

# DBS Commercial Card Agreement

## Virtual Card

This Agreement sets out the terms and conditions applicable to Cards (as defined below) issued by DBS Bank Ltd. Please read them carefully.

### 1. DEFINITIONS

- 1.1 In this Agreement, the following words shall have the respective meanings set out hereunder unless the context otherwise requires:
  - 1.1.1 **"Address"** includes any street address, electronic mail address and facsimile transmission number.
  - 1.1.2 **"Administrator"** in relation to a Card or Cards means such person as may be nominated by the Cardmember from time to time, to manage the Card Account and the Card(s) issued to the Cardmember.
  - 1.1.3 **"American Express"** means American Express Limited.
  - 1.1.4 **"Billing Entity"** in relation to the use of any Card and billing for charges to the Card such as for travel, electronic road pricing or other goods or services includes any department or division of a Cardmember or any asset of the Cardmember such as a vehicle or a machine.
  - 1.1.5 **"Card"** means any non-physical card issued by DBS in association with American Express, MasterCard or VISA and includes any such card issued in replacement or renewal thereof.
  - 1.1.6 **"Cardmember"** means the firm or corporation who or which is the applicant for any Card and/or any Billing Entity to whom a Card number is issued on the application or request of the Cardmember.
  - 1.1.7 **"Card Account"** in relation to any Card means the account designated and maintained by DBS as the account for the purpose of the use of that Card and if only one account is designated and maintained by DBS for all the Cards issued to a Cardmember, any reference to Card Account shall mean that account.
  - 1.1.8 **"Card Account Statement"** means any statement(s) issued by DBS of the amounts charged debited and/or paid to the Card Account(s) stated in such statement(s). Such statement may take any form and may be constituted by data stored in any electronic medium or system and transmitted through any computer system or facsimile machine.
  - 1.1.9 **"Card Transaction"** means a payment (whether for goods or services or of charges incurred or otherwise) or transfer effected through the use of the Card.
  - 1.1.10 **"Corporate Limit"** means the amount as specified by DBS from time to time up to which the total of the Outstanding Balances on all Card Accounts may reach before DBS refuses to authorise or approve any further Card Transaction on any Card Account.
  - 1.1.11 **"Credit Limit"** in relation to any Card Account, means the amount nominated by the Cardmember to DBS in writing from time to time or specified by DBS from time to time up to which the Outstanding Balance on that Card Account may reach before DBS refuses to authorise or approve any further Card Transactions on that Card.
  - 1.1.12 **"DBS"** means DBS Bank Ltd, its successors and assigns.
  - 1.1.13 **"MasterCard"** means MasterCard International Incorporated.

- 1.1.14 **“Merchant”** means any person or entity with whom DBS or any member or licensee of American Express, MasterCard or VISA has a subsisting agreement relating to the use and/or acceptance of any Card in payment to such person or entity whether for goods, services or charges incurred.
- 1.1.15 **“Outstanding Balance”** in relation to any Card Account means the outstanding balance in favour of DBS with respect to that Card Account as stated in any Card Account Statement.
- 1.1.16 **“Person”** includes any association, firm or corporation.
- 1.1.17 **“Payment Due Date”** in relation to any Card Account Statement means the date specified in that Card Account Statement for that purpose.
- 1.1.18 **“Specified Address”** in relation to any Cardmember means any of the following:
- (a) the Address of the Cardmember stated in the application for the Card and any other Address which the Cardmember may notify DBS from time to time; and
  - (b) any Address from which any facsimile transmission or electronic mail of the Cardmember or purporting to be a facsimile transmission or an electronic mail of the Cardmember had been despatched to DBS.
- 1.1.19 **“Statement Date”** in relation to any Card Account Statement means the date specified in that Card Account Statement as such.
- 1.1.20 **“Terminal”** means any computer or electronic equipment.
- 1.1.21 **“Transaction Count Limit”** in relation to any Card, means the number of Card Transactions which may be effected on that Card on any day before DBS refuses to authorise or approve any further Card Transactions on that Card on that day.
- 1.1.22 **“Transaction Limit”** in relation to any Card, means the amount nominated by the Cardmember to DBS in writing from time to time up to which any Card Transaction may reach before DBS refuses to authorise or approve such Card Transaction.
- 1.1.23 **“VISA”** means VISA International Service Association.

