

# Terms and Conditions Governing Electronic Services

## Introduction

- These terms and conditions are comprised of:
  - **Part A – Conditions of Use of General Electronic Services:** This Part governs and applies to the use of services provided by the Bank generally via electronic means (excluding our Internet banking services, referred to as the “*iBanking Services*” in Part B). For the avoidance of doubt, the term “*Electronic Services*” in Part A does not include our Internet banking services nor shall any provision of this Part A apply to nor have any effect in relation to the *iBanking Services*.
  - **Part B – Conditions of Use of *iBanking Services*:** This Part governs and applies to the use of our Internet banking services (referred to as the “*iBanking Services*” in this Part).
- Each Part is self-contained and should be read without reference to any other Part.
- In these terms, “*you*” and “*your*” means the customer (whether individual or corporate), and (where the context so requires) includes any User. “*We*”, “*us*” and “*ours*” means DBS Bank Ltd, including its successors and assigns.

## Part A: Conditions of use of General Electronic Services

1. At your request, we may issue you a DBS PIN and/or DBS Card which may, at your risk, be sent to or collected by you or the User by any means. You agree to hold us harmless if any other person obtains possession of the DBS PIN and/or DBS card.
2. You will safeguard any PIN and/or Card issued to you and follow every procedural, security and other requirement and notice of ours and/or the relevant Participant regarding their use, or, as the case may be, you will ensure that the User complies with the provisions of this clause regarding any PIN and/or Card issued to him.
3. You should notify us immediately if (a) any DBS PIN is lost or disclosed to any person or (b) any DBS Card is lost or damaged or used by any other person or (c) any User ceases to be employed or authorised by you to use the DBS PIN and/or DBS Card or (d) if any other event occurs which would, under the terms of this Agreement, allow us to suspend or cancel the use of Electronic Services. After receipt of any such notice purporting to come from you, we may suspend or cancel your use of Electronic Services at any time.
4. Following the occurrence of any event referred to in Clause 3 above, we may at our discretion issue a replacement DBS PIN and/or DBS Card on the prevailing terms and conditions for Electronic Services and charge a replacement fee.

## Payments Charges Fees Costs and Taxes

5. You will pay such charges and fees for the provision of Electronic Services as we may prescribe from time to time, whether or not you in fact make use of such Electronic Services. We are authorised to debit your Account(s) for all charges, fees, withdrawals and payments for the provision and/or use (authorised or unauthorised) of Electronic Services and any other liabilities

to, and loss suffered by, us as a result of the provision and/or use of Electronic Services.

6. If any payment has been made by us as a result of your use or purported use of Electronic Services:
  - (a) and the Account was consequently debited, but the debit was reversed in error or the Account was not debited at all; or
  - (b) after any payment instruction was given on the Account but before such payment instruction has been honoured,

then we shall be entitled to correct the Account by (i) debiting the Account with the amount paid by us; or (ii) by dishonouring or returning cheques or other instruments and reversing the payment instruction, if there are insufficient funds available in the Account, as the case may be.

7. If the Account has insufficient available funds to meet any request for payment of monies or to satisfy any liability, we may (but are not bound to) grant you credit to meet such payment or liability. You undertake to pay interest and charges at such rates or amounts as determined by us.
8. Where a Transaction, or the debiting or crediting of any Account in connection with a Transaction, requires the conversion of one currency into another, we are authorised to effect such conversions at the rate determined by us and/or Participants.
9. If GST is charged on any payment, you will pay such GST in addition to all sums payable and indemnify us against any payment we are required by law to collect and make in respect of such GST. We may debit the Account for such GST, including default interest payable in the same manner as may be provided in this Agreement or in any related agreement for credit facilities, and/or any other charges, as we may prescribe from time to time, even if such debiting results in the Account becoming overdrawn.

#### **Use of Electronic Services**

10. We and/or the Participants may at any time without notice to you (a) determine and vary the frequency and manner of use of Electronic Services, transaction limits, operating hours, types of facilities and services available through Electronic Services or (b) add or delete any Participant.
11. You will be responsible for all Transactions made by the use or purported use of the Electronic Services by any person, with or without your authority, knowledge or consent, and may not claim against us in respect of any such use or purported use.
12. We and/or the Participants may at any time, without notice to you and without assigning any reason therefor, and without liability for any inconvenience, loss, damage or injury suffered by you or any third party:
  - (a) limit, suspend or terminate any or all of the Electronic Services; or
  - (b) disallow any Transaction or allow a Transaction subject to such conditions as we see fit; or
  - (c) revoke or suspend your, or any User's, right and authority to use Electronic Services; or
  - (d) retain or reject any Card and/or PIN.

13. Any claims against or disputes with a Participant are to be settled between you and the Participant. You will not claim against us in this respect.
14. Cash and proceeds of cheques (including house cheques) deposited through the Electronic Services cannot be withdrawn until collected and verified by us. Our determination of the amount deposited shall be conclusive against and binding on you.

#### **Customer's Duty**

15. The DBS Card is our property and must be returned to us on request or on cancellation or termination of the DBS Card and/or this Agreement. The DBS Card is to be used solely by you, or the User, as the case may be, and must not be transferred or pledged as security in any way.

