



DBS ELECTRONIC BANKING SERVICES TERMS AND CONDITIONS

Part A – General Terms and Conditions Governing EB Services

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. In these EB Services Terms and Conditions, unless the context otherwise requires:

- (a) **“Account”** means, where applicable, each account you open with us in any country or territory;
- (b) **“Account Opening Terms”** means, in relation to each Account, the terms and conditions governing the opening and operation of the Account and related services in the Jurisdiction and all supplements and addenda thereto;
- (c) **“ATM”** means automated teller machines and such other devices provided by us for the withdrawal or deposit of cash and/or cheques;
- (d) **“Bank”** means the DBS entity providing the EB Services to you, as identified in the Registration Form;
- (e) **“Bank Member”** means any of the Bank’s branches, subsidiaries, representative offices, agencies or affiliates, the Bank’s head office or ultimate holding company, any corporation in the Bank’s group (being a corporation in which an equity interest is held by any of the foregoing entities) or any bank or member of a bank group in any Jurisdiction with whom the Bank has entered or may enter into any form of alliance;
- (f) **“Channel”** means the Internet website at <https://ideal.dbs.com>, telecommunication devices, ATMs and any other location, resource or platform through which the EB Services may be accessed, as we may notify you from time to time;
- (g) **“Content”** means any information, reports, images, links, sounds, graphics, video, software or other materials made available through the EB Services, including Market Data;
- (h) **“Designated Contact”** means, the designated contact for the Bank in the Jurisdiction, as set out in Annex I of Part A of these EB Services Terms and Conditions (as may be amended from time to time);
- (i) **“EB Services”** means the electronic banking and other services that we make available to you via the Channels and on and subject to the terms of these EB Services Terms and Conditions;
- (j) **“Electronic Advice”** has the meaning set out in Clause 4.1;
- (k) **“Electronic Instruction(s)”** means any assent, communication, instruction, order, message, data, application, record, document, request or information received by us via the EB Services or pursuant to the EB Services, or otherwise referable to your Security Codes or those of your Users (including information delivered to us offline);
- (l) **“Jurisdiction”** means the country or territory where the Bank is located;
- (m) **“Mandate”** means all your written authorisations and mandates provided in such form and substance satisfactory to us;
- (n) **“Market Data”** means any information relating to securities, financial markets, companies, industries, news and any data, analysis or research thereon, made available via the EB Services;
- (o) **“Mobile Device”** means a telephone or other device with access to a cellular radio system that allows users to make and receive telephone calls, text messages and utilise data services among other features, that can be used over a wide area without a physical connection to a network and through which a customer may access and use any EB Services, such as a mobile smartphone, tablet computer, or similar device;
- (p) **“Notice”** has the meaning set out in Clause 15.1;
- (q) **“Permitted Certificate”** means any electronic, digital or other certificate that we may in our sole and absolute discretion from time to time accept or prescribe for use in connection with any Electronic Instruction to certify the: (i) integrity; (ii) authenticity or identity of the issuer; and/or (iii) any other characteristics, of such Electronic Instruction associated with use of the EB Services;
- (r) **“Person”** includes any (i) individual, corporation, firm, partnership, limited liability partnership, society, association, trade union, institution, business concern, organisation; (ii) statutory body, agency or government authority; (iii) quasi-governmental, inter-governmental or supranational body; or (iv) regulatory, fiscal, taxing or other authority or organisation, in each case whether local or foreign;
- (s) **“Personal Data”** means data which relate to an individual who can be identified (i) from those data or (ii) from those data and other information which is in our possession or is likely to come into our possession;
- (t) **“Provider”** means any Person who from time to time participates or is involved, directly or indirectly, independently or on our behalf, in providing services or products through the EB Services and/or other services or products to the Bank or a Bank Member;
- (u) **“pWeb Facility”** means the Internet website facility at [<http://www.dbs.com>] or any other uniform resource locator which we may make available to you for the transmission of Electronic Instructions to us in accordance with such protocols and processes as we may specify from time to time in connection with applications for or provision of certain products and services and the on-going operation and maintenance of your Account(s) with us;
- (v) **“Purposes”** has the meaning set out in Clause 8.4;
- (w) **“Recipient”** has the meaning set out in Clause 8.2;



- (x) **"Registration Form"** means the registration form, in such form specified by the Bank from time to time, duly executed by you to request us to provide the EB Services to you, including any additional or supplemental forms;
 - (y) **"Requirements"** has the meaning set out in Clause 3.2;
 - (z) **"Security Code"** means a mark, sequence of numbers and/or letters, log-in credentials, a Permitted Certificate or such other codes or procedures, whether generated by a Security Mechanism or otherwise, designated or accepted by us from time to time for use in connection with access to and/or use of the EB Services and/or certification of the : (i) integrity; (ii) authenticity or identity of the issuer; and/or (iii) any other characteristics, of such Electronic Instruction associated with use of the EB Services, and shall be deemed to include a Third Party Security Code;
 - (aa) **"Security Mechanism"** refers to any security token, security application, ATM card, platform, service or such other device, equipment or method which is used to generate a Security Code or which is used in connection with access to and/or use of the EB Services and/or certification of the : (i) integrity; (ii) authenticity or identity of the issuer; and/or (iii) any other characteristics, of such Electronic Instruction associated with use of the EB Services and shall be deemed to include a Third Party Security Mechanism;
 - (bb) **"Software"** has the meaning set out in Clause 3.5;
 - (cc) **"System"** means the hardware, software and telecommunication links or any part thereof used from time to time for the purpose of providing, supporting, accessing and/or otherwise referable to the EB Services;
 - (dd) **"Third Party Content"** has the meaning set out in Clause 4.7;
 - (ee) **"Third Party Security Code"** has the meaning set out in Clause 6.6;
 - (ff) **"Third Party Security Mechanism"** has the meaning set out in Clause 6.6;
 - (gg) **"Third Party Sites"** has the meaning set out in Clause 4.7;
 - (hh) **"Transaction"** means any transaction or operation made or performed, processed or effected pursuant to the Electronic Instructions or otherwise through the EB Services by you or your Users or through the System;
 - (ii) **"User Guide"** means such user guide or document issued or prescribed by us, through any medium, setting out instructions on the use of the EB Services;
 - (jj) **"Users"** mean the individuals or Persons whom you have authorised or granted access, are deemed to have authorised or granted access to use the EB Services (including without limitation to transmit, create or approve Electronic Instructions) and/or to act as your administrator(s) to administer certain rights, privileges and/or administrative functions relating to the access and use of the EB Services provisioned to you;
 - (kk) **"We", "our" or "us"** mean the Bank and any Bank Member who provides services to you under these EB Services Terms and Conditions, and their respective successors, assigns and transferees; and
 - (ll) **"You" or "your"** mean a Person(s) who signs up for the EB Services, and such Person's successors and permitted assigns.
- 1.2 **References to "Regulation"**. In these EB Services Terms and Conditions, a **"regulation"** includes any regulation, rule, official directive, request, code of practice or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and **"regulatory"** shall be construed accordingly.
- 1.3 **Clause References**. References to a **"Clause"** shall be construed as references to the provision of these EB Services Terms and Conditions as numbered within the Part or Section referred to in connection with the provision. If no Part or Section is so specified, it refers to the provision so numbered in Part A of these EB Services Terms and Conditions.
- 1.4 **Time Periods**. If any period of time specified in these EB Services Terms and Conditions for a given act or event ends on a non-business day, then that time is deemed to only end on the next business day. A **"business day"** means any day on which the Bank is open for business in the relevant Jurisdiction.
- 1.5 **Additional and Supplementary Terms and Conditions**. For the avoidance of doubt, the additional terms and conditions set out in Part B of these EB Services Terms and Conditions and any supplementary terms and conditions, including the supplementary terms and conditions set out in Part C of these EB Services Terms and Conditions, constitute part of these EB Services Terms and Conditions. We may from time to time add to, remove or change such additional or supplementary terms and conditions.
- 1.6 **Indemnities**. A reference in these EB Services Terms and Conditions to you indemnifying us in respect of an event or circumstance shall include indemnifying and keeping us and each Bank Member harmless, on an after tax basis, from all actions, claims and proceedings from time to time made against us and each Bank Member and all losses, damages, liabilities, payments, costs or expenses suffered, made or incurred by us and each Bank Member as a consequence of or in connection with that event or circumstance.
- 1.7 **Binding Nature**. These EB Services Terms and Conditions apply to the EB Services provided to you and are binding on you.
- 2. PROVISION OF MANDATES**
- 2.1 **Provision of Mandate**. You will provide us with the Mandate in writing for the EB Services and (if required) for each of your Users. If required by us, you will procure that each of your Users provides an acknowledgement in writing confirming receipt or installation of the Security Mechanism and/or Security Codes. Upon receipt of such Mandate and/or acknowledgement (if required), we will activate access to the EB Services for you and/or your Users as soon as reasonably practicable.



- 2.2 Activation of Access. We may not activate access to the EB Services for you and/or your User(s) if we are of the view that there is any discrepancy, ambiguity or contradiction in information submitted to us. Notwithstanding the foregoing, we are not obliged to check the information submitted to us for any discrepancy, ambiguity or contradiction.
- 2.3 Powers of Users. Certain Users may be appointed by you as administrators and, as such, have greater powers to perform certain actions including changing certain configurations of the EB Services and/or adding other Users. You are solely responsible for ensuring that your interests are adequately protected when making such appointments. We may require you to execute additional forms if you wish to give a User the sole power to authorise Transactions. The powers or access rights granted to your Users in connection with any access and/or use of the EB Services shall be determined by us in our sole and absolute discretion, and we may amend or revoke such powers at any time and without any notice to you. The exercise of any powers granted to your Users may be subject to any additional requirements or procedures that we may prescribe from time to time in our sole and absolute discretion (whether in these EB Services Terms and Conditions or otherwise).
- 2.4 Changes in Mandate. The Mandate for the EB Services and each of your Users applies only to the EB Services. Any change to the Mandate should be made in writing and such change to the Mandate for the EB Services will in no way affect the Mandate for any other service provided by us, and *vice versa*.
- 2.5 Maintenance of Account. Your operation and maintenance of the Account (where applicable) is subject to the Account Opening Terms. If you close the Account, your ability to access the Account through the EB Services will also be terminated.

3. HARDWARE AND SOFTWARE REQUIREMENTS

- 3.1 Maintenance of System. You will set up and maintain your own System and other facilities for accessing and using the EB Services. It is your sole responsibility to monitor and regularly review the adequacy of your System and other facilities, and security arrangements protecting such System and other facilities from unauthorised access or use.
- 3.2 Hardware and Software Requirements. We will notify you of the preferred hardware and software requirements (including updates and/or patches that need to be installed) for accessing and using the EB Services from time to time (the "**Requirements**"). We will not be responsible for your failure to access or use the EB Services if your System or other facilities do not satisfy the Requirements.
- 3.3 Changes in Requirements. We may at any time upgrade or change the Requirements by giving you at least one month prior notice. You will, at your own cost and expense, make any necessary upgrade or change to your own System or other facilities to ensure continued access to and use of the EB Services. **We may at your request inspect your System or other facilities to ascertain whether you satisfy the Requirements, and you will be responsible for any costs reasonably incurred as a result.**
- 3.4 User Guide. You must comply with the instructions set out in the User Guide at all times.
- 3.5 Provision of Software. We may provide you with certain software and/or help you with the installation of certain software on your System (the "**Software**"). The Software may originate from us or may be licensed from a third party vendor.
- 3.6 Support for Delivery and/or Installation. You will provide us (or our appointed agents) with reasonable access to your System and all equipment, connections, fittings or other facilities required to enable the delivery and/or installation of the Software.
- 3.7 Limitations. The Software is provided "as is" and, to the maximum extent permitted under applicable law, all representations, warranties, conditions and other terms implied by statute, common law or otherwise in respect of the Software are excluded from these EB Services Terms and Conditions (including, without limitation, the implied conditions, warranties or terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care).
- 3.8 Restrictions on Use of Software. All rights, title and interest in the Software belong to us or the third party vendor and, subject to the terms of the licence pertaining to the Software, you undertake:
- save to the maximum extent permitted under applicable law, not make copies of, distribute, modify or reverse engineer the Software;
 - to use the Software solely for the purpose of accessing and using the EB Services in accordance with any licence, user guide or other documentation provided with the Software;
 - not to do or omit to do any act which would cause us to be in breach of our obligations to the third party vendor, as notified to you in advance; and
 - to pay us any licence fee payable in respect of your use of the Software.
- 3.9 Scope of Installation Services. If we help you with the installation of the Software, you agree that we are not required to:
- ensure that the Software functions properly on your System and is compatible with your System or other facilities;
 - correct any error, bug or other defect in your System arising from the installation of the Software; or
 - provide support or maintenance services in respect of the Software.

4. EB SERVICES, ELECTRONIC ADVICE AND OTHER CONTENT

- 4.1 Provision of Electronic Advice. We may allow you to receive requested prompts or notifications in respect of certain Content from time to time (the "**Electronic Advice**"). Such Electronic Advice will be transmitted to you using such mode of delivery as we may determine from time to time. **You will be responsible for any charges incurred in respect of your receipt of such Electronic Advice. Although we will put in place reasonable safeguards, we do not warrant the security of any Electronic Advice transmitted to you and you accept the risk of the Electronic Advice being accessed by unauthorised third parties.**



- 4.2 **No Guarantee.** You acknowledge and agree that Content provided via Electronic Advice may be subject to time lags, delays and/or may be intercepted or lost and we do not guarantee the delivery, timeliness or accuracy of the Electronic Advice.
- 4.3 **Limitations.** You acknowledge and agree that certain Channels may only be accessed and used by specified Users. You further acknowledge that the EB Services, the Content and the Channels are provided on an “as is”, “as available” basis only and that the time periods during which the EB Services may be available are subject to change. Neither party is liable if any communication is delayed, intercepted, lost or otherwise failed to reach the other party during the process of delivery, transmission or dispatch, or the contents of any communication is disclosed to any third party during the process of delivery, transmission or dispatch.
- 4.4 **Modification, Removal, Suspension or Discontinuance.** We may, without giving any reason, modify, remove, suspend or discontinue the provision of the EB Services or the Content or any Channels through which the EB Services or the Content are provided, whether in whole or in part. To the extent not prohibited by any law, regulation or our internal policy or procedure, we will, wherever possible, endeavour to provide reasonable notice to you regarding such modification, removal, suspension or discontinuance.
- 4.5 **No Warranties.** Although we will put in place reasonable safeguards, we do not warrant that the EB Services, the Channel or the Content will be provided uninterrupted, free from any errors, computer virus or other malicious, destructive or corrupting code, agent, program or macros, or that any defect will be corrected. No warranty of any kind, whether implied, express or statutory, is given in respect of the Content.
- 4.6 **Market Data.**
- (a) To the maximum extent permitted under applicable law, we and/or our agents, third party Providers or licensors do not warrant the accuracy, suitability, adequacy, currency, availability, reliability or completeness of any Market Data, and are not liable to you or anyone else for any decision made or action taken by you in reliance on any Market Data or for direct, indirect, incidental, special, consequential, punitive or any other losses, damages, costs or expenses whatsoever even if we have been advised of the possibility of such losses, damages, costs or expenses.
 - (b) All Market Data is for general information purposes only and does not take into account your investment objectives, knowledge and experience in the investment field, financial situation or particular needs. Specifically, such Market Data is neither intended nor to be construed as investment, financial, tax or other advice or as an offer, solicitation or recommendation of securities or other financial products.
 - (c) You must not rely on any Market Data to make any specific investment, business, financial or commercial decision, unless you independently confirm or verify the Market Data before relying on such information.
 - (d) You acknowledge and agree that the Market Data is provided for your personal use and you undertake not to redistribute or transmit all or any of the Market Data to any third party (whether free of charge or for consideration, in any manner or form whatsoever), without our prior written consent.
 - (e) You are aware that all Market Data is subject to change at any time without prior notice, and that neither we nor our agent, third party Provider or licensor is obliged to update or correct any Market Data.
- 4.7 **Usage of Content.** Any Content made available to you via the EB Services is provided for your own use and you must not link to any Channel or Content, reproduce any Content on any server, or redistribute or transmit such Content to any third party (whether for a charge or otherwise) without our prior written consent. The EB Services may contain certain Content owned or controlled by third parties. The inclusion of such third party Content on the EB Services does not constitute our endorsement of such third party Content, and any use of or reliance on such third party Content is entirely at your own risk.
- 4.8 **Restrictions on Access or Usage.** You acknowledge and agree that due to legal or regulatory restrictions in other jurisdictions, you:
- (a) may not be able to access or use certain EB Services from such jurisdictions; or
 - (b) may be infringing certain legal or regulatory requirements when accessing or using certain EB Services from such jurisdictions.
- It is your duty to ascertain whether any such legal or regulatory restrictions exist, and we are not liable for any losses, damages, costs or expenses arising out of your inability to access or use such EB Services or any contravention of such legal or regulatory requirements. We may take steps to prevent such EB Services from being accessed or used in any jurisdiction as we may determine from time to time.**
- 5. ELECTRONIC INSTRUCTIONS**
- 5.1 **Authorised Users.** You must ensure that only Users with proper and valid authority (within any limits set by you on the relevant Users) send or transmit or authorise the sending or transmission of Electronic Instructions to us via the EB Services.
- 5.2 **Receipt of Electronic Instructions.** We are not deemed to have properly received any Electronic Instruction transmitted by you via the EB Services until such Electronic Instruction is received by our System hosting the EB Services. Any Electronic Instruction received by us after the relevant cut-off time on a business day (as notified to you from time to time) or on a non-business day will be treated as an Electronic Instruction received on the next business day.
- 5.3 **Presumption of Authenticity.** You authorise us to treat all Electronic Instructions received as instructions or other communications properly authorised by you and binding upon you, even if made fraudulently and even if they conflict with the terms of any other instructions given by you.
- 5.4 **Processing of Electronic Instructions.** You agree and acknowledge that your Electronic Instructions may not be processed immediately, around the clock or in a timely manner but the processing is dependent, among other things, on the time and day that such Electronic Instructions are received by us, or the business hours of any exchange, fund manager or any other party processing your Electronic Instructions.
- 5.5 **Roles and Responsibilities.** You agree and acknowledge that:



