**The Razer Card Program**
(Terms & Conditions)

**WE HAVE UPDATED OUR TERMS AND CONDITIONS. THESE AMENDED TERMS AND CONDITIONS WILL BECOME EFFECTIVE ON FEBRUARY 1, 2021.**

**PLEASE READ THESE TERMS AND CONDITION CAREFULLY. YOU SHOULD NOT PARTICIPATE IN THIS PROGRAM OR YOU SHOULD IMMEDIATELY CEASE YOUR PARTICIPATION IN THIS PROGRAM IF AT ANY TIME YOU DISAGREE WITH THE TERMS AND CONDITIONS HEREIN. YOUR REGISTRATION AND/OR CONTINUED PARTICIPATION IN THE PROGRAM SHALL MEAN THAT YOU UNDERSTAND, ACCEPT AND AGREE TO BE GOVERNED BY ALL OF RAZER PAY'S TERMS OF SERVICE AND THESE TERMS AND CONDITIONS. ANY PERSON THAT YOU ALLOW TO ACCESS THE PROGRAM USING YOUR RAZER PAY ACCOUNT SHALL ALSO BE BOUND BY THESE TERMS AND CONDITIONS. YOU SHOULD CONTACT RAZER CUSTOMER SUPPORT IF YOU DO NOT UNDERSTAND THESE TERMS AND CONDITIONS (OR ANY PORTION(S)) PRIOR TO YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS OR AMENDED VERSIONS THEREOF.**

The Razer Card Program ("CP") is launched by Razer Fintech (SG) Pte Ltd (formerly known as RazerPay Pte. Ltd.) ("Razer Pay"), as part of the Razer Inc group. By taking part in the CP, you acknowledge that you have read, understood, and agreed to be legally bound by these Terms & Conditions ("T&C" or "Terms & Conditions"), the Razer Card T&Cs and decisions of Razer Pay without limitation or qualification.

You also agree to be bound by the Razer Pay Terms of Service [https://www.razer.com/legal/razer-pay-sg-terms-conditions/] and/or the Razer Pay mobile app, which are incorporated by reference into these Terms & Conditions. In the event of a conflict between the provisions of these Terms & Conditions and the Razer Pay Terms of Service, the provisions of these Terms & Conditions shall prevail in so far as they apply to the CP.

By participating in this CP, you agree and consent to your personal data being collected, processed and/or used by Razer Pay in accordance with Razer Pay's Privacy Notice.

These Terms & Conditions are governed by and construed under the laws of Singapore.

**1. Definitions**

| | |
|---|---|
| "User(s)" | means Eligible Participant(s) who have completed and fulfilled the criteria under Clause 4(a) of these Terms & Conditions. |
| "Business Day" | means a day (excluding Saturdays, Sundays, and public holidays) on which government departments and banks are open for business in Singapore. |
| "Excluded Participants" | means:<br>(a) directors, officers and employees (this includes their parents, spouse and children) of Razer Pay and Razer Inc (collectively "Employees") except in so far as Employees are allowed to participate in the CP but shall not be eligible to receive any Rewards; or<br>(b) Participating Merchants and the directors, officers, and employees (this includes their parents, spouse, and children) of Participating Merchants; or<br>(c) Razer Pay™ Users whose Razer Pay™ Accounts have been terminated, suspended, cancelled or dormant. |
| "Eligible" | has the meaning given to it under Clause 3 of the Terms & Conditions. |
| "Intellectual Property Rights" | means patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights. |
| "Qualified Referral" | means the number of users who sign up for a Razer Pay™ Account and are successfully verified by Razer Pay. |
| "Qualified Spend" | means the amounts of Singapore Dollar (SG$) spent using the Razer Card. |
| "Qualified Transaction" | means a transaction made by a User using the Razer Card subject to a minimum spend of S$5 and does not include transactions in respect of which there are refunds (or refunds initiated) to the User and cancelled or reversed transaction for any reason. |
| "Participants" | means Eligible Participant Users. |
| "Premium Razer Card" | means the physical Razer Card with LED logo. |
| "Razer Card" | means the non-commercially available prepaid card with functionalities connected to the Razer Pay™ Account including virtual card credentials in the Razer Pay™ mobile application (16-digit card number), and the physical Razer Card (where applicable). |
| "Razer Card User" | means a Razer Pay User who has successfully activated their Razer Card. |
| "Razer Credit" | Has the meaning given to it under Clause 6 of the Terms & Conditions. |
| "Razer Product" | means the Task Rewards 2,4,5 of Table A. |
| "Razer Pay™ User(s)" or "User" | means:<br>(a) A Singaporean citizen/permanent resident/legal resident of Singapore who is at least 16 years of age and has installed the Razer Pay™ mobile application;<br>(b) has a validly registered Razer Pay™ account with Razer Pay in Singapore; and<br>(c) is not an Excluded Participant. |
| "Razer Pay™ Account" | Means a User's Razer Pay wallet |
| "Rewards" | has the meaning given to it under Clause 5 of the Terms & Conditions. |
| "Standard Razer Card" | means the physical Razer Card. |
| "Task(s)" | means Pay, Spend and/or Influence Tasks under Table A of these Terms & Conditions. |
| "Task Reward(s)" | means the rewards listed under Table A i.e. Razer Product, Razer Pay Credit, and/or the Premium Razer Card. |
| "Virtual Razer Card" | Means the 16-digit Razer Card credentials available in Razer Pay™ mobile application. |
| "Razer Pay Credit" | Means a cash credit directly credited to a User's Razer Pay wallet balance |

2. **Purpose:** Participants are granted rights under these Terms & Conditions for the purpose of testing and providing input and other feedback to Razer Pay regarding the Razer Card. Razer Pay retains sole and absolute discretion as to what, if any, Razer Card will be made available to Participants during the CP. Participants' use of and access to any such Razer Card shall be subject to the terms of these Terms & Conditions.

3. **Eligibility:** This CP is exclusive to Razer Pay™ Users selected for the CP ("Eligible Participants").

4. **How to participate in the CP & Mechanics**

(a) To participate in the CP and become a User, Eligible Participants must:

i. Register their interest through https://www.razer.com/sg-en/razer-card with complete info (Eligible Participant will receive a notification within 10 days if they have successfully been selected to take part in the CP)
ii. Download Razer Pay™ mobile application via Google App / Apple App Store
iii. Complete e-KYC ID verification
iv. Successfully activate the Virtual Card or the Standard Razer Card.

(b) User(s) who opt in and enable the Virtual Razer Card only, will receive 1-unit of Razer Cloth Mask.

(c) User(s) who opt in for both the Virtual and Standard Razer Card, will receive 1-unit of Razer Cloth Mask and 1 unit of Standard Razer Card with 1st year subscription fee waived.

(d) Each User(s) can take part in three (3) Tasks (Pay Task, Spend Task, and Influence Task) as provided in Table A to receive five (5) rewards for each Task to accumulate.

5. **Rewards:**

**(a)** There are three (3) types of CP rewards:

- Task Rewards (as shown in Table A).
- Ultimate Rewards; and
- Meta Rewards.

(collectively "Rewards").

**(b) Task Rewards:**

i. Users who have completed the Tasks listed in Table A will receive the corresponding Task Rewards.
ii. Each User(s) is only entitled to one (1) of each of the Task Rewards.
iii. Users are subject to a maximum of 1 Premium Razer Card per User.

**Table A: Task Rewards**

| Task Reward | TASKS | | | | | |
|---|---|---|---|---|---|---|
| | Pay Task | | Spend Task | | Influence Task | |
| | Qualified Transaction | Rewards | Qualified Spend | Rewards | Qualified Referral | Rewards |
| Task Reward 1 | 1 | S$ 5 Razer Pay Credits | 50 | S$ 5 Razer Pay Credits | 1 | S$ 5 Razer Pay Credits |
| Task Reward 2 (Razer Product) | 10 | Hydrator (worth S$ 44.90) | 200 | Tetra (worth S$ 49.90) | 10 | Goliathus Medium (worth S$ 49.90) |
| Task Reward 3 | 50 | The Premium Razer Card (or S$ 50 Razer Pay Credits if already achieved) | 2,000 | The Premium Razer Card (or S$ 50 Razer Pay Credits if already achieved) | 30 | The Premium Razer Card (or S$ 50 Razer Pay Credits if already achieved) |
| Task Reward 4 (Razer Product) | 150 | Nari Essential Headset (worth S$169.90) | 3,500 | Mamba Wireless Mouse (worth S$ 169.90) | 60 | Ornata V2 Keyboard (worth S$169.90) |
| Task Reward 5 (Razer Product) | 300 | TARTARUS PRO (worth S$ 206.90) | 6,500 | Razer Tactical 15." Backpack V2 (worth S$ 199.90) | 120 | RAIJU TE (worth S$239.9) |

**(c) Ultimate Rewards:**

User(s) who complete all the Pay, Spend and Influence Tasks will each receive an Iskur Gaming Chair (worth S$749.90) .

**(d) Meta Rewards:**

User(s) who score first place on either one of the Pay, Spend, and Influence leaderboards in the Card Rewards Mini App will receive a Razer Iskur Gaming Chair (worth S$ 749.90). In the event that two or more Users tie for first place, the winner will be chosen from the tied users at random.

6. **Rewards Redemption**

**(a) How to redeem your Razer Product**

i. Subject to the completion and verification of the corresponding Tasks, Qualified Transaction, and Qualified Spend, User(s) will be issued **redemption card numbers and security codes** to their Card Rewards mini-app in Razer Pay™ within 48 hours to redeem the Razer Products. Redemption can be made through Razer Online Store in the manner below:

- Visit Razer Online Store: https://www.razer.com/sg-en

- Add the <product name> to your shopping cart.
- Checkout with your Razer ID or as a guest.
- Enter your shipping and billing information.
- Select your shipping method.
- Enter both the **redemption card number** and **security code** provided in <Razer Pay app> in the Gift Card section.

ii. Redemption card numbers will expire on 31 May 2021. Users will not be entitled to any refund or credit from Razer Pay for any unused/unclaimed redemption card number which has expired. Redemption card number which have expired are considered invalid.

iii. Razer Product rewards are subject to availability. Razer Pay reserves the right to substitute the Razer Product reward for another of approximately equal value at any point of time without prior notice. The rewards are non-transferable, and all rewards are given on an "as is" basis and are not exchangeable for any other form, i.e. cash, goods, credit, or services in part or in full. Pictures of the rewards shown in the promotional materials are for illustration purposes only. Actual rewards may differ from the pictures shown.

iv. Razer Pay does not guarantee, and expressly disclaims, any minimum number of Rewards.

v. Terms and conditions governing purchases from Razerstore Online at https://www.razer.com/legal will apply.