#### **Consent to Disclosure/Provision of Information**

16. You consent to us and/or any of our personnel disclosing any Information, whether in Singapore or otherwise, for the following purposes:
  - (a) to any Participant or third party which has a legitimate business purpose for obtaining such information, including offering you products or services in connection with or to facilitate the use of Electronic Services;
  - (b) to any person using the Electronic Services purporting to be you or a User;
  - (c) where such disclosure is necessary to complete any Transaction.
17. You acknowledge that:
  - (a) there may be inadvertent disclosure of Information by us and/or any of our officials in the course of providing information, whether to Participants and third parties in Singapore or otherwise, relevant to Transactions made or purported to be made by you and you consent to such inadvertent disclosure; and
  - (b) equipment and software providers, service providers, network providers (including but not limited to telecommunications providers, Internet browser providers or Internet access providers) and Participants may have or be able to gain access to any Information transmitted over the relevant system, and you agree not hold us liable in any way in this respect.
18. Neither we nor any of our personnel shall be liable for any loss or damage suffered by you or any User as a result of any disclosure of any Information which you have consented to us and/or any of our personnel disclosing.
19. You will provide us with any information or documentation that we may reasonably request relating to your use of the Electronic Services and shall cooperate with us in any related investigation or litigation.

#### **Liability**

20. We will not be liable for any loss suffered by you or any third party arising from and in connection with the use of the Electronic Services except where such loss is attributable to our negligence or wilful default. Neither we nor the Participants will be liable for any inconvenience, loss, damage or injury suffered by you or any third party arising from or caused by:
  - (a) our compliance with any instruction given or purported to be given by you or a User relating to Electronic Services, notwithstanding that the integrity of the information comprised in

such instruction may have been compromised or impaired during transmission, provided that such compromise or impairment would not have been apparent to a reasonable person receiving such instruction; or

- (b) your being deprived of the use of any Electronic Service as a consequence of any action by us and/or the Participants; or
  - (c) any Electronic Service not being available due to system maintenance or breakdown/non-availability of any network; or
  - (d) any failure by us and/or any Participant to perform any obligation or observe any term of this Agreement if such failure arises from a failure of, or any unauthorised and/or unlawful access to, any machine, data processing system or transmission link or any act of force majeure such as acts of God, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lock-outs, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors, or any event outside our control; or
  - (e) any equipment or software providers, any service provider, any net work providers (including but not limited to telecommunications providers, Internet browser providers and Internet access providers), any Participant, or any agent or subcontractor of any of the foregoing.
21. Any downloading of data from any Electronic Service is done solely at your risk, and we will not be liable for the integrity or use of any data downloaded in any way.
22. Neither we nor any Participant shall be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from the provision and/or use of Electronic Services.

### **Indemnity**

23. You will indemnify us against any liability, loss, damage, including solicitor and client costs and expenses (legal or otherwise) which we may sustain or incur, directly or indirectly, by reason of our having made available the Electronic Services or having entered into this Agreement with you or enforcement of our rights under this Agreement or in acting upon any instructions which you may give in relation to the Electronic Services or any negligence, fraud and/or misconduct on your part or on the part of any agents or representatives of yours or your breach of this Agreement.

### **Records of Transactions**

24. The records of Transactions of us and Participants shall be conclusive against and binding on you except in the case of computation and/or manifest error.

### **Joint Accounts**

25. Each joint account holder shall be jointly and severally liable to us under this Agreement.

### **Communications**

26. All notices or other communications given by us to you if:
- (a) sent by post or left at your last known address will be deemed to be received by you on the day following such posting or on the day when it was so left; or

- (b) communicated through any print or electronic media as we may select will be deemed to be notified to you on the date of publication or broadcast.

### **Termination**

- 27. You may terminate this Agreement by giving us written notice and (if applicable) surrendering any DBS Card. We may without giving any reason terminate this Agreement at any time with or without notice to you.
- 28. Upon termination, you will not use or attempt to use the PIN and/or Card. Any such use shall be fraudulent.

### **Terms and Conditions**

- 29. In addition to this Agreement, the use of Electronic Services is also subject to our prevailing Terms and Conditions Governing Accounts. If there is any conflict or inconsistency between this Agreement and the Terms and Conditions Governing Accounts, this Agreement will prevail.
- 30. This Agreement does not apply to the credit or other facilities made or to be made available through any credit or charge cards which are governed by the terms and conditions of the respective agreements relating to credit or charge cards.
- 31. We may by notice to you vary this Agreement, such variation to take effect on the date specified by us. If you use the Electronic Services after such date, you are deemed to have accepted such variation without reservation. If you do not accept the variation, you must stop using the Electronic Services and terminate this Agreement.

### **Severability**

- 32. If any term of this Agreement is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from this Agreement and rendered ineffective where possible without modifying the other terms of this Agreement.

### **No Waiver**

- 33. No failure to exercise, nor any delay in exercising, on our part any right or remedy under this Agreement will operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. Our rights and remedies in this Agreement are cumulative and not exclusive of any other rights or remedies provided by law.

### **Governing Law and Jurisdiction**

- 34. This Agreement is governed by Singapore law. You irrevocably submit to the non-exclusive jurisdiction of the Courts of Singapore.