- (a) the processing of Electronic Instructions or Transactions is subject to our prevailing standard procedures, service standards and pricing schedules;
- (b) we are appointed by you and not by any other party;
- (c) you are responsible for the accuracy and completeness of Electronic Instructions, which may incorporate information provided by third parties (including without limitation third party service providers or government agencies or bodies), and we do not provide any representation or warranty on nor do we assume any responsibility for the accuracy, reliability or completeness of such information. You agree to notify us immediately if such information is inaccurate, unreliable or incomplete;
- (d) our role in each Transaction is limited to being the service provider of the EB Services where the EB Services are provided by us; and
- (e) we do not act as your agent or have any fiduciary relationship with you.

5.6 Electronic Execution. Without prejudice to the generality of any other provision of these EB Services Terms and Conditions, you acknowledge, agree, represent and warrant that:

- (a) any and all Transactions entered into by you or your Users in connection with the EB Services;
- (b) any Electronic Instruction referable to you or your Users; and/or
- (c) the use of any Security Code by you or your Users,

in each case:

- (i) shall constitute your and/or your User's assent and agreement to be bound by any terms and conditions specified by us in connection therewith;
- (ii) shall be deemed to have been duly signed, executed and accepted by you;
- (iii) shall be legally valid, binding and enforceable against you, and we shall be deemed to be authorised to act and rely on the contents thereof;
- (iv) shall be deemed to originate from and be validly transmitted by you and/or your User;
- (v) is recognised, valid, binding and enforceable under any law applicable to electronic execution and/or acceptance by you; and
- (vi) does not violate, breach or conflict with or constitute a default under any law, regulation, rule, judgment, contract or other instrument binding on you, your Users or your constitutional document.

You further represent and warrant to have taken all steps and corporate action necessary to authorise and be bound by the said Transactions, Electronic Instructions, Security Codes and the matters in this Clause 5.6.

5.7 Cancellation of Electronic Instructions. If you ask us to cancel or change the Electronic Instructions, we may in our sole and absolute discretion use reasonable endeavours to give effect to such request. However, we have no obligation or duty to cancel or change any Electronic Instructions, and we are not liable to you if we are unable to give effect to such request. To the maximum extent permitted under applicable law, you agree to indemnify us in full against any losses we may suffer or incur in connection with cancelling or changing your Electronic Instructions.

5.8 Adequacy of Security Procedures. You acknowledge and agree that the EB Services and all Security Codes provide commercially reasonable security procedures to:

- (a) verify that Electronic Instructions originate from you or your Users;
- (b) verify that Electronic Instructions are not changed during transmission to us via the EB Services; and
- (c) indicate your or your Users' intention in respect of the information set out in the Electronic Instructions.

and that such security procedures are as reliable as appropriate for the purpose for which the Electronic Instructions are generated or communicated.

5.9 Non-processing of Electronic Instructions. We may at our sole and absolute discretion elect not to process an Electronic Instruction (or may not process such Electronic Instruction in a timely manner), including without limitation if we have reason to suspect that there is any error, fraud or forgery, or if we are of the view that it is inaccurate or incomplete. Where an Electronic Instruction relates to an application for new or modification to existing products or services provided by us, you acknowledge and agree that we have no obligation to process such Electronic Instruction, and the transmission of such Electronic Instruction to us does not guarantee the successful outcome of such application. We may decide in our sole and absolute discretion to notify you of the status of such application and/or inform you of the reason(s) if we decide not to process such application. To the maximum extent permissible under applicable law, we will not be liable for any losses, damages, costs or expenses (whether arising directly or indirectly) which you may suffer or incur because of us exercising our rights under this Clause or acting upon or relying on such erroneous, fraudulent, forged, incomplete or inaccurate Electronic Instructions. Notwithstanding the foregoing, we are not required to investigate the authenticity or authority of persons (whether Users or otherwise) effecting the Electronic Instructions or to verify the accuracy and completeness of the Electronic Instructions.

5.10 Request for Additional Information. We may at our discretion and without giving any reason:

- (a) require you and/or your Users to provide alternative proof of identity;
- (b) require any Electronic Instructions to be confirmed through alternative means;



- (c) decline to act or refrain from acting promptly upon any Electronic Instructions (e.g. where we need to verify the accuracy or authenticity of the Electronic Instructions); and/or
 - (d) determine the order of priority in effecting any Electronic Instructions, the Transactions and other existing arrangements you have made with us.
- 5.11 **Meaning of "Processed"**. For the purpose of this Clause, an Electronic Instruction shall have been "**processed**" when we have commenced carrying out the Electronic Instruction or are no longer reasonably able to cancel or revoke the Transaction without causing prejudice to us, as we may determine.
- 5.12 **Confirmation upon Processing of Electronic Instructions**. Unless you receive either a confirmation of receipt or an official transaction or deal number from us, Electronic Instructions sent through the EB Services may not have been received by us and accordingly, may not be carried out or processed.
- 5.13 **Correction of Account**. If any payment has been made by us pursuant to your Electronic Instructions, we shall be entitled, at any time, to:
- (a) debit the Account (where applicable) with the amount paid by us; and/or
 - (b) dishonour or return cheques or other instruments and/or reverse any other payment instruction from you if there are insufficient funds available in the Account.
- 5.14 **Grant of Credit**. If the Account has insufficient available funds to meet any request for payment of monies or to satisfy any liability, we may (but are not bound to) grant you credit to meet such payment or liability. You undertake to pay interest and charges at such rates or amounts we may notify to you from time to time.

6. SECURITY

- 6.1 **Compliance with Security Requirements**. You must comply with all requirements, instructions and specifications relating to Security Mechanisms and/or Security Codes prescribed by us from time to time. We may from time to time require the replacement, modification or updating of any Security Mechanism and/or Security Code, or terminate, disable or deactivate the use of any Security Mechanism and/or Security Code.
- 6.2 **Dispatch of Security Mechanisms and/or Security Codes**. The Security Mechanisms and/or Security Codes may be dispatched by us or collected by you or made available to you and/or your Users using any means as we may prescribe from time to time. While we will take measures to ensure that such means of dispatch or delivery is reasonably reliable, we will not be responsible for any loss, damage, cost or expense howsoever arising from any failure to dispatch, deliver or make available such Security Mechanisms and/or Security Codes.
- 6.3 **Authority of Users**. You acknowledge and agree that your Users are severally and/or jointly (as the case may be) authorised to give Electronic Instructions on your behalf, even if such Electronic Instructions conflict with other orders or instructions given by you at any time, including other orders or instructions relating to the operation of your Accounts (where applicable). Your Users shall act as your agent when accessing and/or using the EB Services.
- 6.4 **Revocation of Authority**. You must ensure that each of your Users is aware of, and complies with, these EB Services Terms and Conditions. If any User is no longer authorised to access and/or use the EB Services, you must ensure that the appointment of such User is revoked by way of a Transaction performed by your administrator, or that we are otherwise notified immediately.
- 6.5 **Presumption of Authority**. Unless we have received written notice from you under Clauses 6.4 or 7.1, we may rely and act on the correct entry of the Security Code(s) as conclusive evidence of the authenticity of an Electronic Instruction and authority of the originator of such Electronic Instruction. Notwithstanding anything else in these EB Services Terms and Conditions, we may act on any Electronic Instructions in our sole and absolute discretion, even if we may not be able to verify that an Electronic Instruction is referable to you and/or your User's Security Code(s). You are responsible and liable for all Transactions entered into or purported to be entered into on your behalf.
- 6.6 **Third Party Security Mechanisms**. We may in our sole and absolute discretion accept a Security Code, including without limitation a Permitted Certificate, generated using a Security Mechanism provided by a third party (respectively, a "**Third Party Security Code**" and "**Third Party Security Mechanism**"). Notwithstanding anything else in these EB Services Terms and Conditions, you acknowledge and agree:
- (a) that any Third Party Security Mechanism and/or Third Party Security Code is neither owned, operated nor controlled by us, and we have no obligations or responsibilities to you or your Users in relation to any Third Party Security Mechanism and/or Third Party Security Code, including without limitation as to its functionality, performance or suitability in meeting your requirements;
 - (b) we expressly exclude any responsibility, liability, guarantee, representation, warranty, condition, term or undertaking of any kind relating to or arising from:
 - (i) issuance or dispatch of any Third Party Security Mechanism and/or Third Party Security Code;
 - (ii) any access, use or inability to access or use any Third Party Security Mechanism and/or Third Party Security Code; and
 - (iii) the functionality, accuracy, reliability, validity and legality of any Third Party Security Mechanism and/or Third Party Security Code;
 - (c) to comply with all applicable guidelines, policies, notices, requirements, rules and other documents which we may issue, modify or supplement from time to time in connection with use of any Third Party Security Mechanism and/or Third Party Security Code;
 - (d) to comply with any terms and conditions (including without limitation privacy policies) imposed on you by the provider of the Third Party Security Mechanism and/or Third Party Security Code, and for the avoidance of doubt, nothing in such terms and conditions shall affect your rights and obligations under these EB Services Terms and Conditions or any other agreement with us; and
 - (e) not to do or omit to do any act which would cause us to be in breach of our obligations to the provider of the Third Party Security Mechanism and/or Third Party Security Code.



- 6.7 **Responsibility for Use of Security Mechanisms and/or Security Codes.** You and your Users are responsible for the safe-keeping and the access to and/or use of any Security Mechanism and/or Security Code issued or made available to you and/or your Users. You and your users will use your best endeavours to ensure that there is no unauthorised access to and/or use of any Security Mechanism, Security Code or the EB Services. The Security Mechanism is to be used solely by the User to whom access to and use of such Security Mechanism was granted, and must not be transferred or pledged as security in any way. You and your Users must ensure that the Security Code is kept secret, used in connection with only your dealings with us and, to the extent that the Security Code is static, or unless otherwise instructed by us, you must (a) destroy the written notice from us informing you of the Security Code; (b) not write down or otherwise record the Security Code without disguising it; and (c) change the Security Code regularly.
- 6.8 **Responsibility for security of Security Mechanisms and/or Security Codes.** You and your Users are responsible for the security of the Security Mechanisms and/or Security Codes, and any Mobile Device which contains or is used in connection with the Security Mechanisms and/or Security Codes. You will ensure that the Security Mechanisms will be used on a Mobile Device that you and/or your User own or control and shall ensure that any Mobile Device is and will at all times be free from any virus, malicious, destructive or corrupting code, agent, programme or macros
- 6.9 **Use of Biometric Authentication.** If you or your User chooses to activate or use any feature that enables access to and/or use of biometric credentials on any device or application (including without limitation fingerprint or facial recognition features), you acknowledge and agree that such features are not provided by us and we have no obligations or responsibilities to you or your Users in relation to such features. We expressly exclude any guarantee, representation, warranty, condition, term or undertaking of any kind relating to or arising from the functionality, compatibility or availability of such features and whether they meet your requirements. You accept that there are risks associated with the accuracy, reliability and/or availability of such features to authenticate the identity of you and/or your Users, which may allow unauthorised third parties to gain access to any device or application secured using biometric credentials and transmit to us Electronic Instructions that are referable to your Security Codes. You agree to assume such risks to the maximum extent permitted under applicable law, and we may act and rely on any Electronic Instruction referable to your or your Users' Security Codes.
- 6.10 **Restrictions on use of Security Mechanisms.** All rights, title and interest in the Security Mechanisms belong to us or a third party vendor and subject to the terms of the licence pertaining to the Security Mechanisms, you undertake:
- (a) save to the maximum extent permitted under applicable law, not make copies of, distribute, modify or reverse engineer the Security Mechanisms;
 - (b) to use the Security Mechanisms solely for the purpose of accessing and using the EB Services and/or generating Security Codes in accordance with any licence, user guide or other documentation provided with the Security Mechanisms;
 - (c) not to do or omit to do any act which would cause us to be in breach of our obligations to the third party vendor.
- 6.11 **No Tampering or Modification.** You must not change, tamper or modify any part of our System or the Security Mechanism without our prior written consent and you are responsible for all costs or expenses incurred by us in rectifying the System and/or the Security Mechanism because of such unauthorised change, tampering or modification.
- 6.12 **Limitations.** Any Security Mechanism we make available to you is provided "as is" and no warranty is given on the Security Mechanism, including without limitation its reliability, functionality or availability. To the maximum extent permitted under applicable law, all representations, warranties, conditions and other terms implied by statute, common law or otherwise in respect of the Security Mechanism are excluded from these EB Services Terms and Conditions (including, without limitation, the implied conditions, warranties or terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care).
- 6.13 **Return and Destruction of Security Mechanism.** The Security Mechanisms must immediately be returned to us or permanently destroyed or deleted, upon our request or upon cancellation or termination of the relevant EB Services.

7. UNAUTHORISED ACCESS TO SECURITY MECHANISMS

- 7.1 **Notice Regarding Unauthorised Access.** You will immediately notify our Designated Contact in writing if you reasonably believe that any Security Mechanism is lost, damaged, corrupted, compromised or if there has been any unauthorised disclosure or use of any Security Mechanism and/or Security Codes. Our Designated Contact will provide an acknowledgement confirming receipt of such notice as soon as reasonably practicable. We are not deemed to have received such notice unless our Designated Contact has acknowledged receipt in writing, whether via email or otherwise. The foregoing shall be in addition to any obligations you may have to any third party, including without limitation the provider of any Third Party Security Mechanism and/or Third Party Security Code.

- 7.2 **Actions Upon Receipt of Notice.** Once we receive any notice given under Clause 7.1, we will:

- (a) as soon as reasonably practicable suspend or terminate the compromised Security Mechanism and/or Security Codes; and
- (b) use reasonable endeavours to stop the processing of outstanding Electronic Instructions originating from the compromised Security Mechanism and/or Security Codes.

Without prejudice to the generality of Clause 6.5, you will be bound by all Transactions arising from Electronic Instructions which we relied upon before such suspension or termination, or the processing of which we were unable to stop.

- 7.3 **Replacement of Security Mechanisms and/or Security Codes.** Following the occurrence of any event referred to in Clause 7.1, we may issue or make available replacement Security Mechanism and/or Security Codes to you and charge a replacement fee. In relation to any Third Party Security Mechanism and/or Third Party Security Code, we may require you to replace the same at your own cost and expense.

8. DISCLOSURE OF ACCOUNT INFORMATION AND PERSONAL DATA

- 8.1 **Protection of Confidentiality.** We will take all commercially reasonable precautions to preserve the integrity and confidentiality of information relating to you and your Account(s) (where applicable) provided to us pursuant to these EB Services Terms and Conditions.