**(b) Razer Pay Credit**

i. Razer Pay will issue Razer Pay e-wallet credits ("Razer Pay Credit") to applicable Users' Razer Pay™ account one month after such Users' have completed the applicable Task. User(s) are required to contact Razer Pay no later than 15 days after the end of the following calendar month in which the Razer Pay Credit is earned if there is any non-receipt of the Razer Pay Credit failing which the Razer Pay Credits will be forfeited.

ii. Razer Pay reserves the right, as it deems fit to substitute the Razer Pay Credit with another product of similar retail value without prior notice

iii. Razer Pay Credit is not transferable, nor exchangeable for cash or credit or kind whether in part or in full.

**(c) The Razer Card**

i. User(s) who order the Standard Razer Card(s) will receive their card(s) within four (4) weeks from the date of order. Razer Pay shall not be responsible for delays/orders not received due to, without limitation, incorrectly entered addresses.

ii. User(s) for the Premium Razer Card(s) will receive instructions on how to upgrade to the Premium Razer Card in February 2021. Premium Razer Card(s) will be delivered within 4 weeks from the date of order. User(s) must follow the provided instructions to offset the first year's subscription fee. User(s) must confirm their delivery address at the point of order and may not make changes after confirmation. Razer Pay bears no responsibility for charges incurred if a User(s) neglects to use the provided code. Razer Pay shall not be responsible for delays/orders not received due to, without limitation, incorrectly entered addresses.

**7. Disqualification**

(a) Razer Pay reserves the absolute right to disqualify Participants if: -
   i. the entries are incomplete, illegible, or disfigured.

(b) Razer Pay reserves the absolute right to disqualify and/or exclude Participants and/or revoke the Rewards if: -
   i. the Participant is ineligible or does not meet any of the eligibility criteria as set out under these Terms & Conditions; or
   ii. the Participant does not provide the required details upon receiving the request/notification from Razer Pay; or
   iii. the Participant breaches the Terms & Conditions or violates any applicable laws or regulations; or
   iv. in Razer Pay's sole determination, it believes that the Participant has attempted to undermine the operation of the CP by fraud, cheating or deception.

(c) In the event of the disqualification of a winner, there will be no replacement of the disqualified winner.

(d) In the event of a disqualification occurring after a Reward has been redeemed by the defaulting User(s), Razer Pay reserves the right to demand for the return of the Reward or payment of its equivalent value from the User(s).

(e) Razer Pay's decision on winner(s) selection and Reward(s) is final, binding on all Participants and no correspondence, appeals, enquiries on the subject, whether verbal or written, through any kind of medium, shall be entertained.

**8. The CP is subject to the following limitations:**

(a) Any Qualified Transaction or Qualified Spend which is incomplete or performed before or after the CP shall not be accepted and will be forfeited.

(b) Any Qualified Transaction or Qualified Spend calculated by Razer Pay in respect of the reversed transactions will be updated on the Leaderboard in Card Reward mini-app.

(c) Qualified Referral will only be deemed completed when the referred user downloads the Razer Pay™ mobile application via Google App / Apple App Store and completes Razer Pay's user verification during the CP.

(d) User(s) may perform / submit multiple transactions / referrals in Pay, Spend and Influence Task to increase the reward tiers throughout the CP.
Any misconduct or abuse by a Participant will result in disqualification.

(e) No responsibility can be accepted by Razer Pay for entries not received for whatever reason.

(f) The Rewards are as stated, non-assignable, non-transferable and non-exchangeable for cash. User(s) who terminate their Razer Pay™ account will result in automatic termination of their participation in this CP and transaction records will not be allowed to be carried forward to any other Razer Pay™ Account or any new Razer Pay™ Account of the said User (if any).

**9. Obligations of Participants.**

(a) Participants are responsible for and shall comply with these Terms & Conditions and shall not, as part of their participation in the CP, breach any of these terms and are further responsible for complying with all applicable laws when participating in the CP.

(b) Participants are responsible for all information submitted, transmitted, or otherwise made available during participation of the CP whether to Razer Pay or third parties.

(c) Participants shall not participate in the CP nor permit the participation of the CP in any manner which may adversely affect the participation of others or the reputation/goodwill of Razer Pay.

**10. Other Terms and Conditions**

(a) All visual(s) of the Reward(s) or CP shown in any CP publicity and other materials relating to this CP are solely for illustration purposes only and may not depict the actual color/characteristics of the Reward.

(b) No substitution or replacement of, or modification to the Reward(s) requested by the winner will be permitted.
(c) To the fullest extent permitted by the law, in no event will Razer Pay nor any of its officers, servants, employees, representatives and /or agents (including, any third party service providers that Razer Pay may engage for purposes of this CP) be liable for any loss or damages (including loss of income, profits or goodwill or direct, indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this CP and/or the Reward(s), even if Razer Pay has been advised on the possibility of such damages in advance, and furthermore all such damages are expressly excluded.
(d) Razer Pay reserves the sole and absolute right to withdraw, amend and/or alter any part of the whole terms and conditions in relation to the CP and/or withdraw, substitute or replace the Reward(s) offered in this CP with a similar valued Reward(s) and/or to modify, cancel, terminate or suspend the CP at any time without giving any prior notice and no compensation in cash or in kind shall be given to Participants, and Participants agree to be bound by those changes. Razer Pay's decisions on any matter related to the CP shall be final and conclusive.
(e) Razer Pay shall not be liable for any non-performance, error, interruption, delay, inaccuracy, unreliability or unsuitability of the CP and/or Reward(s) (or any part thereof).Razer Pay offers no warranty or representation whatsoever, express, implied or statutory, in relation to the CP, Razer Cards and the Reward(s) including, without limitation, the merchantable quality and fitness for purposes in respect of the Reward(s) and level of care and skill in respect of the relevant services provided in conjunction with the Reward(s).
(f) By participating in the CP, the Participants hereby consent and authorize Razer Pay to collect, use and process, names, and other particulars/personal information for the purpose of running the CP, including but not limited to announcing and publishing Participants' names and/or photos for advertising and publicity purposes in any manner Razer Pay deems appropriate.
(g) Participant(s) hereby give their consent to and authorize Razer Pay to disclose their particulars to the appointed representatives of Razer Pay for purposes of this CP. Razer Pay warrants that the disclosure of such particulars to any third-party service providers shall be limited to the mobile number and shall be used only in relation to and for purposes of this CP.
(h) In addition, and without prejudice to the terms in Razer Pay's Privacy Notice, Participants agree and consent to their personal date or information being collected, processed and used by Razer Pay for marketing and promotional activities conducted in such manner as Razer Pay see fit in any media including but not limited to any form of advertising or publicity media and materials such as audio and/or visual recordings published through newspapers, television networks, radio stations or online and digital media and on the Internet, without further express consent from the Participants. Marketing and promotion activities include without limitation the use and/or publication of any details provided in and/or in connection to the entries, as well responses and related photographs.
(i) The limited rights granted to User to access and use the Razer Cards under these Terms & Conditions do not convey any additional rights in the Razer Card, or in or to any Intellectual Property Rights associated therewith. Subject only to the limited rights to access and use the Razer Product as expressly provided herein, all rights, title and interest in and to the Razer Pay Product and all hardware, software and other components of or used to provide the Razer Product, including all related Intellectual Property Rights, will remain with and belongs exclusively to Razer Pay.
(j) User(s) will inform Razer Pay via in app if there is any delay in the issuance of the Razer Card. Razer Pay shall not be liable to Participants for any non-performance, error, interruption, delay, inaccuracy, unreliability, or unsuitability of the CP and Razer Card (or any part thereof).
(k) You agree to hold harmless and indemnify Razer Pay, our affiliates and subsidiaries, officers, directors, agents, and employees from and against any third party claim arising from or in any way related to (i) your breach of these Terms & Conditions; (ii) your use of the Razer Card and/or your participation in the CP, or your violation of applicable laws, rules or regulations in connection thereof.
(l) These Terms & Conditions will remain as long as the User is taking part in the CP unless earlier terminated pursuant to these Terms & Conditions. Either party may terminate these Terms & Conditions before the end of the CP for any reason or no reason upon written notice to the other party. Upon termination, you will cease using the Razer Card under the CP. Upon receipt of the User's cancellation request, Razer Pay will terminate the Razer Card.
(m) These Terms & Conditions will automatically be terminated by Razer Pay at its' sole discretion upon any breach by you of any of your obligations hereunder. Your breach of any of your obligations under these Terms & Conditions may also result in your immediate termination from use of any other Razer Pay services, or participation in any other Razer Pay programs at Razer Pay's sole discretion.

The Razer Card Program Terms and Conditions (Effective on February 1, 2021)

**Razer Card Cashback Program Terms and Conditions ("Cashback Terms & Conditions")**

1. The Razer Card Cashback Program ("Cashback Program") launched by Razer Fintech (SG) Pte Ltd (formerly known as RazerPay Pte. Ltd.) subsidiary of Razer Inc. (Razer Pay) gives Razer Card holders ("Cardmembers") the opportunity to earn the following cashback ("Cashback") during CP:

| Card Tier | Cashback |
|---|---|

| | |
|---|---|
| Virtual-Only | 10% on Transactions at Razer Store and for Razer Gold purchases<br>1% on Transactions all other purchases |
| Standard | 10% on Transactions at Razer Store and for Razer Gold purchases<br>1% on all other purchases |
| Premium | 10% on Transactions Razer Store and Razer Gold purchases<br>1% on Transactions for all other purchases |

2. By taking part in the Cashback Program, you acknowledge that you have read, understood and agreed to be legally bound by these Cashback Terms & Conditions, Razer Card T&Cs and decisions of Razer Pay without limitation or qualification.

3. You also agree to be bound by the Razer Pay Terms of Service at https://www.razer.com/legal/razer-pay-sg-terms-conditions and/or the Razer Pay mobile application, which are incorporated by reference into these Cashback Terms & Conditions. In the event of a conflict between the provisions of these Cashback Terms & Conditions and the Razer Pay Terms of Service, the provisions of these Cashback Terms & Conditions shall prevail in so far as they apply to the Cashback Program.