### **Definitions**

- 35. Words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine or neuter gender and vice versa; references to persons are to be construed as references to an individual, company or trust as the context requires. Clause and other similar headings are for ease of reference and shall not affect the interpretation of any provision herein.
- 36. In this Agreement, unless otherwise required:
  - (a) “**Account**” means any account of yours maintained with us which is accessed by you

through the Electronic Services (whether such account belongs to an individual or a corporate customer), and includes any other Account in addition to or in substitution for the Account originally accessed by you through the Electronic Services;

- (b) “**Card**” means any card (including any credit or charge card), or any other electronic or computerised token, device or gadget, whether issued by us or any Participant, used to access Electronic Services, including any replacement or renewed Card, and “**DBS Card**” means a card issued by us to you or any User at your request;
- (c) “**company**” means a firm, company, corporation, statutory body, government body, partnership or unincorporated body of persons and “*corporate customer*” means a company which has applied to use Electronic Services, and where a corporate customer is a partnership or a body of persons, this Agreement will bind the partners or such persons jointly and severally;
- (d) “**Electronic Services**” means any banking and other services or facilities which we and/or any Participant may make available to you from time to time and offered via electronic means, including any card, electronic computerised or telecommunication devices or modes of operating accounts in or outside Singapore, and where the context requires, also means any PIN and/or Card used to access Electronic Services;
- (e) “**GST**” means any goods and services tax, including any tax of a similar nature that may replace it or be levied in addition to it, by whatever name called;
- (f) “**Information**” means information regarding the money or other relevant particulars relating to you, or any User, or the Account or any Transaction;
- (g) “**Participant**” means any person, firm, company or organisation in Singapore or otherwise which, from time to time, participates or is involved, directly or indirectly, in providing Electronic Services;
- (h) “**PIN**” means any Personal Identification Number and/or Password and/or any other form of electronic identification/signature, whether issued by us or any other Participant, used to access Electronic Services, and “**DBS PIN**” means a PIN issued by us to you or any User at your request;
- (i) “**this Agreement**” means these terms and conditions as amended or supplemented;
- (j) “**Transaction**” means any transaction or instruction effected or issued, or purported to be effected or issued, by you through the Electronic Services;
- (k) “**User**” means any person(s) nominated and authorised by you from time to time, and acceptable to us, to use Electronic Services.

#### **Parts are self-contained**

37. For the avoidance of doubt, references and definitions within this **Part A** are only relevant within this **Part A** (for example, where a clause in **Part A** refers to “*these terms and conditions*”, the clause in doing so is making reference to “**Part A**”).

## Part B: Conditions of use of iBanking Services

This Part governs and applies to the use of the iBanking Services.

### Scope

1. The iBanking Services facilitates access to information of Account(s) and to carry out certain banking services (for example, funds transfer, selected payment and investment services and applications for new services) by electronic means, subject to the terms and conditions of this Part.

### Eligibility

2. We will provide iBanking Services to you only while you have Account(s) open which we deem to be eligible and a valid and existing mailing address. If at any time you cease to have an eligible Account or fail to provide an updated mailing address, we reserve the right to deny you access to the iBanking Services.

### Charges and Fees

3. We reserve the right to and may at our sole discretion, charge and revise fees (for example, subscription fees and per transaction fees) in relation to the use of the iBanking Services and for the provision of or any replacement of Security Codes for whatever reasons from time to time. We shall, in most cases, give reasonable notice to you of the rates and other relevant information on any fees before they become effective provided that the variation is within our control. The obligation to give you advance notice does not apply if variations are required in an emergency or where it is not practicable to give such advance notice.
4. You authorise us to debit your Account(s) for all fees for the provision and/or use (authorised or unauthorised) of the iBanking Services and any other liabilities to, and loss, damage or expense suffered by, us as a result of our provision and/or your use (authorised or unauthorised) of iBanking Services (including your liability to us under **Clause 54**).
5. If any payment has been made by us as a result of your use or purported use of iBanking Services:
  - (a) and the Account was consequently debited, but the debit was reversed in error or the Account was not debited at all; or
  - (b) after any payment instruction was given on the Account but before such payment instruction has been honoured,then we shall be entitled to correct the Account by (i) debiting the Account with the amount paid by us; or (ii) by dishonouring or returning cheques or other instruments and reversing the payment instruction, if there are insufficient funds available in the Account, as the case may be.
6. If the Account has insufficient available funds to meet any request for payment of monies or to satisfy any liability, we may (but are not bound to) grant you credit to meet such payment or liability. You undertake to pay interest and charges at such rates or amounts as determined by us.
7. Where an Electronic Instruction, or the debiting or crediting of any Account in connection with an Electronic Instruction, requires the conversion of one currency into another, we are authorised to effect such conversions at the rate determined by us and/or Providers.

8. If GST is charged on any payment, you will pay such GST in addition to all sums payable and indemnify us against any payment we are required by law to collect and make in respect of such GST. We may debit the Account for such GST, including default interest payable in the same manner as may be provided in this Part or in any related agreement for credit facilities, and/or any other charges, as we may prescribe from time to time, even if such debiting results in the Account becoming overdrawn.