## 2. CARD FACILITIES

- 2.1 Any Card may be used for making payments to Merchants subject to this Agreement and to such terms, conditions, requirements, limitations and procedures as may be imposed or established by DBS, any Merchant, American Express, MasterCard or VISA from time to time.
- 2.2 DBS may at any time modify or vary any or all of the services, functions and facilities available through the use of any Card or terminate the availability of any or all of such services, functions and facilities without having to give notice to the Cardmember.

## 3. TRANSACTION CONTROLS

- 3.1 The Cardmember may from time to time nominate to DBS in writing a Credit Limit, a Transaction Limit and a Transaction Count Limit in respect of the Card Account. The Transaction Limit shall be regarded as a part of the Credit Limit and shall not be additional to the Credit Limit.

- 3.2 Notwithstanding any Credit Limit, Transaction Limit or Transaction Count Limit that may be nominated by the Cardmember, DBS shall be entitled to:
- 3.2.1 authorise or allow any Card Transaction even though:
- (a) the amount of that Card Transaction is more than the Transaction Limit;
  - (b) the Outstanding Balance on the Card Account has exceeded or would as a consequence exceed the Credit Limit; or
  - (c) the Transaction Count Limit has been exceeded or would as a consequence be exceeded; or
- 3.2.2 refuse to authorise or approve any Card Transaction even though:
- (a) the amount of that Card Transaction is less than the Transaction Limit;
  - (b) the Credit Limit has not been and would not be exceeded if such Card Transaction had been effected; or
  - (c) the Transaction Count Limit has not been and would not be exceeded if such Card Transaction had been effected.
- 3.3 DBS may set a Corporate Limit in respect of the Cardmember. Notwithstanding any Corporate Limit that may be set or imposed, DBS may in its absolute discretion authorise or allow any Card Transaction even though the total of the Outstanding Balances on all Card ACcounts has exceeded or would as a consequence exceed the Corporate Limit or refuse to authorise or approve any Card Transaction even though the Corporate Limit has not been and would not be exceeded if such Card Transaction had been effected.
- 3.4 Unless otherwise approved by DBS, the Card may not be used to effect any Card Transaction with such category or categories of Merchants as DBS may from time to time notify the Cardmember Provided nevertheless that DBS may in its absolute discretion authorise or allow any Card Transaction with any Merchant notwithstanding that such Merchant may fall within any category of Merchants notified by DBS to the Cardmember.
- 3.5 The Cardmember may with the prior written approval of DBS and using such classifications or codes as may be prescribed by DBS from time to time, specify to DBS in writing the category or categories of Merchants in addition to those categories notified by DBS under Condition 3.4 above at which the Cards issued on the application of the Cardmember may not be used for the purpose of effecting any Card Transaction with such Merchants Provided nevertheless that DBS may in its absolute discretion authorise or allow any Card Transaction with any Merchant notwithstanding that such Merchant may fall within any category of Merchants specified by the Cardmember.

#### **4. LOSS OR DISCLOSURE OF CARD PARTICULARS**

- 4.1 The Cardmember and/or the Administrator must safeguard the Card particulars at all times and ensure that the Card number is known only to the persons authorised by the Administrator of the Cardmember. Upon learning that the Card number is lost or stolen or disclosed or that any Card Transaction has been effected without the Cardmember's knowledge or authority, the Cardmember and/or the Administrator shall report the incident to DBS immediately. The Cardmember and/or the Administrator shall at the request of DBS furnish DBS with a written confirmation and or statutory declaration regarding the loss, theft, disclosure or Card Transaction in such form as DBS may require, and a police report and any other information as DBS may require. The Cardmember must thereafter not make use of the Card number.
- 4.2 DBS may issue a replacement Card upon such terms and conditions as DBS may think fit.