- 8.2 Disclosure to Specified Recipients Permitted. Despite Clause 8.1, you acknowledge and agree that we and our officers, employees and agents are authorised to provide or disclose any information whatsoever relating to you, your use of the EB Services, the Transactions and your Account(s), including Personal Data:
- (a) to any Provider;
 - (b) to any Bank Member;
 - (c) to any prospective or actual successor, assignee or transferee of, or participant in, any of our rights or obligations under these EB Services Terms and Conditions;
 - (d) to any Person to the extent necessary for the purpose of giving effect to any Electronic Instructions, including: (i) any credit bureau for conducting credit checks and due diligence on you; or (ii) any provider of a Third Party Security Code or Third Party Security Mechanism in connection with the verification of the integrity and/or authenticity of you and/or your User's Electronic Instructions;
 - (e) any person in connection with our processing or assessment of your application or provision of the banking products or services to you, including without limitation Users, guarantors or security providers (proposed or otherwise), your related entities, your shareholders or any entity, government agency, department or authority involved in or participating in the grant of banking products or services to you;
 - (f) to any Person to the extent necessary for complying with applicable laws and regulations or with any order, directive or request in any jurisdiction which we are required to, or which we in good faith believe that we should, comply with, including in relation to alleged money laundering, terrorism or other illegal activities; or
 - (g) to any Person where we in good faith deem it reasonable to disclose,
- (collectively, the "Recipients").**
- 8.3 Recipients Outside Jurisdictions. You acknowledge and agree that we may be required to provide or disclose information pursuant to Clause 8.2 to Recipients whose principal place of business is outside the Jurisdiction. Such information may be held, processed or used by the Recipient in whole or part outside the Jurisdiction.
- 8.4 Processing of Personal Data in connection with Specified Purposes. Without prejudice to Clauses 8.2 and 8.3, you acknowledge and agree that we (and each of the Recipients) can hold, process or use any Personal Data provided pursuant to your and each User's access to and use of the EB Services in connection with:
- (a) the provision of EB Services and for any other purpose connected with your or your Users' access to or use of the EB Services;
 - (b) the notification of relevant products or services to you unless you have told us that you do not wish to receive marketing materials or notices;
 - (c) the monitoring and analysis of Accounts and positions;
 - (d) the assessment and determination of Account criteria, status, credit limits and credit decisions;
 - (e) the carrying out of statistical and other analysis;
 - (f) the monitoring and enforcement of compliance with these EB Services Terms and Conditions; and
 - (g) to comply with applicable laws, including anti-money laundering and anti-terrorism laws,
- (collectively, the "Purposes").**
- 8.5 Duty to Obtain Consent. You undertake to inform all individuals whose Personal Data is supplied to us and/or the Recipients:
- (a) of the Purposes for which such Personal Data will be processed and the risks associated with the supply and processing of such Personal Data (such notification to be made by you on or before the time at which such Personal Data is first supplied to us); and
 - (b) that such processing may involve transfer of such Personal Data to the Recipients,
- and you must ensure that such individuals have agreed to the terms of this Clause 8 and accepted the risks associated with the supply and processing of such Personal Data.**
- The foregoing applies likewise to any sensitive Personal Data provided by you to us and/or the Recipients in connection with your or your Users' access to or use of the EB Services.**
- 8.6 Applicability of Disclosure of Information Provision in Account Opening Terms. For the avoidance of doubt, nothing in this Clause 8 shall prejudice the application of any disclosure of information or other similar provisions in the Account Opening Terms. To the extent that disclosure of any information is governed by both these EB Services Terms and Conditions and the Account Opening Terms, disclosure of such information would be permitted to the extent we have the right to do so under these EB Services Terms and Conditions, or the Account Opening Terms, or both.
- 8.7 Disclosure Rights Under Laws. Our rights under this Clause 8 shall be in addition and without prejudice to, any other rights of disclosure which we may have under any applicable laws and regulations and nothing herein is to be construed as limiting any of those rights.
- 8.8 Consent from Guarantors. Where applicable, you acknowledge and confirm that consent has been given by all guarantors to provide the information set out within any loan application that you may have submitted to us; and all guarantors accept and allow us to conduct Credit Checks with Credit Bureau Singapore.
- 8.9 Survival. For the avoidance of doubt, the authority and consent you give pursuant to this Clause 8 will survive the termination of these EB Services Terms and Conditions and, where applicable, the closure of the Account.



9. INTELLECTUAL PROPERTY RIGHTS & CONFIDENTIALITY

- 9.1 No Rights Transferred. You acknowledge that, except as expressly provided under these EB Services Terms and Conditions or other agreements between the parties, you do not acquire any proprietary or intellectual property rights in any Content, information, data, software or other materials provided by us in connection with the EB Services (including the User Guide and the Security Mechanism). To the extent that you may acquire any such rights, you agree to (a) transfer and assign these rights to us, and (b) sign any additional documents we may require to effect this.
- 9.2 Confidentiality of Data Transmitted. Any data, information or message transmitted to you through our System and/or via the EB Services is confidential and intended for the sole use of the intended recipient. If you are not the intended recipient, you should immediately notify us and delete or destroy such data, information or message (and all copies).
- 9.3 Confidentiality of Other Information. You must keep, and must procure that any Person given access keeps, confidential all information about the EB Services, our System, the Security Mechanism, the Security Code, any Content and the User Guide. You may only disclose such information to your Users and employees only to the extent strictly necessary for the proper use of the EB Services.
- 9.4 Restriction on Copying. You must not permit any Person to make copies of all or any part of any User Guide other than for the purpose of your own access or use of the EB Services.

10. REPRESENTATIONS AND WARRANTIES

- 10.1 Representations and Warranties. You represent and warrant at all times that:
- (a) all information that you provide to us in connection with the EB Services (including your particulars and those of your Users) is complete, true and accurate;
 - (b) you are (i) validly existing; (ii) not insolvent; and (iii) legally capable of entering into and performing your obligations under these EB Services Terms and Conditions and any applicable laws; and
 - (c) you have satisfied all conditions and performed all actions required to be taken in order to (i) enable you to lawfully enter into and perform your obligations under these EB Services Terms and Conditions and any applicable laws; and (ii) ensure that those obligations are valid, legally binding and enforceable.

11. INDEMNITIES AND LIMITATION OF LIABILITY

- 11.1 Assumption of Risks. You acknowledge there are risks associated with using the EB Services, including without limitation security, corruption, transmission or data errors, loss, leaks or delays and availability risks (including without limitation risks associated with third party service providers of telecommunication infrastructure or services). Any information transmitted via the EB Services is at risk of being disclosed, altered, intercepted, hacked, tampered, manipulated or corrupted and are subject to risk of fraud, loss of confidentiality, manipulation or alteration. You acknowledge that such information may be encrypted and secured only upon transmission to us. You agree, to the maximum extent permitted under applicable law, to assume such risks.
- 11.2 Limitation of Liability. To the maximum extent permitted under applicable law, you acknowledge and agree that we and each of our Providers are not liable to you for:
- (a) any indirect, consequential, special or punitive loss or damage arising from the provision of the EB Services, whether arising based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise;
 - (b) any losses, damages, costs or expenses (whether direct or indirect, and whether foreseeable or not) which you may suffer or incur, whether arising based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise, arising from (i) any unavailability of the EB Services, (ii) your access or use or your inability to access or use the EB Services, the Channel, the Content, any Security Mechanism and/or Security Code, (iii) the installation, updating and/or use of the Software, Security Mechanism and/or Security Code; (iv) failure of our System, any Security Code and/or Security Mechanism, (v) any information in relation to the System and/or the Content being inaccurate in any manner whatsoever, (vi) any failure to receive or delay in receiving Electronic Instructions because of any failure of your System, device or other facilities or the telecommunication links used to transmit the Electronic Instructions, (vii) any delay where the contents of an Electronic Instruction are ambiguous, incomplete or otherwise inaccurate, (viii) any loss, malfunction, unauthorised use, modification or tampering of or access to the Security Mechanism, Security Codes, any device containing or used in connection with any Security Mechanism or Security Code, or the EB Services; (ix) any use of biometric features by you and/or your Users; (x) us acting or relying on any Electronic Instruction; (xi) the termination, disabling, discontinuance or deactivation of the use of any Security Mechanism and/or Security Code; (xii) any breach of security or unauthorised use of, corruption or transmission error associated with, your System or other facilities, (xiii) any act or omission of telecommunications carriers, internet service providers or any other third party Provider or sub-contractor of the Bank, (xiv) the exercise of any of our rights under these EB Services Terms and Conditions, (xv) our reliance on such information submitted to us (including without limitation any information relating to you and/or your User's particulars); (xvi) you or any person acting on or relying on any communication, information or documents provided to you, (xvii) any loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment including software; or (xviii) any event or circumstance beyond our control, including any governmental restriction, intervention or imposition of emergency procedure or suspension of trading by any relevant market, civil order, act or threatened act of terrorism, natural disaster, war or strike.
- 11.3 Liability Arising from Use of Providers. You acknowledge and agree that we may use the Providers to carry out any of the EB Services. To the maximum extent permitted under applicable law, we are not liable for any default on the part of such Providers provided that we have used reasonable care in selecting the Providers.
- 11.4 Indemnities. To the maximum extent permitted under applicable law, you will indemnify us against any claim, demand, action or proceeding which may be made against us and any losses, damages, costs or expenses (including legal fees) which we may incur or suffer (directly or indirectly) because of:



- (a) any breach or non-compliance by you of or with these EB Services Terms and Conditions including any failure to obtain consent pursuant to Clause 8.5 above and any breach of the representations and warranties specified in Clause 10 and Clause 5.6 above;
- (b) any loss, malfunction, unauthorised use, modification, tampering or access by any party of the Security Code or Security Mechanism or any device containing or used in connection with any Security Code or Security Mechanism;
- (c) any failure or malfunction in your System used in connection with the EB Services;
- (d) any computer viruses or other malicious, destructive or corrupting code, agent, program, macros or other software routine or hardware components designed to permit unauthorised access which have been introduced by you, which affects or causes the EB Services and/or our hardware, software and/or other automated systems to fail or malfunction;
- (e) any information or documents furnished by you to us, which is or is proved to have been inaccurate, incorrect, incomplete, out-of-date or misleading in any material respect whether at the time such information or documents was provided to us or otherwise;
- (f) the exercise of our rights under these EB Services Terms and Conditions;
- (g) our acting or relying on the Electronic Instructions;
- (h) your use or failure to use the EB Services; or
- (i) material comprised in the Electronic Instructions or otherwise provided by you violates any applicable laws, regulations or third party rights including intellectual property rights;

except if there is fraud, gross negligence or wilful misconduct on our part.

- 11.5 Compliance with Legal Obligations. We can act in compliance with any order of court, judgment or arbitral award served upon us in relation to any Transaction, without your approval. We may act pursuant to the advice of counsel with respect to any matter relating to these EB Services Terms and Conditions and are not, to the maximum extent permitted under applicable law, liable for any action taken or omitted in accordance with such advice.
- 11.6 Liability Arising from Compliance with Legal Obligations. In addition, we are not liable for any loss, liability, delay or cost incurred by you because of us taking such action as is necessary to comply with legal or regulatory obligations in the Jurisdiction.
- 11.7 Exclusions from Limitation of Liability. Nothing in these EB Services Terms and Conditions excludes or limits our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or the tort of deceit; or
 - (c) any other liability to the extent it cannot, as a matter of law, be excluded or limited.

12. CHARGES AND TAXES

- 12.1 Payment of Charges. You must pay all our charges, costs and expenses for providing the EB Services and any and all ancillary services in accordance with the scale of charges agreed from time to time between the parties and any other sums which you have agreed to bear under these EB Services Terms and Conditions. You shall make all payments under these EB Services Terms and Conditions free and clear of, and without deduction, withholding or set-off on account of any tax or levy or any other charges present and future.
- 12.2 Debiting of Charges from Account. You authorise us to debit such charges, costs, expenses and sums from any of your Account(s) with us (where applicable), even if such debiting may result in your Account being overdrawn. If such charges, costs, expenses and sums are debited from your Account denominated in another currency, you agree that we may convert the amount to be debited using our prevailing exchange rates. You undertake to execute and furnish us such additional written authority as we may require to effect such debiting.
- 12.3 Liability for Taxes. In addition, you will be liable for any goods and services tax, value-added tax or any other tax of a similar nature chargeable by law on any payment you are required to make to us. If we are required by law to collect and make payment in respect of such tax, you will indemnify us against such payments.

13. TERMINATION

- 13.1 Termination by You. You may give us not less than 14 calendar days' written notice at any time to:
- (a) terminate your use of the EB Services; or
 - (b) withdraw any particular Account of yours maintained with us for the EB Services.
- 13.2 Termination by Us. We may at any time and without liability to you terminate your access to the EB Services by giving you not less than 14 calendar days' written notice. No such termination will affect any Electronic Instruction given by you which is properly received by us before expiry of such notice.
- 13.3 Effect of Termination. If either party gives notice to terminate access to or use of the EB Services, you agree that at least 24 hours before the expiry of such notice of termination:
- (a) you will stop using any Security Mechanism in respect of the EB Services;
 - (b) you will return to us the User Guide (including any copies you have made) and all Security Mechanism(s);



- (c) you will preserve all data pertaining to or received via the EB Services and all software provided by us (including any copies you have made) from your System unless we notify you otherwise. If we require you to destroy or delete any such data, you must do so in accordance with any data removal procedure that we may prescribe; and
 - (d) you will forthwith pay all charges, costs and/or expenses due to us under these EB Services Terms and Conditions.
- 13.4 **Termination or Suspension of Access.** Despite anything else in these EB Services Terms and Conditions and without prejudice to any other rights or remedies which we may have under these EB Services Terms and Conditions or at law, we may without liability to you immediately terminate or suspend your access to the EB Services and/or stop the processing of any Transaction if we are of the reasonable view that it would be in our interest to do so, including where:
- (a) you are in breach of these EB Services Terms and Conditions or any other agreement with us;
 - (b) such action is required to fulfil our legal or regulatory obligations or to comply with an order of a court of competent jurisdiction or our internal policies and procedures;
 - (c) you are insolvent, unable to pay your debts as they fall due, have a receiver, administrator or manager appointed over the whole or any part of your assets or business, make any composition or arrangement with your creditors or an order or resolution is made for your dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction);
 - (d) any relevant licence or authorisation which is required in order for us to fulfil these EB Services Terms and Conditions, provide the EB Services or operate the System, is terminated or suspended;
 - (e) you are or become subject to a regulatory investigation and/or legal proceeding whereby continuing to offer the EB Services to you is (in our reasonable opinion) likely to raise reputational issues for us; or
 - (f) such action is required in order to protect our System from harm, including from any form of denial of service attack or from viruses or malicious codes.
- 13.5 **Waiver of Requirement for Court Order.** To the extent that a court order is required for termination of access to or use of the EB Services, you agree to waive any provisions, procedures and operation of any applicable law in order to give effect to the foregoing provisions of this Clause.

14. RECORDS CONCLUSIVE

- 14.1 **Acceptance of Our Records as Conclusive.** Except for manifest error, you accept all of our records, whether electronic or otherwise, including without limitation our records of any Electronic Instruction, Transaction or other communications between you and us as final and conclusive and binding on you for all purposes.
- 14.2 **Notice Regarding Inaccurate Records.** You must inform us of any discrepancy or inaccuracy in any Electronic Advice, statement or record that we send to you within 14 calendar days from the date of such statement or record. If you fail to do so, you will no longer have the right to dispute the contents of such statement or record and such statement or record shall be regarded as being final and conclusive and binding on you. It is your duty to maintain a copy of such Electronic Advice, statement or record on file.
- 14.3 **Admissibility of Records.** To the maximum extent permissible under applicable law, you agree that all records referred to in this Clause 14 are admissible as evidence in any action, claim or proceeding and you will not dispute the admissibility, relevance, accuracy, integrity or authenticity of such records or the contents thereof, including without limitation any dispute as to such matters on the basis that such records were produced by a computer system.