#### Conditions of Use

9. You agree to use the iBanking Services solely in accordance with the terms of this Part and only for your personal use. You are also required to follow the notices, guidelines and other instructions (such as operating rules and policies) relating to the use of the iBanking Services, the Security Codes and variations to the terms of this Part (See **Clause 61**).
  - (a) **Services may be accessed through different devices.** The iBanking Services may be made available through different devices (for example, personal computers, mobile devices, handsets and kiosks), and so the features of iBanking Services may vary and access and use of the iBanking Services may be subject to the specific conditions of use for the different devices.
  - (b) **Transaction limits.** We may, from time to time, impose transaction limits (such as minimum transaction amounts) in connection with the iBanking Services or vary the frequency or manner of use of the iBanking Services.
10. You agree and undertake:
  - (a) not to use any software or material which you know or have reason to suspect contains any viruses, malicious code or damaging components which may interfere with the operation of the iBanking Services or corrupt data or software on or provided through the iBanking Services;
  - (b) not to transmit any materials or information through the iBanking Services which are or may be offensive, indecent, defamatory or which may not be lawfully disseminated under applicable laws or which you know or have reason to suspect contains any viruses, malicious code or damaging components; and
  - (c) to use the iBanking Services in conformity with all applicable laws, the acceptable use policies of any connected computer networks and any applicable Internet standards.

#### Other applicable terms

11. In addition to the terms of this Part, other terms and conditions may also apply to you:
  - (a) the use of iBanking Services is also subject to the Account Terms. If there is any conflict or inconsistency between the terms of this Part and the Account Terms, the terms of this Part will prevail;
  - (b) certain services which we offer are only available if you request for such service in the manner prescribed and the use of these services offered or made available to you, within or through the iBanking Services may be subject to additional terms and conditions ("**Additional Terms**") that we may notify you of, from time to time, by such notification

method as we may choose, including through the iBanking Services, in local newspapers, in displays at our branches or via publication through any media. Such Additional Terms shall be effective on and from the date specified in the notice. You will be required to indicate your acceptance of the Additional Terms prior to use of these services; and

- (c) the use of certain products and services which we make available or offer or which our Providers make available or offer to you through the iBanking Services or the use of your Security Codes in relation to the account of another person (such as in the case of use of Security Codes by a Supplementary Cardholder), may be subject to additional terms and conditions which will apply in full force and effect. In respect of third party products and services, under no circumstances should we be construed to be a party to any transaction, if any, between you and any third party products or services provider. We do not endorse, sponsor, certify, and are not involved in the provision of such third party products or services and we shall not be liable in any way for any products obtained and/or purchased from or services rendered by any such third party. You shall not involve us in any claims against or dispute with such third party.

#### **Discontinuation**

- 12. We may, at our sole discretion, deny you access to the iBanking Services without giving any reason or any prior notice.
- 13. We may terminate this Part immediately without giving any reason or notice. You may terminate this Part by giving us seven (7) days prior written notice. Termination will not affect any rights or obligations accrued prior to the effective date of termination. Upon termination, you will not use or attempt to use the Security Codes.

#### **Security Codes & Security Devices**

- 14. Use of the iBanking Services will require the use of Security Codes. Your Security Codes may be dispatched by us, at your risk: by mail to your last known address; through an ATM; to your mobile phone, or in such other manner as we may prescribe. You agree to hold us harmless if any other person obtains possession of any of your Security Codes. Security Codes for your Authorised Users will be issued directly to your Authorised User provided they have their own eligible and valid account with us and such issuance will be subject to the terms of this Part B as applicable to the Authorised User in their personal capacity.
- 15. You are responsible for the confidentiality and use of your Security Codes. It is vital that you take steps to prevent disclosure or discovery of the Security Codes provided to you as you are liable for financial loss incurred or Transactions carried out in connection with any unauthorised use of the Security Codes and you may not claim against us in respect of any such use or purported use.
- 16. You must notify us by contacting us in the manner stipulated in the iBanking Services immediately if you have lost any of your Security Devices or have knowledge or have reason for suspecting that the confidentiality of the Security Codes have been compromised or if there has been any unauthorised use of the Security Codes (such as where you notice any unauthorised transactions or unauthorised access to your Accounts through the iBanking Services). Following the occurrence of any event referred to in this Clause, we may at our discretion issue replacement Security Codes and charge a replacement fee.

17. We may at our sole discretion require you to use and shall issue to you, replacement Security Codes.
18. All Security Devices provided to you are and will remain our property and you must return all Security Devices promptly upon our request or upon cancellation or termination of the iBanking Services. Security Devices must not be altered, tampered with, disassembled or in any way copied or modified, and must not be dealt with or exploited in any way without our written authorisation.
19. You acknowledge and confirm that any person (such as a Supplementary Cardholder) that you have authorised to access and/or use the iBanking Services in relation to your Account (all such persons to be collectively referred to as the "**Authorised Users**"), are severally empowered and authorised to give orders or instructions through the iBanking Services on your behalf and shall act, without prejudice to any other capacity which such person may be transacting under, as your agent when accessing and/or using the iBanking Services, in relation to your Account. All use and/or access of the iBanking Services by the Authorised Users shall be deemed your use. All references to your use of the iBanking Services shall be deemed to include the Authorised User's use and/or access where applicable. You shall procure and ensure that each of your Authorised Users is aware of, subject to and complies with the terms of this Part B in relation to your Account. If any Authorised User to whom the Security Codes are given is no longer authorised to use the iBanking Services in relation to your Account, you shall immediately notify us.

#### **Electronic Instructions**

20. You agree to be bound by any access or use of the iBanking Services (whether such access or use are authorised by you or not) which are referable to your Security Codes or those of your Authorised User. You agree and acknowledge that any use of or access to the iBanking Services referable to your Security Codes or those of your Authorised Users and any Electronic Instructions shall be deemed to be, as the case may be:
  - (a) use of or access to the iBanking Services by you or your Authorised Users; or
  - (b) Electronic Instructions transmitted or validly issued by you or your Authorised Users.

