

## **DBS SGQR SERVICE TERMS AND CONDITIONS**

### **1. Introduction**

- 1.1 These DBS SGQR Service Terms and Conditions, together with the terms and conditions in the Bank's Form ("**Terms**") will govern DBS Bank Ltd.'s ("**Bank**") provision of services to facilitate the Merchant's registration and/or update of its PayNow corporate proxy with the central repository for the Singapore Quick Response Code ("**SGQR**") and such other services to facilitate the collection of payments from the Merchant's payors through the Scheme ("**SGQR Service**").
- 1.2 In addition to these Terms, the Bank's prevailing Terms and Conditions Governing Accounts (Applicable for Businesses/Non-Individuals) and DBS PayNow Terms and Conditions will continue to apply and bind you. If there is any difference between these Terms and any of foregoing terms, these Terms shall take priority to the extent of any such difference.

### **2. SGQR Registration and Amendment**

- 2.1 The SGQR Service is provided to facilitate the Merchant's registration and/or update of the Merchant's PayNow corporate proxy with SGQR. The Bank's provision of SGQR Service is subject to the following conditions:
- (a) the Merchant must have registered for PayNow with the Bank and have a valid and existing PayNow Linkage; and
  - (b) the Merchant has not and will not register the Merchant's PayNow Linkage in respect of the SGQR Location for SGQR under the Scheme with any other bank.
- 2.2 The Bank shall be entitled, at its absolute discretion, to reject or not process any SGQR registration or amendment request without providing any reason.
- 2.3 The Merchant undertakes to promptly notify the Bank in writing should there be any change(s) in:
- (a) the information in the Merchant's SGQR ID and/or the information required for the Merchant to use the SGQR Service (including its SGQR Location); and/or
  - (b) the information in its PayNow registration with the Bank. For the avoidance of doubt, the Bank shall not be deemed to be notified of any change in the Merchant's PayNow registration by virtue of the Merchant submitting any request or information in relation to PayNow and the Merchant shall be required to provide notification of the aforesaid change pursuant to these Terms.

### **3. QR Code and Printing**

- 3.1 Upon a successful registration of the Merchant's PayNow corporate proxy under the Scheme, the Bank will make available to the Merchant an image of the QR Code obtained from the CR Register at the time of registration. It is the Merchant's responsibility to ensure that any QR Code used by it is the latest version of the QR Code and the Bank shall not be responsible for ensuring that any QR Code made available is the latest version of the QR Code in the CR Register.

- 3.2 The Merchant shall be responsible for printing and using the QR Code in accordance and conformity with the SGQR Branding and Presentment Protocol. If the Bank agrees to print QR Code for the Merchant, it is subject to such terms as the Bank informs the Merchant. The Merchant consents to the Bank sending any printed QR Codes to the Merchant's mailing address in the Bank's records and agrees that the Bank shall not be responsible if such QR Code is delayed, intercepted or lost in transit.
- 3.3 Where the Merchant displays any QR Code at its physical store or shop, the Merchant shall ensure that: (a) any QR Code (and all updated or revised versions) is displayed in a visible and prominent position and location in its physical store or shop; (b) only a single QR Code in respect of each SGQR ID is placed at each SGQR Location; and (c) it displays any promotional material provided by the Bank and publicizes to payors the payment methods which are accepted by the Merchant and to promptly comply with all directives issued by the Bank and/or the Owners relating to the display of the QR Code.
- 3.4 Where the Merchant generates any QR Code or incorporates any other data into the QR Code, the Merchant shall be responsible for the completeness and accuracy of all data it incorporates and shall ensure that any such QR Code complies fully with the prevailing SGQR specifications and requirements issued the Owners from time to time.
- 3.5 The Merchant shall not and shall not allow any person to misuse the QR Code and the Merchant agrees to release the Bank from any liability whatsoever and howsoever arising (including claims from third parties), for any generation, non-generation, scanning function, wrongful access, non-functioning or malfunctioning, expiry, use or misuse of the QR Code by the Merchant.