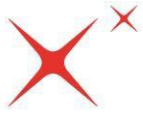
15. NOTICES

- 15.1 **Addresses for Notices.** All notices, demands or other communications required or permitted to be given under these EB Services Terms and Conditions (the "Notices") must be in writing. Such Notices shall be delivered personally or sent by prepaid registered post or by facsimile or by electronic mail addressed:
- (a) in the case of a Notice to you, to the address, facsimile number or electronic mail address last registered with us; and
 - (b) in the case of a Notice to us, to the Designated Contact.
- 15.2 **Receipt of Notices.** You are deemed to receive any Notice sent by us in respect of the EB Services (a) if delivered personally, at the time of delivery; (b) if sent by prepaid registered post, 3 business days after posting; (c) if sent by facsimile, at the time shown in our transmission report as being successfully sent; and (d) if sent by email, at the time we send it to your account email address.
- 15.3 **Other Notifications.** Notwithstanding the foregoing, we may send certain notifications or communications in connection with: (a) your User's Security Code; (b) any Electronic Instructions transmitted by your User; and/or (c) any access and/or use of the EB Services by your User, using your User's relevant particulars in our records from time to time. You and your User shall be deemed to receive any such notification or communication immediately upon transmission of the same.
- 15.4 **Duty to Update.** You must promptly inform us in writing of any change in your or your Users mailing address, fax number, contact number, and/or email address for communication or any of your relevant particulars available in our records (including signature, authorised signatory and/or mandate) and send us all supporting documents we require. We are not obliged to verify whether any of the particulars of you or your Users are accurate, complete or up-to-date, and we may rely on any of your relevant particulars available in our records for the transmission of any Notices or specific notifications or communications to you. We will need a reasonable time period, not being less than 7 business days from receipt, to act and effect the change in our records, after which, we may rely on the change.
- 15.5 **Applicability of this Provision.** This Clause relates only to Notices in respect of matters concerning these EB Services Terms and Conditions.



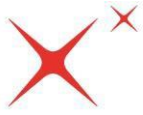
16. MISCELLANEOUS

- 16.1 **Information Requests.** You must promptly make available to us and/or to any relevant regulatory authority any information and/or documentation (a) we may reasonably request in order to fulfil our legal or regulatory obligations or any requirements which we need or agree to comply with from time to time or (b) requested by any relevant regulatory authority. You must provide upon our reasonable request such assistance or cooperation as we may require in connection with any investigation or dispute resolution process.
- 16.2 **Conduct of Audit.** We reserve the right to inspect and conduct an audit to ensure that you have complied with your obligations under these EB Services Terms and Conditions and you must forthwith comply with such requests and render all necessary help to us. If any non-compliance is discovered as a result of such audit, you will be responsible for any costs reasonably incurred in respect of the conduct of the audit and any rectification action.
- 16.3 **Continuing Effect.** The termination of your access to and use of the EB Services will not affect any provision of these EB Services Terms and Conditions which is capable of being performed and/or which survive, operate or continue to have effect after such termination. Termination will not prejudice any right of action already accrued to a party in respect of any breach of these EB Services Terms and Conditions by the other party.
- 16.4 **Severability.** If any provision of these EB Services Terms and Conditions is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed without affecting the validity of the other provisions.
- 16.5 **Prevailing Terms and Conditions.** In addition to these EB Services Terms and Conditions, the Account Opening Terms (where applicable) and our prevailing terms and conditions governing other services provided to you will, unless otherwise specified in writing, continue to apply and bind you. Except as set out in such terms, the parties do not have any rights against each other in relation to, and have not relied on, any oral, or written representation, warranty or collateral contract made before the date of your application for EB Services. If there is any conflict between such prevailing terms and conditions and these EB Services Terms and Conditions, or between the various Parts of these EB Services Terms and Conditions, the terms shall prevail in the following order of priority unless otherwise expressly stated:
- (a) Part C of these EB Services Terms and Conditions;
 - (b) Part B of these EB Services Terms and Conditions;
 - (c) Part A of these EB Services Terms and Conditions;
 - (d) our prevailing terms and conditions governing other services provided to you; and
 - (e) the Account Opening Terms.
- 16.6 **Amendments and Variations.** We may by notice to you change these EB Services Terms and Conditions, the scale of charges payable (in accordance with Clause 12.1) or the User Guide. Such notice will be given in the form set out in Clause 15 or via the EB Services. If you or any User continue to use the EB Services after the effective date of such change, you are deemed to have agreed to the same.
- 16.7 **Assignment and Transfer.** Use of and access to the EB Services is personal to you. You may not assign or otherwise dispose of any benefit which you may receive under these EB Services Terms and Conditions to any third party without our written consent. We may transfer any or all of our rights and obligations under these EB Services Terms and Conditions without your consent to any Bank Member. Once we notify you of the transfer, the transferee will assume all transferred rights and obligations from the date of the transfer.
- In addition, we may, without notice to you or your consent, delegate or sub-contract any rights or obligations under these EB Services Terms and Conditions to any third party, and appoint third party Providers, agents or sub-contractors to provide the whole or part of the EB Services.
- 16.8 **Governing Law and Submission to Jurisdiction.** These EB Services Terms and Conditions and any obligations arising therefrom are governed by the laws of the Jurisdiction. Unless we elect otherwise in writing, all disputes arising from or pursuant to these EB Services Terms and Conditions shall be resolved before the courts of the Jurisdiction, and you agree to submit to the jurisdiction of such courts.
- 16.9 **Governing Language.** If these EB Services Terms and Conditions are translated into any other language, both the English version and the translated version shall be equally effective, provided that the English version shall prevail over the translated version in the event of any inconsistency or contradiction.
- 16.10 **Rights of Third Parties.** Except for the Providers, no person other than the parties can enforce any of the provisions in these EB Services Terms and Conditions. No third party consent is required to vary or terminate the agreement between the parties in respect of the EB Services.
- 16.11 **Waiver.** No forbearance, delay or indulgence by us in enforcing these EB Services Terms and Conditions shall prejudice or restrict our rights. No waiver of our rights shall operate as a waiver of any subsequent breach, and no right, power or remedy herein conferred upon or reserved for us is exclusive of any other right, power or remedy available to us and each such right, power or remedy shall be cumulative, unless otherwise expressly stipulated in these EB Services Terms and Conditions.



ANNEX I

Jurisdiction	DBS entity	Designated Contact
Australia	DBS Bank Ltd., Australia Branch (ARBN 601 105 373)	Suite 1901 Level 19, Chifley Tower 2 Chifley Square Sydney NSW 2000 Australia Attention to: Global Transaction Services
China	DBS Bank (China) Limited	15th Floor DBS Bank Tower 1318 Lu Jia Zui Ring Road Pudong Shanghai 200120 China Attention to: Channel Management
Hong Kong SAR	DBS Bank (Hong Kong) Limited	7/F, Two Harbour Square 180 Wai Yip Street, Kowloon East, Hong Kong Attention to: Channel Management
	DBS Bank Ltd., Hong Kong Branch	18/F, The Center 99 Queen's Road Central Central, Hong Kong Attention to: Channel Management
India	DBS Bank India	Express Towers, Ground Floor Nariman Point, Mumbai 400021 India Attention to: IBG Customer Service



Indonesia	PT Bank DBS Indonesia	DBS Bank Tower, 33 rd Floor Ciputra World 1 Jl. Prof. Dr. Satrio Kav. 3-5 Jakarta 12940, Indonesia Attention to: Global Transaction Services
Macau, SAR	DBS Bank (Hong Kong) Limited, Macau Branch	Nos. 5 a 7E da Rau de Santa Clara, Edif. Riberio Loja C & D, Macau Attention to: Channel Management
Singapore	DBS Bank Ltd.	Changi Business Park Crescent #03-05A, DBS Asia Hub Singapore 486029 Attention to: Channel Management, Technology and Operations
Taiwan	DBS Bank (Taiwan) Ltd.	12F., No.399, Ruiguang Rd., Neihu Dist., Taipei City 114, Taiwan Attention to: DBS Taiwan Corporate Customer Services Center
United Kingdom	DBS Bank Ltd., London Branch	4th Floor Paternoster House 65 St Paul's Churchyard London EC4M 8AB Great Britain
Vietnam	DBS Bank Ltd. – Ho Chi Minh City Branch	11th Floor, Saigon Centre, 65 Le Loi, District 1, Ho Chi Minh City, Vietnam



DBS ELECTRONIC BANKING SERVICES TERMS AND CONDITIONS

Part B – Additional Terms and Conditions for Specific EB Services

1. ADDITIONAL TERMS AND CONDITIONS FOR DEALONLINE SERVICE AND/OR FX APIS

- 1.1 Applicability of this Provision. You agree that (a) the following additional terms and conditions shall apply to your access to and/or use of our DealOnline Service; and/or (b) the following additional terms and conditions, together with the provisions set out in section 10 (Additional Terms and Conditions for Use of our Application Programming Interfaces) in this Part B, shall apply to your access to and/or use of our Application Programming Interface in respect of foreign exchange rates and transactions (“FX API”)
- For the purpose of the DealOnline Service, the following definitions shall apply:
- “DealOnline Service” means the electronic trading service that may be offered by us under the name “DealOnline” or “FX Online” or such other name as may be determined by us, that enables corporate customers to enter into Transactions relating to foreign exchange.
- 1.2 Use of DealOnline Service. You agree that the user manual or any other document issued by us setting out instructions on the use of the DealOnline Service constitutes an integral part of the agreement governing the use of the DealOnline Service. You agree to use the DealOnline Service to make Transactions only on your own behalf and strictly in accordance with such agreement (including the user manual).
- 1.3 Use of FX API. You agree that the DBS IDEAL Corporate Connectivity Form or any other document issued by us setting out the parameters and instructions on the use of the FX API constitutes an integral part of the agreement governing the use of the FX API and shall be legally binding. You agree to use the FX API to make Transactions only on your own behalf and strictly in accordance with such agreement.
- 1.4 Access Levels. We may designate different access levels to our customers and depending on the level of access assigned to you, some or all of the DealOnline Services or the FX API may not be available to you.
- 1.5 Transaction and Account Limits. We may from time to time impose position or Transaction limits (including minimum transaction sizes) on your Account.
- 1.6 Account Balance and Transaction History. Data or information relating to your Account provided by us through the DealOnline Service may not be conclusive unless such data or information is expressly declared as being binding, or is provided by us as part of your Transaction history.
- 1.7 Terms and Conditions applicable to a Transaction entered into via the DealOnline Service or the use of FX API. You agree that any Transactions that are entered into via (a) your use of the DealOnline Service or (b) the use of FX API shall, in each case (if applicable) be governed by, and subject to, any other documentation governing foreign exchange, treasury and other derivatives transactions, including without limitation, any master agreements entered into between yourself and us or any other terms and conditions of such Transactions as prescribed by us, in each case, as amended, updated or supplemented from time to time (“**Transaction Documentation**”). In case of inconsistency between the provisions of these EB Services Terms and Conditions and the Transaction Documentation, the Transaction Documentation will prevail and Clause 16.5 of Part A of these EB Services Terms and Conditions shall be construed accordingly.
- 1.8 Act as Principal. You agree that any Transactions executed via the DealOnline Service or the use of FX API is effected between you and us on a principal to principal basis and we are not acting as your advisor or agent or in any fiduciary capacity. In addition, with respect to any Transactions executed via the use of FX API, we only treat you as our principal counterparty and will not be construed to have created any relationship of any nature, with your end customers as a result of our execution of Transactions with you.
- 1.9 Execution only. You acknowledge that when executing any Transactions via the DealOnline Service or the use of FX API, we will act as an execution venue only. We will not provide any recommendation or advice to you on the merits of any Transactions executed via the DealOnline Service or the use of FX API.
- 1.10 Transaction Process. You agree that no instruction you provide via the DealOnline Service or through the use of FX API will give rise to a Transaction unless received and executed and/or confirmed by the DealOnline Service. An executed and/or confirmed Transaction will be followed by a deal number generated on screen for DealOnline via the web interface (or such other interface as may be made available by us) or via messages generated under the FX API (via the connection through the FX API). Your instructions once executed cannot be cancelled or changed by you.
- 1.11 Right to rescind, cancel or modify. If we determine that, within a reasonable timeframe following execution of a Transaction, such Transaction is executed erroneously as a result of specific market circumstances or system malfunctions or manipulations, then we reserve our right to cancel, rescind or modify the price of such Transaction.
- 1.12 Fees and Charges. You must pay all our charges, costs and expenses, if any, for the access or use of the DealOnline Services or the FX API and any and all ancillary services in accordance with the scale or charges, rules of engagement set out in the DBS IDEAL Corporate Connectivity Form and/or any document as may be agreed from time to time between the parties. You shall make all payments free and clear of, and without deduction, withholding or set-off on account of any tax or levy or any other charges present and future. You should note that we may benefit from your execution of Transactions via the DealOnline Service or the use of FX API. In any case, any fees and charges, hedging arrangements or costs for operational and administrative purposes as well as our profit margin, if any, are inherently contained in and subsumed into the calculation of the variables under the Transaction even in cases where there may not appear to be any explicit charges.
- 1.13 Inactive Trading. If you have not participated in any Transactions via the DealOnline Service or the use of FX API for a period of at least one (1) year or such other period as we may determine, we may, without notice and liability to you, designate your account as “inactive” and immediately suspend your access to the DealOnline Service. Upon your request and subject to such other conditions as we may require, we may, in our sole discretion, reactivate your account.



1.14 Failure to Settle Transactions. You agree to deposit and maintain with us sufficient funds to settle any Transactions executed via the DealOnline Service or the use of FX API, and to provide us with the necessary supporting documents in respect of certain Transactions for settlement purpose, where required. If you fail to settle any Transactions executed via the DealOnline Service or the use of FX API in accordance with your designated settlement instructions by close of business in the Jurisdiction on the date of settlement, or fail to provide us with the necessary supporting documents where required, you agree and acknowledge that we may, at our sole discretion and without prejudice to any rights we may have under any other applicable Transaction Documentation:

- (a) settle the Transaction by direct debit from any of your Accounts with us; and/or
- (b) terminate and unwind the Transaction and where there is any loss, fees, costs, tax or charges arising from such termination and unwind, set off and deduct any such amounts from any of your Accounts with us,

and you hereby authorise us to carry out such direct debit from your Accounts with us.

1.15 Risk Disclosure. You agree that any Transactions that are entered into via your use of the DealOnline Service or the use of FX API are subject to risks. Before considering any Transaction, you must consider whether the Transaction is appropriate in light of your objectives, experience, financial, risk management and operational resources and other relevant circumstances. Before entering into any Transaction, you should inform yourself of the various types of risks and the nature and extent of the exposure to risk of loss and you understand and are willing to assume the risks associated with such Transactions.

The following are given as illustrations of the types of risks which you may encounter and does not purport to disclose all of the risks or other relevant considerations of entering into foreign exchange, treasury and derivative transactions.

- (a) **Market Risk.** There is a general risk of market failure which arises from political or financial or macro-economic developments. In particular, changes in exchange rate(s) can be unpredictable, sudden and large and may be affected by complex and interrelated global and regional political, economic, financial and other factors that (directly or indirectly) can affect the currency markets on which the relevant currency(ies) is traded.
- (b) **Credit Risk.** Any Transaction may subject to the credit risk of the Bank.
- (c) **Legal and Enforcement Risks.** There is a risk that default due to, for example, credit failure, will lead to consequential legal and enforcement problems.
- (d) **Liquidity Risk.** The benefits of customization in achieving particular financial and risk management objectives may be offset by significant liquidity risks.
- (e) **Operational Risk.** It is essential to ensure that proper internal systems and controls are sufficient to monitor the various types of risks which can arise and which can be quite complex.
- (f) **Emerging Markets.** Transactions involving emerging markets involve higher risk as the markets are highly unpredictable and there may be inadequate regulations and safeguards available to participants in such markets.

In addition, Transactions involving certain currencies may involve specific risk factors only relevant to such currencies and we may provide you with additional risk disclosure statements from time to time. You are deemed to have acknowledged the receipt of such risk disclosure statements and the relevant risks involved should you proceed to execute a Transaction with us.

You also acknowledge that trading on any electronic platform is subject to risks associated with electronic trading systems, such as hardware or software or human failures, connectivity problems, computer viruses and system or power failures.

1.16 Temporary Suspension Due to Market Volatility. We may without notice or liability to you temporarily suspend any price quotation, submission of transaction request, transaction execution or any other services available under DealOnline Service or the FX API if there are volatile market conditions and we reasonably consider such suspension would be in our best interest.

The following provisions are applicable to the use of FX API only:

1.17 Purpose. The use of FX API enables you to subscribe market data and obtain price quotation for foreign exchange rates and to enter into Transaction with us against the rates provided and shall not be used for other purposes. If you receive any data other than that you are entitled to receive or identify any unusual pattern of activities, you shall immediately notify us and you shall not use, in any way whatsoever, such data.

