of the disputed transaction. If the dispute is resolved in your favour, we will credit the amount of chargeback to your Payment card or Amaze Wallet, as determined by us, as soon as we receive the funds from Mastercard. All chargeback claims must be raised within ninety (90) days of the date of the transaction. You will lose your right to request a chargeback if you raise your claim later than within ninety (90) days of the date of the transaction. Unless we are required to process a chargeback request under any applicable laws or regulations, we will be entitled to refuse to process a chargeback request at our sole discretion, for example if you find that you have not provided us with sufficient information to support your request.

10.3. We must receive funds from Mastercard before we can issue you with a merchant refund or chargeback. We will not be required to issue any temporary credit, refunds or chargebacks to you if we do not receive the necessary funds from Mastercard. If we receive less than the amount charged to your Amaze Card for the transaction subject to the merchant refund or chargeback, we will only be required to credit your Payment Card or Amaze Wallet the amount received by us and we will not be liable to you for the difference.

10.4. Refunds, chargebacks and increases to your Available Balance made in error. If any refund, chargeback or any other amount has been credited to your Payment Card or Amaze Wallet in error (for example if a refund is issued more than once for the same transaction, if it is higher than the transaction value or if you have not requested refund at all), we will be entitled to deduct such amount from your Payment Card or Amaze Wallet the amount received by us and we will notify you of any such deductions.

10.5. You must assist us in relation to any refunds and chargebacks. If you make a request for a merchant refund or chargeback in respect of a disputed transaction, you agree to cooperate with us fully.
and provide all information and documentation we reasonably require to support the refund and chargeback process.

11. CANCELLATION RIGHTS

11.1 You can cancel your Amaze Card at any time with one month’s advance notice. If you wish to terminate or cancel your Amaze Card, you need to provide us at least thirty (30) days’ advance notice by visiting our Help Centre to chat with us or submit an enquiry.

12. SUSPENSION OF YOUR CARD AND TERMINATION OF THIS AGREEMENT

12.1. We can suspend your Amaze Card. We can suspend your Amaze Card in exceptional circumstances, including (but not limited to):

(a) if you have reached any applicable transaction limits;

(b) if we have reason to suspect unauthorised or fraudulent use of your Amaze Card, you are involved in any unlawful or illegal activity, or you are using the Amaze Card for any other unlawful purpose;

(c) if you commit a serious breach of these Terms (serious breach includes persistent breaches of these Terms) and you have not corrected your breach when we asked you to do so and within the timeframe we reasonably requested;

(d) if your access to the Instarem App is suspended by us;

(e) if we have notified you via the Instarem App or the contact details provided in your Instarem Account to pay us any sums due to us under these Terms and you have failed to do so;

(f) you have been declared bankrupt;

(g) if any information provided by you (or someone on your behalf) is false, or if you fail to provide us with information that we reasonably request from you;

(h) if we have good reason to believe this is necessary for security reasons (for example, any security issues affecting any card processing facilities or the Instarem App, or if we believe the security of your Amaze Card has been compromised); or

(i) if we believe it is necessary to comply with any law, regulation, guidance, court order or instructions of Mastercard, any regulator or government authority.

12.2. We will notify you about the reason(s) of suspension. If we suspend your Amaze Card for any reason(s), we will notify you of the reason(s), as long as we are allowed to do so in compliance with applicable laws. We will only re-activate your Amaze Card if we are satisfied that the reason(s) for suspension is/are no longer applicable.

12.3. We can terminate this agreement in exceptional circumstances. We will be entitled to immediately terminate this agreement and your Amaze Card in the exceptional circumstances listed in Clause 12.1 above. We can also immediately terminate this agreement and your Amaze Card if we terminate your use of the Instarem App for any reason. This is because the use of the Instarem App is necessary to manage your Amaze Card and communicate with us.

12.4. When can we terminate this agreement without a reason? We can terminate this agreement and cancel your Amaze Card without giving you any reason if we provide you with at least seven (7) days’ advance notice.

12.5. Inactive Amaze Card. If your Amaze Card remains inactive for a period of twelve (12) months, meaning that no transaction has taken place within such period of time, your Amaze Card may be designated by us as inactive and certain features of the Amaze Card may be disabled. We can terminate an inactive card and this agreement by providing you with at least seven (7) days’ notice.