4. To qualify for the Cashback, Cardmembers must charge their purchases to their Razer Card. For avoidance of doubt, charges made via the Razer Pay e-wallet QR payment function, transfers, and mini-app payments will not qualify for a Cashback.

5. Cashback will be awarded to Cardmembers for the following transactions (collectively "Transactions"):

   a. "Qualifying Spend" means retail transactions charged to the Razer Card (i.e. transaction date) in a calendar month and posted into the Card Account (i.e. posting date) at the point of computation of the Cashback. It includes retail transactions, recurring bill payments and refunds that are in local and foreign currencies posted to the Card Account at the point of computation of the Cashback. It excludes interest, finance charges, cash withdrawal, Cash Advance, balance transfer, and top-ups to stored-value facilities, and all fees charged by Razer Pay.

   b. "All Spend" refers to retail transactions that are in local and foreign currencies charged to the Razer Card (i.e. transaction date) in a calendar month and posted into the Card Account (i.e. posting date) at the point of computation of the Cashback.

   c. "Eligible Spend" refers to online retail transactions ("Online Spend") and retail transactions made via Visa contactless ("Visa Contactless Spend") that is charged to the Razer Card (i.e. transaction date) in a calendar month and posted into the Razer Card Account (i.e. posting date) at the point of computation of the Cashback.

   d. "Online Spend" refers to retail transaction for goods and services made via the Internet and processed by the respective merchants/acquirers as an online transaction through Visa Worldwide networks, charged to the Razer Card (i.e. transaction date) in a calendar month and posted into the Razer Card Account (i.e. posting date) at the point of computation of the Cashback. Razer Pay determines an online transaction based on system indicators. These indicators are decided by the merchant and their banker, and passed to Razer Pay when the transaction is posted to the Card.

   e. "Visa Contactless Spend" refers to transactions made via Visa contactless through a contactless terminal via the Razer Card or mobile wallet (Apple Pay or Google Pay), charged to the Razer Card (i.e. transaction date) in a calendar month and posted into the Razer Card Account (i.e. posting date) at the point of computation of the Cashback.

4. By taking part in the Cashback Program, you acknowledge that you have read, understood and agreed to be legally bound by these Cashback Program Terms & Conditions, Razer Card T&Cs and decisions of Razer Pay regarding this Cashback Program without limitation or qualification

5. You also agree to be bound by the Razer Pay Terms of Service at https://www.razer.com/legal/razer-pay-sg-terms-conditions/] and/or the Razer Pay mobile app, which are incorporated by reference into these Cashback Program Terms & Conditions. In the event of a conflict between the provisions of these Cashback Program Terms & Conditions and the Razer Pay Terms of Service, the provisions of these Cashback Program Terms & Conditions shall prevail in so far as they apply to the Cashback Program.

6. By participating in this Cashback Program, you agree and consent to your personal data being collected, processed and/or used by Razer Pay in accordance with Razer Pay's Privacy Notice.

7. Employees of Razer Fintech including its affiliated and related companies and/or representatives, employees, servants and/or agents of advertising and/or promotion service providers of Razer Fintech including its affiliated and related companies **shall be** eligible to participate in Cashback Program.

8. Cashback will not be awarded for the following:
   a. Payments made via Razer Pay wallet QR payment function
   b. Razer Pay transfers
   c. Payments made via mini apps in Razer Pay
   d. Any other payments made via Razer Pay and not processed on the VISA network
   e. Any top-ups or payment of funds to payment service providers, prepaid cards, any prepaid accounts, or purchase of prepaid cards/credits (including but not limited to EZ-Link, GrabPay, NETS FlashPay and Singtel Dash)

f. Any betting transactions (including but not limited to levy payments to local casinos, lottery tickets, casino gaming chips, off-track betting, and wagers).
g. Any transactions related to crypto currencies.
h. Balance transfer, fund transfer, cash advances, annual fees, interest, late payment charges, all fees charged by Razer Pay, miscellaneous charges imposed by Razer Pay (unless otherwise stated in writing by Razer Pay)
i. Any other transactions determined by Razer Pay from time to time

10. Cashback set out under Clause 1 of these Cashback Program Terms & Conditions will be credited to the Cardmember's Razer Pay Wallet (that is of good standing) by the 30th calendar day following the last day of the calendar month the Eligible Spend is charged and posted into the Razer Card Account.

11. Cashback is computed based on 2 decimal places per transaction without rounding up.

12. Razer Pay shall not be responsible for any failure of delay in posting of Transactions which may result in any Cardmember or Participant being omitted from enjoying the benefits of Cashback Program.

13. Any Cashback awarded by Razer Pay to Cardmembers in respect of reversed Transactions will be deducted from the User's Razer Pay Wallet Account accordingly.

14. Cashback awarded will be reflected in Razer Pay transaction history. The Cashback will automatically be credited to the Razer Pay wallet in the manner as set forth under this Cashback Terms & Conditions.

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

16. Razer Pay's decision on all matters relating to the Cashback Program shall be final and conclusive.

17. In the event of any inconsistency between these Cashback Terms & Conditions and any brochure, marketing or promotional material relating to the Razer Card, Razer Card Terms & Conditions shall prevail in so far as they apply to the Cashback Program.

18. Razer Pay may vary these Cashback Terms & Conditions or suspend or terminate the Cashback Program without any notice or liability to any party.

19. Cardmembers are responsible for and shall comply with these Terms & Conditions and shall not, as part of their participation in the Cashback Program, breach any of these terms and are further responsible for complying with all applicable laws when participating in the Cashback Program.

20. Cardmembers are responsible for all information submitted, transmitted, or otherwise made available during participation of the Cashback Program whether to Razer Pay or third parties.

21. Cardmembers shall not participate in the Cashback Program nor permit the participation of the Cashback Program in any manner which may adversely affect the participation of others or the reputation/goodwill of Razer Pay.

22. To the fullest extent permitted by the law, in no event will Razer Pay nor any of its officers, servants, employees, representatives and /or agents (including, any third party service providers that Razer Pay may engage for purposes of this Cashback Program) be liable for any loss or damages (including loss of income, profits or goodwill or direct, indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Cashback Program and/or the Cashback even if Razer Pay has been advised on the possibility of such damages in advance, and furthermore all such damages are expressly excluded.

23. Razer Pay reserves the sole and absolute right to withdraw, amend and/or alter any part of the whole terms and conditions in relation to the Cashback Program Terms & Conditions and/or to modify, cancel, terminate or suspend the Cashback Program at any time without giving any prior notice and no compensation in cash or in kind shall be given to any participants or Cardmembers, and participants and Cardmembers agree to be bound by those changes. Razer Pay's decisions on any matter related to the Cashback Program shall be final and conclusive.

24. Razer Pay shall not be liable for any non-performance, error, interruption, delay, inaccuracy, unreliability, or unsuitability of the Cashback Program (or any part thereof). Razer Pay offers no warranty or representation whatsoever, express, implied, or statutory, in relation to the Cashback Program including, without limitation, the merchantable quality and fitness for purposes in respect of the Cashback/ Cashback Program.

25. Participant(s) hereby give their consent to and authorize Razer Pay to disclose their particulars to the appointed representatives of Razer Pay for purposes of this Cashback Program. Razer Pay warrants that the disclosure of such particulars to any third-party service providers shall be limited to the mobile number and shall be used only in relation to and for purposes of this Cashback Program.

26. In addition, and without prejudice to the terms in Razer Pay's Privacy Notice, by participating in the Cashback Program Cardmembers agree and consent to their personal date or information being collected, processed and used by Razer Pay for marketing and promotional activities conducted in such manner as Razer Pay see fit in any media including but not limited to any form of advertising or publicity media and materials such as audio and/or visual recordings published through newspapers, television networks, radio stations or online and digital media and on the Internet, without further express consent from the Cardmembers. Marketing and promotion activities include without limitation the use and/or publication of any details provided in and/or in connection to the entries, as well responses and related photographs.

27. Razer Pay shall not be liable to Cardmembers for any non-performance, error, interruption, delay, inaccuracy, unreliability, or unsuitability of the Cashback Program and Razer Cards (or any part thereof).

28. These Cashback Terms & Conditions are governed by and construed under the laws of Singapore.

**RAZER CARD AGREEMENT**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. YOU SHOULD NOT REGISTER FOR OR USE THE CARD/SERVICES OR YOU SHOULD IMMEDIATELY CEASE YOUR USE OF THE CARD/SERVICES IF AT ANY TIME YOU DISAGREE WITH THE TERMS AND CONDITIONS HEREIN. YOUR REGISTRATION AND/OR CONTINUED USE OF THE CARD/SERVICES SHALL MEAN THAT YOU UNDERSTAND, ACCEPT AND AGREE TO BE GOVERNED BY ALL OF RAZER PAY'S TERMS AND CONDITIONS. ANY PERSON THAT YOU ALLOW TO ACCESS THE SERVICE USING YOUR ACCOUNT AND/OR CARD SHALL ALSO BE BOUND BY THESE TERMS AND CONDITIONS.**

**PREAMBLE**

The Services (as defined below) are provided by Razer Fintech Pte Ltd (formerly known as Razerpay Pte Ltd) (hereinafter called "Razer Pay") a subsidiary of Razer Inc. These terms and conditions ("Agreement") shall govern your access to and/or use of the Service. Razer Pay reserves the right to amend, modify, add or remove any provisions under this Agreement at any time as we deem necessary with 21 days' notice to you before any such variation to the terms and conditions take effect. Your continued use of the Services shall constitute your acceptance of the prevailing Agreement including any term which may have been amended. You are responsible to regularly check the terms and conditions of this Agreement.

In addition, you shall be subjected to any guidelines or rules applicable to the Services, which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the Agreement. Razer Pay may also from time to time, offer other services that are governed by different terms of service. Unless expressly stated otherwise, this Agreement does not apply to such other services.

In addition to the foregoing terms and conditions, when you use our Website or the Razer Pay application, the Terms of Service governing the Razer Pay application, the Website (if any) and Privacy Notice shall apply in addition to and not in substitution for any terms and conditions contained in this Agreement.

