

DBS Debit Card Agreement

This Agreement contains the terms and conditions applicable to your Card(s) and your Card Account(s). Please read them carefully before you sign or use the Card(s). Upon signing or using the Card(s), you will be bound by this Agreement.

When you read this Agreement, bear in mind that "you", "your" and "Cardmember" mean the person named on the enclosed Card. The words "we", "our" and "us" refer to DBS Bank Ltd and its successors and assigns. If you have a DBS/POSB bank account (savings, current or otherwise), you may request us to issue the Card(s) to you. Your DBS/POSB bank account shall be designated by us to work with your Card(s) and shall be called the Card Account.

1. USE OF CARD/PIN

1.1 RECEIPT OF CARD/PIN

Once your application for a Card is approved, the Card and a Personal Identification Number (PIN) to be used in conjunction with your Card will be mailed to your address registered in our records. We are not liable for any loss or damage which you may suffer if you fail to receive the Card and/or the PIN. Upon receipt of your Card, you should sign the Card if you intend to use it. By doing so, you will be bound by the terms and conditions of this Agreement.

1.2 ELECTRONIC SERVICES

You may use your Card and/or PIN for effecting authorized transactions, including transactions through the ATM and/or Card Not Present transactions (internet purchases, mail/telephone order) and/or for utilizing other Electronic Services. No other person is allowed to use the Card and/or PIN to make any transactions. We may determine at our sole discretion the facilities that you may utilize using your PIN. Should we decide to, we may also modify any such facilities.

1.3 POINT OF SALE TRANSACTIONS

You may effect Point of Sale transactions via signature and/or via PIN at merchants' Point of Sale terminals.

1.4 SAFEGUARD CARD AND PIN

You are to take necessary precautions to safeguard your Card and PIN. You will remain liable for all unauthorized transactions on your Card until you notify us of the loss or theft of your Card or disclosure of your PIN. Additionally, as Card transactions may be effected via signature, the safekeeping of your Card is critical to prevent unauthorized Card transactions. No other person, apart from yourself, is allowed to use the Card to enter into any transactions.

2. SPENDING LIMIT

2.1 SPENDING LIMIT

We may set a spending limit in relation to your Card Account, which we may vary without notice. The Spending Limit will apply to all Point of Sale (whether effected via signature and/or PIN) and/or Card Not Present (including internet purchases and mail/telephone orders) transactions. We may set different spending limits for signature-based Card transactions, PIN-based Card transactions and Card Not Present transactions.

2.2 ATM LIMIT

We may set an ATM Limit in relation to your Card Account, which we may vary without notice. You must not use or attempt to use your Card to effect any Cash Withdrawal or any other transactions if the ATM Limit or available balance would be exceeded.

2.3 HOLD ON CARD ACCOUNT

We may set aside or place a hold on your Card Account in respect of any transaction on the day such transaction is presented to us for payment or on the day we receive notice

of such transaction. Such an amount set aside or held is only an estimated sum of the actual transaction and may not be identical to the actual transaction. Should we set aside or hold any amount, the available balance in your Card Account shall be reduced by such amounts that we set aside. You may not stop payment on such transaction nor use any sum set aside or held by us. Where applicable, we may set aside or hold such sums for up to 10 days after which we shall debit your Card Account for the full amount of the actual transaction.

2.4 CHARGES NOT TO EXCEED SPENDING LIMIT

You may effect a Card Transaction only if there are sufficient funds in your Card Account to cover such transactions and the total charges incurred under your Card Account shall not exceed the spending limit that we have set for your Card Account. You shall not effect or attempt to effect any card transaction that would result in your spending limit being exceeded. We may also refuse to authorise any transaction that you wish to effect even if such transaction would not cause your spending limit to be exceeded.

2.5 EXCEEDING SPENDING LIMIT

We may in our discretion and without giving prior notice approve, authorize or allow any Card Transaction to be effected during any period even though such Card Transaction would result in your Card Account being overdrawn and/or Spend Limit being exceeded as a consequence. Our determination on whether your Spending Limit has been exceeded shall be conclusive and binding on you.