1.18 Eligibility and Rules of Engagement. The use of FX APIs is only available for eligible customers that (a) meet eligible criteria prescribed by us and (b) comply with any conditions or rules of engagement, in each case set out in the DBS IDEAL Corporate Connectivity Form. We may (but shall not be obliged to) seek information from you or conduct enhanced customer due diligence, independent assessment or audit on the financial soundness, reputation, quality of management and appropriateness of business operation in determining your eligibility in using FX API on a continuous basis. We reserve our right to update any eligibility criteria, conditions or rules of engagement from time to time by providing reasonable prior written notice to you.

1.19 No further distribution of pricing data in our name. You acknowledge and agree that any pricing data and/or information provided to you by us through the use of FX API is confidential and proprietary to us. Unless otherwise agreed, you shall not redistribute, sell, display, transmit or otherwise communicate or disclose the pricing or market data (or any part thereof) to any other party including, without limitation, your end customers such that it will be apparent to others that the data originates from us.

1.20 Additional representations and covenants. You agree:

- (a) to treat your end clients fairly if you will, on your own platform, website or by any other means, enter into any foreign exchange transactions with your end clients simultaneously as and when you enter into a substantially similar Transaction with us through the use of the FX API;



and that you shall not in any way represent you act as an intermediary, our agent, your end client's agent or our partner or conduct any marketing by any means in our name unless we have consented otherwise;

- (b) not to engage in any act, whether on its own or in combination with other acts, which is illegal or in violation of any laws, rules, applicable foreign exchange restrictions or guidance, codes, sanctions, anti-money laundering laws, regulations of any jurisdiction and/or any relevant foreign exchange market practices, including without limitation, attempting to improperly influence the exchange rate of any currency or any associated benchmark, level or rate or engage in any market manipulation, spoofing or other conduct prohibited under applicable law
- (c) and regulations; and further represent that you have proper mechanism, control measures or risk management functions to ensure your transactions conducted via the use of FX API comply with all applicable laws and regulations; and
- (d) to provide any information in connection with your use of the FX API which we reasonably request for and reasonably assist us in responding to any queries, formal or otherwise, raised by any courts, regulatory, fiscal, taxing or government authority that we are required or accustomed to act in accordance with.

1.21 **Partner Margin.** You acknowledge and agree that as part of your usage of our FX API, we may provide you with a Partner Margin management facility, which allows you to indicate a mark-up or mark-down on any price quoted by us, at your request. We shall return to you, our rate, as well as another rate (which comprises our rate and the Partner Margin), based on the Partner Margin indicated by you to us, in writing from time to time. In offering you this facility, you acknowledge and agree that we shall not be liable for any inaccurate mark-up or mark-down of your Partner Margin and it will be your onus to ensure the accuracy of such rate delivered by us to you, as part of the Partner Margin management facility.

2. ADDITIONAL TERMS AND CONDITIONS FOR USE OF TELEPHONE AND FACSIMILE MACHINE

2.1 **Applicability of this Provision.** You agree that the following additional terms and conditions shall apply to your access to and use of EB Services provided through the telephone or facsimile machine.

2.2 **Communication of Instructions.** You acknowledge and agree that we may accept:

- (a) oral instructions provided by you or your Users over the telephone in respect of such EB Services as we may from time to time permit, provided that the relevant Security Code (where required by us) has been supplied; and
- (b) written instructions transmitted via facsimile in respect of such EB Services as we may from time to time permit, provided that the instructions bear the relevant specimen signature and have been faxed to the designated branch where you have a prior arrangement.

Such instructions may also be subject to the execution of such application forms, authorisations, indemnities and/or other documents as we may require, and shall be deemed to be Electronic Instructions for the purposes of these EB Services Terms and Conditions.

2.3 **Acceptance of Inherent Risk.** You recognise that telephone and facsimile are not secure communication channels and the use of such Channels is entirely at your own risk. Electronic Instructions transmitted by the telephone or facsimile machine may be accepted by us subject to your compliance with such identity verification procedures or other requirements imposed by us from time to time.

2.4 **Quoting of Exchange or Interest Rates.** Any exchange rate or interest rate quoted by us in response to Electronic Instructions received through the telephone is for reference only and shall not be binding on us unless confirmed by us for the purposes of a Transaction. Such confirmed exchange rate or interest rate shall be binding on you once accepted (whether through the telephone or otherwise), notwithstanding that different exchange rate(s) or interest rate(s) may have been quoted by us to you from time to time through other communication channels.

2.5 **Recording of Conversations.** We may record the conversations between you and our employees/ representatives and, to the maximum extent permitted under applicable law, we may present the recording as transaction-related evidence to any Person we deem necessary in connection with investigations or court or other legal proceedings. All such recordings will remain our property and will, in the absence of manifest error, be conclusive evidence of the contents of the conversation.

3. ADDITIONAL TERMS AND CONDITIONS FOR USE OF ATM AND ATM CARDS

3.1 **Applicability of this Provision.** You agree that the following additional terms and conditions shall apply to your access to and use of our ATMs and ATM cards issued by us.

3.2 **Deposit of Cash and Cheques.** Cash and proceeds of cheques (including house cheques) deposited through ATMs will only be credited to your Account when collected and verified by us (and, for cheques, when the cheques are cleared). You cannot withdraw or utilise the amount deposited until it is so credited. The customer advice issued by the ATM upon acceptance of deposit is not binding upon us and our determination of the amount deposited shall be conclusive against and binding on you.

3.3 **No Set-Off or Counterclaim.** No claim by you against a merchant or any other Person in respect of the use of ATM cards at any point of sales terminal may be the subject of any set-off or counterclaim against us. We are not responsible in any way for the goods and/or services supplied to you or by other acts or omissions of such merchants or other Person.

3.4 **Insufficient Funds.** The ATM card may be used for cash withdrawal or transfer only where there are sufficient funds in the Account. If withdrawal or transfer is made without sufficient funds in the Account, we may (but are not obliged to) grant you credit to meet such withdrawal or transfer, and you shall repay to us immediately on demand such amount overdrawn together with bank charges and interest in accordance with our current scale of charges.

3.5 **Card Transactions.** We may determine the transaction date in respect of every Transaction and may reject any transaction and/or any cheque presented via the ATM. Transactions effected in currencies other than the currency of the Account will be debited into the Account after conversion into the currency of the Account at a rate determined by us.

3.6 **Limits on Usage of Card.** We may from time to time determine and, with or without prior notice to you, impose any limit on the use of ATM cards, whether in terms of amount, frequency of use or otherwise.



3.7 Exclusion of Credit or Charge Cards. These EB Services Terms and Conditions do not apply to credit or other facilities made or to be made available through any credit or charge cards which are governed by the terms and conditions of the respective agreements relating to such credit or charge cards.

4. ADDITIONAL TERMS AND CONDITIONS FOR USE OF MOBILE BANKING SERVICES

4.1 Applicability of this Provision. You agree that the following additional terms and conditions shall apply to your access to and use of our Mobile Banking Services.

4.2 Definitions. For the purpose of the Mobile Banking Services, the following definitions apply:

- (a) **"Licence"** means the licence granted to you (and for the purposes of this Clause 4, you means you and your Users) under Clause 4.5 below;
- (b) **"Mobile Banking App"** means the mobile banking application made available from authorised app stores for the purposes of accessing the Mobile Banking Services (the features of which we may vary from time to time);
- (c) **"Mobile Banking Service"** means the EB Services which we enable you to access via the Mobile Banking App or a web browser designed for use on a Mobile Device; and
- (d) **"Mobile Device"** means a telephone or other device with access to a cellular radio system that allows users to make and receive telephone calls, text messages and utilise data services among other features, that can be used over a wide area without a physical connection to a network and through which a customer may access and use any Mobile Banking Services, such as a mobile smartphone, tablet computer, or similar device.

4.3 Use of Mobile Banking Services. The Mobile Banking Services allow you to obtain information relating to your Accounts and use such other facilities as we shall make available from time to time. To use the Mobile Banking Services you must:

- (a) have activated the EB Services;
- (b) read and accept the terms of the Licence, details of which are set out in Clause 4.5 below; and
- (c) (in the case of using the Mobile Banking App), download the Mobile Banking App from the appropriate app store.

4.4 Charges. We do not currently charge you for the purchase of the Mobile Banking App or any updates or subsequent releases although we reserve the right to do so at a future date. Please make sure you understand the costs which will be charged to you by your mobile service provider both in your country or territory and if you access the Mobile Banking Services abroad.

4.5 End User Licence Agreement. Your use of the Mobile Banking Services is under licence from us, the terms of which are set out in this Clause 4.5:

- (a) The Licence granted to you is non-transferable, non-assignable, non-exclusive and fully revocable;
- (b) You are authorised to use the Mobile Banking Services only using a Mobile Device that you own or control, and when using the Mobile Banking App, only use it to access the Mobile Banking Services;
- (c) In relation to your use of the Mobile Banking App:
 - (i) You will not sub-licence, assign or claim to exercise any rights in relation to it;
 - (ii) Unless permitted by law, you will not copy or reverse engineer, amend, alter or adapt any part of it;
 - (iii) Any updates to the Mobile Banking App will be made available through the relevant app stores. We will not be responsible for providing updates to you in any other way; and
 - (iv) You acknowledge that in the event of any third party claim that the Mobile Banking App or your use of it infringes a third party's rights, you will assist us to investigate and as appropriate, defend any such claim;
- (d) The Licence commences, and you will be deemed to have accepted the terms of the Licence, when you first access the Mobile Banking Services using a Mobile Device or install the Mobile Banking App, as applicable, and the Licence will continue in accordance with the terms set forth in this Clause 4 until termination of your use of the Mobile Banking Services.

4.6 Termination. In addition to Clause 13 of Part A of these EB Services Terms and Conditions, we may terminate the Mobile Banking Services immediately without notice to you in the event of your breach of any of the terms of the Licence. You agree to delete the Mobile Banking App from all Mobile Devices on which you may have downloaded it immediately upon the termination of the Licence.

4.7 Questions regarding the Mobile Banking App. We are solely responsible for the Mobile Banking App and should you wish to raise any comments concerning the operation of the Mobile Banking App you should direct them to a Designated Contact.

5. ADDITIONAL TERMS AND CONDITIONS FOR USE OF SAP FSN SERVICES

5.1 Applicability of this Provision. You agree that the following additional terms and conditions shall apply to your access to and use of the SAP FSN Services.

5.2 Definitions. For the purpose of the SAP FSN Services, the following definitions apply:

- (a) **"SAP"** means SAP AG, Dietmar-Hopp-Allee 16, 69190 Walldorf, Germany, or a SAP affiliate company;



(b) **"SAP Financial Services Network"** means the network solution provided by SAP that enables corporate customers to send payment instructions to multiple financial institutions and receive status and statement from multiple financial services companies; and

(c) **"SAP FSN Services"** means the EB Services which you may access using SAP Financial Services Network.

5.3 Use of SAP FSN Services. To use the SAP FSN Services, you must be a corporate subscriber of the SAP Financial Services Network and have purchased or been allocated sufficient blocks of transactions to use the SAP FSN Services. You agree to be solely responsible for all costs associated with your subscription to the SAP Financial Services Network and to comply with SAP's prevailing terms and conditions governing such subscription. We shall have no responsibility or liability for any loss to you for any act or omission of SAP.

5.4 Acceptance of Inherent Risk. You agree that any messages, files or information exchanged between us via the SAP FSN Services are subject to risks. The following are given as illustrations of the types of risks which you may encounter and does not purport to disclose all of the risks or other relevant considerations of using the SAP FSN Services:

(a) Your access to the SAP FSN Services may be interrupted from time to time due to equipment malfunction, updates, maintenance, breakdowns and repair of the SAP Financial Services Network, security breaches or other reasons that may be beyond our control. We reserve the right to suspend or interrupt access to the SAP FSN Services during any such time, with or without notice, and this may impact your ability to initiate any Transaction or complete any Transaction in progress for the duration of such suspension, breakdown or interruption.

(b) The SAP FSN Services are provided via the SAP Financial Services Network and may be susceptible to errors or delays which may be generated during the communication or transformation of messages or files by the SAP Financial Services Network. Without prejudice to the generality of the foregoing, there is a risk that any network latency in SAP Financial Services Network may cause delays in transmission of messages, files or information beyond the applicable cut-off times and affect the value-dating of any payment instructions.

(c) The messages, files or information exchanged in the course of SAP FSN Services is stored on SAP's network and is subject to SAP's prevailing data protection policies set out at www.sap.com.

5.5 Termination. In addition to Clause 13 of Part A of these EB Services Terms and Conditions, we may terminate the SAP FSN Services immediately without notice to you in any of the following circumstances:

(a) if you cease to be a corporate subscriber of the SAP Financial Services Network; or

(b) if we cease to be a financial services subscriber of the SAP Financial Services Network; or

(c) if SAP ceases or suspends the provision of SAP Financial Services Network.

Notwithstanding the foregoing, you undertake to notify us immediately in writing in the event of termination or suspension of your subscription to the SAP Financial Network for any reason whatsoever.

6. ADDITIONAL TERMS AND CONDITIONS FOR USE OF SWIFT MESSAGING SERVICES

6.1 Applicability of this Provision. You agree that the following additional terms and conditions shall apply to your access to and use of the SWIFT Messaging Services.

6.2 Definitions. For the purpose of the SWIFT Messaging Services, the following definitions apply:

(a) **"Authorised SWIFT Participant"** means a person who is duly bound as a party to a SWIFT Agreement allowing access to SWIFT Messaging Services and meets all eligibility criteria specified or referred to in that SWIFT Agreement or the SWIFT Documentation, provided, for the avoidance of doubt, that such person shall continue to be an Authorised SWIFT Participant despite no longer satisfying the eligibility criteria as required by any relevant SWIFT Agreement during any period(s) specified in such SWIFT Agreement as the period(s) given to such person to migrate to an alternative solution;

(b) **"SWIFT"** means S.W.I.F.T. SCRL, a Belgian limited liability co-operative society of Avenue Adele 1, B-1310 La Hulpe, Belgium;

(c) **"SWIFT Agreement"** means any agreement between SWIFT and us or between SWIFT and you in relation to the use of the SWIFT Messaging Services;

(d) **"SWIFT Documentation"** means the SWIFT terms, conditions, guides and procedures applicable to the SWIFT Messaging Services, or to the sending and receiving of SWIFT Messages, as incorporated into your SWIFT Agreement or notified to you by SWIFT or us from time to time;

(e) **"SWIFT Message"** means a message type (MT) message or file sent or appearing to have been sent using the SWIFT Messaging Services, which for this purposes of these EB Services Terms and Conditions comprise of such message formats which we may from time to time agree with you;

(f) **"SWIFT Messaging Services"** means messaging services provided by SWIFT from time to time, including without limitation, SWIFTNet FIN messaging service, SWIFTNet Interact, File Act and browse services.

6.3 SWIFT Messaging Services. The SWIFT Messaging Services only comprise the following activities:

(a) sending of SWIFT Messages by us to you;

(b) provision of information by us to you through the SWIFT Messages;

(c) sending of SWIFT Messages by you to us;

(d) provision of Electronic Instructions by you to us in those SWIFT Messages; and



(e) us processing those Electronic Instructions.

6.4 Use of the SWIFT Messaging Services.

- (a) You shall as an Authorised SWIFT Participant, comply with all requirements relating to the SWIFT Messaging Services, including security requirements, obtaining and maintaining your own SWIFT membership, computer software and other equipment necessary to access and use the SWIFT Messaging Services set out in the SWIFT Agreement and any of the SWIFT Documentation.
- (b) You shall at all times (i) comply with all guides, instructions and recommendations as we provide to you from time to time in relation to the use of the SWIFT Messaging Services; and (ii) assess the security arrangements relating to your access to and use of the SWIFT Messaging Services to ensure that they are adequate to protect your interests.
- (c) You acknowledge that processing of any SWIFT Message is subject to successful receipt of such message by us. We shall have no responsibility or liability for any loss to you where you submit a SWIFT Message through the SWIFT network but such SWIFT Message is not successfully received by us or for any act or omission of SWIFT.
- (d) You provide data, files, information, instructions and SWIFT Messages at your own risk. You shall ensure that all data, files, information and instructions transmitted to us for or in connection with the SWIFT Messaging Services is correct and complete and shall immediately inform us in writing of any errors, discrepancies or omissions. You must check all data, files, information and instructions provided to you by us or by any third party operator appointed by us immediately upon receipt. If any such data, files, information and instructions are incorrect or omit anything it should include, you should inform us in writing immediately.
- (e) Receipt by us of any SWIFT Message issued or purporting to be issued by you will constitute full and unconditional authority to us to carry out or act upon that SWIFT Message, and we shall not be bound to investigate or enquire as to the authenticity of any such SWIFT Message unless we have received prior written notification from you which casts doubt on its validity.
- (f) You shall immediately notify us in writing if you become aware of or suspect any breach or compromise of the security of the SWIFT Messaging Services providing full details of the breach or compromise, including but not limited to the identity of any person responsible for the breach or compromise. You shall (save to the extent prohibited by any applicable law) fully and promptly cooperate with any steps taken by us to investigate and/or rectify any apparent or suspected breach or compromise of the security of the SWIFT Messaging Services and provide such information as we reasonably request in writing to assist us in the investigation.