#### **4. Responsibilities of Merchant**

- 4.1 The Merchant shall promptly provide the Bank with any information, data or documents the Bank requires in connection with the Bank's provision of the SGQR Service, including:
- (a) the Merchant's unique entity number or other identification, registered name, the base currency for any Transaction, merchant category code, and other particulars in its SGQR ID and Merchant Record and other related information in its Scheme Payload, and any other information relating to the Merchant;
  - (b) such information the Bank may require to meet any request from the Controllers, to comply with Applicable Law, to address or investigate any feedback, complaint, claim, dispute or fraudulent activities or suspected fraudulent activities;
  - (c) information and details of any Transaction.
- 4.2 The Merchant agrees to provide all information and documents that the Bank requires and in such format and specifications as the Bank may require. The Merchant represents and warrants that all information and documents provided is true, complete and accurate and that it shall immediately notify the Bank in writing of any change to the information and documents or if such information or documents becomes misleading or incomplete or inaccurate in any aspect.
- 4.3 The Merchant shall comply with all directives, specifications, guidelines and practices provided or issued by the Bank or the Controllers (including the SGQR Branding and Presentment Protocol) from time to time.

- 4.4 The Merchant shall comply and will at all times comply with Applicable Law (including PDPA).
- 4.5 The Merchant agrees that it is solely responsible for dealing with any matter or issues relating to or arising from a Transaction, including disputes concerning the quality, quantity or nature of the goods and/or services provided, supplied, sold, delivered and/or performed by or through the Merchant or any other third party. Under no circumstances shall the Bank have any liability in connection with any such matter.

## 5. Use of the SGQR Service

5.1 The Merchant agrees and understands that:

- (a) the SGQR Service is a third party service that is neither owned nor operated by the Bank and is provided “as is” and “as available”;
- (b) the provision of the SGQR Service is subject to the availability, operation and interface at the relevant time of a combination of systems and that the Bank is reliant on the Controllers for the provision of the SGQR Service;
- (c) the SGQR Service will not be error-free or interruption-free and will be affected by needs for repairs, modifications, improvements, emergencies and other reasons;
- (d) the use of the SGQR Service is at the Merchant’s own risk and the Bank does not make any express or implied warranty in respect of any services, systems, procedures, protocols, security measures, security features in respect of the SGQR Service, whether from the Bank or any third party service providers, including any warranties of merchantability, satisfactory quality, fitness for a particular purpose, and/or compliance with description.

5.2 The Merchant shall not acquire any rights in respect of Intellectual Property of the Bank or any member of the Scheme (including any of their names, logos or marks) or any rights in the PayNow name or mark or in the SGQR name or the QR Code. The Merchant agrees that:

- (a) the Bank and the Controllers are granted a world-wide, royalty-free and irrevocable license to use any Intellectual Property it furnishes to the Bank for the purpose of providing the SGQR Service (the “**Permitted Use**”); and
- (b) the Bank has permission to furnish and license any Intellectual Property the Merchant furnishes to the Bank to the Controllers for the Permitted Use,

and further warrants and represents that:

- (c) it is the sole and absolute owner of the Intellectual Property it furnishes to the Bank or otherwise has obtained all necessary rights and licenses from the owners and proprietors of the Intellectual Property to grant the license and permissions as set out above; and
- (d) the Bank’s and the Controllers’ use of the Intellectual Property as set out above will not infringe the intellectual property rights or other rights of any third party,

and without limitation to the generality of anything herein and in addition to any other indemnity provided by the Merchant, the Merchant shall indemnify the Bank and the

Controllers for any losses, damages, costs, charges, expenses (including legal costs), claims, proceedings and actions incurred as a result of any breach of the foregoing warranties.

- 5.3 The Merchant shall be bound by all electronic communications, computer files, messages, documents and records generated by the CR System and the Bank's systems in respect of the SGQR Service or in relation to any Transaction, which shall be final, conclusive and binding on the Merchant and the Merchant's payors.