3. LOSS/THEFT OF CARD/DISCLOSURE OF PIN

3.1 DUTY TO PREVENT LOSS/THEFT/FRAUD

Your Card(s) remains our property at all times and must be returned to us on request or on cancellation or termination of the Card and/or this Agreement. You must keep your Card(s) securely and ensure that your Card Account number and PIN are not disclosed to any other person. The Card is to be used solely by you and must not be transferred or pledged as security in any way.

3.2 DUTY TO NOTIFY US

You must notify us immediately if (a) the PIN is lost or disclosed to any person or (b) the Card is lost or damaged or used by any other person or (c) any other event occurs which would, under the terms of this Agreement, allow us to suspend or cancel the use of Card or the Electronic Services. You may notify us of the loss/theft or unauthorized use by calling our Customer Service Hotline at 1800-111 1111 or at (65) 6327 2265 or by notifying us in writing. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss/theft/disclosure and any other information that we may require. After receipt of any such notice from you, we may suspend or cancel your use of the Card and/or Electronic Services at any time.

3.3 LIABILITY FOR LOST/STOLEN CARDS

If your Card is lost or stolen or if the PIN is disclosed without your authorisation, your liability for unauthorised transactions effected after such loss, theft or unauthorized disclosure but before we are notified thereof shall be limited to \$100 only if:

- (a) you have immediately notified us of the loss, theft or unauthorized disclosure;
- (b) you assist us in the recovery of the unauthorised charges incurred;
- (c) you furnish us with a police report accompanied by written confirmation of the loss, theft or unauthorized disclosure and any other information that we may require; and
- (d) we are satisfied that such loss, theft or unauthorised disclosure is not due to your negligence or default.

You shall not be liable for any transactions carried out after we have been notified of the loss, theft or disclosure.

3.4 **RECOVERY OF LOST/STOLEN CARD**
If you recover the lost or stolen Card, you must immediately return the said Card to us cut in half without using it.

3.5 **REPLACEMENT OF CARD OR PIN**
Following the occurrence of any event referred to in Clause 3.2 above, we may at our discretion issue a replacement PIN and/or Card and charge a replacement fee.

4. OPERATING YOUR CARD ACCOUNT

4.1 LIABILITY FOR TRANSACTIONS

You are liable for all authorized card transactions and cash advances. In addition, you shall be responsible for unauthorized transactions made, up to \$100, referred to in Clause 3.3 above. We shall send the Principal Cardholder a Card Account statement every month listing the transactions incurred by the Principal Cardholder and the Supplementary Cardholder(s) (where applicable) in respect of each Card Account(s).

4.2 OVERDRAWN ACCOUNTS

We may at our discretion allow your Card Account to be overdrawn. We may charge an overdraft charge based on the amount of the overdrawn balance existing at any time on your Card Account. We may debit the overdraft charge to your Card Account monthly or at such other intervals as we may determine. The overdrawn amount and the overdraft charge shall be payable by you on demand.

4.3 CHANGE OF DESIGNATED CARD ACCOUNT

Should we approve any request by you to designate another account in place of your existing Card Account for the purposes of this Agreement, the card account nominated by you shall become the designated Card Account. The change shall take effect from any date that we may determine. Until and unless we have approved the change of your designated Card Account, this Agreement shall continue to apply to any card transactions for which amounts have been set-aside to the previous Card Account.

4.4 EARMARKING OF CARD ACCOUNT BALANCES

Even if we have agreed otherwise in any other agreement relating to the Card Account either with you alone or with any other person(s); we shall be entitled to retain the balance on your Card Account for up to ninety (90) days after the date when your Card Account is closed or terminated (whether by you or by us). Our rights under this Agreement shall not cease after the termination of the Card Account; and we have the right to continue debiting your Card Account with overdraft charges (if any) and/or card transactions effected before or after the closure or termination of the Card Account. Your liability (and the liability of all other persons, if any, in whose name the Card Account is maintained) to us under this Agreement for any balance due to us shall continue.

