DBS Commercial Card Agreement
World Business Card (Joint and Several Liability)

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 "**Account Statement**" means any statement(s) issued by DBS of the amounts debited and/or paid to the Card Account(s) stated in such statement(s). Such statement(s) may take any form (including but not limited to electronic form made accessible to any Cardholder through the DBS internet banking service and/or such other channel(s) as DBS may designate from time to time by notice in writing) and may be constituted by data stored in any electronic medium or system and transmitted through any printed media, computer system or facsimile machine.

1.1.2 "**Address**" includes any street address, electronic mail address and facsimile transmission number.

1.1.3 "**Card**" means any card issued by DBS bearing the name MasterCard or VISA and/or the service mark of MasterCard or VISA (whether or not it also bears the name and/or mark of any other person or entities) and includes any such card issued in replacement or renewal of such card.

1.1.4 "**Cardholder**" where used in relation to any Card means the person to whom the Card is issued on the application or request of the Cardmember (and "Cardholders" means all such persons), and such person may, where the Cardmember is a natural person, comprise one and the same person as the Cardmember.

1.1.5 "**Cardmember**" means the person, firm, or body corporate who or which is the applicant for any Card, and where the Cardmember comprises more than one person, each and every person comprising the Cardmember shall be jointly and severally liable for all the obligations of the Cardmember under this Agreement.

1.1.6 "**Card Account**" means the account(s) maintained in the name of the Cardmember with DBS and designated by DBS as the account(s) for the purpose of the use of the Cards issued on the application or request of the Cardmember, and if only one account is designated and maintained by DBS for all the Cards issued on the application or request of the Cardmember, any reference to a Card Account shall mean that account.

1.1.7 "**Card Particulars**" in relation to any Card, means the account number, expiry date and name embossed on the Card and the PIN of the Card.

1.1.8 "**Card Transaction**" means a payment (whether for goods or services or of charges incurred or otherwise) or transfer effected or Cash Advance obtained through the use of a Card and/or the Card Particulars of a Card.

1.1.9 "**Cash Advance**" means an advance or payment made in any currency or by travellers' cheques, notes or other forms representing an amount of any currency by any Merchant, bank or other financial institution and shall include any amount paid by DBS for the credit of the Cardmember's account(s) with any person which had issued to the Cardmember any credit or charge card(s).

1.1.10 "**Credit Limit**" in relation to any Card Account means the amount as 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 Account.

1.1.11 "**DBS**" means DBS Bank Ltd, its successors and assigns.

1.1.12 "**Finance Charge**" in relation to any amount means interest on such amount at the rate indicated in DBS Commercial Cards Fees, Rates and Important Information or such other rate as DBS may from time to time determine without notice, calculated on a daily basis, and subject to a minimum monthly interest of S$2.50 or such other sum as may be determined from time to time by DBS without notice.

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 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 and/or to obtain Cash Advances from such person or entity.

1.1.15 "**Outstanding Balance**" in relation to any Card Account at any time means the outstanding balance in favour of DBS with respect to that Card Account at that time.

1.1.16 "**Person**" includes any association, firm or corporation.

1.1.17 "**PIN**" in relation to any Card means any number, password or alphanumeric symbols or characters assigned by DBS (whether or not applied for by the Cardmember) or selected by the Cardmember or by the Cardholder in relation to that Card. DBS may assign more than one PIN in relation to any Card.

1.1.18 "**PIN Transaction**" means any use of the PIN of any Card, whether by entry of the PIN into any Terminal or otherwise and whether in conjunction with the Card or otherwise, to procure or utilise any service or facility or to effect or complete any Card Transaction.

1.1.19 "**Payment Due Date**" in relation to any Card Account Statement means the date specified in that Card Account Statement for that purpose.

1.1.20 "**Specified Address**" in relation to any Cardmember or Cardholder means any of the following:

(a) any of the Addresses of the Cardmember or Cardholder, as the case may be, stated in the application for the Card and any other Address which the Cardmember or Cardholder, as the case may be, may notify DBS from time to time; and

(b) any Address from which any facsimile transmission or electronic mail of the Cardmember or Cardholder, as the case may be, or purporting to be a facsimile transmission or an electronic mail of the Cardmember or Cardholder, as the case may be, had been dispatched to DBS.