In consideration of Razer Pay agreeing to make available the Services to you, you hereby agree to be bound by the following terms and conditions:

**1. DEFINITIONS**

1.1 In this Agreement, the following words and expressions shall have the following assigned meanings, unless the context otherwise requires:

| | |
|---|---|
| **3D Secure** | means the secure protocol designed to ensure enhanced security and strong authentication for the Cardholder when the Cardholder uses his/her Card for online purchases that require OTP. It is also called "3DS" or "ACS". |
| **Application Form** | means the application form under Clause 3 of this Agreement wherein Card Holder will go be put through user verification process. |
| **Business Day** | means any day (excluding Saturdays, Sundays, and Public Holidays) on which banks are open for business in Singapore. |
| **Card** | means the virtual Razer Pay Visa Prepaid Card issued by Razer Pay and if requested includes the physical prepaid card, issued pursuant to this Agreement which includes any co-branded prepaid card issued in association with any third party or under any product or selected name or reference. |
| **E-Wallet Account** | means the non-interest-bearing Razer Pay e-wallet account to be opened and maintained by Razer Pay for the issuance and use of the Card and from which payment for any purchases of goods and/or services by the Cardholder and any other applicable fees, charges and/or taxes are to be deducted or debited for the applicable Transaction Services. |
| **E-Wallet Account Balance** | means the funds available in the E-Wallet Account. |
| **Card Security Details** | means the Card number, the Card PIN, OTP, the password, any internet password and internet identity number/code or any other security details relating to the Card or E-Wallet Account. |

| | |
|---|---|
| **Contactless Reader** | means a point-of-sale device at which a Card may be used on contactless mode to execute Transactions |
| **Customer Service** | means Razer Pay's customer service at https://pay.razer.com |
| **Maximum Card Limit** | shall be the same as the maximum wallet limits specified at https://pay.razer.com or such other amount as may be prescribed by Razer Pay from time to time. |
| **Razer Pay Application** | means the Razer Pay application. |
| **Mobile Device(s)** | means the mobile phone or such other communication device which is used to access the Transaction Services. |
| **Transaction Services** | means the Services which may be accessed by the Cardholder via the Internet, Razer Pay Application, Mobile Device, or any other electronic medium. |
| **OTP** | means One Time PIN which is a 6-digit code generated by Razer Pay to facilitate Cardholder's 3D Secure online transactions and/or Card PIN creation/change and/or Razer Pay Application transactions. This OTP is only valid for one session or transaction, on a computer system or digital device. |
| **Pre-Authorization** | is a procedure where the systems will automatically pre-book an amount from the E-Wallet Account for certain Transactions including attended petrol kiosk/station, hotel and parking transactions. |
| **PIN** | means the personal identification number issued on the Card whereby the Cardholder must enter his or her PIN to complete Transactions as and when PIN entry is required by any point-of-sale devices. |
| **Product Disclosure Sheet** | means a disclosure document about the Card, including but not limited to its features, fees, charges, and benefits. |
| **Services** | means services under this Agreement which enables the use of the Card in the E-Wallet account to perform Transactions and other the products and services made available to the Cardholder by Razer Pay from time to time. |
| **Stored Value Currency** | means currency in Singapore Dollars. |
| **Suspense Account** | means a separate account in which any balance in excess of the maximum stored value will be transferred to and stored. |
| **Top-Up** | means the top-up amount or further reload amount deposited by the Cardholder into the E-Wallet Account which shall not cause the E-Wallet Account to exceed the Maximum Card Limit at any given time or such other amount as may be determined by Razer Pay for cash withdrawal or the purchase of goods and/ or services from the Merchants in accordance with the terms and conditions herein. |
| **Top-Up Channel(s)** | means the available channels for reloads identified by Razer Pay from time to time. The available channels may be changed or replaced by Razer Pay from time to time. The latest details of the Top-Up Channels can be found on the Website or any other such sites as Razer Pay may determine from time to time. |
| **Transaction** | means any type of transaction effected through or in connection with the use of the Card, including but not limited to, the Transaction Services, online inquiries and any other electronic mode of communications relating to the Card. |
| **Visa** | means Visa, Visa Worldwide, Visa Payment Network. |
| **Website** | means the Razer Pay website at https://pay.razer.com/sg/ |

1.1. Unless the context otherwise requires:

1.1.1. Words denoting one gender include all other genders and words denoting the singular to include the plural and vice versa.

1.1.2. The headings in this Agreement are inserted merely for convenience of reference and shall not affect the interpretation of the provisions herein contained.

## 2. AGREEMENT

The Cardholder's signature and/or biometric authentication provided during the Card application process shall constitute the Cardholder's agreement to the terms and conditions herein governing the usage of the
Card.

## 3. APPLICATION AND ACTIVATION OF THE CARD

3.1. You may apply for the Card through our Razer Pay Application or such other channels that Razer Pay may introduce from time to time.

3.2. In order to apply for the Card the applicant must have completed the e-KYC verification process and submit it to Razer Pay together with image copy of his or her identification card or equivalent, and all other relevant supporting documents and payments as specified by Razer Pay. Card applications can only be considered by Razer Pay if the required documents are provided to Razer Pay during the Card on-boarding process.

3.5. The physical Card shall be valid for such period indicated on the Virtual Card in-app unless terminated earlier in accordance with this Agreement.

3.6. All Card applications are subject to applicable fees published by Razer Pay at the Website from time to time.

3.7. The Cardholder acknowledges and agrees that Razer Pay may refuse to accept the registration of the Card without any obligation to inform the Cardholder of its reason for such refusal and such decision shall be final and conclusive without any liability to Razer Pay.

3.8. The Cardholder hereby agrees that Razer Pay shall not, in any manner whatsoever, be held responsible for any loss incurred and/or damage suffered by the Cardholder as a result of Razer Pay's failure to activate the Card.

3.9. The Cardholder must immediately inform Razer Pay of any changes in the particulars provided to Razer Pay in the Application Form in accordance with Clause 44 of this Agreement.

3.10. The Cardholder further agrees that the Card application may be accepted, and the Card may be issued by Razer Pay at its sole discretion. The virtual Card can be activated via Razer Pay Application. Activation of the Card shall constitute Razer Pay's acceptance of the Cardholder's application and the Cardholder's acceptance of the terms and conditions hereunder.

## 4. PERSONAL IDENTIFICATION NUMBER ("PIN")

4.1. Razer Pay will send a temporary PIN (i.e. OTP) to the Cardholder via Short Messaging Service (SMS) or via push notification to the Cardholder's Mobile Device at his or her own risk or by whatever means Razer Pay deems fit. The Cardholder shall create his/her Card PIN using Razer Pay Application.

4.2. The Cardholder, upon receipt of the temporary PIN (i.e. OTP), shall immediately change the temporary PIN to a new PIN of his or her choice. The Card PIN is a secret 6-digit number chosen by the Cardholder.

4.3. The Cardholder can change the Card PIN via Razer Pay Application. If the Cardholder has forgotten his or her Card PIN, Razer Pay will issue the Cardholder with a new temporary PIN (i.e. OTP) upon the Cardholder's request. The Cardholder must immediately change the temporary PIN (OTP) to a Card PIN of his/her own choice.

4.4. The Cardholder acknowledges that the PIN serves as a means of authenticating and verifying his or her identity for the purposes of Transactions. The Cardholder hereby authorizes Razer Pay to accept, follow and act upon all requests or instructions when identified by the PIN and Razer Pay shall not be liable for acting upon such requests or instructions notwithstanding any error, fraud or forgery, misunderstanding or lack of clarity in respect of any such requests or instructions.

4.5. The Cardholder agrees to at all times act responsibly with regards to the Website, Razer Pay application, Transaction Services, and their use. The Cardholder shall not access these if his or her computer or Mobile Device is not free of malware or viruses, and shall not violate any laws, interfere or disrupt computer networks, impersonate another person, gain any unauthorized entry or interfere with the Website or Razer Pay Application's systems and integrity.

4.6. In the event of lost or stolen physical Card as reported by the Cardholder and upon Razer Pay agreeing to issue the Cardholder with a new physical Card, a temporary PIN (i.e. OTP) for the new physical Card will also be issued by Razer Pay. The Cardholder will not be able to use the existing PIN for the new replacement physical Card. The Cardholder must create a physical Card PIN of his / her choice.

**5. E-WALLET ACCOUNT AND RAZER PAY APPLICATION**

5.1. The Cardholder acknowledges that his/her opening, download and use, where applicable, of the E-Wallet Account and/or the Razer Pay Application shall be on a non-exclusive and non- transferable basis and is subject always to the following additional conditions:

(a) The Cardholder shall not use the E-Wallet Account or Razer Pay Application for any purpose other than to access the Cardholder's own E-Wallet Account.

(b) The Cardholder shall not download or install the Razer Pay Application into a Mobile Device which the Cardholder does not own or have exclusive control.

(c) The Cardholder shall not permit or enable any person to access the E-Wallet Account or Razer Pay Application, or leave your electronic device or Mobile Device unattended in such a manner as to enable a person to access the E-Wallet Account or Razer Pay Application;

(d) The Cardholder shall not reproduce, modify, or reverse engineer the Razer Pay Application or permit another person to do so.

(e) The E-Wallet Account and Razer Pay Application is made available to the Cardholder strictly on an "as is" basis, and to the extent as permitted under law and/or regulation, no warranty is made in relation to the E-Wallet Account or Razer Pay Application, including any warranty in relation to its merchantability, fitness for purpose, satisfactory quality or compliance with description, and all warranties which may be implied by law or custom are hereby excluded. In addition, the Cardholder agrees that Razer Pay cannot ensure that the E-Wallet Account and Razer Pay Application will be compatible or may be used in conjunction with any electronic device or mobile device, and the Cardholder agrees that unless inconsistent with the other expressed provisions herein, the Cardholder shall not hold Razer Pay liable for any such incompatibility or for any loss or damage to any electronic device or mobile device which may be caused by the E-Wallet Account or Razer Pay Application or the installation process.

(f) The Razer Pay Application currently only works on certain compatible electronic devices or smartphones and other devices as determined by Razer Pay. Razer Pay may change the version of the operating system that works with the Mobile App at any time. Some features may not be available on all platforms or operating systems.

(g) The Cardholder may download the Razer Pay application from the application stores that are approved by Razer Pay. Updates to the Razer Pay Application may be issued by Razer Pay from time to time via the authorized application stores. Depending on the update, you may not be able to use the Razer Pay Application until you have downloaded the latest version of the Razer Pay Application and accepted any new terms.