4.5 JOINT ACCOUNT

Where the Account is in joint names and may be operated by any Account holder singly, the Bank may, at the request of any holder of the Account, issue the Card to such holder. All the joint Account holders are jointly and severally liable for the use of the Card under this Agreement.

5. CHARGES AND FEES

5.1 CASH WITHDRAWAL FEE

We may debit your Card Account with a fee for each Cash Withdrawal. We may choose to waive such fee or change it without giving notice.

5.2 OTHER CHARGES

In addition to the above, we may also debit your Card Account and/or any Account you maintain with us where applicable for the following charges including but not limited to:

- (a) annual fee
a non-refundable service fee for the maintenance of your Card and/or Card Account;
- (b) administrative fee for production of documents
an administrative fee for any replacement card or documents relating to your Card;
- (c) cancellation fee for "no show reservation"
a charge for cancelling or failing to fulfil an airline or hotel reservation secured through your Card;
- (d) service charge/administration fee
any action taken by us in carrying out any of your instructions and/or requests relating to your Card Account, whether such service or action is referred to or contemplated in this Agreement or otherwise.
- (e) charges, fees, withdrawals and payments
for the provision and/or use (authorized or unauthorized) 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.

5.3 RIGHT TO VARY CHARGES

We may at our discretion vary the rate or amount of any charge, fee or overdraft rate payable under this Agreement.

5.4 GOODS AND SERVICES TAX

You shall be responsible for all goods and services tax and all taxes imposed on or payable in respect of any amount required to be paid under this Agreement. We may debit the amount of such tax to your Card Account or debit the amount from any Account(s) you maintain with us.

5.5 CHARGES RESULTING IN OVERDRAWN ACCOUNT

We shall be entitled to debit your Card Account or any other Account(s) you maintain with us in respect of any sum owed by you to us (whether incurred as card transactions, fees, charges or otherwise) even if your Card Account would be overdrawn as a consequence.

5.6 REVERSAL OF ENTRIES

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.

5.7 USE OF CARD OUTSIDE SINGAPORE

Transactions in foreign currency shall be converted to Singapore dollars on the date of conversion based on the prevailing wholesale currency market rates or the government-mandated rate, as shall be determined by the respective card associations, namely MasterCard International and Visa International. The rate used for the conversion may be different from the rate in effect on the date of the transaction due to market fluctuation. All transactions in foreign currency are subject to a charge imposed by the respective card associations, either as a reimbursement charge representing the charge imposed on us or as a direct charge to you. An administrative fee of 2.0% of the foreign currency transaction amount for services provided or actions taken by us in relation to such foreign currency transactions shall be payable by you and debited to your Card Account.

6. TERMINATION OF USE OF CARD AND CARD ACCOUNT

6.1 OUR RIGHT TO TERMINATE

We may suspend or terminate your Card Account(s) or your usage of Electronic Services at any time without having to give any reasons or notice. Upon termination, you will not use or attempt to use the PIN and/or Card. Any such use shall be fraudulent. If the use of the Card is terminated by us for any reason, you must return the Card to us cut in half. There will be no refund of any fees payable upon the termination of the Card for any reason.

6.2 YOUR RIGHT TO TERMINATE

You may terminate your Card Account(s) or your use of Electronic Services at any time by giving us written notice and returning to us (if applicable) the Card cut in half. You may also terminate this Agreement by giving us written notice and (if applicable) surrendering any DBS/POSB Card. Upon termination, you will not use or attempt to use the PIN and/or Card. Any such use shall be fraudulent.

6.3 OBLIGATIONS UPON TERMINATION

Upon the termination of your Card Account(s) for whatever reason, you shall not continue to use your Card(s). Your obligations under this Agreement will continue and we shall remain entitled to debit your Card Account or any other Account(s) you maintain with us for overdraft charges as well as card transactions that are carried out before or after the termination of your Card Account. Until such transactions and any overdraft charges that may be imposed in the manner stipulated in Clause 4.2 above are paid in full, you (and any other person, if any, in whose name the Card Account is maintained) shall remain liable to us.