1.1.21 "**Statement Date**" in relation to any Card Account Statement means the date specified in that Card Account Statement as such.

1.1.22 "**Terminal**" means any computer or electronic equipment and includes an automated teller machine.

1.1.23 "**Total Outstanding Balance**" in relation to any Account Statement means the total of all the Outstanding Balances of all the Card Account(s) stated in the Account Statement.

1.1.24 "**VISA**" means VISA International Service Association.

2. CARD / PIN / SMS ALERTS

2.1 A Cardholder may, during the period of validity of the Card, use the Card and/or the Card Particulars of the Card for the following purposes:

2.1.1 making payments to Merchants; and

2.1.2 if authorised by DBS to do so, obtaining Cash Advances:

(a) from any office of DBS, any member or licensee of MasterCard, VISA or any Merchant authorised to make Cash Advances; or

(b) from any Terminal designated by DBS, MasterCard or VISA for the purpose subject to this Agreement and to such terms, conditions, requirements, limitations and procedures as may be imposed or established by DBS, any Merchant, MasterCard or VISA from time to time.

2.2 The services, functions and facilities available through the use of any PIN assigned to any Card shall be determined by DBS at its discretion.

2.3 A Cardholder will be automatically enrolled in the SMS Alerts ("Alert") service, subject to the Card being in good standing. Alert notifications may be sent via Short Message Service ("SMS") to the Cardholder at DBS's discretion based on a pre-determined criteria as follows:

(a) First card usage alerts;

(b) Transactions alerts, both local and overseas; and

(c) Suspicious or irregular transaction alerts.

A Cardholder may request to vary the pre-determined criteria, subject to DBS's prior approval. This Alert service is subject to the terms and conditions of the Cardholder's agreement with its mobile phone service provider. The Cardholder shall ensure that its mobile phone and number are able to receive text messaging both in Singapore and overseas, The Cardholder shall be responsible for any fee imposed by its respective mobile phone service provider.

2.4 DBS may charge a fee for the provision of the service by giving the Cardholder one (1) month's prior notice.

2.5 Each Alert is not encrypted and may include details pertaining to its transaction(s). The Cardholder is responsible for the security of its mobile phone. DBS shall not be liable in any way to any party should any Alert be viewed or accessed by persons other than the respective Cardholder.

2.6 DBS 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 the Cardholder's Card account information contained in the Alert by accessing the Cardholder's mobile phone.

2.7 An Alert does not constitute a record of the Card Account or Card Transaction to which it pertains. DBS does 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 the Cardmember and/or Cardholder from the responsibility of safeguarding the physical security and authorised use of its Card or Card Account, and it does not entail that DBS will automatically be liable for any unauthorised transaction that may be charged to the Card Account.

2.8 DBS may shall cease to provide the Alert service:

(a) if these Terms and Conditions are not complied with;

(b) if the Card Account is terminated for whatever reason;

(c) upon the death or contractual incapacity of the Cardholder;

(d) upon written request of the Cardholder;

(e) in the event of improper operation of the Card Account by the Cardholder; or

(f) at DBS's own discretion.

2.9 DBS may at any time at its sole discretion modify or vary any or all of the services, functions and facilities available through the use of any Card or the Card Particulars of any Card or terminate the availability of any or all of such services, functions and facilities without having to give any notice to the Cardmember or any Cardholder.

3. CREDIT LIMIT

3.1 DBS may set a uncommitted Credit Limit in respect of each Card Account. Without prejudice to Clause 8, DBS may at any time in its sole discretion without prior notice to the Cardholder or Cardmember immediately vary, terminate, reduce, suspend or cancel the uncommitted Credit Limit and/or to demand repayment of the entire Outstanding Balance of 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 levy a Finance Charge calculated on the entire balance due to DBS on the Card Account(s) and debit the Card Account(s) in the manner set out in Condition 6.3.1.