You further agree that we, our Affiliates and the Providers shall be entitled (but not obliged) to act upon, rely on or hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you or your Authorised Users and you waive all rights and remedies against us, our Affiliates and the Providers in respect of any loss, damage or expense thereby arising. You will be responsible and shall be liable for all Transactions.
21. We, our Affiliates and the Providers are under no obligation to investigate the authenticity or authority of persons effecting the Electronic Instructions or to verify the accuracy and completeness of the Electronic Instructions. Accordingly, we, our Affiliates and the Providers may treat the Electronic Instructions as valid and binding on you notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the terms of the Electronic Instructions.
22. Any risk of misunderstanding, error, loss, damage or expense resulting from the use of the iBanking Services are entirely at your own risk and we shall not be liable therefor.
23. All Electronic Instructions will be deemed to be irrevocable and unconditional upon transmission through the iBanking Services and we shall be entitled (but not obliged) to effect, perform or process such Electronic Instruction(s) without your further consent and without any further

reference or notice to you. Nevertheless, in certain circumstances you may request to cancel or amend the Electronic Instructions which we will endeavour to give effect to on a commercially reasonable effort basis. However, notwithstanding the foregoing, we are not obliged to give effect to any request to cancel or amend any Electronic Instruction.

24. Unless you receive confirmation of receipt from us, Electronic Instructions sent through the iBanking Services may not have been received by us and accordingly, may not be carried out or processed, and we are not liable for any loss, damage or expense which thereby arises.
25. Unless otherwise provided, all Electronic Instructions are deemed "*instructions*" (as such term is used in the prevailing Terms and Conditions Governing Accounts) and accordingly shall be subject to the prevailing Terms and Conditions Governing Accounts which will apply in full force and effect to all Electronic Instructions.
26. You acknowledge and agree that we may at any time:
  - (a) at our sole discretion and without stating reasons, require that you identify yourself by alternative means;
  - (b) require any Electronic Instructions to be confirmed through alternative means (in writing given in person at a branch, by fax, and etc.);
  - (c) decline to act on the Electronic Instructions at any time without prior notice or giving any reason, including to:
    - (1) refrain from acting promptly upon any Electronic Instructions in order to verify the authenticity thereof; or
    - (2) decline to act on the Electronic Instructions where they are ambiguous, incomplete or inconsistent with your other Electronic Instructions or instructions, information and/or data; or
    - (3) decline to act on the Electronic Instructions which may have lapsed, been rendered invalid due to failure to comply with applicable conditions or are cancelled by the relevant regulatory or governmental body; or
    - (4) decline to act where any Electronic Instructions would cause you to exceed your applicable transaction or Account limits; or
    - (5) decline to act where any Electronic Instructions would result in any insufficiency of funds; or
    - (6) determine the order of priority in effecting the Electronic Instructions, the Transactions and other existing arrangements you have made with us (for example, cheques, standing orders and Interbank GIRO),without incurring any responsibility for loss, liability or expense arising out of so declining to act.
27. You agree and acknowledge that Electronic Instructions may not be processed immediately, around the clock or in a timely manner, and that we will not thereby be liable for any loss, damage or expense.
28. You shall be solely responsible for ensuring the accuracy, adequacy and completeness of the Electronic Instructions and that we shall not be obliged to verify the accuracy, adequacy and completeness of such instructions. You agree that we shall not be liable for any loss, damage or expense suffered by you as a result of:
  - (a) Electronic Instructions being inaccurate, inadequate or incomplete in any way; or

- (b) any failure, refusal, delay or error by any third party through whom any such Electronic Instruction is transacted.
- 29. Where we choose to act on Electronic Instructions, we act on a commercially reasonable effort basis and are not responsible for any acts and omissions while acting in a reasonable manner in discharging the Electronic Instructions.
- 30. Notwithstanding the termination of this Part (see **Clause 13**), we may (but are not obliged to) carry out any outstanding Electronic Instructions made prior to the termination of the iBanking Services.
- 31. Where you are using your Security Codes in relation to the account of another person (such as where you are accessing or using the iBanking Services as a Supplementary Cardholder), you agree:
  - (a) that the terms and conditions of this Part B shall apply to any such use; and
  - (b) that you shall be bound by and shall comply with all other terms and conditions applicable to you in connection with such use (including being responsible for payments thereunder).

**Consent to disclosure/Provision of information**

- 32. You consent to us and/or any of our personnel disclosing any Information, whether in Singapore or otherwise:
  - (a) to any of our Affiliates or Providers which has a legitimate business purpose for obtaining such information, including offering you products or services in connection with or to facilitate the use of the iBanking Services;
  - (b) to any of our Providers, Affiliates or any other third party as we may consider necessary in order to give effect to any Electronic Instructions or Transaction or to comply with any order or request of any court or government or regulatory authority in any jurisdiction;
  - (c) to any of the following where such disclosure is reasonably regarded by us to be necessary to complete any Transaction or to carry out the Electronic Instructions:
    - (i) to any person using the iBanking Services purporting to be you or your Authorised User; and
    - (ii) to any other joint account holder of your Account;
  - (d) to any information gathering or processing organisation or department conducting survey(s) on our behalf; and
  - (e) to any Provider for the purpose of or in connection with the sale, supply, marketing or promotion of any services or products or investigating any complaint or dealing with any query relating to the sale, supply, marketing or promotion of any services or products.