7. LIABILITY OF CARDHOLDERS

7.1 You shall be liable for, and shall pay, us, on demand, the balance due to us on your Card Account, including all charges debited to your Card Account in accordance with this Agreement or any other agreement between you (whether alone or jointly with any other person or persons) and us.

8. EXCLUSIONS AND EXCEPTIONS

8.1 NON-ACCEPTANCE OF CARD

We are not liable in any way:

- (a) should your Card(s) or PIN(s) be rejected by a merchant or any terminal used to process card transactions or if we refuse for any reason to authorise any card transaction;
- (b) for any malfunction, defect or error in any terminal used to process card transactions, or other machines or system of authorisation whether belonging to or operated by us or other persons;
- (c) for any delay or inability on our part to perform any of our obligations under this Agreement or otherwise if such delay or inability arises from a failure of, or any unauthorised and/or unlawful access to, any machines, data processing system, transmission link or arising from any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, civil disturbance, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, stickes, lock-outs, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors or any event outside our control or the control of any of our servants, agents or contractors or any fraud or forgery or;
- (d) for any damage to or loss or inability to retrieve any data or information that may be stored in your Card(s) or any microchip or circuit or device in your Card(s)
- (e) for our compliance with any instruction given or purported to be given by you 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;

- (f) if you are deprived of the use of any Electronic Services as a consequence of any action by us and/or any Participant; or
- (g) any Electronic Service not being available due to system maintenance or breakdown/nonavailability of any network; or
- (h) for any equipment or software providers, any service provider, any network 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.

In any event, we are not liable for anything done or omitted to be done except in the case of our gross negligence or willful default.

8.2 PROBLEMS WITH GOODS AND SERVICES

We are not liable in any way should you encounter any problems with the goods and services that you obtain through the use of your Card or Electronic Services nor are we responsible for any benefits, discounts or programmes of any merchant that we make available to you. Notwithstanding the non-delivery or non-performance or defects in any such goods and services, we shall be entitled to debit your Card Account or any other Account(s) you maintain with us the full amount pursuant to that Card Transaction. You will settle any dispute directly with the provider of the goods and services.

8.3 NO LIABILITY FOR CONSEQUENTIAL LOSS

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 or your usage of the Card.

8.4 NO LIABILITY FOR CARD-NOT-PRESENT TRANSACTIONS

We may, in our discretion and without giving prior notice approve or authorize such Card-Not-Present transactions in which event you shall be liable for all Card-Not-Present transactions effected through the use of your Card for any reason. We will not be liable to you in any way for any authorization done in connection with Card-Not-Present transactions.

9. CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES

- 9.1 Any of our records relating to card transactions with your signature or authorized by your PIN are conclusive evidence of their accuracy and authenticity and shall be binding on you for all purposes. You shall also notify us if you discover any errors or inaccuracies in any Card Account statement. If you fail to inform us of any error or inaccuracy in the Card Account statement within seven (7) days from your receiving it, the contents of the Card Account statement shall be conclusive and binding on you.

10. AMENDMENTS

10.1 CHANGES TO AGREEMENT

We may change the contents of this Agreement and/or create new terms and conditions at any time by notifying you of the changes. The changes shall take effect on the date specified in the notice. Should you continue to keep or use the Card and/or the Electronic Services after the specified date, you shall be considered to have accepted the changes without reservation. If you do not accept the changes, you must stop using the Card and/or Electronic Services and terminate this Agreement.

10.2 PUBLICATION OF CHANGES

We may notify you of any changes to this Agreement by publishing such changes in any local newspapers or by displaying them at our branches. We may however choose to inform you by other means of communication.