6.5 Acceptance of Inherent Risk. You agree that any data, files, information or instructions exchanged between us via the SWIFT Messaging Services are subject to risks. The following are given as illustrations of the types of risks which you may encounter and does not purport to disclose all of the risks or other relevant considerations of using the SWIFT Messaging Services:

- (a) Your access to the SWIFT Messaging Services may be interrupted from time to time due to equipment malfunction, updates, maintenance, breakdowns and repair of SWIFT's network or other reasons that may be beyond our control; and
- (b) The SWIFT Messaging Services may be susceptible to errors or delays which may be generated during the communication or transformation of messages or files by SWIFT's network.

6.6 Reservation of Rights. We reserve the right at any time to immediately suspend the SWIFT Messaging Service or access thereto for such period or periods as we consider reasonably appropriate without notice to you if (a) suspension is necessary for the purpose of (routine or emergency) maintenance or enhancement of the SWIFT Messaging Services; (b) for technical reasons, provision of the SWIFT Messaging Services is beyond our control; (c) there are reasonable grounds to suspect a compromise of security or any unauthorised or fraudulent use of the SWIFT Messaging Services; or (d) if you breach any of your obligations hereunder.

6.7 Termination. In addition to Clause 13 of Part A of these EB Services Terms and Conditions, we may terminate the SWIFT Messaging Services immediately without notice to you in any of the following circumstances:

- (a) that you or we cease to be an Authorised SWIFT Participant;
- (b) where SWIFT has ceased to provide, and not resumed providing, the SWIFT Messaging Services;
- (c) where SWIFT, in exercise of its rights under a SWIFT Agreement, has required either you or us to terminate the use of SWIFT Messaging Services; or
- (d) where we have ceased to provide the SWIFT Messaging Services.

Notwithstanding the foregoing, you undertake to notify us in writing immediately in the event you cease to be an Authorised SWIFT Participant or SWIFT Messaging Services are made unavailable to you for any reason whatsoever.

7. ADDITIONAL TERMS AND CONDITIONS FOR PARTNER BANK ARRANGEMENT

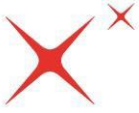
7.1 Applicability of this Provision. You agree that the following additional terms and conditions shall apply to your access to and/or use of our Partner Bank Services.

7.2 Definitions. For the purpose of the Partner Bank Services, the following definitions apply:

- (a) **"Local Account(s)"** means the bank account(s) which may be opened and maintained by your affiliates with the Partner Bank pursuant to the Partner Bank Arrangement Request;
- (b) **"Partner Bank"** means each of our partner bank in such jurisdiction as may be specified in the Partner Bank Arrangement Request;
- (c) **"Partner Bank Arrangement Request"** means the Bank Mandate & Letter of Indemnity which sets out your request for Partner Bank Services submitted by you to us; and



- 7.3 **"Partner Bank Services"** means the extension of EB Services to the Local Accounts for the purposes of:
- (a) transmitting instructions on payments, transfers or withdrawals concerning the Local Accounts to the Partner Bank, either directly or through the Bank Member; and
 - (b) disclosing information relating to the Local Accounts to you whenever we receive any information, data or documents from the Partner Bank (either directly or through your Bank Member), in each case in accordance with the Partner Bank Arrangement Request.
- 7.4 **Use of Partner Bank Services.** To use the Partner Bank Services, you must:
- (a) submit a duly completed Partner Bank Arrangement Request to us, together with all relevant supporting documents; and
 - (b) the Local Account must have been opened by the Partner Bank and remain open during all relevant times.
- 7.5 **Additional terms applicable.** You agree that each application for the Partner Bank Services shall be governed by, and subject to, such terms and conditions attached to the Partner Bank Arrangement Request (as amended, updated or supplemented from time to time).
- 7.6 **Termination.** In addition to Clause 13 of Part A of these EB Services Terms and Conditions, we may terminate the Partner Bank Services at any time in accordance with the terms and conditions attached to the Partner Bank Arrangement Request (as amended, updated or supplemented from time to time).
- 8. ADDITIONAL TERMS AND CONDITIONS FOR ACCOUNTS RECEIVABLE PURCHASE ("ARP") EB Service**
- 8.1 **Applicability of this Provision.** You agree that the following additional terms and conditions shall apply to your access to and/or use of our ARP EB Service ("**ARP EB Service**").
- 8.2 **Definitions.** For the purpose of the ARP EB Service, the following definitions apply:
- (a) "**ARP Facility**" means the accounts receivable purchase facility/factoring facility granted by us to you; and
 - (b) "**ARP Transaction Documents**" means such agreements, documents, letters of offer and/or terms and conditions governing assignment in connection with and governing the ARP Facility, in each case amended, updated or supplemented from time to time.
- 8.3 **Terms and Conditions applicable to a Transaction entered into via the ARP EB Service.** You agree that any Electronic Instruction and/or any Transaction arising from or in connection with your use of the ARP EB Service shall be governed by and subject to the ARP Transaction Documents. In the event of any inconsistency between the provisions of these EB Services Terms and Conditions and the ARP Transaction Documents, the ARP Transaction Documents will prevail and Clause 16.5 of Part A of these EB Services Terms and Conditions shall be construed accordingly.
- 8.4 **Non-acceptance of Electronic Instruction.** In addition and without prejudice to Clause 5.8 of Part A of these EB Services Terms and Conditions, you agree that we have the right to accept or reject or not process any Electronic Instruction without liability to you. We will notify you as soon as reasonably practicable if any Electronic Instruction is rejected or is not processed.
- 8.5 **Confirmation upon Processing of Electronic Instructions.** You agree that no Electronic Instruction you provide via the ARP EB Service will give rise to a Transaction unless received, processed and/or confirmed by us via the ARP EB Service.
- 9. ADDITIONAL TERMS AND CONDITIONS FOR CUSTOMER SELF ADMINISTRATION SERVICE**
- 9.1 **Applicability of this Provision.** You agree that the following additional terms and conditions shall apply to your access to and use of the Customer Self Administration Service.
- 9.2 **Definitions.** For the purpose of the Customer Self Administration Service, the following definitions apply:
- (a) "**Customer Self Administration Service**" means the service which we make available to you in connection with the on-going administration, operation and maintenance of your use and access of the EB Services; and
 - (b) "**Administrator**" means a User whom you have informed us is to take on the role of a system administrator.
- 9.3 **Role of Administrator.** An Administrator will have authority and responsibility to set-up, administer, operate and maintain your use of and access to the EB Services. This includes the right and authority to (a) add, suspend or remove Users; (b) assign or revoke User roles or access rights; (c) issue, amend, cancel, reset or re-issue User's Security Mechanism and/or Security Code; (d) change any payment or transfer limits of any User; and (e) any other right, feature or functionality we may make available to an Administrator from time to time.
- 9.4 **Acceptance of Risks.** You recognise that Administrators have wide powers in relation to your use of the EB Services and you agree to be bound by any act or omission of any Administrator.
- 9.5 **Assumption of Authority and Our Action.** You agree that we will treat all instructions and/or requests received via the Customer Self Administration Service as duly authorised by you, and we may, without further checks, act on such instructions and/or requests even though this may contradict any other instruction or mandate you have given us or even if such instructions and/or requests are not genuine.
- 9.6 **Your Responsibility.**
- (a) You are responsible for ensuring that you have adequate internal control procedures and security measures to prevent any fraud, abuse or unauthorised acts or omissions by Administrators using the Customer Self Administration Service.
 - (b) If you suspect or know of any impropriety or fraud on the part of an Administrator or any unauthorised or fraudulent use of the Customer Self Administration Service, you must inform us immediately and take steps to replace such Administrator.
 - (c) You undertake to inform us as soon as practicable should any Administrator ceases to be employed by you.



- 9.7 What we are not legally responsible for. In addition and without prejudice to our rights under Clause 11 of Part A of these EB Services Terms and Conditions, we will not be held liable to you or any third party for any loss, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) incurred in connection with any act or omission by an Administrator who ceases to be employed by you for which we are not informed.
- 9.8 Minimum number of Administrators. We may stipulate the minimum number of Administrators that you must have. Where the number of Administrators fall below the minimum number required by us:
- You must immediately appoint a new Administrator, provide us with details of the new Administrator and provide us with such information and documents as we may require; and/or
 - We may suspend the Customer Self Administration Service, the provision of the EB Services and/or stop the processing of any Electronic Instruction or Transaction.
- 10. ADDITIONAL TERMS AND CONDITIONS FOR USE OF OUR APPLICATION PROGRAMMING INTERFACES ("APIs")**
- 10.1 Applicability of this Provision. You agree that the following additional terms and conditions shall apply to your use of any API that we make available to you as part of the EB Services. If you use any of our APIs as an interface to, or in conjunction with our other products and/or services, the additional terms for those other products or services will also apply.
- 10.2 Definitions: For the purposes of the use of our APIs, the following definition shall apply:
- "**DBS Policies**" means all applicable guidelines, policies, notices, requirements, rules and other documents which DBS may issue, modify or supplement from time to time.
- 10.3 Ownership. All intellectual property rights in the APIs (and all modifications thereto) that we make available to you, shall remain vested in us (or our licensors).
- 10.4 Licence. We grant you a non-transferable, non-exclusive and revocable licence to access and use the APIs and any accompanying API documentation (with no right to sub-licence) solely to the extent necessary for you to receive and use the EB Services.
- 10.5 Limitations on Use. We may, in the DBS IDEAL Corporate Connectivity form, set, enforce and advise you of any limitations on your intended use of the APIs (for example, limiting the number of API requests that you may make or the number of Users you may serve).
- 10.6 Changes. We may, at our sole discretion, modify the APIs and/or any accompanying API documentation at any time. If we determine (acting reasonably) that any such modification will have a material impact on your use of the EB Services, we will give you not less than thirty (30) days' advance written notice except in the case of an emergency or as may be required by a regulator or applicable law (where no such minimum notice will be required, albeit that we shall provide such notice as we are reasonably able to). If you do not approve of any modification that we make to our APIs, you may terminate your use of the applicable EB Service(s) pursuant to Clause 13.1 of Part A of these EB Services Terms and Conditions.
- 10.7 Restrictions. You agree that you shall not:
- sub-licence, publish, make available, sell or otherwise distribute any API to any third party;
 - develop a substantially similar or competing version of any of our APIs;
 - introduce any destructive element or malware (including any virus, worm or Trojan horse) into our Systems through any API;
 - interfere with, modify or disable any of the features, functionality or security controls of the APIs or the EB Services;
 - decompile or reverse engineer any source code from any API or any related software, except as expressly permitted by applicable law; or
 - utilise our APIs in any manner not expressly authorised pursuant to these EB Services Terms and Conditions.
- 10.8 Security. If we assign you any Security Code or Security Mechanism for purposes of accessing and/or using any of the APIs, you will use those credentials when accessing and/or using the applicable API and keep them confidential. Where such Security Codes or Security Mechanisms are specific to individuals, you will ensure that they are not shared with any third party. You will inform us if any individuals are to leave your employment such that their access and use rights can be disabled. In addition, you will not in any way attempt to conceal your identity when using the APIs.
- 10.9 Availability. We will use reasonable endeavours to ensure that the APIs are available and will work with you to promptly resolve any error or defect that is identified in any of the APIs.
- 10.10 Liability. Except as specifically provided for in this Clause 10, the APIs are provided on an "as is" basis and all warranties and representations, whether express or implied, including as regards the reliability of the APIs or their fitness for a particular purpose, are expressly disclaimed.
- 10.11 Monitoring. Subject to us complying with applicable law, you acknowledge and agree that we may monitor your use of the APIs solely to the extent necessary for us to provide and improve the EB Services.
- 10.12 DBS Policies. You agree to comply with all DBS Policies applicable to and/or in connection with the use of our APIs, as may be provided from time to time.
- 10.13 Electronic Instructions. We may treat all Electronic Instructions received or otherwise transmitted through the APIs as being authorised by you and binding upon you. If we have any reason to suspect that any Electronic Instruction(s) received or transmitted through any API has not been



authorised by you, we may refuse to process the relevant Electronic Instruction(s) without any liability or other obligation to you. You will inform us immediately if you become aware of any unauthorised Electronic Instruction(s) that has been transmitted through any API.

11. ADDITIONAL TERMS AND CONDITIONS FOR USE OF OUR PRICE ALERT SERVICES

11.1 Applicability of this Provision. The Price Alert Service ("Price Alert Service") is only available in selected jurisdictions. You agree that the following additional terms and conditions shall apply to your access and/or use of our Price Alert Service. If you use the Price Alert Service in conjunction with our other products and/or services, the additional terms for those other products or services will also apply.

11.2 Price Alert Service.

- (a) The Price Alert Service is only available on certain types of communication or electronic device as we may stipulate from time to time. It is your responsibility to ensure that you have the appropriate device and data / internet connection services to access and use this Service. We are not liable for any delay, interruption, suspension or any other loss or damage that you may suffer as a result of your failure to meet with our requirements or the requirements of any third party service provider or the failure of any third party service provider which supports the Price Alert Service or is otherwise involved with the provision of the Price Alert Service.
- (b) You agree to pay to us such fees or charges in respect of the Price Alert Service as we may determine from time to time. You will be responsible for any fees or charges incurred in respect of your use of the Price Alert Service, including but not limited to any charges imposed by or payable to other third party service providers.
- (c) Any price alert issued by us under the Price Alert Service does not constitute and shall not be treated as an offer, invitation or recommendation to enter into a transaction. The price alerts are provided for information only and should not be used in substitution for the exercise of independent judgment. You should make your own independent evaluation of the relevance and adequacy of the information provided and such other investigations as you deem necessary, including obtaining independent financial advice, before entering into a transaction.
- (d) We do not warrant that the prices provided under the Price Alert Service will be available at such time as you decide to enter into a transaction. You acknowledge and agree that the price alerts provided under the Price Alert Service may be subject to time lags, delays and/or may be intercepted or lost and we do not guarantee the delivery, timeliness or accuracy of the price alerts. You further acknowledge that the Price Alert Service is provided on a "best efforts" basis only and that the time periods during which it may be available are subject to change without prior notice to you. We are not liable if any price alert is delayed, intercepted, lost or otherwise fails to reach you during delivery, transmission or dispatch, or if the contents of such price alert is disclosed to any third party during transit. All warranties, express or implied, as to the accuracy of any of the information provided under the Price Alert Service or as to the fitness of the information for any particular purpose are excluded.

11.3 Reservation of Rights. We reserve the right at any time to immediately suspend the Price Alert Service or access thereto for such period or periods as we consider reasonably appropriate without notice to you if (a) suspension is necessary for the purpose of (routine or emergency) maintenance or enhancement of the Price Alert Service; (b) for technical reasons, provision of the Price Alert Service is beyond our control; (c) there are reasonable grounds to suspect a compromise of security or any unauthorised or fraudulent use of the Price Alert Service; or (d) if you breach any of your obligations hereunder.