## **6. Deregistration, Suspension and Termination of SGQR Service**

- 6.1 The Merchant shall promptly notify the Bank in writing upon deregistering any PayNow Linkage the subject of the SGQR Service and authorises the Bank to remove such Scheme Payload from the Merchant's SGQR ID.
- 6.2 The Merchant understands that: (a) where a SGQR ID ceases to contain any Scheme Payload, such SGQR ID will be deactivated and de-registered from the CR System on or after the effective date of such cessation; and (b) where a Merchant Record ceases to contain any SGQR ID, such Merchant Record will be deactivated and de-registered from the CR System on or after the effective date of such cessation.
- 6.3 The SGQR Service shall be suspended for such time period as determined by the Bank and/or the Controllers in the event of Force Majeure. "**Force Majeure**" means any event beyond the control of the Bank or the Controllers, including acts of God, war, failure of or cyber-attacks on any mechanical, electronic, electrical, data processing or communication system or equipment of the Bank or the Controllers or used by the Bank or the Controllers.
- 6.4 The Merchant may terminate the SGQR Services by giving the Bank not less than thirty (30) days' prior written notice. The Bank has the right to immediately terminate or suspend the SGQR Service at its sole and absolute discretion.
- 6.5 In the event of termination of or cessation of the SGQR Service for any reason whatsoever:
- (a) the Merchant agrees to do all things as the Bank may reasonable require to facilitate the termination of the SGQR Service, including any de-registration or removal of any SGQR ID from the CR Register;
  - (b) the Merchant agrees to destroy and delete all QR Codes in its possession or control and upon the Bank's request, to give the Bank evidence of or certify such destruction and deletion promptly at the Merchant's sole cost and expense;
  - (c) the Bank shall be authorized and entitled to update the CR Register, including the removal of any Scheme Payloads previously submitted by the Bank to the CR Register.

## **7. Fees and Charges**

- 7.1 The Merchant shall pay all charges and fees agreed with or imposed by the Bank for the provision of the SGQR Service. The Merchant irrevocably authorises the Bank to debit, without notice, any amount due, owing or payable by the Merchant from any bank account of the Merchant maintained with the Bank.

7.2 In addition to and without prejudice to any other rights the Bank may have, the Bank may at any time and without notice to the Merchant, deduct from or set off against any payment or sum due to the Merchant, any amount due from the Merchant to the Bank. If the Bank needs to convert currency, the Bank will do so using the Bank's currency exchange rate in force at the time.

## **8. Consent to Disclosure**

8.1 The Merchant hereby irrevocably permits the Bank, its officers, employees, agents and third party service providers to disclose any information whatsoever relating to the Merchant, the SGQR Service, these Terms, any Transaction or any other matters relating to the foregoing (including personal data comprised in any information submitted by the Merchant or Transactions) to:

- (a) the Bank's Related Entities, their officers, employees, agents and third party service providers;
- (b) any executive, administrative, legislative, regulatory, judicial or other division of any governmental body or authority having jurisdiction or authority over the Bank or the Merchant;
- (c) any service provider, data carriers, agents of the Bank and any persons providing services to any of them;
- (d) the Controllers, any members of the Scheme and their respective merchants;
- (e) any service provider or operator providing services to the Controllers or in relation to the Scheme;
- (f) any auditor, lawyer or professional advisor of the Merchant;
- (g) any proposed transferee or assignee of, or participant or sub-participant in, any rights and obligations of the Bank;
- (h) any person whom the Bank believes in good faith to be the Merchant's director, officer, shareholder, account signatory, receiver, manager, judicial manager and/or any person in connection with any compromise or arrangement or any insolvency proceeding relating to the Merchant;
- (i) any person to whom disclosure is permitted or required by law.

This clause is not and shall not be deemed to constitute, an express or implied agreement by the Bank with the Merchant for a higher degree of confidentiality than that prescribed in law. The consents and the Bank's rights under this clause are in addition to and are not affected by any other agreement with the Merchant and shall survive the termination of the SGQR Service.