Our authority to disclose Information as set out in this Clause shall survive the termination of this Part, and our rights and abilities under this Clause shall be in addition and without prejudice to our other rights of disclosure under and pursuant to the Banking Act, Chapter 19 of Singapore or any other statutory provisions and in law and nothing herein is to be construed as limiting any of those other rights.

33. Neither we nor any of our personnel shall be liable for any loss, damage or expense suffered by you as a result of any disclosure of any Information which you have consented to us and/or any of our personnel disclosing.
34. You will provide us with any information or documentation that we may reasonably request relating to your use of the iBanking Services and shall cooperate with us in any related investigation or litigation. You shall be responsible to notify us in the event of a change of your mailing address, otherwise we shall have the right to rely on your last known mailing address.

### **Security Issues**

35. You shall be responsible for obtaining and using the necessary software and/or device, hardware and/or equipment necessary to obtain access to the iBanking Services at your own risk and expense.
36. You acknowledge the following Internet-related risks:
  - (a) Insufficient technical knowledge and lack of safety precautions can make it easier for unauthorised third parties to access your systems or devices (for example, insufficiently protected storage of data on the hard disk, file transfers and monitor emissions), and it is your responsibility to take the necessary security precautions.
  - (b) Your usage patterns may be monitored by third parties.
  - (c) Third parties could gain unnoticed access to your computer system and detect your access to the iBanking Services and your communications with us.
  - (d) Viruses and other malicious code may interfere with the iBanking Services, the Channel, the web browser or any relevant computer systems.

### **Hyperlinks**

37. For your convenience, the iBanking Services may include, refer to or make available hyperlinks to other websites or content on the Internet that are owned or operated by third parties. Such linked websites or content are not under our control and we are not responsible for the contents of or the consequences of accessing any such linked website.
38. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree that your access to or use of such linked websites or content is entirely at your own risk.

### **Information available through the Channel**

39. Neither we, the Providers nor the Affiliates shall be liable to you (whether based on an action or claim in contract, negligence, tort or otherwise) for any decision made or action taken by you in reliance on or use of any information, images, links, sounds, graphics, video, software or other materials, including quotes, news and research data, made available through the iBanking Services (collectively the "**Content**").
40. All Content is made available for information purposes only, except where expressly provided otherwise. Specifically, such Content is not intended nor shall they be construed as financial, tax or other advice or as an offer, solicitation or recommendation of securities or other financial products. You acknowledge and agree that the Content is provided by us for your personal use and you undertake not to redistribute or transmit all or any of the Content to any third party

(whether free of charge or for consideration, in any manner or form whatsoever), without our prior written consent.

41. **Account Balance and Transaction History.** The data or information relating to the Accounts provided by us (statements of accounts and etc.) via the iBanking Services may not be conclusive as to the latest current balance as certain transactions may have been made without the relevant entry being made in time when the data or information is provided. The data or information provided is therefore not binding except where expressly stated.
42. At our discretion, we may, upon your request, allow you to receive specific and timely prompts (collectively, the “**Alerts**”) in respect of certain Content provided by us from time to time. Each Alert may be notified by e-mail, pop-up screen in your browser and/or mobile devices (supported by certain service provider(s) only) subject to the relevant terms and charges of your network or mobile phone service provider(s). You agree and acknowledge that an Alert may be delayed or prevented by factors affecting the service providers, stock exchanges, currency markets, and other relevant entities and we do not guarantee the delivery, timeliness or accuracy of the Alert. You also acknowledge that the information in respect of any Alert may be subject to certain time lags and/or delays. We reserve the right to vary the features of any Alert and/or to terminate any request for any Alert at any time. We shall not be liable to you or anyone else for losses, damages or expenses arising from (a) non-delivery, delayed delivery or wrong delivery of an Alert; (b) inaccurate content of an Alert; or (c) use or reliance by you on the contents of an Alert for any purpose, including investment and business purposes.

### **Limits of Responsibility and Liability**

43. Provided that you have notified us in reasonable detail and in a timely manner of any problems experienced in the use of the iBanking Services, the Security Codes and the Content, we will use commercially reasonable efforts to correct such problems within a reasonable period of time (but without further liability if we are unable to do so). Notwithstanding the aforesaid provision or any other provision of this Part, the Channel, the iBanking Services, the Security Codes and the Content are provided on an “*as is*” and “*as available*” basis. Neither we nor our licensors (including contributors of articles, reports, surveys and news) warrant the accuracy, adequacy, completeness, timeliness, quality, currency, reliability, performance, or continued availability of the iBanking Services, the Security Codes or the Content and each of us and our licensors (including contributors of articles, reports, surveys and news) expressly disclaims liability for errors or omissions or any delays in the delivery of the Content, or for any actions taken in reliance on the Content. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, is given in conjunction with the iBanking Services, the Security Codes or the Content.
44. We may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the Channel, the iBanking Services, the Security Codes or any information, services or products provided therein and shall not be liable if any such upgrade, modification, suspension or alteration prevents you from accessing the iBanking Services. The information provided through the iBanking Services including the specifications, prices, availability and other details of the products and services

provided through the iBanking Services may be modified, deleted, or replaced from time to time and at any time at our absolute discretion.