## 5. CHARGES TO CARD ACCOUNT

- 5.1 Subject to Condition 5.2, DBS may charge and debit the Card Account the amount of each and every Card Transaction made or effected through the use of the Card whether by the Cardmember or any other person and whether with or without the Cardmember's knowledge or authority and notwithstanding that:
- 5.1.1 the Outstanding Balance on the Card Account has exceeded or would as a consequence exceed the applicable Credit Limit; or
  - 5.1.2 the Card Transaction has exceeded the applicable Transaction Limit; or
  - 5.1.3 the number of Card Transactions effected on the Card Account has exceeded or would as a consequence exceed the applicable Transaction Count Limit
- 5.2 If the Card number is lost or stolen or if the Card number is disclosed without authorisation, the Cardmember's liability shall be limited to \$100 only if:
- (a) the Cardmember has immediately notified DBS of the loss, theft or unauthorized disclosure;
  - (b) the Cardmember assists DBS in the recovery of the unauthorised charges incurred;
  - (c) the Cardmember furnishes DBS with a police report accompanied by written confirmation of the loss, theft or unauthorized disclosure and any other information that DBS may require; and
  - (d) DBS is satisfied that such loss, theft or unauthorised disclosure is not due to the fraudulent act, negligence or default of the Cardmember.

The Cardmember shall not be liable for any Card Transaction effected after DBS has been notified that the Card number was lost, stolen or the Card number was disclosed without authorisation.

## 6. PAYMENT

- 6.1 In respect of each Card Account Statement, the Cardmember shall pay by the Payment Due Date stated in that Card Account Statement the Outstanding Balance stated therein in respect of each and every Card Account.
- 6.2 If by the Payment Due Date of that Card Account Statement, the Outstanding Balance stated therein in respect of any Card Account is not paid in full, DBS may:
- 6.2.1 charge and debit the Card Account a finance charge at the rate of 25.9% per annum such other rate as DBS may from time to time determine without notice, calculated on a daily basis, subject to a minimum monthly finance charge of \$2.50 or such other sum as may be determined from time to time by DBS without notice, on the entire Outstanding Balance from the Statement Date of that Card Account Statement until full payment of the Outstanding Balance is made; and decline to authorise or approve all Card Transactions effected or propose to be effected by the use of:
  - 6.2.2 decline to authorise or approve all Card Transactions effected or propose to be effected by the use of:
    - (a) the Card to which the Card Account relates; or
    - (b) any or all Cards issued on the application of the Cardmember, as DBS in its absolute discretion deems fit

## 7. OTHER CHARGES AND FEES

- 7.1 DBS may charge and debit the Card Account:
- 7.1.1 an annual service fee for the issue or renewal of each Card at such rate as DBS may prescribe from time to time without notice and such fee shall not be refundable in any event;
  - 7.1.2 a transaction fee of such amount as DBS may prescribe from time to time without notice for each Card Transaction effected;
  - 7.1.3 a cheque processing fee of such amount as DBS may prescribe from time to time without notice for any cheque tendered in payment to DBS or for credit to any Card Account which is dishonoured for any reason whatsoever;
  - 7.1.4 Card Account which is dishonoured for any reason whatsoever; such fees of such amounts as DBS may prescribe from time to time without notice for such services as may be provided by DBS in connection with the Cards issued upon the application of the Cardmember (whether requested for by the Cardmember or not) including but not limited to the management of the Card Accounts of the Cardmember or for the replacement of any Card or for the provision of any records, statements, sales drafts, credit vouchers or other documents relating to the use of the Card or Card Account and copies thereof at the request of the Cardmember; and
  - 7.1.5 where by any arrangement between the Cardmember and any financial institution, any payment is to be made to DBS for the credit of any Card Account, whether at regular intervals or otherwise, a fee of such amount as DBS may prescribe from time to time without notice for each occasion when any payment to DBS is not effected at the time when such payment should have been effected in accordance with such arrangement.
- 7.2 All references to dollars and "\$" in this Agreement shall mean Singapore Dollars. Card transactions in US dollars shall be converted to Singapore dollars on the date of conversion. Transactions in foreign currency other than US Dollars will be converted into US dollars before being converted into Singapore dollars. All conversions shall be based on the prevailing wholesale interbank rates or the government-mandated rate, as shall be determined by the respective card associations, namely VISA International, MasterCard International & American Express International, Inc. The rate used for the conversion may be different from the rate in effect on the date of the transaction due to market fluctuation.