(h) The Cardholder shall not open, install or use the E-Wallet Account and/or Razer Pay Application on a jail-broken or rooted device. Unauthorized modifications to any mobile devices' operating systems ("jail-breaking or rooting") bypasses security features and can cause numerous issues to the hacked devices. Razer Pay cautions against opening or installing the E-Wallet Account or Razer Pay Application in any hacked mobile devices. For the avoidance of doubt, Razer Pay shall not be liable for any losses that is suffered or for any costs that the Cardholder might incur due to damage or corrupted or failure of device, hardware or software that Cardholder use in connection with the E-Wallet Account or Razer Pay Application.

**6. USE OF THE CARD & PRECAUTIONS**

6.1. Subject to the terms and conditions of this Agreement, the Cardholder may use the Card for Transactions as set out in Clause 7 below or any other Transactions Razer Pay may determine from time to time.

6.2. The Cardholder acknowledges that the Card is non-transferable, and the Card shall only be used exclusively by the Cardholder. The Cardholder shall not give the Card to any other third party or allow them to use it to effect Transactions.

6.3. The Cardholder must take all reasonable precautions to prevent the Card and Card Security Details from being misused or being used to commit fraud. These precautions include without limitation the below:

(a) Signing the physical Card as soon as it is received from Razer Pay and complying with any security instructions stipulated by Razer Pay.

(b) Protecting the Card and any Card Security Details and not allowing another person to see any Card Security Details at all times.

(c) Destroying/deleting any notification of the OTP and/or any Card Security Details.

(d) Not writing down the Card Security Details nor disclosing them to any other person under any circumstances or by whatever means (including persons in apparent authority, family members or spouse), and the Cardholder shall be fully responsible and liable for all transactions effected by the use of the Card PIN or OTP whether it is carried out with or without knowledge or authority of the Cardholder;

(e) Not selling, damaging, manipulating, replicating, or tampering with the Card or do any act of modification to the physical Card.

(f) Ensuring that the transaction amount is correct before the Cardholder signs any vouchers or transaction records given to him or her by any Merchants or financial institutions or before the Cardholder enters Card PIN and/or OTP at the Merchant's point-of-sale device and/or at any electronic banking terminals;

(g) Keeping Card receipts securely and disposing of them carefully.

(h) Remembering to retrieve Card after use.

(i) Contacting Razer Pay immediately relating to any suspicious matter or problem regarding the use of the Card at a device or terminal; and

(j) Checking the Transaction history regularly and reporting any suspicious activities immediately.

## 7. TRANSACTION SERVICES

7.1. Upon the successful registration and activation of the Card, the Cardholder will also be able to access applicable Transaction Services subject to the download and installation of the Razer Pay application on the Cardholder's Mobile Device and complying with all such other the instructions provided by Razer Pay from time to time for purposes of accessing and registering for the Transaction Services.

7.2. The Transaction Services shall only be available for electronic devices, Mobile Devices and data connections which meet the required specifications and configurations as may be specified by the Razer Pay from time to time and it is solely the Cardholder's responsibility to procure and maintain the relevant equipment and data connection which meet these requirements at the Cardholder's own expense.

7.3. Additional terms and conditions may be imposed by Razer Pay and user guidance on the operation or usage of the Transaction Services shall be made available to the Cardholder within the relevant platform utilized by the Cardholder to access those services. The Cardholder is required to comply with all such terms and conditions and follow all relevant user guidance whenever accessing or operating the relevant electronic devices or Mobile Devices when utilizing the Transaction Services.

7.4. The scope features and functionality of each of the Services available through different platforms and electronic mediums may differ from one another and may be varied by the Razer Pay from time to time. The Cardholder agrees and acknowledges that certain Services, functions and/or features available on one platform may not be available on another platform and these may or may not become available in the future.

## 8. TOP-UP & MAXIMUM CARD LIMITS

8.1. The Cardholder must ensure there are sufficient funds in his or her E-Wallet Account to pay for each Transaction including the applicable fees and charges imposed for the Transaction failing which the Transaction will be declined.

8.2. The Cardholder can only transact and use the Card for Transactions up to the Maximum Card Limit that Razer Pay has approved for the Cardholder which is tied to the E-Wallet Account (i.e. Razer Pay e-wallet account) .

8.3. The Cardholder may increase the E-Wallet Account Balance through Top-Up provided that the value of the Card does not exceed the Maximum Card Limit. If the Top-Up causes the E-Wallet Account Balance to exceed the Maximum Card Limit, the reload will be rejected by Razer Pay.

8.4. If the E-Wallet Account Balance is insufficient for the Transaction, it will be declined. Razer Pay reserves the right to suspend the Card until the Cardholder reloads his or her E-Wallet. Razer Pay shall not be held responsible for any loss incurred and/or damage suffered by the Cardholder as a result of insufficient funds in the E-Wallet Account or due to the suspension of the Card.

8.5. For all Top-Up Channels, please refer to the Website or "Support function" in the "Me" tab within the Razer Pay application for more details. The Top-Up Channels are not fixed and may be changed or replaced by Razer Pay from time to time. For Top- Up Channels operated by Razer Pay's authorized agents or partners, a fee may be levied by the respective agents or partners. The Cardholder may check with the respective agents and partners for the applicable reload fees chargeable by them, or alternatively the Cardholder may refer to the Website.

8.6. Each Top-Up must be done in SG$ only and is subject always to the Maximum Card Limit.

8.7. All Top-Up shall not be considered to have been made until such time as Razer Pay has received and processed the actual good value for the relevant reload. Razer Pay shall not be liable for any delay in crediting such reloads in the E-Wallet Account for use.

8.8. Razer Pay shall not be responsible or held liable for any disputes (or loss) in relation to any excess amount if there is any attempt, have attempted or actually topped-up in excess of the Maximum Card Limit, and Razer Pay reserves the right to take any action that may deem necessary, including blocking, suspending and/or terminating and cancelling the Card if Cardholder has persistently attempted to do so, despite the Maximum Card Limit stipulated for the Card.

8.9. Razer Pay may suspend, revoke and/or block any Top-Up to the E-Wallet Account if Razer Pay suspects that such reloads are irregular or illegal.

**9. USING THE CARD**

9.1. The use of the Card or Card PIN or OTP, the services, functions and facilities available in connection with the Card, including the Transaction Services, shall be subject to these terms and conditions (as may be varied, modified or supplemented by Razer Pay from time to time in accordance with Clause 26) and to the compliance with such requirements, limitations and procedures as may be imposed by any regulatory authority or Razer Pay from time to time.

9.2. The Cardholder may use the Card to carry out a transaction (whether by way of payment for purchase of goods or services from any Merchants that display the VISA logo) provided that the Cardholder has sufficient E-Wallet Account Balance.

9.3. The Cardholder shall be solely responsible to ensure that the transaction amount is correct before effecting his or her payment. By signing a sales transaction slip or entering the Card PIN or OTP or otherwise using the Card at any electronic point of sale terminal, it is deemed that the Cardholder has agreed to the transaction and confirmed the amount is correct.

9.4. The Cardholder shall be responsible for all goods and services tax and all other taxes that may be imposed on or payable in respect of any amount required to be paid under this Agreement or any Transaction. The Cardholder hereby authorizes Razer Pay to debit the amount for all goods and services tax and all other taxes and any applicable fees and charges to his or her E-Wallet Account without prior notice. For further details, please visit the Website or consult the Help section within the Razer Pay application.

9.5. The Cardholder agrees that Razer Pay may from time to time impose maximum daily transaction limit and daily withdrawal limit, and the Cardholder shall strictly comply with such limits imposed.

9.6. The Cardholder acknowledges that services relating to the Card may be inoperative or interrupted from time to time, and if it occurs, Razer Pay shall not be liable or responsible for any interruption on the use of the Card.

9.7. The terms and conditions, the availability and the use of the Card shall, where applicable, be subject all rules, regulations, guidelines, notices and restrictions issued by the Monetary Authority in Singapore, Visa and any other relevant bodies or authorities having jurisdiction over Razer Pay, where applicable.

**10. USE OF THE CARD**

10.1. For certain Transactions Pre-Authorization will apply. A pre-booked prescribed amount (if applicable) will be reserved in the E-Wallet Account and will not be made available for use by the Cardholder. Any excess pre-booked amount (which represents the difference between the transaction value and the pre- booked amount) will automatically be released and made available for use by the Cardholder at approximately T+ 7 days (Note: T = Transaction date) or such other period as may be determined from time to time once the acquiring bank claims for the actual purchase value from Razer Pay. For hotel and parking transactions, the pre-booked amount will be reserved in the E-Wallet Account and will not be made available for use by the Cardholder for a maximum 30 days or such other period as may be determined by Razer Pay from time to time.

10.2. Transaction with Merchants

10.2.1. All Transactions with Merchants carried out by the Cardholder shall firstly be made in the currency of the jurisdiction where the Transaction took place or in the currency in which the Transaction is denominated.

10.2.2. The issue of the Card does not imply any obligation on Razer Pay that the Card will be honored by the Merchants upon its presentation or use. Any complaint in respect of the refusal of any Merchants to accept the Card shall be resolved directly with such Merchants. The Cardholder shall not be entitled to set-off or counterclaim against Razer Pay or to withhold payment to Razer Pay on account of such complaint or under any circumstances whatsoever in respect for any payment made to any Merchants notwithstanding any claim or dispute that the Cardholder may have against the Merchants.

10.2.3. In addition to the right to purchase good and/or services from the Merchants, the Cardholder may be entitled to obtain such discounts, benefits and privileges as Razer Pay may from time to time notify the Cardholder PROVIDED THAT the Card shall be valid during the time of purchase and has not been cancelled by Razer Pay for any reasons whatsoever.

10.3. Card Not Present & Overseas Transaction

10.3.1. Unless expressly authorized by the Cardholder, the Cardholders are only allowed to make EMV, NFC, and 3D Secure transactions in order to safeguard and promote the Card security features. All overseas magnetic stripe transactions and Non-3D Secure (inclusive mail order and telephone order) transactions will be disabled by default. The Cardholder, at his/her discretion, shall request Razer Pay to activate overseas and/or Non-3D Secure and/or Card-Not-Present transactions during the Card application process or after the Card is issued.