45. We do not warrant that the iBanking Services or any of the Content or the Security Codes will be provided uninterrupted or free from errors or that any identified defect will be corrected; further, no warranty is given that the iBanking Services, the Security Codes and the Content is free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros.
46. We do not warrant the security of any information transmitted by you or to you through the iBanking Services and you acknowledge and accept the risk that any information transmitted or received through the Channel and the iBanking Services may be accessed by unauthorised third parties.
47. We, our Affiliates and the Providers shall in no event be liable to you or any other person for:
  - (a) any direct, indirect, incidental, special, consequential, punitive or economic loss, expense or damage arising from or in connection with any access, use or the inability to access or use the Channel, the iBanking Services, the Content, or reliance on the Content, howsoever caused and regardless of the form of action (including tort or strict liability); and/or
  - (b) any downtime costs, loss of revenue or business opportunities, lost profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment including software,even if we are advised of, or otherwise might have anticipated, the possibility of such loss, damage or expense.
48. We shall be under no liability for any damage, loss or expense, or for any obligation to pay or reimburse interest to you for unsuccessful crediting or debiting of money through the use of the iBanking Services.

### Intellectual Property

49. You acknowledge that the intellectual property rights in or to the Channel, the iBanking Services and the Content are owned by us, our Affiliates, or the Providers.
50. No part or parts of the Channel, the iBanking Services or any Content may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works or otherwise commercially exploited in any manner or by any means or stored in an information retrieval system without our prior written permission. You may view, print or use the Content for personal, non-commercial use only, provided further that you do not modify the Content and that you retain all copyright notices and other proprietary notices contained in the Content.
51. The trade marks, service marks, and logo (the "**Trade Marks**") used and displayed on or through the Channel or the iBanking Services are registered and unregistered Trade Marks of ours and others.
52. Nothing on the Channel or the iBanking Services should be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any Trade Marks displayed on or through the Channel or the iBanking Services, without our written permission.

### **Our records**

53. You acknowledge and agree that our records and any records of the Electronic Instructions or the Transactions, or any record of transactions relating to the operation of the iBanking Services and any record of any Transactions maintained by us or by any relevant person authorised by us relating to or connected with the iBanking Services shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of any Electronic Instructions, information and/or data transmitted using iBanking Services. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or are produced by or were the output of a computer system, and you hereby waive any of your rights (if any) to so object.

### **Indemnification**

54. You agree and undertake to fully indemnify us, our Affiliates, service providers, subcontractors, and agents, and to hold each of the aforementioned parties harmless, from and against all liabilities (including settlement sums), losses, charges and expenses (including legal fees and disbursements on a solicitor-client basis), claims, demands, actions and proceedings which we, our Affiliates, service providers, subcontractors and agents may incur, suffer or sustain directly or indirectly from or by reason of or in relation to the use, misuse or purported use or misuse of the iBanking Services, and shall pay such monies to us upon our demand.

### **Joint Accounts**

55. Each joint account holder shall be jointly and severally liable to us under this Part. If the joint account is an "and" joint account (operated by joint signing authority), each joint account holder may be able to view, but will not have transactional capability over, such account through the iBanking Services and will be unable to issue Electronic Instructions in relation to such account. If the joint account is an "or" joint account (operated by a single signing authority) each joint account holder will be able to view such account through the iBanking Services and transact, give, authorise or issue Electronic Instructions in relation to such account, which we may choose to act upon.
56. We may at any time require all joint account holders to expressly give their consent to us in such manner as we deem appropriate before we choose to act upon any Electronic Instruction in relation to any joint account.
57. You acknowledge and agree that we may suspend or terminate your access to (including your ability to view) any joint account of yours through the iBanking Services.
58. You acknowledge and agree that we are entitled to decline to act upon any Electronic Instructions in respect of any joint account without incurring any responsibility for loss, liability or expense arising out of so declining to act.

### **Miscellaneous**

59. We reserve the right to use any service providers, subcontractors and/or agents on such terms as we think appropriate.

60. Except for our Affiliates, service providers, subcontractors and agents, no person or entity who is not a party to this Part shall have any right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of this Part, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this shall not affect the rights of any permitted assignee or transferee of this Part.
61. We may by notice through the Channel or by such other method of notification as we may designate (which may include notification by way of e-mail), vary the terms of this Part, such variation to take effect on the date specified by us (which shall generally be no less than thirty (30) days from the date of the notice). If you use the iBanking Services after such date, you are deemed to have accepted such variation. If you do not accept the variation, you must stop using the iBanking Services and terminate this Part. Our right to vary the terms of this Part in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to this Part.
62. We, our Affiliates and Providers shall not be liable for any non-performance, error, interruption or delay in the performance of any obligations under this Part or in the Channel's or the iBanking Services' operation, or for any inaccuracy, unreliability or unsuitability of the iBanking Services and/or the Content if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond its reasonable control (which includes acts of God, natural disasters, acts of terrorism, embargoes, epidemics, acts of any government or authority, power failures, and the acts or a party for whom we, our Affiliates or Providers are not responsible for).
63. This Part is governed by Singapore law. You irrevocably submit to the non-exclusive jurisdiction of the Courts of Singapore.
64. If at any time any provision of this Part shall be or shall become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Part shall not be affected or impaired thereby, and shall continue in force as if such illegal, invalid or unenforceable provision was severed from this Part.
65. Our waiver of any of the covenants to be performed by you or any breach by you shall not be construed to be a waiver of any succeeding breach by you or of any other covenant. Our rights and remedies in this Part are cumulative and not exclusive of any other rights or remedies provided by law.