11. DISCLOSURE OF INFORMATION

11.1 PARTIES TO WHOM DISCLOSURE MAY BE MADE

You authorise us to disclose any particulars of your Card Account and/or your use of the Card(s) to:

- (a) any person or organisation participating in the provision of electronic or, without limitation, other services in connection with banking services or usage or loyalty benefits made available or utilised by you, whether in Singapore or outside Singapore for the purpose of the operation of the said services, including but not limited to investigating discrepancies, errors or claims;
- (b) banks, credit or charge card companies or merchants in credit or charge card enquiries; outsourced agents appointed by us for the purpose of making, printing, mailing, storing microfilming and/or filing personalised cheques, statements of accounts, cards, labels, mailers or any other documents or items on which your name and/or other particulars appear, or any data or records or any documents whatsoever;
- (c) any information gathering or processing organisation or department or consultant conducting survey(s) or analyses or developing system applications on our behalf;
- (d) any person or organisation for the purpose of marketing or promoting any services or products whether our own or tied up by us;
- (e) VISA International, MasterCard International or American Express International;
- (f) any of our related corporations (as such term is defined in the Companies Act, Chapter 50 of Singapore) for risk management purpose, for monitoring credit exposures across the DBS Group to you and for cross-selling purposes. "DBS Group" means any of our subsidiaries, our holding company and any subsidiaries of our holding company;
- (g) any government agency or authority or courts of the jurisdiction where any of our overseas branches is situated;
- (h) any person or organisation for the purpose of collecting or recovering on our behalf, or securing for your benefit or repaying on your behalf, any sums of money owing to us from you;
- (i) any Participant or third party which has a legitimate business purpose for obtaining such information, including offering your products or services in connection with or to facilitate the use of Electronic Services;
- (j) to any person using the Electronic Services purporting to be you;
- (k) any person or organization involved in the sending or delivering of any communication to your last known address on our records. For the purposes of this clause, communication shall include all forms of direct mailers and advertisements (including messages printed on envelopes with our name and logo); and
- (l) where such disclosure is necessary to complete any Transaction.

11.2 ADDITIONAL RIGHTS

Our rights under this Clause shall be in addition and without prejudice to other rights of disclosures available pursuant to the Banking Act, Chapter 19 of Singapore (as may be amended and substituted from time to time) or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.

11.3 ACKNOWLEDGEMENT

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 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 third parties may have or be able to gain access to any Information transmitted over the relevant system, and you agree not to hold us liable in any way in this respect.

11.4 NO LIABILITY FOR DISCLOSURE PERMITTED UNDER AGREEMENT

Neither we nor any of our officials shall be liable for any loss or damage suffered by you or as a result of any disclosure of any Information which you have consented to us and/or any of our officials disclosing.

11.5 PROVISION OF INFORMATION

You will provide us with any information or documentation that we may reasonable request relating to your use of the Card or the Electronic Services and shall cooperate with us in any related investigation or litigation.

12. SET OFF AND CONSOLIDATION

12.1 EXTENT OF OUR RIGHTS

We shall be entitled at any time and without notice to you combine or consolidate the moneys in any of your accounts maintained with us (whether matured or not) and/or set off or transfer any sums that your account(s) is in credit of, towards the repayment of sums owed by you to us on regardless of whether we have terminated the use of your Card or Card Account or your use of Electronic Services and/or whether the balance owed to us has become due or payable.

12.2 SET OFF AND CONSOLIDATION INVOLVING FOREIGN CURRENCIES

Where any set off or consolidation undertaken by us involves the conversion of one currency to another, we shall make the necessary conversion at our prevailing currency exchange.

Any losses that may arise from such conversion shall not be recoverable from us.

13. COMMUNICATION AND SERVICE OF DOCUMENTS

13.1 COMMUNICATION

We may send any Card(s) notices, Card Account statements or any other communication to you by facsimile transmission, short message system (SMS), electronic mail, ordinary prepaid post or personal delivery to your last known address. Communication and notices sent by facsimile shall be considered to have been sent and received by you on the same day. Communication and notices sent by pre-paid mail shall be considered to have been delivered on the day immediately after the date of posting if sent by post in Singapore, and considered delivered five (5) days after the date of posting if sent outside of Singapore.

13.2 SERVICE OF DOCUMENTS

We may serve you with a writ of summons, statement of claim or any other legal process or document requiring personal service by delivering it personally, sending it by ordinary post or by leaving it at your last known address (whether a post office address or private residence or business residence or otherwise). You will be considered to have been properly served on the date of delivery if we deliver process personally to you, or served

on the next date after the date of posting if process is posted to you. In addition to these two (2) methods of service, we may serve you in any other method permitted by law.