12. ADDITIONAL TERMS AND CONDITIONS FOR USE OF OUR FX ORDER WATCH SERVICES

12.1 FX Order Watch Services. You acknowledge and agree that, in relation to any order watching services on foreign exchange Transactions ("FX Order Watch Services"):

- (a) you may from time to time provide us with any Electronic Instruction for any foreign exchange Transaction to be concluded at a certain currency exchange rate set by you (the "Target Rate"); unless otherwise agreed, each such Electronic Instruction received by us will only be available for execution after it has been accepted by us as a foreign exchange order for such purpose (the "FX Order"); and such FX Order will remain open for execution unless and until (i) the FX Order expiry date; or (ii) we receive your instructions for its amendment or cancellation and inform you of its due amendment or cancellation, whichever is earlier;
- (b) the FX Order shall be conclusive and binding on you upon your placement of the FX Order on EB Services but is subject to final execution and acceptance by us which will be confirmed electronically or in writing;
- (c) execution of any FX Order at the Target Rate cannot be guaranteed due to the possibility of unexpected market fluctuations;
- (d) unless you submit a cancellation / amendment request electronically or in writing which is validly accepted by us (as confirmed electronically or in writing), you cannot cancel / amend any FX Order placed;
- (e) the Target Rate for each executed FX Order is inclusive of all the applicable margin, costs, fees and charges (if any) prevailing at the time of the placement of a FX Order that is payable by you to us;
- (f) notwithstanding Clause 12.1 (e) above, we reserve the right to impose fees and charges in relation to the use of the FX Order Watch Services; and we shall determine and notify you of the rate of any fees and charges from time to time which shall be binding on you if you continue to maintain or use the FX Order Watch Services after the effective date for imposing the fees and charges or the revised fees and charges;
- (g) upon acceptance of a FX Order and while it is outstanding, we are authorised to hold sufficient funds from any of your Accounts equivalent to 100% of the Transaction amount which would be required to settle the FX Order. If the FX Order is executed, we may apply such amount in satisfaction of the Transaction amount on the settlement date. Funds will be released on no later than 2 business days after (i) the FX Order expiry date or (ii) we receive your instructions for amendment or cancellation of FX Order and inform you of its due amendment or cancellation, whichever is earlier. In the event of insufficient funds in your Account to cover the full amount of any executed



Transaction due to any reason whatsoever, we may at any time and without prior notice to you reject the FX Order or reverse the Transaction so executed;

- (h) notwithstanding Clauses 12.1 (a) to (c) above, we may follow market practice and conditions and conduct Transactions with or for you on any FX Order in any foreign exchange market and in a manner acceptable to us;
- (i) the Bank or any financial institution in the group to which the Bank belongs or any of their employees or representatives may trade in foreign exchange on its or his own account or take the opposite position or be the counterparty to any of your FX Orders or foreign exchange contracts;

12.2 Indemnities. You agree to indemnify us on demand for all costs, charges, loss and damages incurred by us in unwinding any valid FX Order placed and as a result of acting on any valid FX Order.

12.3 Limitation of liability. You acknowledge and agree that we will not be liable for any unsuccessful execution or any delay in the execution of the FX Order by us. Executed FX Orders will be settled on no later than the next business day following the FX Order execution day. Settlement risk involved as a result of cross-border and/or cross-time zone nature of foreign exchange Transactions and other circumstances is beyond our control.

13. **ADDITIONAL TERMS AND CONDITIONS FOR USE OF TRANSACTION WITH FOREIGN EXCHANGE**

Price Quotation. You acknowledge that any prices quoted at the DealOnline Service or through FX API or otherwise, is only valid at the exact time it is quoted until its expiry (as determined by us in our sole and absolute discretion) and may change in a rapidly changing market by the time you place your instruction or an order with us via the DealOnline Service or the use of FX API. The prices quoted is the price at which we are willing in principle to enter into a Transaction with you for a currency pair and should not be relied on or used in any other context. We make no express or implied warranty that any quoted prices represent market prices or prices available elsewhere. You acknowledge that any instructions or order placed via the DealOnline Service or the use of FX API or any other channel may not be executed instantaneously and we will not be liable for any loss you may incur, including loss of opportunity.



DBS ELECTRONIC BANKING SERVICES TERMS AND CONDITIONS

Part C – Supplementary Terms and Conditions for Specific Countries

Section A – Supplementary Terms and Conditions for Australia

This Section applies to and governs the provision of EB Services by DBS Bank Ltd., Australia Branch (ARBN 601 105 373) and the receipt and use of EB Services by customers of DBS Bank Ltd., Australia Branch. Please note that if you are receiving the EB Services in any country other than Australia, other local laws may apply.

To the extent indicated below, this Section supplements and amends Part A of these EB Services Terms and Conditions, and forms part of these EB Services Terms and Conditions.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. Unless expressly provided to the contrary in this Section, capitalised terms in this Section shall have the meaning given to those terms in Part A of these EB Services Terms and Conditions. In addition, unless the context otherwise requires:

“DBS Australia Privacy Policy” means the DBS Australia Privacy Policy available at www.dbs.com/privacy/australia.page, as may be amended, supplemented and/or substituted by us from time to time; and

“Personal Data” has the meaning given to the term 'personal information' under the *Privacy Act 1988* (Cth).

2. DISCLOSURE OF ACCOUNT INFORMATION AND PERSONAL DATA

2.1 Clause 8.3 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

8.3 Recipients Outside Jurisdictions. You acknowledge and agree that we may provide or disclose information pursuant to Clause 8.2 to Recipients who are located outside Australia. Such information may be collected, used and disclosed by the Recipients in whole or part outside Australia. You acknowledge that we are not able to ensure that such Recipients will comply with Australian privacy laws (and such Recipients may not be accountable (i.e., you may not be able to seek redress) under Australian privacy laws), although they may be subject to their own privacy laws (which you may or may not be entitled or able to enforce). By accepting these EB Services Terms and Conditions and using the EB Services, you consent to such disclosure, and all disclosures for the purposes described in these EB Services Terms and Conditions.

2.2 Clause 8.4 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

8.4 Processing of Personal Data in connection with Specified Purposes. Without prejudice to Clauses 8.2 and 8.3, you acknowledge and agree that we (and each of the Recipients) can use, hold and disclose any Personal Data provided pursuant to your and each User's access to and use of the EB Services in connection with the following purposes and for any and all of the purposes stated in the DBS Australia Privacy Policy:

- (a) the provision of EB Services and for any other purpose connected with your or your Users' access to or use of the EB Services;
 - (b) the notification of relevant products or services to you unless you have told us that you do not wish to receive such marketing materials or notices;
 - (c) the monitoring and analysis of Accounts and positions;
 - (d) the assessment and determination of Account criteria, status, credit limits and credit decisions;
 - (e) the carrying out of statistical and other analysis;
 - (f) the monitoring and enforcement of compliance with these EB Services Terms and Conditions; and
 - (g) to comply with applicable laws, including anti-money laundering and anti-terrorism laws,
- (collectively, the “**Purposes**”).

2.3 Clause 8.5 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

8.5 Consent and notification. You undertake to:

- (a) obtain and maintain all necessary consents from the individuals whose Personal Data is disclosed to us and/or the Recipients which are necessary for us and/or the Recipients to provide the EB Services and comply with the Australian Privacy Principles;
- (b) provide such notifications to relevant individuals as required under the Privacy Act 1988 (Cth) to ensure that the individual is aware that his/her Personal Data will be disclosed to us and/or the Recipients, or a class of organisations such as us and/or the Recipients, for the purposes described in (a) above); and
- (c) ensure that all Personal Data provided to us and the Recipients is accurate, up-to-date, complete and relevant.



- 2.4 Acknowledgment of Terms and Conditions Governing Personal Data. You acknowledge and agree to Clause 8 of Part A of these EB Services Terms and Conditions and other provisions set out in relevant agreements or terms and conditions (including the DBS Australia Privacy Policy) between you and us in connection with the collection, use and disclosure of Personal Data.
- 2.5 Conflict. In the event of any conflict or inconsistency between these EB Services Terms and Conditions and the DBS Australia Privacy Policy, the former shall prevail to the extent of any inconsistency.
- 2.6 DBS Australia Privacy Policy. Our privacy policy is available at www.dbs.com/privacy/australia.page or by calling our Privacy Officer on +61 2 8823 9300. It covers:
- (a) how you can access the Personal Data we hold about you and ask for it to be corrected;
 - (b) how you may complain about a breach of the Australian Privacy Principles, or a registered privacy code, and how we will deal with your complaint; and
 - (c) how we collect, hold, use and disclose your personal information in more detail.
- 3. DEFINITION OF 'JURISDICTION'**
- 3.1 Definition of "Jurisdiction". The definition of "Jurisdiction" in Clause 1.1(l) of Part A of these EB Services Terms and Conditions shall be replaced by: "Jurisdiction" means the state of New South Wales;".
- 4. USE OF EB SERVICES**
- 4.1 Business purposes. You:
- (a) represent and warrant that any facility provided to you under these EB Services Terms and Conditions is established primarily for business purposes; and
 - (b) agree to ensure that the EB Services are used only for business purposes.



Section B – Supplementary Terms and Conditions for China

This Section applies to and governs the provision of EB Services by DBS Bank (China) Limited, and the receipt and use of EB Services by customers of DBS Bank (China) Limited. Please note that if you are receiving the EB Services in any country other than the People's Republic of China (PRC), other local laws may apply.

To the extent indicated below, this Section supplements and amends Part A of these EB Services Terms and Conditions, and forms part of these EB Services Terms and Conditions.

1. CHARGES AND TAXES

1.1 Clause 12.1 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

12.1 Payment of Charges and Fees. You acknowledge, agree and accept the payment obligation for charges and/or fees associated with the EB Services as set out in these EB Services Terms and Conditions as well as in our current charges schedule. The updated charged schedule is available at our outlets in the PRC or our website www.dbs.com/cn. You shall make all payments free and clear of, and without deduction, withholding or set-off on account of any tax or levy or any other charges present and future.

2. NOTICE REGARDING INACCURATE RECORDS

2.1 The reference to "14 calendar days" in Clause 14.2 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with a reference to "90 calendar days".

3. DISCLOSURE OF ACCOUNT INFORMATION AND PERSONAL DATA

3.1 Clause 8.4 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

8.4 Processing of Personal Data in connection with Specified Purposes. Without prejudice to Clauses 8.2 and 8.3, you acknowledge and agree that we (and each of the Recipients) can use, process and disclose any Personal Data provided pursuant to your and each User's access to and use of the EB Services in connection with the following purposes and for any and all of the purposes stated in the DBS Bank (China) Limited Personal Information and Privacy Protection Policy:

- (a) the provision of EB Services and for any other purpose connected with your or your Users' access to or use of the EB Services;
 - (b) the notification of relevant products or services to you unless you have told us that you do not wish to receive such marketing materials or notices;
 - (c) the monitoring and analysis of Accounts and positions;
 - (d) the assessment and determination of Account criteria, status, credit limits and credit decisions;
 - (e) the carrying out of statistical and other analysis;
 - (f) the monitoring and enforcement of compliance with these EB Services Terms and Conditions; and
 - (g) to comply with applicable laws, including anti-money laundering and anti-terrorism laws,
- (collectively, the "Purposes").

3.2 Acknowledgment of Terms and Conditions Governing Personal Data. We maintain DBS Bank (China) Limited Personal Information and Privacy Protection Policy as to its collection, use, storage, processing and disclosure of personal information, which is published and updated from time to time on our official website www.dbs.com.cn. Unless otherwise agreed between you and us, you acknowledge and agree that we can collect, store, use, process, disclose, transfer and protect personal information of the customer and connected persons in accordance with Clause 8 of Part A of these EB Services Terms and Conditions, or terms and conditions in DBS Bank (China) Limited Personal Information and Privacy Protection Policy or other provisions between you and us in connection with the collection, use and disclosure of Personal Data.

4. ADDITIONAL TERMS AND CONDITIONS FOR USE OF ELECTRONIC DOCUMENT SERVICE

4.1 Application of This Clause. You agree that following additional terms and conditions shall apply to our electronic document (including without limitation electronic document for foreign exchange payment and collection) service ("**Electronic Document Service**") under EB Service. To process foreign exchange payment and collection, you shall comply with our other provisions on foreign exchange payment and collection.

4.2 Introduction.

- (a) The electronic document under Electronic Document Service refer to the valid vouchers and commercial documents, provided by you in accordance with existing laws and regulations, and is recognized by us, and can be retained in electronic form of contracts, invoices, customs declarations, transport documents, the form includes the electronic documents automatically generated by system, electronic scanning copy of paper documents.
- (b) We have the right to accept or reject your service applications in accordance with our internal policy. With our consent, you can provide the electronic document required by us for checking through e-channels designated by us, and such e-channels include but not limited to File Exchange function of online banking, fax, e-mail, Bolero system, etc. Designated e-channels applied for provision of each type of electronic document shall be subject to timely notice from us. If we have updated technical platform and method of transmitting electronic document, we can inform you of the updated technical platform or method. You may use it and don't need to apply again (unless the service content has significant change).



- (c) We will provide you with the format specification of file exchange, electronic documents provided by you must comply with the format specification. If the electronic documents provided by you are incomplete, or damaged or can't be accessed, opened, used due to other non-Bank reason, we have the right not to process the document checking instruction, we shall (but not be obliged to) contact you to resubmit or submit the original documents.
- (d) The electronic document submitted by you shall be legal, true, complete, and clear, consistent with the original document, you shall not re-use electronic document for other Foreign exchange payment and collection. You shall have the technology of sending and storage of electronic documents.

4.3 Terms and Conditions Specific for Electronic Document Service in respect of Foreign Exchange Payment and Collection.

- (a) We need inform you of the electronic document type of foreign exchange payment and collection related to trade in goods. If regulation extends the electronic document service from trade in goods scope to service trade or others, we can agree with you of the service scope extension upon our internal approval, in this case, you don't need to apply again (unless content of Electronic Document Service has significant change).
- (b) We will have a reasonable review of the authenticity of the electronic documents submitted by you and its consistency with the foreign exchange payment and collection transaction; If the electronic documents submitted by you cannot prove that the transaction is true and legitimate, or inconsistent with the foreign exchange payment and collection transaction, we have the right to request you to submit original transaction documents or other relevant evidences, you shall cooperate with us in term of it; After the review, the original documents shall be retained for regulatory check; We shall sign on the original documents and retain, according to the current regulatory requirements on foreign exchange of trade in goods.
- (c) In accordance with the regulatory requirement, we have the right to random check from time to time on the authenticity of the original transaction documents and the consistency with the corresponding electronic documents. If the electronic document submitted by you is found to be untrue or reused, or other irregularities are found, we shall cease the Electronic Document Service for you since the date of problem found, and shall report to the local branch office of State Administration of Foreign Exchange ("SAFE") at the same time.

4.4 Requirements for Electronic Document Service in respect of Foreign Exchange Payment and Collection.

- (a) You do not have compliance issue in the Bank, which handle foreign exchange payment and collection transaction for you and has a good credit rating.
- (b) If the electronic document submitted cannot prove that the transaction is authentic and legal, or inconsistent with the foreign exchange payment and collection transaction, you shall submit the original transaction document and other relevant document timely, according to our requirement.
- (c) Per the SAFE's requirement, you shall retain the original transaction documents and store the corresponding electronic documents for 5 years for future reference; you shall cooperate with us to complete the random check.
- (d) Other conditions determined by us in accordance with its risk control policies.
- (e) You undertake to comply with the above requirements during its acceptance of Electronic Document Service under Clause 4. If the requirements of Electronic Document Service described in Clause 4.4 are no longer met, you shall immediately notify us in writing. We have the right to cease immediately the Electronic Document Service for foreign exchange payment and collection for you.

4.5 Application, Amendment, Suspension or Termination.

- (a) Your applications to activate, amend, suspend, and/or cease the Electronic Document Service will only be effective after acceptance and proper filing by us.
- (b) Electronic Document Service in respect of foreign exchange payment and collection shall terminate immediately upon the closure of the accounts for foreign exchange payment and collection.

5. **USE THE EB SERVICE OUTSIDE THE TERRITORY OF PRC**

5.1 The following shall be inserted as Clause 16.11A of Part A of these EB Services Terms and Conditions:

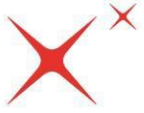
16.11A Use the EB Service outside the territory of PRC. You hereby acknowledge that, when using EB Services out of PRC (including Hong Kong SAR, Macau SAR and Taiwan region), you shall conform to the regulations of SAFE and People's Bank of China relating to the administration of foreign exchange (if applicable) and/or any requirement of the country or region where the transaction happens. You will assume the risks associated with your using the EB Services in the judicial regions outside the territory of PRC.

6. **AMENDMENTS AND VARIATIONS**

6.1 Clause 16.6 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

16.6 Amendments and Variations. We may by notice in writing to you or via the EB Services or such other mode of communication as we deem appropriate, amend these EB Services Terms and Conditions, the scale of charges payable (in accordance with Clause 12.1) or the User Guide. We will give you:

- (a) 30 calendar days' notice where the amendment relates to your liabilities and obligations under these EB Services Terms and Conditions or the User Guide; or
- (b) reasonable notice in the case of any other amendment,



provided that we are not obliged to give you any advance notice if amendments are required in an emergency or where it is impracticable for us to give such advance notice (in which case such amendments will take immediate effect). If you or any User continue to use the EB Services after the effective date of such amendment you are deemed to have agreed to the same.