10.3.2. Razer Pay is under no obligation to verify the identity or the authority of the person entering the Card information or OTP. For all Transactions via Razer Pay Application, the Cardholder agrees that any entry of his or her Card information (and OTP, if required) shall be regarded as a genuine and legitimate instruction from the Cardholder, and Razer Pay reserves the right, at its sole and absolute discretion, to refuse or reject any such transaction if Razer Pay doubts its authenticity or it is suspicious or unlawful, but Razer Pay shall not be obliged to investigate the transaction.

**11. CARD WITH CONTACTLESS TRANSACTION ENABLED FEATURES**

11.1. The Cardholder acknowledges that the Card will support payment for goods and services by tapping the Card at Contactless Readers/Terminals (either via physical Cards themselves, or via tokenized mobile wallets for physical and virtual Cards). The Card and the related contactless devices and terminals will bear the applicable EMV contactless logos. If the Cardholder chooses to disable contactless use, the Cardholder must notify Razer Pay to disable it.

11.2. Contactless transactions exceeding an amount (per Transaction amount or cumulative amount for the day) specified by Razer Pay will require the Cardholder to enter his/her Card PIN at the point-of-sale terminals.

11.3. The Cardholder acknowledges and agrees that performing contactless transactions is at the absolute risk of the Cardholder and the Cardholder shall be liable for all contactless transactions regardless of whether or not the transactions were authorized by the Cardholder. All contactless transactions will be deemed to have been properly authorized by the Cardholder.

**12. LOSS/THEFT/UNAUTHORISED USE OF CARD**

12.1. The Cardholder must keep his or her Card, Card Security Details and Card information secure, using all reasonable precautions to prevent the loss, theft or unauthorized use of the Card and ensure that his or her Card Security Details and/or Card information is not disclosed to any other person.

12.2. The Cardholder agrees that he or she shall be fully and solely responsible and liable for all transactions effected by the use of the Card including online transactions and transactions via Razer Pay Application and/or the Card PIN and/or OTP and/or the Card information whether authorized or unauthorized.

12.3. In the event the physical Card is lost, stolen or suspected of being compromised or used in an unauthorized way or Card PIN and/or OTP and/or Card information is disclosed to any unauthorized person, the Cardholder shall notify Razer Pay immediately of the same by calling the Customer Service Help Desk or a written confirmation and/or electronic mail.

12.3.1. In certain circumstances, Razer Pay may require the Cardholder to lodge a police report of the loss, theft or disclosure and provide a copy of the police report and any other information that Razer Pay may require. Razer Pay reserves the right not to entertain any claims of lost/stolen Card where the information given by the Cardholder is deemed incomplete. Notwithstanding, Razer Pay may also request Cardholder to block the Card through the Razer Pay Application.

12.3.2. The Cardholder shall remain fully and solely responsible and liable for all transactions carried out using his or her Card including online transactions and transactions via Razer Pay Application prior to the E-Wallet Account being blocked by Razer Pay.

12.4. Razer Pay may, at its absolute discretion, resolve that the Cardholder's liability be limited to the Maximum Card Limit provided that the Cardholder has not acted fraudulently or compromised the security aspect of the Card or the online system or Razer Pay Application and that the Cardholder has immediately given the required notification under Clause 12.3 above. In this regard, the exercise of Razer Pay's discretion is final and binding.

12.5. If the lost or stolen Card is subsequently recovered after a new replacement Card is issued, the Cardholder shall immediately return to Razer Pay the old physical Card, cut in half across its microchip and magnetic strip.

**13. REPLACEMENT PHYSICAL CARD**

During the validity period of the Card, subject to payment by the Cardholder of any replacement physical Card fee imposed by Razer Pay, a replacement Card shall be issued, at Razer Pay's discretion, in circumstances of loss or theft of the Card or due to faulty, damaged or defective Card arising from the Cardholder's own negligence. The balance from the blocked physical Card will be transferred to the E-Wallet Account accordingly upon activation of the replacement physical Card. In the event the Cardholder does not wish to receive the replacement physical Card, he/she may continue to use the virtual Card.

**14. EXPIRY**

14.1. A Card shall not be valid upon its expiry which shall be five (5) years. The expired physical Card will be automatically renewed with a new Card subject to a renewal fee being imposed by Razer Pay, unless otherwise instructed by the Cardholder by giving Razer Pay 30 days 'prior written notice.

14.2. In the event that upon the expiry of the Card, the Cardholder does not wish to be issued with a new Card, his or her E-Wallet Account Balance shall be refunded to him or her (less any applicable fees and charges) within thirty (30) Business Days from the date the request was made and received by Razer Pay.

**15. CANCELLATION/TERMINATION**

15.1. The Cardholder may, at any time request to cancel or terminate his or her Card by providing written notice to Razer Pay. Upon receipt of the Cardholder's cancellation request, Razer Pay will terminate the Card.

(a) Where the termination was carried out upon the Cardholder's request, the balance of funds in the Razer Pay e-wallet will be made available (less any applicable fees and charges) within thirty (30) Business Days from the date the request was made and received by Razer Pay; and

(b) where the termination was carried out by Razer Pay, the balance of funds in the Razer Pay e-wallet will be made available (less any applicable fees and charges) within thirty (30) Business Days from the date of effective termination by Razer Pay.

15.2. Thereafter, the Cardholder shall return to Razer Pay the physical Card, cut in half across its microchip and magnetic strip.

15.3. Razer Pay is entitled to terminate, suspend, or restrict the use of any part of the Service without any liability whatsoever to the Cardholder or any third party for doing so.

15.4. Razer Pay may suspend, terminate, and restrict the use of any part of the Service in connection with Transactions with local or foreign Merchants or whether within or outside Singapore, if:

(a) Cardholder breaches any provisions in this Agreement or any Laws.

(b) Cardholder fails to make any payment of any amounts due to Razer Pay by the due date stipulated by Razer Pay.

(c) Cardholder provides incorrect, false, or incomplete information to us in the Application Form.

(d) Razer Pay suspects fraud or other illegal conduct or unlawful activities in relation to Cardholder, Wallet Account or Card.

(e) if Cardholder are engaged in any conduct prejudicial to Razer Pay or if in Razer Pay's opinion, Cardholder acts are prejudicial to Razer Pay's interest.

(f) Cardholder are deceased (for individual) or become or threaten to become bankrupt or insolvent or make any compromise or arrangement with or assignment for the benefit of Cardholder creditors or a receiver or administrator is appointed over Cardholder assets or if Cardholder are a corporation, go into either voluntary or compulsory liquidation or ceases to carry on business;

(g) upon the direction from a regulatory authority or government authority.

(h) making the Transaction may breach any applicable Laws.

(i) Cardholder name is listed under any regulatory watch list (including but not limited to listing related to terrorism and terrorism financing under AMLA).

(j) Cardholder Wallet Account is a dormant for a lengthy period as decided by Razer Pay. Razer Pay may send a notification to the Cardholder via SMS/other modes before such Wallet Account is terminated; or

(k) Cardholder used fake data or forged documents in its application for the Service.

15.5 Razer Pay may re-activate a Cardholder's suspended Service at Razer Pay's absolute discretion if Cardholder requests for re-activation, upon such terms as Razer Pay may determine.

15.6 Upon termination of this Agreement:

(a) Cardholder will remain liable for all Transactions effected through the use of the Service prior to the termination date and Cardholder must pay all outstanding Fees up to the date of termination and any other charges, as notified by Razer Pay.

(b) there will be no refund of any Fee already deducted from Cardholder Wallet Account.

(c) Razer Pay may refund any E-Wallet Account Balance to Cardholder nominated bank after deducting any refund handling fee and other amounts owing to Razer Pay.

(d) Cardholder must destroy/dispose of the physical Card appropriately.

(e) To obtain any refund of Cardholder E-Wallet Account Balance, Cardholder must provide us with the correct bank account details and any other information as Razer Pay may require to effect the refund within thirty (30) days of our receipt of the required information. All bank charges imposed by Cardholder bank will be borne by Cardholder.

**16. MOBILE INFORMATION**

16.1. Certain functions shall require access to information on your Mobile Device(s) to work. By using such function, Cardholder permit the Razer Pay Application to access your Mobile Device(s) and information.

16.2. Razer Pay may use cookies and similar technologies (herein referred to as "cookies"), to perform authentication when Cardholder use the Transaction Service and to improve your experience on the E-Wallet

Account or Razer Pay Application. By using the E-Wallet Account or Razer Pay Application, Cardholder accept the use of cookies by Razer Pay. Razer Pay may use these cookies to collect information about the Cardholder use of the E-Wallet Account or Razer Pay Application. This information helps Razer Pay to improve the E-Wallet Account and Razer Pay Application's performance and to develop and tailor Razer Pay's products and services for the Cardholder and other users.

16.3. Certain services of the Razer Pay Application require data of the Cardholder's location, which data will be sent from the Cardholder's Mobile Device. The Cardholder can turn off this functionality at any time by turning off the location services settings for the Razer Pay Application on the Cardholder's Mobile Device. If the Cardholder uses these services, the Cardholder shall be deemed to give consent to Razer Pay's and the Razer Pay's partners' and licensees' transmission, collection, maintenance, processing and use of the Cardholder's location data and queries to provide and improve location-based services. The Cardholder may withdraw this consent at any time by turning off the location services settings on the Cardholder's Mobile Device or on the Razer Pay Application (for other mobile devices).

**17. CARD IS THE PROPERTY OF RAZER PAY**

The Card shall remain the property of Razer Pay at all times, and the Cardholder shall surrender the Card to Razer Pay on demand, failing which Razer Pay reserves the right to withdraw or suspend the Card and/or services offered thereby at any time without prior notice to the Cardholder, and where Razer Pay deems fit, to terminate the use of the Card without assigning any reasons whatsoever. The Card may only be used subject to the conditions of use, instructions and guidelines as may be prescribed by Razer Pay from time to time.

**18. LIABILITY FOR TRANSACTIONS**

18.1. All Transactions including without limitation, transactions via the Razer Pay Application shall be deemed to have been made by the Cardholder and Razer Pay shall not be liable for acting in good faith for honoring the said transactions. The Cardholder agrees that he/she shall be solely and fully responsible and liable for all Transactions effected through the use of the Card and/or the Card PIN and/or OTP and/ or the Card information whether with or without his or her knowledge, acquiescence or authority. The Cardholder agrees that Razer Pay shall not under any circumstances whatsoever be responsible or liable for all Transactions through the use of the Card and/or the Card PIN and/or OTP and/or the Card information. The Cardholder shall indemnify and keep Razer Pay fully indemnified against and from all direct or indirect consequential losses, damages, claims, demands, actions, proceedings, costs and expenses (including legal fees and other disbursements) suffered by Razer Pay including claims, actions and proceedings from any third parties howsoever arising from such unauthorized use.