14. SMS ALERTS SERVICE

- 14.1 You will automatically be enrolled in the SMS Alerts ("Alert") service. Alert notifications will be sent via Short Message Service ("SMS") to you at our discretion based on pre-determined criteria as follows: (a) First card usage alerts; (b) Transactions alerts, both local and overseas; and (c) Suspicious or irregular transaction alerts. The service is subject to the Terms and Conditions of the Cardholder's agreement with your mobile phone service provider. You shall ensure that your mobile phone and number is able to receive text messaging both in Singapore and overseas, and you shall be responsible for any fee imposed by your respective mobile phone service provider.
- 14.2 Each Alert is not encrypted and may include details pertaining to your transaction(s). You are responsible for the security of your mobile phone. We shall not be liable in any way to any party should any Alert be viewed or accessed by persons other than the respective Cardholder.
- 14.3 We shall not be liable for any or all losses, damage, expenses, fees, costs (including legal costs on a full indemnity basis) that may arise, directly or indirectly, in whole or in part, from (a) the non-delivery, the delayed delivery, or the misdirected delivery of an Alert; (b) the non-receipt of an Alert; (c) inaccurate or incomplete content in an Alert; (d) reliance on or use of the information provided in an Alert for any purpose; or (e) any third party, whether authorised or not, obtaining your Cardholder account information contained in the Alert by accessing your mobile phone.
- 14.4 An Alert does not constitute a record for the card account or card transaction to which it pertains. We do not assume any additional responsibility or obligation in respect of the use of, or any transaction or eventuality involving, the card account. The Alert service does not free you from the responsibility of safeguarding the physical security and authorised use of your card or card account, and it does not entail that DBS will automatically be liable for any unauthorized transaction that may be charged to the card account.

15. MISCELLANEOUS

15.1 RECOVERY OF COSTS

Any costs, fees or expenses (including legal costs) that are incurred by us as a result of your breach of the terms and conditions of this Agreement or arising out of our enforcement of any of our rights shall be recoverable by us from you on a full indemnity basis.

15.2 TRANSACTIONS INVOLVING FOREIGN CURRENCY

If the currency of any card transaction is different from that which your Card Account is maintained, we shall be entitled to convert such transaction into the currency of your Card Account or any other currency at such rate(s) of exchange as we may determine; and debit your Card Account with the amount of the card transaction. We may charge, credit and debit, as applicable, all sums payable to us under this Agreement to your Card Account and for this purpose convert credits and charges incurred into the currency of your Card Account at such rate (s) of exchange as we may determine.

15.3 INSTRUCTIONS FROM YOU

All requests or instructions from you must be in writing and signed by you. We may choose to accept any instruction from you made through electronic mail, facsimile transmission and in the case of the telephone, such instruction that we believe is given by you even if you had not actually given such instructions. Any non-written instructions shall be given to us at your risk and we shall not be responsible for any loss or damage that you may suffer.

15.4 PROVISIONS OF CARD ACCOUNT TO PREVAIL

The provisions of this Agreement shall supplement and not replace the provisions of any agreement you may have us with respect to any Card Account or the Electronic Services, any other agreement(s) between us and you or any of our rights arising under any such agreement(s). Should the provisions of this Agreement and the provisions of any such other agreement conflict, the provisions of this Agreement shall prevail.

15.5 ADDITIONAL BENEFITS, SERVICES OR PROGRAMMES

We may provide at our sole discretion, additional services, benefits or programmes in connection with the use of your Card(s). Such additional services where provided, do not form part of our legal relationship with you and we may withdraw or change these services at any time without notice to you. Those additional services, benefit or programmes may be subject to their own terms and conditions.