(a) Foreign currency transaction

All card 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. For foreign charges converted by Visa/MasterCard, Visa/MasterCard applies a conversion factor of 1% to the converted amount. For foreign charges converted by American Express, American Express applies a conversion factor of 1% to the converted amount.

An administrative fee 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. Our prevailing administrative fee is 2.25% of the foreign currency transaction amount for transactions involving VISA International, MasterCard International and American Express International, Inc.

For illustration purpose only:

Charge in foreign currency	Foreign currency (e.g. MYR, HKD, USD, Euro)	
Foreign exchange rate	Determined by the respective card associations	
	Visa / MasterCard	American Express
Currency conversion charge imposed by card associations	1%	1%
Our administrative fee	2.25%	2%
Total fees	3.25% on top of the prevailing foreign exchange rate determined by Visa/MasterCard	3% on top of the prevailing foreign exchange rate determined by American Express

(b) Dynamic currency conversion

If you have chosen to convert your card transaction into Singapore dollars via dynamic currency conversion (a service offered at selected overseas ATMs, merchants or websites), you acknowledge that the process of conversion and the exchange rates applied will be determined by the relevant ATM operator, merchant or dynamic currency conversion service provider, as the case may be.

All card transactions which are converted via dynamic currency conversion and which are processed by Visa or MasterCard will be subject to an administrative fee of 1% by Visa or MasterCard respectively on the converted Singapore dollar amount, or such other rate as determined by us and notified to you.

For illustration purpose only:

Charge in foreign currency	Foreign currency (e.g. MYR, HKD, USD, Euro)
Foreign exchange rate	Determined by Visa/MasterCard
Administrative fee by Visa/MasterCard	1% on the converted SGD amount
Total fees	1% on top of the prevailing foreign exchange rate determined by Visa/MasterCard

- 7.3 All goods and services tax and all taxes imposed on or payable in respect of any fees charges or amount incurred on or debited to any Card Account shall be borne by the Cardmember and may be debited to such Card Account.

## 8. TERMINATION OF USE OF CARD AND CARD ACCOUNT

- 8.1 The use of any Card or all Cards may be terminated by DBS at any time without prior notice and notice and without assigning any reason for such termination. The use of any or all Cards may be terminated by the Cardmember by written notice and such termination shall be effective only upon receipt of such written notice by DBS.
- 8.2 The termination of the use of any Card shall not affect this Agreement which shall continue to subsist with full force and effect with respect to any and all other Cards.

## **9. PAYMENT ON TERMINATION**

- 9.1 Upon termination of the use of any Card whether by DBS or the Cardmember, the Cardmember shall pay DBS on demand the entire balance due to DBS on any or all the Card Account(s) as may be specified by DBS in the demand and until payment in full is made, DBS shall be entitled to charge the late payment charge provided in Condition 6.2.1 on the entire balance due to DBS on the Card Account(s) and debit the Card Account(s) accordingly.

## **10. LIABILITY OF CARDMEMBER**

- 10.1 The Cardmember warrants to DBS that every Administrator shall duly and properly comply with observe and discharge all the Administrator's obligations under this Agreement and agrees it shall be fully and solely liable and responsible for any act, omission, fraud, negligence or default of each and every Administrator or user of any Card.
- 10.2 The Cardmember shall be liable for and shall pay DBS on demand the balance due to DBS on each and all Card Accounts at any time including all charges effected or debited to any and all Card Accounts in accordance with this Agreement.

## **11. US FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)**

- 11.1 FATCA Reporting, Withholding and Other Requirements:

The Cardmember agrees to keep to the terms relating to FATCA tax reporting, withholding and other requirements set out in the Singapore Tax Requirements Notice which DBS issue from time to time and which form part of the this Agreement. You can get a copy of the Singapore Tax Requirements Notice online at <http://www.dbs.com.sg/Business-Banking/SG-Tax-Notice>. If there is any difference between this Agreement and the terms in the Singapore Tax Requirements Notice, the terms in the Singapore Tax Requirements Notice will apply to FATCA and other tax-reporting and withholding requirements.