3.2 Notwithstanding any Credit Limit that may be set or imposed, DBS shall be entitled to:

3.2.1 authorise or allow any Card Transaction to be effected even though the Outstanding Balance on the Card Account has exceeded or would as a consequence exceed the Credit Limit; or

3.2.2 refuse to authorise or approve any Card Transaction proposed to be effected even though the Credit Limit has not been and would not be exceeded if such Card Transaction had been effected.

4. LOSS OF CARD OR DISCLOSURE OF PIN

4.1 The Cardholder must safeguard the Card at all times and ensure that the PIN is known only to the Cardholder. Neither the Cardmember or any Cardholder shall disclose or allow to be disclosed to any person the Card Particulars of any Card (other than to any Merchant, to the extent necessary for the purpose of effecting a Card Transaction). If the Card is lost or stolen or the Card Particulars of the Card are disclosed or any Card Transaction has been effected without the Cardholder's knowledge or authority, the Cardholder or the Cardmember shall report the incident to DBS immediately. At the request of DBS, the Cardholder shall, and the Cardmember shall procure that the Cardholder shall, 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.

4.2 The Cardholder must thereafter not make use of the Card and/or the Card Particulars of the Card. If the lost or stolen Card is found or recovered, the Cardholder shall immediately cut it in halves.

4.3 DBS may issue a replacement Card or a new PIN upon such terms and conditions as DBS may think fit.

5. LIABILITY FOR CHARGES

5.1 If the Card is lost or stolen or if the PIN is disclosed without authorisation, the Cardholder's and Cardmember's liability shall be limited to S$100 only if:

(a) the Cardholder or the Cardmember has immediately notified DBS of the loss, theft or unauthorized disclosure;

(b) the Cardholder and/or the Cardmember assists DBS in the recovery of the unauthorised charges incurred;

(c) the Cardholder and/or 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 Cardholder and Cardmember.

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

5.2 Should the Cardmember and/or Cardholder discover that its Card is lost, stolen or used in an unauthorised way, the Cardmember and/or the Cardholder shall notify DBS of the loss/theft or unauthorised use by calling the DBS Customer Service Hotline at 1800 111 1111 or by notifying DBS in writing. In certain circumstances, DBS may also require the Cardmember and/or Cardholder to make a police report accompanied by written confirmation of the loss/theft/disclosure and any other information that DBS may require.

6. PAYMENT

6.1 DBS will provide the Cardmember with an Account Statement each month. Each Account Statement shall state the Card Accounts in relation to the Card(s) issued on the application or request of the Cardmember. The Account Statement relating to a Card issued to any Cardholder may be included as part of the Account Statement of the Cardmember. DBS shall not be required to send or make accessible to any Cardholder any Account Statement or any statement with respect to the Card Account of any Card issued to the Cardholder (but may, at DBS's sole discretion, do so).

6.2 In respect of each Account Statement, the Cardmember shall pay by the Payment Due Date stated in that Account Statement the following amounts:

6.2.1 at least the amount stated in the Account Statement as the minimum amount payable; and

6.2.2 the amount, if any, by which the Total Outstanding Balance stated in the Account Statement exceeds the total of:

(a) the Credit Limit; and

(b) the total amount paid to DBS before the Payment Due Date of that Account Statement in respect of all Outstanding Balances stated in the Account Statement.

6.3 If by the Payment Due Date of that Account Statement, the Outstanding Balance stated therein in respect of any Card Account is not paid in full, DBS may debit the Card Account with a Finance Charge:

6.3.1 on the amount of each and every charge comprising the Outstanding Balance of that Card Account as from the date when such charge was incurred or was posted to that Card Account, as DBS may elect, to the Statement Date of that Account Statement; and

6.3.2 on the Outstanding Balance of that Card Account from the Statement Date of that Account Statement until full payment of the Outstanding Balance of the Card Account is made.

For the purposes of Condition 6.3, a charge in relation to any Card Transaction shall be deemed to have been incurred on the Card Account on the date when that Card Transaction was effected.

6.4 If the amounts required to be paid under Condition 6.2 in relation to any Account Statement is not paid in full by the Payment Due Date of that Account Statement, DBS may:

6.4.1 charge a late payment charge at such rate or amount as DBS may from time to time determine without notice; and/or

6.4.2 decline to authorise or approve any Card Transactions effected or propose to be effected by the use of the Card to which the Card Account relates.