15.6 DELAY OR FAILURE TO EXERCISE RIGHTS

Any delay or failure by us to exercise our rights and/or remedies under this Agreement does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

15.7 CHANGE OF CARD ACCOUNT NOT TO AFFECT PAYMENT ARRANGEMENT WITH OTHER FINANCIAL INSTITUTION

Should you make any arrangement with any financial institution for the credit of your Card Account, whether at regular intervals or otherwise, and should your Card Account be terminated and replaced with another Card Account whether because of loss of your Card or otherwise, such arrangement shall continue in relation to your new Card Account as from the date when the first Statement with respect to the original Card Account is sent to you.

15.8 GOVERNING LAW

This Agreement is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

16. INDEMNITY

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 Card or 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 Card or 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.

17. TERMS AND CONDITIONS

In addition to this Agreement, the use of the Card and/or 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. 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.

18. SEVERABILITY

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.

19. NO WAIVER

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.

20. TERMS AND CONDITIONS GOVERNING ELECTRONIC SERVICES

In this Agreement, "you" and "your" mean the customer (whether individual or corporate), and (where the context so requires) includes any User. "We", "us" and "ours" mean DBS Bank Ltd, including its successors and assigns.

20.1 PIN/CARD

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. 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.

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.

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.

20.2 PAYMENTS CHARGES FEES COSTS AND TAXES

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, even though such debiting would result in your Card Account being overdrawn as a consequence.

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.

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.

20.3 USE OF ELECTRONIC SERVICES

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.

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.

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.

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.

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.

20.4 CUSTOMER'S DUTY

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.

20.5 CONSENT TO DISCLOSURE/PROVISION OF INFORMATION

You consent to us and/or any of our officials 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.

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.

Neither we nor any of our officials 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 officials disclosing.

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.

20.6 LIABILITY

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;
- (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/nonavailability 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 network 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.

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.

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.

20.7 RECORDS OF TRANSACTIONS

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.

20.8 COMMUNICATIONS

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.

21 DEFINITIONS

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. In this Agreement, unless otherwise required:-

- (a) this "Agreement" means these terms and conditions as amended or supplemented;
- (b) "Account" means any account of yours maintained with us which you have designated for the settlement of Card transactions and/or 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;
- (c) "ATM" means an automated teller machine or card operated machine or device whether belonging to us or to MasterCard Global ATM Network or CirrusATM Network or any other similar international network in which we may participate;
- (d) "ATM Limit" means the maximum permissible limit prescribed by us for all cash withdrawals and/or any other Transaction which you may effect through an ATM in any one day;
- (e) "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;
- (f) "Card Transaction" means any payment made or any amount charged for any goods, services and/or other benefits by, through or from the use of the Card in signature or the PIN or in any other manner, regardless whether a sales draft or other voucher or form is signed by you and whether authorization has been sought by us;
- (g) "Card-Not-Present Transaction" means a Transaction effected in a merchant environment where the cardholder and the Card are not physically present at the time of usage. Typical Card-Not-Present transactions include but are not limited to internet-based transactions, mail, telephone or facsimile orders or reservations or recurring payments;
- (h) "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;
- (i) "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;
- (j) "Merchant" means any person, firm or corporation which enters into an agreement with the bank, or any member or licensee of MasterCard International, VISA International, or any other electronic service provider relating to the use and/or acceptance of a Card in payment to such person whether for goods, services or charges provided or incurred;
- (k) "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;
- (l) "Information" means information regarding the money or other relevant particulars relating to you, or any User, or the Account or any Transaction;
- (m) "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 or any goods and services in relation to the Card;
- (n) "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 to you and "DBS PIN" means a PIN issued by us to you or any User at your request, in relation to the use of the Card and/or access of Electronic Services;
- (o) "Transaction" means any transaction or instruction effected or issued, or purported to be effected or issued, by you through the Card and/or Electronic Services;
- (p) "User" means any person(s) nominated and authorised by you from time to time, and acceptable to us, to use Electronic Services;

- (q) Point of Sale transactions – means transactions initiated at Merchants' point of sale terminals;
- (r) Spending Limit – means the maximum permissible limit prescribed by us in respect of total Card transactions effected in a day (including the use of the Card to effect a Transaction via the terminals operated by Network for Electronic Transfers Pte Ltd and/or Electronic Services).