12.6. We will return your funds upon termination of this agreement. When this agreement is terminated for any reason and your Amaze Card is cancelled, we will return the funds held in your Amaze Wallet to a bank account nominated by you.
These funds will be returned to you within sixty (60) days, but we will be entitled to deduct any sums due to us under these Terms. If you do not provide us with valid bank account details to make the transfer and request the return of your funds within twelve (12) months from the date of termination of this agreement, we will not be required to return your funds. Please note that any funds transfers may be subject to due diligence checks and may be prevented in exceptional circumstances by applicable laws.

13. LIABILITY

13.1. When we will not be liable to you. We will not be liable to you for any loss or damage which:

(a) was not foreseeable at the time this agreement became binding on us;

(b) was not caused by our breach of these Terms or our failure to use reasonable skill and care;

(c) is related to any business or commercial activity you carry on, and includes any business losses, loss of profit and loss of business opportunity;

(d) was caused by events outside of our (or our agents’ or subcontractors’) control which we could not have avoided (such as war or industrial action);

(e) was caused by your breach of these Terms or any laws or regulations;

(f) was caused by any third parties (unless we are responsible for the actions of such third parties); or

(g) was caused by any goods or services purchased using the Amaze Card, if any merchant refuses to accept the Amaze Card or if any ATM or other cash withdrawal services provider refuses to accept the Amaze Card.

13.2. Our liability for a faulty or damaged Amaze Card. If the Amaze Card is faulty or damaged because of something we have done, our liability to you will be limited to an obligation to replace the Amaze Card without charging you the replacement fee.

13.3. Our liability for deductions made by us in error. If we make any deductions from your Payment Card or Amaze Wallet in error, our liability to you will be limited to an obligation to refund to you the incorrectly deducted amount.

13.4. Your liability to us. You will compensate us for any loss or damage we suffer (including any expenses and costs incurred by us, such as legal fees) as a result of your breach of these Terms, if we have to enforce any provisions of these Terms against you (for example, if you fail to pay us any sums due to us), or if you are fraudulent in your use of the Amaze Card. You will remain liable even after this agreement is terminated.

13.5. Liability which we do not exclude or limit. Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

14. COMPLAINTS AND DISPUTES

14.1. How to submit complaints. If you are unhappy with anything related to your Amaze Card, you should submit your complaints to our Help Centre by chatting with us or submitting an enquiry. We will do our best to respond to your complaint as soon as possible or we will inform you if we need more time or more information from you to help us investigate your complaint.

15. GENERAL

15.1. Notices and communications. All notices and communications between you and us will be in English. If we need to notify you of anything, we will normally communicate with you via the Instarem App. We may also use your email address or home address to send you any notifications or communications. You should direct all communications to us via our Help Centre by chatting with us or submitting an enquiry.

15.2. Transfer of rights and obligations under this agreement. You are not allowed to transfer your rights or obligations under these Terms to
anyone without our prior written consent. We may transfer our rights and obligations under these Terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

15.3. **Use of subcontractors.** We shall have the right to use agents, contractors or correspondents or any other third party as we deem appropriate in our sole and absolute discretion to administer and/or implement these Terms and we shall not be liable to any person for any act, omission or neglect on the part of such agents, contractors, correspondents or third parties.

15.4. **Invalid provisions.** If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms will not be affected.

15.5. **Taking action when you are in breach of these Terms.** If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms.

15.6. **Entire agreement.** These Terms set out the entire agreement between us.

15.7. **Nobody else has any rights under this agreement.** This agreement is between you and us and nobody else has any rights to rely on or enforce any of these Terms.

15.8. **These Terms replace any previous agreements between us.** These Terms supersede (i.e. replace) any previous agreements between us in respect of the Amaze Card, including any written or oral agreements relating to the subject matter of these Terms.

15.9. **Laws that apply to this agreement.** This agreement and any dispute or claim arising out of this agreement will be governed by, and interpreted in accordance with, the laws of Singapore and you agree that any dispute between you and us may be brought in the courts of Singapore.
Appendix 1 Restricted Use

You are not permitted to use the Amaze Card for any of the following types of transactions:

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