#### **Notices**

66. All notices or other communications given by us to you under this Part if:
  - (a) sent by post or left at your last known address will be deemed to be received by you on the day following such posting or on the day when it was so left; or
  - (b) communicated through any print or electronic media as we may select will be deemed to be notified to you on the date of publication or broadcast.
67. You may only give notice to us under this Part in writing sent to our designated address, and we shall be deemed to have received such notice only upon delivery.

68. Notwithstanding **Clauses 66** and **67**, we may from time to time designate other acceptable modes of giving notices for the purposes of this Part (including but not limited to e-mail or other forms of electronic communication) and the time or event by which such notice shall be deemed given.

### Definitions

69. In this Part (a) references to Clauses shall be deemed to be references to the clauses of this Part, unless otherwise expressly provided; (b) clause headings are inserted for convenience only and shall not affect the interpretation of this Part; (c) words importing the singular only shall also include the plural and vice versa where the context requires; (d) whenever the words “*include*”, “*includes*” or “*including*” are used in this Part, they will be deemed to be followed by the words “*without limitation*”; (e) unless otherwise provided, any reference to any statute or legislation shall be deemed a reference to such statute or legislation as amended from time to time or to a newly adopted statute or legislation replacing a repealed statute or legislation and be deemed to include any subsidiary legislation made thereunder; and (f) a reference to a person shall include a corporate entity or other legal entity.

70. In this Part, unless otherwise required:

- (a) “**Account**” means any account of yours (including your joint accounts) maintained with us which is accessed by you through the iBanking Services, and includes any other Account in addition to or in substitution for the Account originally accessed by you through the iBanking Services;
- (b) “**Account Terms**” means our prevailing Terms and Conditions Governing Accounts and our other prevailing terms and conditions governing use of the Account.
- (c) “**Affiliate**” means, in relation to any person, a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such person;
- (d) “**Alert**” is defined in **Clause 42**;
- (e) “**ATM**” means automated teller machine;
- (f) “**Authorised Users**” is defined in **Clause 19**;
- (g) “**Channel**” means the Internet website at <https://internet-banking.dbs.com.sg> (or such other replacement or substitute address or location as may be prescribed by us from time to time) as well as such other prescribed location, venue or resource of ours on the Internet which is similar or functionally analogous or associated to such Internet website. “**Channel**” includes the Content;
- (h) “**Content**” is defined in **Clause 39**;
- (i) “**Electronic Instructions**” means any communication, instruction, order, message, data, information or other materials received by us via the iBanking Services and referable to your Security Codes or those of your Authorised Users (including use of your Security Codes or those of your Authorised Users by any person, whether authorised or unauthorised by you or your Authorised Users), from you or purporting to come from you or from your Authorised

Users or purporting to come from your Authorised Users;

- (j) “**GST**” means any goods and services tax, including any tax of a similar nature that may replace it or be levied in addition to it, by whatever name called;
- (k) “**iBanking Services**” means the Channel and the Internet banking services relating to the Account or other services and facilities relating to the Account provided or made available to you by us from time to time via the Channel;
- (l) “**Information**” means any information or particulars relating to you, or the Account, the Electronic Instructions or any Transaction;
- (m) “**Provider**” means:
  - (i) any person, firm, company or organisation in Singapore or otherwise, including any third party, which, from time to time, participates or is involved, directly or indirectly, in providing services or products through the iBanking Services;
  - (ii) any person or organisation to whom we outsource certain functions or activities or who provide administrative, telecommunication, computer, payment, collection, security, clearing, credit reference or checking, or other services or facilities to us relating to operation of our business;
  - (iii) any digital certification authority, regulatory authority, electronic, computer, telecommunication, financial or card institution, data centre, facilities management or hosting service provider, call centre, outsourced service provider, Internet service provider, equipment and software providers and other service provider and/or network provider involved in providing the iBanking Services or any other ancillary or supporting service from time to time; and
  - (iv) our agents or storage or archival service providers (including but not limited to any provider of any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storage, and/or filing any documents or items on which your name and/or other particulars appear, or any data or records or any documents whatsoever;
- (n) “**Security Codes**” means personal or log-on identification numbers, Security Devices and other codes and access procedures for use in connection with access to and use of the iBanking Services issued by us from time to time. For existing DBS/POSB Bank customers, your DBS PIN (defined in **Part A** above) and/or DBS Card (defined in **Part A** above) issued to you before this Part came into effect shall be deemed to be “*Security Codes*” for the purposes of this Part;
- (o) “**Security Devices**” means any smartcards, tokens, electronic devices, hardware or any other equipment given by us to you from time to time in order to enable you to access and/or use the iBanking Services;
- (p) “**Supplementary Cardholder**” in relation to our credit cards, means such person who has been issued a credit card by us upon the request of a principal cardholder, to be used in conjunction with such principal cardholder’s account;

- (q) **“Trade Marks”** is defined in **Clause 51**; and
- (r) **“Transaction”** means any transaction or operation made or performed, processed or effected through the iBanking Services by you or any person purporting to be you, by any of your Authorised Users or any person purporting to be your Authorised User, acting on your behalf or purportedly acting on your behalf, with or without your consent, including:
  - (i) any payment or fund transfers from the Account; and
  - (ii) credit card transactions (including making payments or purchases).