8.2 The Merchant has obtained full and accurate authorisations, mandates, consents and approvals required by Applicable Law (including the PDPA) before submitting any information and data in connection with the SGQR Service (including personal data, the Merchant's other Payment Schemes and/or that of any third party, its Merchant Record, Scheme Payload and SGQR IDs) ("**Data**") to the Bank.

8.3 In addition and without prejudice to clause 8.1, the Merchant consents and authorises the Bank to:

- (a) use, store, archive, process and/or disclose any Data for the purposes of (i) providing products and services to the Merchant, including the SGQR Service; (ii) meeting the operational, administrative and risk management requirements of the Bank and the Bank's

Related Entities; (iii) complying with any requirement, as any Bank Related Entity reasonably deems necessary, under any law or of any court, government, authority or regulator;

- (b) disclose any Data to any of the Controllers for their use, processing, archival and further disclosure to service providers, members of the Scheme and their affiliates, merchants, payors of members of the Scheme and to the public in the form of SGQR IDs, QR Codes and SGQR Outputs;
- (c) disclose any Data to any person for the purpose of providing, maintaining, reviewing, improving and enhancing the SGQR Service and related services to members of the Scheme including analysis to understand market behavior, preferences and trends;
- (d) disclose to any person for such purposes in connection with the Scheme as required by any of the Controllers.

8.4 The Merchant shall keep strictly confidential all specifications relating to the QR Code and any information relating to the Controllers confidential and shall not give, divulge or reveal such information to any person, except where the Bank's prior written consent is obtained.

## **9. Exclusion of Liability and Indemnity**

9.1 The Merchant agrees that the Bank shall not be liable to the Merchant or any third party for any losses, damages, costs, expenses, claims, proceedings or liability of any kind whatsoever arising (whether direct or indirect) from or in connection with the following:

- (a) any outdated, obsolete, erroneous or superseded QR Code generated or used by the Merchant;
- (b) any erroneous or incorrect QR Code issued or provided by the Operator and/or CR System;
- (c) any use, misuse or unauthorised use of the QR Code;
- (d) any breakdown, deficiency or malfunction in any equipment, software or telecommunication system howsoever caused in connection with the provision of the SGQR Service or PayNow;
- (e) any suspension or failure to provide the SGQR Service arising from any event of Force Majeure;
- (f) any acts or omissions of the Controllers, their third party service providers, agents or employees or that of any third parties;
- (g) any delay, error, interruption, suspension, termination or stoppage of the SGQR Service;
- (h) any remedial or preventive or security measures undertaken by the Bank or the Controllers;
- (i) any Transaction, including disputes or claims the Merchant face or may face in relation to any Transaction or otherwise from the Merchant's payors or other third parties;
- (j) any incorrect or incomplete or outdated information or instructions provided by the Merchant to the Bank.

9.2 The Bank shall not at any time be liable for any indirect, consequential, special or punitive loss or damages, loss of profit including any loss of goodwill, reputation or any economic loss suffered or incurred by the Merchant or any third party.

- 9.3 To such extent permitted by law, the Merchant shall indemnify the Bank within seven (7) days of demand for any and all losses, liabilities, damages, costs, charges and expenses (including legal costs and disbursements on an indemnity basis), actions, demands and proceedings of whatsoever nature the Bank suffers or incurs or may suffer or incur in connection with:
- (a) any false, erroneous, inaccurate, incomplete or outdated information provided to the Bank;
  - (b) any breach of the Merchant's representations, warranties and obligations in these Terms;
  - (c) any printing or display of any QR Code which does not conform to the protocols or directives of the Bank or the Controllers (including the SGQR Branding and Presentment Protocol);
  - (d) any breach of Applicable Law;
  - (e) any Transaction deemed or determined by the Bank to be fraudulent or unauthorized;
  - (f) any fraudulent, illegal or unlawful activity by the Merchant;
  - (g) any acts or omissions of the Merchant's payors;
  - (h) any claim brought by the Controllers, any member of the Scheme or any other person in respect of any matter relating to the SGQR Service or any Transaction; and
  - (i) the Bank's contemplation of or execution, exercise or enforcement of any the Bank's rights, powers, remedies, authorities or discretions against the Merchant.