18.2. Except as otherwise expressly stated in these terms and conditions and to the extent permitted under laws and regulations (which includes without limitation any rules issued by relevant governing bodies), Razer Pay shall in no event be liable whether in contract, tort (including negligence), strict liability or any other basis for any loss of profits, loss of business, loss of use, loss of goodwill, loss of savings, loss of opportunity, business interruption or other consequential, special, incidental, indirect, exemplary or punitive damages incurred or suffered by the Cardholder or any other person as a consequence of accessing or using the Card and/or the Services. Specifically, any information regarding the E-Wallet Account made available by Razer Pay, this includes (but is not limited to) loss or damage arising from:

18.2.1. Any inaccuracies, or errors in any data or information in the transaction history or otherwise provided or made available by Razer Pay regarding the E-Wallet Account.

18.2.2. Any unauthorized use of the transaction history service or such applicable service on any of these Services by any person, virus, Trojan Horse, worm, macro or other harmful components or deleterious programs or files.

18.2.3. The failure to view, save, print, or download the transaction history or such other information due to limitations or any failure of the relevant service.

**19. TERMINATION BY RAZER PAY**

19.1. Notwithstanding anything else in this Agreement, Razer Pay reserves all rights at its absolute discretion to suspend or terminate the Card and/or E-Wallet Account or limit the use of the Card at any time for whatsoever reason without prior notice and without compensation to the Cardholder. If Razer Pay suspends or terminates the Card, the Cardholder will be entitled to a refund of any balance in his or her E-Wallet Account

after deduction of any outstanding fees and charges in the manner provided for under this Agreement.

19.2. If Razer Pay detects unusual, illegal, fraudulent, or suspicious activity on the E-Wallet Account, Razer Pay may, at its absolute discretion, temporarily suspend and block the use of Card immediately until Razer Pay can verify the activity. Razer Pay will attempt to notify the Cardholder by phone or SMS or email if Razer Pay decides to suspend or block the use of the Card but Razer Pay shall not be held liable if Razer Pay fails to notify the Cardholder for whatsoever reason.

**20. FEES AND CHARGES**

20.1. Depending on the type of Card, an annual fee may be charged for the use of the Card and the Services (per clause 20.2 below) which is chargeable in advance and the fee shall be deducted from the E-Wallet Account.

20.2. All fees applicable and chargeable can be viewed on the Website, Razer Pay application, and/or as stated in the Product Disclosure Sheet. For full details of all the fees relating to the Card and Services, please visit the Website. Such fees/charges listed on the Website shall constitute and form part of this Agreement. These include without limitation currency conversion fee, cross border transaction fee.

20.3. The Cardholder agrees and undertakes to pay all fees and charges arising out of and in connection with the use of his or her Card and Services stated herein as Razer Pay may prescribe from time to time.

20.4. The Cardholder irrevocably authorizes and agrees that all such fees and charges payable by the Cardholder as set out in this Agreement and listed on the Website may be debited by Razer Pay directly from the available balance in the E-Wallet Account at such time as may be applicable and are non-refundable under any circumstances whatsoever. Razer Pay reserves the right to temporarily suspend the E-Wallet Account if the E-Wallet Account has insufficient funds to pay all applicable fees and charges.

20.5. Razer Pay reserves the right to revise all fees and charges prescribed from time to time and to charge additional fees for new or additional services which may be offered by Razer Pay in the future.

20.6. In addition, if we are unable to charge any applicable fees on the Card (including, but not limited to, Account Service Fees for dormant or inactive accounts for a particular month) due to the fact that there are no balance of funds on the Cardholder's Account for that particular month, then we reserve the right and shall be entitled to retrospectively charge those said applicable fees upon or once the Cardholder has topped the Card up and Account has sufficient balance of funds.

20.7. We shall be entitled to terminate any E-Wallet Accounts and sweep or forfeit any available balances for purposes of settling any outstanding due to Razer Pay, if your E-Wallet Account has been left dormant for a lengthy period of time.

**20.8. Foreign Currency Transactions Made via VISA Network**

Foreign currency Transactions will be converted into Cardholder's local currency at the prevailing conversion rate determined by VISA as at the date of settlement on VisaNet (this may take place after the date of transaction). If a refund is made in a foreign currency, the refund transaction will be converted into Cardholder's local currency at the prevailing conversion rate determined by VISA as at the date of settlement on VisaNet (this may take place after the date of transaction). Cardholder may also be required to pay administration costs such as rates/fees as determined by Razer Pay.

20.9 **Foreign Currency Transactions Made via Razer Pay Wallet**

Foreign currency transactions will be converted into Cardholder's local currency at the prevailing conversion rate determined by Razer Pay as at the date it is processed. If a refund is made in a foreign currency, the refund transaction will be converted into Cardholder's local currency at the prevailing conversion rate determined by Razer Pay as at the date it is processed after merchant settlement. Cardholder may also be required to pay administration costs such as rates/fees as determined by Razer Pay.

**21. REFUND OF BALANCE OF FUNDS**

In the event the Card is terminated or cancelled by Razer Pay or by the Cardholder, Razer Pay will carry out the refund of any balance in the E-Wallet Account in Singapore Dollars (S$).

**22. EXCLUSION OF LIABILITY**

22.1. To the further extent allowed by applicable law, Razer Pay is not liable in any way for any inconvenience, loss, damage, or embarrassment incurred or suffered in any of the following events:

(a) should the Card or Card PIN or OTP be rejected by a Merchant or any terminal used to process Transactions for any reason whatsoever.

(b) should the Merchant key-in an amount greater than the transaction amount.

(c) for any malfunction, defect or error in any terminal used to process Transactions or Services, or other machines or system of authorization whether belonging to or operated by Razer Pay or other persons.

(d) for any delay or inability on Razer Pay's part to perform any of its obligations under this Agreement because of any electronic, mechanical, system, data processing, transmission or telecommunication defect or failure, Act of God, civil disturbance or any event or factor outside its control or the control of any of its servants, agents or contractors or any fraud or forgery;

(e) any neglect, refusal or inability of on our part or any Merchant to authorize or approve the Card or honor or effect any other transaction on the E-Wallet Account for any reason whatsoever.

(f) for any damage or loss or inability to retrieve any data or information that may be stored in the Card or any microchip or circuit or device in the physical Card; and/or

(g) for any interception or disclosure to any person (whether unlawful or otherwise) of any data or information relating to the Cardholder, any Transaction or the E-Wallet Account transmitted through or stored in any electronic system or medium, howsoever caused.

**23. LIMITATION OF LIABILITY**

Without prejudice and subject to the terms and conditions herein, the Cardholder hereby agrees that the amount of total liability of Razer Pay arising from this Agreement shall not in any event exceed the remaining funds in the E-Wallet Account Balance.

**24. DISPUTED TRANSACTION ON GOODS AND SERVICES**

24.1. Razer Pay shall not be responsible and liable for whatsoever goods and services, including but not limited to any defect or deficiency in goods and services purchased with the Card.

24.2. Razer Pay shall not be responsible for the delivery, quality, safety, legality, fitness for purpose or any other aspect of the goods or services purchased by the Cardholder from any Merchants with the Card. All disputes involving the same should be addressed directly to the Merchants, and the Cardholder shall settle all disputes directly with the relevant Merchants and shall pay Razer Pay all amounts required under this Agreement despite such disputes. The Cardholder shall not initiate any claims or take legal action against or enjoin Razer Pay for any claims or disputes or legal proceedings the Cardholder has against the Merchants or for any issues with regard to the delivery, quality, safety, legality, fitness for purpose or any other aspects of the goods or services purchased by the Cardholder from the Merchants.

**25. CONCLUSIVENESS**

25.1. The Cardholder may check the E-Wallet Account Balance at any time and from time to time via Razer Pay application and/or check with the Customer Service Help Desk. Notwithstanding, the amounts reflected shall not be taken as the conclusive available balance statement of the E-Wallet Account with Razer Pay as it shall not include any Top-Ups to the E-Wallet Account which have not been verified by Razer Pay and/or Card Transactions which have not debited from the E-Wallet Account yet.

25.2. The Cardholder may access Transaction history free of charge via the Razer Pay Application by logging into his or her E-Wallet Account with his or her username and password.

25.3. The Cardholder shall inform Razer Pay of any errors within 14 days from the date Transactions, failing which the Cardholder shall be deemed to have accepted all entries contained in the Transaction history as correct, final and conclusive evidence of the facts contained therein and binding on the Cardholder, and the Cardholder shall thereafter be precluded from making any claims against the Razer Pay by alleging that the said Transaction history contains any error, discrepancy or inaccuracy.

25.4. The Cardholder may access Transaction history detailing the purchase transactions for the Card up to a period of latest twelve (12) months.

**26. VARIATION OF AGREEMENT**

26.1. Razer Pay may, at its absolute discretion, from time to time, by giving to the Cardholder of at least twenty-one (21) calendar days prior notice before the effective date, add, delete or amend any of these terms and conditions.

26.2. At the discretion of Razer Pay, notice of such additions, deletions or amendments may be effected by any of the following methods:

(a) mailing the notice to the Cardholder.
(b) sending the notice by electronic mail to the Cardholder.
(c) sending the notice by SMS to the Cardholder; or
(d) posting the notice on the Website.

26.3. Retention or continued use of the Card after the effective date of any variation, revision or change of the terms and conditions pursuant to Clauses 26.1 and 26.2 shall be deemed to constitute acceptance of such variation, revision or change without reservation by the Cardholder.

26.4. If the Cardholder does not accept the proposed variation, revision or change, the Cardholder may terminate the use of the Card by giving prior written notice to Razer Pay and return the Card, cut across the magnetic strip and across the chip, to Razer Pay prior to the effective date, and the use of the Card thereafter shall be deemed terminated upon Razer Pay's receipt of the destroyed Card and the provision relating to termination in Clause 15 hereof shall henceforth apply.

**27. COMMUNICATION AND SERVICE OF DOCUMENTS**

27.1. General communications and notices to the Cardholder shall be displayed on the Website,

27.2. it is the Cardholder's responsibility to check regularly for such notices on the Website.