7. CHARGES AND FEES

7.1 DBS may debit the Card Account with:

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 in any event be refundable;

7.1.2 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;

7.1.3 an administrative fee of such amount as DBS may prescribe from time to time without notice 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 or any Cardholder;

7.1.4 a charge for each travel airline or hotel reservation made through the use of the Card which is subsequently cancelled or not taken up and such charge shall be at the rate prescribed by the Merchant with or through whom the reservation was made or at such rate as DBS may prescribe from time to time without notice; and

7.1.5 whereby any arrangement between the Cardmember and any financial institution (including DBS), any payment is to be made to DBS for the 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 If a Cash Advance is made or obtained through the use of any Card and/or the PIN of the Card, DBS may debit the Card Account of the Card with:

7.2.1 a fee equal

(a) 5% of the amount of the Cash Advance; or

(b) S$15, whichever is the greater; and

7.2.2 a Finance Charge of the amount of the Cash Advance as from the date the Cash Advance was made or obtained until full payment of the Outstanding Balance of that Card Account is made.

DBS may at its absolute discretion waive the fee referred to in Condition 7.2.1 for any type or category of Cash Advances as DBS may determine or change this rate from time to time without notice.

7.3 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. 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.

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 and MasterCard International.

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
Currency conversion charge imposed by card associations	1%
Our administrative fee	2.25%
Total fees	3.25% on top of the prevailing foreign exchange rate determined by Visa/MasterCard

(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

7.4 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 suspended or terminated by DBS at any time without prior notice and without assigning any reason for such termination.

8.2 The Cardmember may terminate the use of any or all the Cards issued on the application or request of the Cardmember by giving DBS written notice.

8.3 If the use of any Card is suspended or terminated, the Cardholder must immediately cease to use that Card or the Card Particulars of that Card.

8.4 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 issued on the application of the Cardmember.

9. PAYMENT ON TERMINATION

9.1 Upon termination of the use of any Card whether by DBS, the Cardmember or any Cardholder, the Cardmember shall pay DBS on demand the entire Outstanding Balance of 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 levy a Finance Charge calculated on the entire balance due to DBS on the Card Account(s) and debit the Card Account(s) in the manner set out in Condition 6.3.

10. RESPONSIBILITIES OF THE CARDMEMBER

10.1 The Cardmember shall ensure that every Cardholder shall at all times duly and properly comply with, observe and discharge all the Cardholder's obligations under this Agreement. The Cardmember agrees it shall be fully liable and responsible for any act, omission, fraud, negligence or default of each and every Cardholder.

10.2 The Cardmember shall be liable for and shall pay DBS on demand the entire Outstanding Balance due to DBS on each and all Card Accounts at any time, including any and all charges effected or debited to any and all Card Accounts in accordance with this Agreement or any other agreement between the Cardmember (whether alone or jointly with any other person or persons) and DBS.

11. LIABILITY OF THE CARDHOLDERS

11.1 Without prejudice to the Cardmember's liability under Condition 10.2 and subject to Condition 5.1 and 5.2, each Cardholder shall be liable for and shall pay DBS on demand:

11.1.1 the amount of each and every Card Transaction made or effected through the use of the Card and/or the Card Particulars of the Card issued to that Cardholder (whether by that Cardholder or any other person with or without the knowledge or authority of that Cardholder) and

11.1.2 a Finance Charge on each of the aforesaid amounts from the date when the Card Transaction relating to that amount was effected or such other date as DBS may determine until payment in full is made to DBS.

Save as aforesaid, a Cardholder shall not be liable for any Card Transaction.

12. US FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

12.1 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 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 ot her tax-reporting and withholding requirements.

13. EXCLUSIONS AND EXCEPTIONS

13.1 DBS shall not be responsible or liable to the Cardmember or any Cardholder for any loss or damage incurred or suffered as a consequence of:

13.1.1 the refusal of any Merchant to honour or accept any Card for any reason whatsoever including, but not limited to, the negligent act or omission of DBS or its servants or agents;

13.1.2 any malfunction, defect or error in any Terminal, or othermachines or system of authorisation whether belonging to or operated by DBS or otherwise, howsoever caused;

13.1.3 any rejection of any Card or the Card Particulars of any Card by any Terminal or any failure to effect or complete any Card Transaction or PIN Transaction howsoever caused;

13.1.4 any refusal on DBS's part to authorise or approve any Card Transaction;

13.1.5 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

13.1.6 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.