## **10. General Provisions**

- 10.1 The Bank may amend, modify and change these Terms at any time and from time to time at its sole and absolute discretion. In the event it does so, the Merchant shall comply with any revised or amended terms and conditions. The relevant amendment, modification or change will take effect from such date as notified by the Bank.
- 10.2 The Merchant shall not assign or transfer any or all of its rights, interests or obligations in respect of the SGQR Service or under these Terms without the prior written consent of the Bank. The Bank shall be entitled to assign or transfer any or all its rights, interests or obligations under the Terms to any person at any time without notice to and without the Merchant's consent.
- 10.3 No failure on the part of the Bank to exercise, and no delay on the Bank's part in exercising, any right or remedy will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any breach of any provision of these Terms may be waived only if the Bank so agrees in writing. The rights and remedies of the Bank in these Terms are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
- 10.4 If any provision in these Terms shall be, or at any time shall become, invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provision and these Terms shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 10.5 Any statement issued by the Bank as to any amount due or owing by the Merchant to the Bank in respect of any matter or account stated in such statement shall constitute conclusive evidence as against the Merchant. Notwithstanding the foregoing, nothing in this clause shall prevent the Bank from correcting any error or discrepancy in such statement and issuing a substitute statement.

- 10.6 These Terms shall be governed by and construed in accordance with the laws of Singapore. The Merchant agrees to submit to the exclusive jurisdiction of the courts of Singapore.
- 10.7 Every notice, demand, document or other communication required, given or made by the Bank to the Merchant, may be given by: (a) ordinary or registered post to or by leaving the same at the Merchant's address in the Bank's records; (b) facsimile at the Merchant's facsimile number in the Bank's records; (c) electronic mail sent to the Merchant's electronic mail address in the Bank's records; (d) publication in the Bank's statement of account to the Merchant; (e) display or publication at the Bank's branches, the Bank's website, the local newspapers or via any other electronic means (including social media platforms) as the Bank deems fit at its sole and absolute discretion. Such notice, demand, document or communication shall be deemed to be received by the Merchant: (a) at the time of delivery (if by leaving at the Merchant's address), (b) three business days after the date of posting (if by post); (c) upon documentary confirmation of transmission (if by facsimile); (d) at time of sending (if by electronic mail or other electronic means); (e) at time of publication or display (if by display or publication at the Bank's branches, the Bank's website or newspaper or any other electronic means).
- 10.8 Unless expressly provided for in these Terms, a person who is not party to these Terms shall not have any right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enjoy or enforce any provision of these Terms.
- 10.9 Notwithstanding the termination or cessation of the SGQR Service, clauses 8 and 9 shall continue to survive any such termination or cessation of the SGQR Service.

## **11. Definitions and Interpretation**

11.1 In these Terms, the following words shall have the meanings set out against it:

- (a) "**Applicable Law**" means such laws and regulations, subsidiary legislation, court orders, directives, guidelines, requests and/or requirements of any court, tribunal, regulatory authority, supervisory or tax authority and/or government authority (including the MAS), whether or not such have the force of law, in Singapore and any other jurisdiction;
- (b) "**Bank's Form**" means the Bank's PayNow Corporate – SGQR form and any other form or document required by the Bank in connection with the SGQR Service;
- (c) "**Controllers**" means the Operator, the Owners and their respective service providers (including any host for the CR) and/or any agents, nominees, officers or employees of the foregoing;
- (d) "**CR**" means the SGQR central repository processes comprised in CR Services;
- (e) "**CR Register**" means the register of unique SGQR IDs and SGQR Outputs, hosted in the database maintained in the CR System and managed by the Operator;
- (f) "**CR Services**" means means the CR services provided by the Operator to the Owners and members of the Scheme;
- (g) "**CR System**" means the system maintained and operated by the Operator for access and use by members of the Scheme in connection with CR Services;