## **12. EXCLUSIONS AND EXCEPTIONS**

- 12.1 DBS shall not be responsible or liable to the Cardmember for any loss or damage incurred or suffered as a consequence of:
- 12.1.1 the refusal of any Merchant to honour or accept any Card for any reason whatsoever or the refusal of any third party for any reason whatsoever to provide the goods or services in respect of which the Card Transaction was effected, including, but not limited to, the negligent act or omission of DBS or its servants or agents; or
  - 12.1.2 any malfunction, defect or error in any Terminal, or other machines or system of authorisation whether belonging to or operated by DBS or otherwise, howsoever caused; or
  - 12.1.3 any rejection of any Card by any Terminal or any failure to effect or complete any Card Transaction howsoever caused;
  - 12.1.4 any refusal on DBS's part to authorise or approve any Card Transaction;
  - 12.1.5 any delay or inability of DBS (or of its servants, agents or contractors) to perform any of its obligations pursuant to this Agreement because of any mechanical, data processing or telecommunication failure, Act of God, civil disturbance or any event outside the control of DBS (or of its servants, agents or contractors) or as a consequence of any fraud or forgery; or
  - 12.1.6 any damage to or loss of or inability to retrieve any data or information that may be stored in any Card or any microchip or circuit or device in any Card howsoever caused.

- 12.2 DBS shall not be responsible for the goods or services covered by any Card Transaction or the delivery quality or performance thereof or the benefits, discounts or programmes of any Merchant made available or introduced to the Cardmember by DBS and DBS shall be entitled to charge the Card Account in respect of all Card Transactions effected by the use of any Card notwithstanding the non delivery or non performance of or any defect in any goods or services or the failure of any Merchant to provide or make available to the Cardmember any of those benefits, discounts or programmes. The Cardmember shall seek redress in respect of such goods, services, benefits, discounts and programmes from the Merchant directly.

### **13. CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES**

- 13.1 DBS shall be entitled to rely upon and to treat any document relating to any Card Transaction as conclusive evidence of the fact that the Card Transaction as therein stated or recorded was authorised and properly made or effected by the Cardmember.
- 13.2 Any error or inaccuracy in any Card Account Statement shall be notified in writing to DBS within 7 days from the date when such statement shall have been received or deemed received by the Cardmember. Each Card Account Statement shall constitute conclusive evidence as against the Cardmember that:
- 13.2.1 every Card Transaction stated therein has been duly approved and authorised by the Cardmember and effected by the Cardmember; and
- 13.2.2 every charge stated and every amount debited therein has been validly and properly incurred or debited in the amount stated therein save for such error or inaccuracy which the Cardmember had notified DBS in writing within the time prescribed herein.

### **14. APPROPRIATION OF PAYMENTS**

- 14.1 Any and all payments received by DBS from or for the account of the Cardmember may be applied and appropriated by DBS in relation to such Card Account for which the Cardmember is liable as DBS may determine or select and in relation to such of the entries or transactions constituting the Outstanding Balance on such Card Account as DBS may determine or select notwithstanding any specific appropriation by the person making the payment or any other person.

### **15. AMENDMENTS**

- 15.1 DBS may at any time amend any of these terms and conditions by giving notice to the Cardmember in the manner prescribed herein of such amendment(s). Such amendment(s) shall take effect on the date specified in such notice. If any Card is retained or used after the specified date, then the Cardmember shall be deemed to have accepted such amendment(s). For the latest version of these terms and conditions, please refer to [www.dbs.com.sg/corporate](http://www.dbs.com.sg/corporate).