13.2 DBS shall not be responsible for the goods or services pertaining to any Card Transaction or the delivery, quality or performance of such goods or services. DBS shall also not be responsible for any benefits, discounts or programmes of any Merchant which DBS may make available or introduce to the Cardmember or any Cardholder. DBS shall be entitled to charge the relevant Card Account(s) in respect of all Card Transactions effected by the use of any Card or the Card Particulars of any Card in spite of 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 or the Cardholder any of those benefits, discounts or programmes. The Cardmember or Cardholder must seek redress in respect of such goods, services, benefits, discounts and programmes from the Merchant directly.

14. CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES

14.1 DBS shall be entitled to rely upon and treat any document relating to any Card Transaction with the signature of any Cardholder as conclusive evidence of the fact that the Card Transaction as therein stated or recorded was authorised and properly made or effected by the Cardholder.

14.2 Any error or inaccuracy in any Account Statement shall be notified in writing to DBS within seven (7) days from the date when such Account Statement shall have been received or deemed received by the Cardmember and, where applicable, an electronic statement has been made available to the Cardholder through the DBS internet banking service... Each Account Statement shall constitute conclusive evidence as against the Cardmember and all Cardholders that:

14.2.1 every Card Transaction stated therein has been effected by the Cardholder and duly approved and authorised by the Cardmember; and

14.2.2 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 or any Cardholder had notified DBS in writing within the time prescribed herein.

15. APPROPRIATION OF PAYMENTS

15.1 The Cardmember and all Cardholders agree that any and all payments received by DBS from or for the account of the Cardmember may be applied and appropriated by DBS:

15.1.1 in relation to such Card Account for which the Cardmember is liable as DBS may at its absolute discretion determine or select; and

15.1.2 in relation to such entries, charges or transactions constituting the Outstanding Balance on such Card Account as DBS may at its absolute discretion determine or select, notwithstanding any specific appropriation by the person making the payment or any other person.

16. AMENDMENTS

16.1 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). The Cardmember shall ensure that such amendments are duly notified to each Cardholder (and DBS shall not be required to give notice to any Cardholder).

16.2 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 and all Cardholders 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/sme.

17. DISCLOSURE OF INFORMATION

17.1 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:

17.1.1 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;

17.1.2 to banks, credit or charge card companies or merchants in credit or charge card enquiries;

17.1.3 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;

17.1.4 to any information garnering or processing organisation or department or consultant conducting survey(s) or analyses or developing system applications on DBS's behalf;

17.1.5 to any person or organisation for the purpose of marketing or promoting any services or products whether by DBS or with a third party;

17.1.6 to any party involved in facilitating, processing or providing any services or facilities in connection with the Card, Card Account, and/or any Card Transaction;

17.1.7 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;

17.1.8 to any government agency or authority or courts of any jurisdiction where the disclosure is pursuant to any court order;

17.1.9 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;

17.1.10 to any credit bureau of which DBS is a member or subscriber ("Bureau");

17.1.11 to any person authorised to operate the Card Account(s);

17.1.12 to any person or organisation who sees any envelopes or communication materials sent by DBS to you which bears DBS nameand/or logo. For the purposes of this clause, communication materials shall include all forms of direct mailers and advertisements; and

17.1.13 to any person or organization where DBS in good faith deems it reasonable to make such disclosure.

17.2 For the purpose of assessing the creditworthiness as a Cardmember, a Cardholder, a borrower or surety, the Cardmember and Cardholder also authorises:

17.2.1 DBS to obtain information relating to the Cardmember and Cardholder from any Bureau and consent to such Bureau disclosing information about the Cardmember to us,and

17.2.2 the Bureau to disclose information about the Cardmember and Cardholder obtained from us to its members or subscribers and/or compliance committees.