27.3. Specific notices or communication to the Cardholder shall be sent to his or her email, ordinary post and/or by SMS or in any manner as Razer Pay may deem fit.

27.4. Communication and notices displayed on the Website shall be considered to have been received by the Cardholder on the date of posting on the Website. Communication and notices sent by electronic mail or SMS shall be considered to have been sent and received by the Cardholder on the same day. Communication and notices sent by ordinary post shall be considered to have been delivered three (3) calendar days after the date of posting if sent by post to an address within Singapore, and considered delivered five (5) calendar days after the date of posting if sent outside of Singapore.

27.5. The Cardholder hereby agrees that the service of any notices or any other legal process in respect of any claim arising from or connected with this Agreement may be effected on the Cardholder by sending a copy of the same by prepaid ordinary post to the Cardholder's last known address and such postings shall be deemed good and sufficient service thereof on you whether or not the same shall be returned undelivered. Any failure by the Cardholder to notify any change of your address resulting in the delay or return of notices, correspondences, and legal process shall not prejudice the rights and entitlement of Razer Pay under this Agreement.

**28. RAZER PAY'S RIGHT TO WITHDRAW ANY FACILITIES OR TERMINATE USE OFCARD**

28.1. Notwithstanding any other provisions to the contrary herein set out, Razer Pay may, at its sole and absolute discretion, at any point of time, with or without notice, decide to cancel, to revoke and/or not to renew the Card or to suspend or restrict the use of Card by the Cardholder upon the occurrence of any one of the following events:

(a) Use of the Card for any illegal, unauthorized, or unlawful activities or transactions including but not limited to online betting and gambling activities.

(b) Use of the Card for any activities or transactions which are prohibited under any law, or constitute a breach of public policy of the country in which such activity or transaction is effected or take place or constitute a breach of public policy of the Cardholder's country of residence;
(c) Use of the Card in breach of this Agreement; or
(d) Pledge the Card or otherwise use the Card as security to any party for any reason whatsoever.

28.2. The Cardholder undertakes to hold Razer Pay harmless and to indemnify Razer Pay against any liability for loss, damage, costs and expenses (legal or otherwise including costs on a solicitor and client basis) which Razer Pay may incur by reason of the provisions herein or enforcement of its rights hereunder.

**29. COSTS AND EXPENSES**

The Cardholder shall be fully liable to pay to Razer Pay all costs (including legal costs on a solicitor and client basis), charges and expenses which Razer Pay may incur in enforcing or seeking to enforce any of the provisions herein or in obtaining or seeking to obtain payment of all or any part of the monies owing by the Cardholder.

**30. WAIVER**

Razer Pay's acceptance of any terms or payments, or any delay or failure by Razer Pay to exercise of its rights and/or remedies under this Agreement does not represent a waiver of any of its rights and does not prevent Razer Pay from enforcing any of its rights under this Agreement. Any single or partial exercise of any right, power or privilege shall not preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder. Razer Pay shall be considered to have waived its rights only if Razer Pay specifically notify the Cardholder of such a waiver in writing.

The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

**31. FEATURES AND BENEFITS**

Razer Pay may review, revise, add or remove any of the features and benefits listed on the Website from time to time.

**32. CONSENT TO DISCLOSURE OF INFORMATION AND RAZER PAY'S RIGHT TO DISCLOSURE**

32.1. The Cardholder irrevocably authorizes and consents to the disclosure by Razer Pay at any time to any party of any information or documents pertaining to the Cardholder's particulars and affairs (financial or otherwise), the E-Wallet Account or the Card and any other information which Razer Pay deems necessary to facilitate the use of the Card or the processing of any Transactions effected or to be effected through the use of the Card or for any other purposes which Razer Pay may require the disclosure, subject to prevailing regulations.

32.2. In addition, the Cardholder hereby authorizes Razer Pay to disclose any information concerning the Cardholder to any of Razer Pay's existing or future business partners for the purpose of providing information about the Card or services to the Cardholder or for any other purposes.

32.3. The Cardholder hereby warrants and undertakes that all personal information provided to Razer Pay is true, correct, and complete. The Cardholder shall ensure that all information provided to Razer Pay are always current and updated , and Razer Pay shall not be liable for the consequences arising out of erroneous/incomplete/incorrect information supplied by the Cardholder.

32.4. Without limiting our Privacy Notice, Cardholder authorizes Razer Pay to use or disclose at any time and without notice or liability, any information relating to the Cardholder (including personal information and affairs (financial or otherwise) and details about the E-Wallet Account) in such manner and to such extent as we may consider necessary or appropriate to any party including but not limited to:

32.4.1. any Merchant, any other bank or financial institutions, Card Schemes, or any interested party to facilitate the use of the Card or the processing of any Transaction or investigation of whatsoever nature to be made.

32.4.2. Any credit bureau any other relevant authority as may be authorized by law to obtain such information or any authority or body established by Bank Negara or any other authority having

jurisdiction over Razer Pay; and

32.4.3. to card fraud detection agencies (including information about termination or suspension of the Agreement and reason(s) for such termination or suspension).

32.5. Disclosure of information pursuant to Clause 32 herein shall survive the termination of this Agreement or the Card.

32.6. The Cardholder agrees that Razer Pay shall not be liable for any disclosure by Razer Pay in Clause 32 and the Cardholder undertakes to hold Razer Pay harmless and keep Razer Pay fully indemnified from and against all claims, losses, damages (including direct or indirect damages) or liability whatsoever and howsoever arising out of such disclosure of information by Razer Pay or any error, inaccuracy or misstatement of such information whether caused by Razer Pay or any other third party's omission or due to system or technical default or failure or otherwise.

**33. FORCE MAJEURE**

Razer Pay shall not be responsible or liable for any loss or damage sustained by the Cardholder for failing or delaying to perform in whole or in part any part of its obligations under this Agreement, attributable directly or indirectly to service failures, delays or disruptions as a result of circumstances, including without limitation, unavailability, malfunction and failure of computer system, data and telecommunication, or electricity failures, Acts of God, riots, civil commotions, insurrections, wars, strikes, terrorism, material shortages, natural calamities, civil unrest, regulatory and government action or other industrial action or trade disputes and any other causes beyond Razer Pay's or its agents' or service providers' reasonable control or any fraud or forgery.

Razer Pay's obligations, as far as affected by such acts or occurrences, shall be suspended during the continuance of any delay or failure in performances so caused, and such delay or failure shall not be a breach of this Agreement.

**34. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of Singapore (excluding choice of law rules). All disputes, controversies or claims between the Parties arising out of or in connection with this Agreement (including its existence, validity or termination) shall be finally resolved by confidential arbitration to be held in Singapore and conducted in English under the Rules of Arbitration of the International Chamber of

Commerce: provided, however, that each Party may enforce its or its affiliates' intellectual property rights by way of an application for equitable relief in any court of competent jurisdiction. The arbitral award shall be final and binding on the Parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence.

**35. TRANSLATIONS**

In the event of any inconsistency, conflict, ambiguity or discrepancy between the English version and any other version of the terms and conditions herein, the terms and conditions in the English version shall prevail.

**36. SEVERABILITY**

The failure of RAZER to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and to construe such provision to the maximum extent permitted by law so as to render that provision valid and enforceable and that the other provisions of the Agreement shall remain in full force and effect.

**37. SUCCESSORS BOUND**

The provisions contained herein shall be binding upon the heirs and personal representatives of the Cardholder and Razer Pay's successors-in-title and assigns.

**38. ASSIGNMENT**

The Cardholder is not permitted to assign this Agreement to any party; however Razer Pay reserves the right at any time without the Cardholder's consent to assign the whole or any part of Razer Pay's rights and obligations under this Agreement with or without notice to the Cardholder.

**39. INDEMNITY**

The Cardholder hereby undertakes to hold Razer Pay harmless and fully indemnify Razer Pay from and against all losses (including consequential or otherwise), damages, actions, proceedings, claims, demands, costs, expenses and liabilities whatsoever from all parties, directly or indirectly arising out from such use or misuse of the Card or E-Wallet Account or the Website, or Razer Pay Application or the Cardholder's breach of any of the provisions herein or in enforce of Razer Pay's rights hereunder or any claims being brought against Razer Pay.

**40. DISCREPANCY AND AMBIGUITY**

Should there be any conflict or discrepancy between the terms and conditions of the Application Form and the terms and conditions herein, the Cardholder agrees that the terms and conditions more favorable to Razer Pay shall prevail and be deemed as the governing and operative provision binding on the Cardholder.

In the event of any ambiguity arising from this Agreement, such ambiguity shall be resolved by Razer Pay, and any construction of the meaning of any provision by Razer Pay shall be final and binding on the Cardholder.

**41. RECONSTRUCTION OF RAZER PAY**

The liabilities and/or obligations under this Agreement shall continue to be valid and binding for all purposes whatsoever notwithstanding any liquidation (whether compulsory or voluntary) or any change by amalgamation, reconstruction or otherwise which may be made by Razer Pay.

**42. SURVIVAL**

Notwithstanding anything in this Agreement, Razer Pay's rights and entitlement under this Agreement shall continue to remain in full force and effect and shall survive any cancellation, termination, revocation or suspension of the Card or Services.

**43. COMPLAINTS**

If you have any enquiry or complaint you may contact Customer Service.

**44. NOTICES AND NOTIFICATION OF CHANGE**

All notices, requests, notifications, and complaints may be communicated to Razer Pay at the channels stipulated in this Clause 44 herein or such other channels as Razer Pay may prescribe from time to time.

- Customer support web form
- Customer support email
- Customer supper telephone number

**45. INSTRUCTIONS FROM THE CARDHOLDER**

Any request or instruction to Razer Pay shall be in writing and shall be signed by the Cardholder, provided that Razer Pay may, but shall not be obliged to, accept and act on any instruction or request by facsimile transmission or through the telephone which Razer Pay's officer or employee attending to such instruction or request believes to have been given or made or authorized by the Cardholder. Notwithstanding that such instruction or request may not have been given or made or authorized by the Cardholder, and notwithstanding any fraud or forgery that may exist in relation thereto, Razer Pay shall not be liable for any loss or damage suffered as a consequence of acting or acceding to any such instruction or request.

If you have any requests, enquiries, or feedback to Razer Pay on this Agreement, kindly contact our Customer Assistance.