### **16. DISCLOSURE OF INFORMATION**

- 16.1 The Cardmember authorises DBS to disclose any particulars of the Cardmember's Card Account and/or the Cardmember's or the Cardholder's use of the Card(s) and/or (if the Cardmember has executed a charge on deposit to secure its liabilities under the Card ("Charge") any information relating to the charge on deposit:
- 16.1.1 to 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 the Cardmember and/or Cardholder, 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;



- 16.1.2 to banks, credit or charge card companies or merchants in credit or charge card enquiries;
  - 16.1.3 to outsourced agents appointed by DBS 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 the Cardmember's or Cardholder's name and/or other particulars appear, or any data or records or any documents whatsoever;
  - 16.1.4 to any information garnering or processing organisation or department or consultant conducting survey(s) or analyses or developing system applications on DBS Bank's behalf;
  - 16.1.5 to any person or organisation for the purpose of marketing or promoting any services or products whether by DBS or with a third party;
  - 16.1.6 to any party involved in facilitating, processing or providing any services or facilities in connection with your Card, Card Account, and/or any Card Transaction;
  - 16.1.7 to any of DBS's 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 the Cardmember and/or Cardholder and for cross-selling purposes. "DBS Group" means any of DBS's subsidiaries, DBS's holding company and any subsidiaries of DBS's holding company;
  - 16.1.8 to any government agency or authority or courts of any jurisdiction where the disclosure is pursuant to any court order;
  - 16.1.9 to any person or organisation for the purpose of collecting or recovering on DBS's behalf, or securing for the Cardmember and/or Cardholder the benefit or repaying on the Cardmember's and/or Cardholder's behalf, any sums of money owing to DBS from the Cardmember and/or Cardholder;
  - 16.1.10 to any credit bureau of which DBS is a member or subscriber ("Bureau");
  - 16.1.11 to any person authorised to operate the Card Account(s);
  - 16.1.12 to any person or organisation who sees any envelopes or communication materials sent by DBS to you which bears DBS name and/or logo. For the purposes of this clause, communication materials shall include all forms of direct mailers and advertisements; and
  - 16.1.13 to any person or organization where DBS in good faith deems it reasonable to make such disclosure.
- 16.2 For the purpose of assessing the Cardmember's creditworthiness as a borrower or surety, the Cardmember also authorises:
- 16.2.1 DBS to obtain information relating to the Cardmember from any Bureau and consent to such Bureau disclosing information about the Cardmember to us, and
  - 16.2.2 the Bureau to disclose information about the Cardmember obtained from us to its members or subscribers and/or compliance committees.
- 16.3 DBS's authority and the Bureau's authority to disclose such information above shall survive the termination to this Agreement.
- 16.4 DBS's rights under this Clause shall be in addition and without prejudice to other rights of disclosures available pursuant to 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.

- 16.5 The DBS Privacy Policy available at <http://www.dbs.com/privacy> is incorporated by reference into and forms part of this Agreement. The DBS Privacy Policy shall apply to all personal data (as defined by the Personal Data Protection Act 2012) provided by the Cardmember or otherwise collected by DBS from any other sources or in the course of the Cardmember's relationship with DBS or any of DBS's affiliates and the Cardmember hereby consent to the collection, processing, use and disclosure of personal data in accordance therewith.
- 16.5.1 If the Cardmember provide DBS with personal data of any individual (including, where applicable, the Cardmember's directors, partners, office holders, officers, employees, agents, shareholders and beneficial owners), the Cardmember undertake, represent and warrant to us that the Cardmember have obtained such individual's consent for, and hereby consent on behalf of such individual to, the collection, processing, use and disclosure of his/her personal data by DBS in accordance with the DBS Privacy Policy.
- 16.5.2 In the event of any conflict or inconsistency between this Agreement and the DBS Privacy Policy, the former shall prevail.
- 16.5.3 Any consent given pursuant to this Agreement in relation to personal data shall survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of this Agreement.

## **17. SET OFF AND CONSOLIDATION**

- 17.1 DBS may at any time and without prior notice or demand combine or consolidate any and all account(s) maintained by the Cardmember with DBS and or set off or transfer any sum standing to the credit in any or all such account(s) in or towards the discharge or payment of any and all sums due to DBS from the Cardmember on any Card Account or under this Agreement and the right herein conferred shall be exercisable notwithstanding that:
- 17.1.1 the use of the Card or the Card Account has not been terminated;
- 17.1.2 the Outstanding Balance then on the Card Account does not exceed the Credit Limit of the Card Account; and or
- 17.1.3 the total of the Outstanding Balances then on all Card Accounts does not exceed the Corporate Limit.