17.3 DBS's authority and the Bureau's authority to disclose such information above shall survive the termination to this Agreement.

17.4 DBS's rights under this Clause shall be in additional 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.

17.5 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 and the Cardholder or otherwise collected by DBS from any other sources or in the course of the Cardmember's or the Cardholder's relationship with DBS or any of DBS's affiliates and the Cardmember and the Cardholder hereby consent to the collection, processing, use and disclosure of personal data in accordance therewith.

17.5.1 If the Cardmember and the Cardholder 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 and the Cardholder undertake, represent and warrant to us that the Cardmember and the Cardholder 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.

17.5.2 In the event of any conflict or inconsistency between this Agreement and the DBS Privacy Policy, the former shall prevail.

17.5.3 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.

18. SET OFF AND CONSOLIDATION

18.1 DBS may at any time and without prior notice or demand combine or consolidate any and all account(s) maintained by the Cardmember or any Cardholder 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 or that Cardholder on any Card Account or under this Agreement and the right herein conferred shall be exercisable notwithstanding that:

18.1.1 the use of the Card or the Card Account has not been terminated; and/or

18.1.2 the Outstanding Balance then on the Card Account does not exceed the Credit Limit imposed on the Card Account.

19. MISCELLANEOUS

19.1 The Cardholder shall not, and the Cardmember shall ensure and procure that each Cardholder shall not use any Card for any unlawful purpose (including the purchase of any goods or services which would contravene any law).

19.2 The Cardmember and each Cardholder 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 Card and/or any sum due to DBS on any Card Account or under or in connection with this Agreement.

19.3 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 o r 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.

19.4 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).

19.5 Any and all Account Statements, notices (including notification of the PIN and of any amendments to this Agreement) or demands of DBS may be sent to the Cardmember or any Cardholder by post, facsimile transmission, electronic mail or through the Internet or any electronic medium selected by DBS to the Specified Address. Any statement, notice or demand to the Cardmember or any Cardholder so sent or dispatched shall be effective and deemed to have been received by the Cardmember or Cardholder, as the case may be:

19.5.1 on the day immediately following the date of dispatch, if sent by letter; or

19.5.2 immediately on dispatch 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 the Cardholder or returned undelivered.

19.6 Any Account Statement or notice relating to the use of any Card or any facilities or benefits relating to any Card or any amendment to this Agreement dispatched to the Cardmember shall be deemed to have been dispatched and received by each and every Cardholder at the time when the Cardmember receives or is deemed to have received the same.

19.7 Without prejudice to DBS's right to serve process in any other manner permitted by law, DBS may effect personal service on the Cardmember and/ or any Cardholder of any writ, summons or other process or document by leaving it at or sending it by ordinary post to the Specified Address or the Cardmember's and/or Cardholder's respective address last known to DBS (whether to a post office box or to a place of residence or business or otherwise). Such process shall be deemed validly served on the Cardmember and Cardholder (as the case may be) immediately, if so left, or on the day immediately following the date of dispatch, if sent by post (and the Cardmember and each Cardholder agrees that the Cardmember and Cardholder shall be deemed to have adequate and sufficient notice of such process).

19.8 DBS may at its sole discretion make available to the Cardmember or any Cardholder 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 or any Cardholder and DBS may modify or withdraw any such benefits, services or programmes at any time without notice or liability to the Cardmember or any Cardholder.

19.9 Only the Cardholder shall be entitled to the prize, unless otherwise decided by DBS at its sole discretion.

19.10 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.

19.11 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.

19.12 Where by any arrangement between any Cardmember and any financial institution (including DBS), 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 Account Statement with respect to that other Card Account is sent to the Cardmember or when the first electronic statement is made accessible to the Cardholder through the DBS internet banking service (and/or such other channel(s) as DBS may designate from time to time by notice in writing to The Cardmember), whichever Is applicable.

19.13 This Agreement may be enforced only by DBS, the Cardmember and the Cardholders. The Contracts (Rights of Third Parties) Act (Chapter 53B) does not create or confer any right in favour of any other person in respect of this Agreement.

19.14 This Agreement shall be governed by and construed in accordance with the laws of Singapore. The Cardmember and all Cardholders submit 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.