- (h) **"IMDA"** means the Infocomm Media Development Authority as established under the Info-communications Media Development Authority Act 2016;
- (i) **"Intellectual Property"** means any patents, copyright, trademarks, service marks, registered designs, all registrations, applications, disclosures, renewals, extensions, continuations or reissues for any of the foregoing, unregistered design rights, confidential and proprietary information, trade and business names, domain names and other similar protected rights or intangible assets recognized by any laws, or international conventions in any country or jurisdictions in the world, and includes any payment trademark, payment trade names and payment logos;
- (j) **"MAS"** means the Monetary Authority of Singapore as established under the Monetary Authority of Singapore Act (Cap 186);
- (k) **"Merchant"** means a business customer of the Bank who registered for PayNow with the Bank and to whom the Bank has agreed to provide the SGQR Service to;
- (l) **"Merchant Record"** means a Merchant's record on the CR Register, comprising such Merchant's unique entity number or other identification, registered name, base currency, merchant category code, and other particulars, as may be specified in the manuals of the Operator;
- (m) **"Operator"** means the operator of the Scheme;
- (n) **"Owners"** means the legal entities which own the Scheme, decides on the member rules relating to the SGQR and leads or co-leads the SGQR Taskforce, being MAS and IMDA, or such other person as MAS and IMDA may appoint in their stead by written notice to the Operator;
- (o) **"PayNow"** means the service designated (and marketed as such) by the Association of Banks in Singapore, where the recipient of funds is identified through its proxy (being a unique identifier of the recipient) designated by the recipient bank and as registered in the central database maintained by an operator or provider appointed by the Association of Banks in Singapore in respect of PayNow;
- (p) **"PayNow Linkage"** means the linkage of any of the Merchant's bank accounts held with the Bank with a PayNow corporate proxy in the PayNow central database maintained by an operator or provider appointed by the Association of Banks in Singapore in respect of PayNow;
- (q) **"Payment Scheme"** means a payment service provider, payment scheme, card scheme or card association, or any other entity or scheme which is approved by the Owners for participation in the Scheme;
- (r) **"PDPA"** means the Personal Data Protection Act 2012 (Act 26 of 2012) of Singapore;
- (s) **"QR Code"** means the Merchant's unique SGQR quick response code registered under the Scheme ;
- (t) **"Related Entity"** means any of the Bank's offices, branches, holding company, related corporations, associates or affiliates;

- (u) **"Scheme"** means the Singapore Quick Response Code Scheme as may be known in the future by any other name;
- (v) **"Scheme Payload"** means such payment processing and related information of a Merchant's selected Payment Scheme;
- (w) **"SGQR Branding and Presentment Protocol"** means the branding and presentment protocols issued by the Owner or such other specifications, requirements or protocols issued by the Owners or the Bank from time to time;
- (x) **"SGQR ID"** means the Merchant's unique identification in the CR for one or more of its business locations, comprising its Merchant Record, business address, Scheme Payload, and such other particulars as may be specified in the manuals of the Operator;
- (y) **"SGQR Location"** means the location or outlet of the Merchant specified in the Bank's Form;
- (z) **"SGQR Output"** means any file, data or output which is either (as applicable) provided by the Operator to the Bank or any member of the Scheme, or generated by the Bank or any member of the Scheme, and where the output format has been approved by the Owners;
- (aa) **"Transaction"** means any payment transaction to be made to the Merchant by any person effected with the assistance of and through the Scheme.

11.2 In these Terms, the following also apply:

- (a) references to the **"Merchant"** shall include references to the Merchant's agents, employees, officers, representatives, nominees and third party contractors;
- (b) words importing the singular number only shall include the plural number and vice versa and words importing only one gender shall include any gender and the neuter gender;
- (c) **"including"** means "including without any limitations";
- (d) references to a **"person"** shall be construed so as to include an individual, firm, company, corporation, government, unincorporated body of persons, state or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (e) references to any party shall include its successors-in-title, assigns, transferees and/or personal representatives;
- (f) any reference to any statute or legislation shall be deemed a reference to such statute or legislation as amended from time to time or to a newly adopted statute or legislation replacing a repealed statute or legislation and be deemed to include any subsidiary legislation made thereunder.