## **18. MISCELLANEOUS**

- 18.1 The Cardmember shall not use any Card for any unlawful purpose (including the purchase of any goods or services which would contravene any law).
- 18.2 The Cardmember shall pay and reimburse DBS on demand (on a full indemnity basis) all costs fees and expenses incurred by DBS in recovering or attempting to recover any sum due to DBS on any Card Account(s) or under or in connection with this Agreement.
- 18.3 Any request or instruction to DBS shall be in writing and shall be signed by the Cardmember or the Cardholder provided nevertheless that DBS may but shall not be obliged to accept and act on any instruction or request by electronic mail, facsimile transmission or through the telephone, which is believed by the officer or employee of DBS attending to such instruction or request to have been given or made or authorised by the Cardmember or any Cardholder notwithstanding that such instruction or request may not have been given or made or authorised by the Cardmember or Cardholder, or that such instruction may not be confirmed in writing by the Cardmember or the Cardholder, or regardless of any fraud that may exist in relation to such instruction or request. DBS shall not be liable for any loss or damage suffered as a consequence of its acting on or acceding to any such instruction or request, and the Cardmember and/or the Cardholder will indemnify DBS against any and all losses, claims, proceedings, damages, expenses and costs (on a full indemnity basis) howsoever incurred or sustained by DBS arising out of or in connection with any instruction from or purportedly from the Cardmember or the Cardholder or the Cardmember's authorised signatories.

- 18.4 Neither the acceptance or approval by DBS of any instruction or arrangement for any monthly or periodic payment of any charge of any Merchant by monthly or periodic deduction effected on any Card Account or in respect of any monthly or periodic Card Transaction nor the execution by DBS of any such deduction in respect of any month or period shall impose upon DBS any obligation to effect such deduction in respect of each and every month or period and DBS shall not be liable for any loss or damage suffered or incurred as a consequence of any failure or neglect by DBS to effect any deduction or Card Transaction in respect of any one or more month(s) or period(s).
- 18.5 Any and all Card Account Statements, notices (including notification of any amendments to this Agreement) or demands of DBS may be sent to the Cardmember by post, facsimile transmission, and electronic mail or through the Internet or any electronic medium selected by us to the Specified Address. Any statement notice or demand to the Cardmember so sent or despatched shall be effective and deemed to have been received by the Cardmember:
- 18.5.1 on the day immediately following the date of despatch, if sent by letter; or
- 18.5.2 immediately on despatch if sent by facsimile transmission, electronic mail or through the Internet or any electronic medium selected by DBS, notwithstanding that it is not received by the Cardmember or returned undelivered.
- 18.6 DBS may at its sole discretion make available to the Cardmember from time to time additional benefits, services or programmes in connection with the use of any Card. Such benefits, services or programmes shall nevertheless not form part of DBS's legal relationship with and obligations to the Cardmember and DBS may modify or withdraw any such benefits, services or programmes at any time without liability to the Cardmember.
- 18.7 The use of any Card is also subject to other terms and conditions governing the use of other facilities or benefits which may from time to time be made available.
- 18.8 Any forbearance or failure or delay by DBS in exercising any right, power or remedy shall not be deemed to be a waiver or a partial waiver of such right, power or remedy unless such rights, powers or remedies are specifically waived by DBS in writing.
- 18.9 Where by any arrangement between any Cardmember and any financial institution, any payment is to be made to DBS for the credit of any Card Account, whether at regular intervals or otherwise, and that Card Account is terminated and another Card Account is established with respect to any Card issued in replacement of the Card to which first-mentioned Card Account relates whether as a consequence of loss or otherwise, that arrangement shall subsist and continue in relation to that other Card Account in substitution of the first-mentioned Card Account as from the date when the first Card Account Statement with respect to that other Card Account is sent to the Cardmember.
- 18.10 This Agreement shall be governed by and construed in accordance with the laws of Singapore. The Cardmember submit themselves to the non exclusive jurisdiction of the Courts of the Republic of Singapore with respect to any claim or dispute concerning or arising from this Agreement or any Card Transaction.