7. GOVERNING LANGUAGE

7.1 Clause 16.9 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

16.9 Governing Language. In the event that these EB Services Terms and Conditions are translated into any other language, both the English version and the translated version shall be equally effective, provided that the Chinese version shall prevail in the event of any inconsistency or contradiction.



Section C – Supplementary Terms and Conditions for Hong Kong SAR

This Section applies to and governs the provision of EB Services by DBS Bank (Hong Kong) Limited or DBS Bank Ltd., Hong Kong Branch (incorporated in Singapore with limited liability), and the receipt and use of EB Services by customers of DBS Bank (Hong Kong) Limited or DBS Bank Ltd., Hong Kong Branch. Please note that if you are receiving the EB Services in any country other than Hong Kong, other local laws may apply.

To the extent indicated below, this Section supplements and amends Part A of these EB Services Terms and Conditions, and forms part of these EB Services Terms and Conditions.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. Unless expressly provided to the contrary in this Section, capitalised terms in this Section shall have the meaning given to those terms in Part A of these EB Services Terms and Conditions. In addition, unless the context otherwise requires:

- (a) **“Hong Kong”** means the Hong Kong Special Administrative Region of the People’s Republic of China;
- (b) **“Participating Bank”** means any participating banks of the JETCO ATM network, (if applicable) PLUS ATM network and/or (if applicable) China UnionPay ATM network;
- (c) **“Personal Data”** has the meaning ascribed to such term in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong); and
- (d) **“PIN”** means the Personal Identification Number which is the Security Code of the ATM card or Phone Banking Services.

2. DISCLOSURE OF ACCOUNT INFORMATION AND PERSONAL DATA

2.1 Clause 8 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

- 8.1 You acknowledge and agree that the disclosure of information or other similar provisions in the Account Opening Terms shall apply to information relating to you and your Account(s) provided to us pursuant to these EB Services Terms and Conditions.

3. INDEMNITIES AND LIMITATION OF LIABILITY

3.1 The word “gross” in the last line of Clause 11.4 of Part A of these EB Services Terms and Conditions shall be deleted.

3.2 Exclusions from Limitation of Liability. Without prejudice to Clause 11.7 of Part A of these EB Services Terms and Conditions, nothing in these EB Services Terms and Conditions shall exclude or limit our liability in respect of direct loss arising from negligence by or wilful misconduct of the Bank or its employees.

4. NOTICE REGARDING INACCURATE RECORDS

4.1 The reference to “14 calendar days” in Clause 14.2 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with a reference to “90 calendars days”.

5. AMENDMENTS AND VARIATIONS

5.1 In addition to Clause 13 of Part A of these EB Services Terms and Conditions, we may suspend your or any User access to or use of any EB Services where such action is required to fulfil our legal or regulatory obligations or to comply with an order of a court of competent jurisdiction or our internal policies and procedures.

5.2 Clause 16.6 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

16.6 Amendments and Variations. We may by notice in writing to you or via the EB Services or such other mode of communication as we deem appropriate, amend these EB Services Terms and Conditions, the scale of charges payable (in accordance with Clause 12.1) or the User Guide. We will give you:

- (a) 30 calendar days’ notice where the amendment relates to the scale of charges payable or your liabilities and obligations under these EB Services Terms and Conditions or the User Guide, unless such changes are not within our control; or
- (b) reasonable notice in the case of any other amendment,

provided that we are not obliged to give you any advance notice if amendments are required in an emergency or where it is impracticable for us to give such advance notice (in which case such amendments will take immediate effect). *If you or any User continue to use the EB Services after the effective date of such amendment you are deemed to have agreed to the same.*

6. ADDITIONAL TERMS AND CONDITIONS FOR USE OF PHONE BANKING SERVICES

6.1 Clause 2 of Part B of these EB Services Terms and Conditions shall be deleted and replaced with the following:

2. ADDITIONAL TERMS AND CONDITIONS FOR USE OF PHONE BANKING SERVICES

2.1 Applicability of this Provision. You agree that the following additional terms and conditions shall apply to your access to and use of EB Services provided through the telephone (**“Phone Banking Services”**).

2.2 Quoting of Exchange or Interest Rates. Any exchange rate or interest rate quoted by us in response to Electronic Instructions received through the telephone is for reference only and shall not be binding on us unless confirmed by us for the purposes of a Transaction. Such



confirmed exchange rate or interest rate shall be binding on you once accepted (whether through the telephone or otherwise), notwithstanding that different exchange rate(s) or interest rate(s) may have been quoted by us to you from time to time through other communication channels.

- 2.3 **Recording of Conversations.** We may record the conversations between you and our employees/ representatives and, to the maximum extent permitted under applicable law, we may present the recording as transaction-related evidence to any Person we deem necessary in connection with investigations or court or other legal proceedings. All such recordings will remain our property and will, in the absence of manifest error, be conclusive evidence of the contents of the conversation.
- 2.4 **Use of PIN for Phone Instructions.** To give valid Electronic Instructions through our Phone Banking Services ("**Phone Instructions**"), your PIN must be correctly stated. The use of the Phone Banking Services by any Person (whether or not authorised by you) who provides the correct PIN shall constitute, and be deemed to be, use by you and shall be binding upon you. Save for confirmation of the PIN, we shall not be under any duty to verify the identity of the Person giving Phone Instructions but may, at our discretion, require you to provide additional personal information as proof of identity before carrying out any Phone Instructions. You shall be solely responsible for designating the PIN to your personnel or representatives and controlling their use of the PIN. Any Person using the PIN shall be entitled to use the Phone Banking Services singly and all such use will be binding on you. You authorise and direct us to accept Phone Instructions given by any person singly using the PIN. The aforesaid arrangement overrides any signing authority and signing arrangement specified by you to us with respect to the relevant Accounts covered by the Phone Banking Services from time to time.
- 2.5 **Acceptance of Phone Instructions.** Once any Phone Instructions have been acknowledged by us, they are treated as binding and any amendment, cancellation or reversal is not normally possible. Any such amendment, cancellation or reversal will be at our discretion.
- 2.6 **Confirmation and Records of Phone Instructions.** Each Phone Instruction will be confirmed by a confirmation reference number, if applicable, given during the same telephone call. Details of the Phone Banking Services transactions will be recorded (as applicable) on your statement of Account and/or passbook.
- 2.7 **Bill Payment and Fund Transfers.** You may from time to time instruct us to effect payment to merchants, government, charity organisations or any other third parties as pre-defined by us from time to time for bill payment on the date as specified by you subject to acceptance by us. You acknowledge that the crediting of payments using the bill payment service to the payee will be subject to the minimum turnaround times prescribed by us from time to time. You agree that we may provide a report (on a daily or other regular basis) to each payee participating in the bill payment programme. The report will list all the users of the service who have made payments to that payee and the respective amounts paid by each of them and credited into that account of the payee in each day.

Transactions involving transfer of funds between any Account or between any Account and other accounts of you and/or third parties held with us and/or with other banks can only be accepted if the necessary arrangements have been established by us. Wherever possible, such fund transfers shall be transferred on the same day or otherwise on the next business day at our discretion or on any other day specified by you and agreed by us.

To help reduce the risks, we may set (and from time to time revise) limits on the transaction size, payee/ transfer destinations and other features of the bill payment/ fund transfer services and/or may set user requirements. You shall not issue (and we shall not be obliged to accept) Electronic Instructions to make payments/ transfer funds which (whether individually or in aggregate) fail to comply with the relevant limits specified by us from time to time. We shall not be liable to you for any loss or damage to you as a result of our non-acceptance of such Electronic Instructions.

7. ADDITIONAL TERMS AND CONDITIONS FOR USE OF ATM AND ATM CARDS

- 7.1 Clause 3 of Part B of these EB Services Terms and Conditions shall be deleted and replaced with the following:

3. ADDITIONAL TERMS AND CONDITIONS FOR USE OF ATM AND ATM CARDS

- 3.1 **Applicability of this Provision.** You agree that the following additional terms and conditions shall apply to your access to and use of our ATMs and ATM cards issued by us.
- 3.2 **Use of ATM Card.** The ATM card incorporates ATM functions to operate your Account as permitted by us. It is also accepted by ATMs installed by or belonging to us or any Participating Bank and can be used to make payment at point of sale terminals as recognised by us and notified to you from time to time, to make payment via the Easy Pay System service and the Payment by Phone service and to deposit cash and cheques via cash and cheque deposit machines respectively, and to operate any other services that may from time to time be provided.

You irrevocably authorise us to debit (without notice to you) from any Account the amount of any withdrawal, transfer and/or other transaction arising from the use of the ATM card and the correct PIN, whether or not made with your knowledge or authority, save only where you are not responsible for the transaction, as described in these EB Services Terms and Conditions.

The ATM card and the related PIN are issued and delivered to you at your own risk. The ATM card is non-transferable and must only be used by you or the personnel or representatives designated by you. You must safeguard the PIN in accordance with Clause 3A of Part B of these EB Services Terms and Conditions and comply with security recommendations issued by us from time to time.

The ATM card should be used in conjunction with the PIN. You agree to keep the ATM card and the PIN safe and never write down the PIN on the ATM card or on anything usually kept with or near it.

For ATM cards with China UnionPay Services, you are required to sign on the signature panel on the back of the ATM card. Merchants may verify your signature against that signed on the signature panel.

- 3.3 **Deposit of Cash and Cheques.** Cash and proceeds of cheques (including house cheques) deposited through ATMs will only be credited to your Account when collected and verified by us (and, for cheques, when the cheques are cleared). You cannot withdraw or utilise the



amount deposited until it is so credited. The customer advice issued by the ATM upon acceptance of deposit is not binding upon us and our determination of the amount deposited shall be conclusive against and binding on you.

- 3.4 **No Set-Off or Counterclaim.** No claim by you against a merchant or any other Person in respect of the use of ATM cards at any point of sales terminal may be the subject of any set-off or counterclaim against us. We are not responsible in any way for the goods and/or services supplied to you or by other acts or omissions of such merchants or other Person.
- 3.5 **Insufficient Funds.** The ATM card may be used for cash withdrawal or transfer only where there are sufficient funds in the Account. If withdrawal or transfer is made without sufficient funds in the Account, we may (but are not obliged to) grant you credit to meet such withdrawal or transfer, and you shall repay to us immediately on demand such amount overdrawn together with bank charges and interest in accordance with our current scale of charges.
- 3.6 **Card Transactions.** We may determine the transaction date in respect of every Transaction and may reject any transaction and/or any cheque presented via the ATM. Transactions effected in currencies other than the currency of the Account will be debited to the Account after conversion into the currency of the Account at a rate determined by us.
- 3.7 **Limits on Usage of Card.** We may from time to time determine and, with or without prior notice to you, impose any limit on the use of ATM cards, whether in terms of amount, frequency of use or otherwise.
- 3.8 **Transaction Records.** Fund transfers and withdrawal transactions and any other relevant Transactions carried out by the use of the ATM card will be shown (as applicable) on your statement of Account or passbook respectively. The records of us and/or any other Participating Bank in relation to any Transaction made by the use of the ATM card on any ATM and/or point of sale terminal shall, in the absence of manifest error, be conclusively binding on you for all purposes.
- 3.9 **Charges.** We shall be entitled to levy a reasonable charge for the issuance, re-issuance and use of the ATM card or PIN, as shown in our current charges schedule.
- 3.10 **Exclusion of Credit or Charge Cards.** These EB Services Terms and Conditions do not apply to credit or other facilities made or to be made available through any credit or charge cards which are governed by the terms and conditions of the respective agreements relating to such credit or charge cards.

8. ADDITIONAL TERMS AND CONDITIONS FOR USE OF PIN AND ATM CARDS

8.1 The following shall be added as Clause 3A of Part B of these EB Services Terms and Conditions:

- 3A.1 **PIN Security.** We may issue a PIN to you which serves as the Security Code of the ATM card or Phone Banking Services offered to you. The PIN is strictly confidential to you and you undertake to ensure that all necessary precautions are and will continue to be taken to keep it confidential. You agree to keep the PIN secret and safe. In particular, you must:
 - (a) destroy the original printed copy of the PIN;
 - (b) not allow anyone else to use your PIN;
 - (c) not write down or record the PIN in any place or manner which may enable a third party to use your ATM card and/or Phone Banking Services;
 - (d) always disguise the PIN if it is written down or recorded in any form; and
 - (e) change the PIN regularly for your own protection.
- 3A.2 **Unauthorised Use and Loss of PIN and Related ATM Card.** You shall notify us immediately of any actual, suspected or potential unauthorised use or disclosure of the PIN or loss or theft of the ATM card and/or the related PIN and change the PIN as soon as practicable. We should be notified by telephone or in writing (or by such other means acceptable to us which we may notify to you from time to time). Any such notification, once given, may not be cancelled or withdrawn unless we agree otherwise.
- 3A.3 **Your Liability.**
 - (a) Subject to paragraph (b), you shall be responsible for all Transactions effected by the use of your PIN, ATM card and/or the ATM at any time, including any Transaction effected (whether or not authorised by you) prior to receipt by us of notification of unauthorised use or disclosure, loss or theft under Clause 3A.2 of Part B of these EB Services Terms and Conditions.
 - (b) If you have acted in good faith and without fraud or gross negligence, you shall not be liable for any Transaction not authorised by you after we have actually received adequate notification, in accordance with Clause 3A.2 of Part B of these EB Services Terms and Conditions, that the ATM card or PIN has been lost or stolen or that the PIN has been disclosed to someone else. However, all transactions effected by the use of your PIN or ATM card and/or the ATM at any time prior to our actual receipt of such notification (whether or not authorised by you) shall be conclusively binding on you.

You shall indemnify us on demand for all losses, claims, actions, proceedings, demands, damages, costs and expenses (including reasonable legal and other costs and expenses) and any other liabilities in respect of all use of the PIN and/or the ATM card (whether or not authorised by you) for which you are responsible.

- 3A.4 **Our Liability.** We, our personnel and/or any Participating Bank shall not be liable to you or any third party for any consequences if any Transaction involving the use of the ATM card or PIN is not effected or if there is any malfunction and/or failure of the ATM, PIN or the ATM card.



9. ADDITIONAL TERMS AND CONDITIONS FOR USE OF ERP LINKED SERVICES

- 9.1 Applicability of this Provision. You agree that the following additional terms and conditions shall apply to your access to and use of the ERP Linked Services.
- 9.2 Definitions. For the purpose of the ERP Linked Services, the following definitions apply:
- (a) “**Data**” means any data, files, information, content, instructions or messages;
 - (b) “**ERP Linked Services**” means EB Services which you may access using an ERP Platform;
 - (c) “**ERP Provider**” means any third party who has made available the use or access of an ERP Platform to you and who has been approved by us;
 - (d) “**ERP Platform**” means any accounting or enterprise resource planning software, platform or solution owned, offered, provided or licensed by an ERP Provider and approved by us; and
 - (e) “**Your Information**” means any information relating to you, your use of the EB Services, your Electronic Instructions, your Transactions and your Accounts, including any Personal Data you provide to us.
- 9.3 ERP Linked Services.
- (a) The ERP Linked Services allow you to obtain information relating to your Accounts, provide Electronic Instructions to us via the ERP Platform and use such other features, facilities or functionalities as we shall make available from time to time.
 - (b) You irrevocably and unconditionally authorise any User to sign up and activate the ERP Linked Services.
- 9.4 Disclosure of Your Information. In addition to Clause 8.2 of Part A of these EB Services Terms and Conditions and Clause 2 of this Section, you acknowledge and agree that we and our officers, employees and agents are authorised to provide or disclose Your Information to any ERP Provider and/or its affiliates. You agree and acknowledge that we shall have no responsibility or liability or control over any ERP Provider’s disclosure, use or handling of Your Information.
- 9.5 Use of the ERP Linked Services.
- (a) To use the ERP Linked Services, you must be a subscriber of the ERP Platform or have a valid licence from the ERP Provider to use its ERP Platform. You agree that you are solely responsible for all costs associated with your subscription to or licence of the ERP Platform and any infrastructure (including without limitation any equipment, software, network or communication facilities) required to support your use of the ERP Platform. We shall have no responsibility or liability for any act or omission of any ERP Provider.
 - (b) It is your responsibility to at all times (i) comply with all guides, instructions and recommendations we provide to you from time to time in relation to the use of the ERP Linked Services; and (ii) assess the security arrangements relating to your access to and use of the ERP Linked Services to ensure that they are adequate to protect your interests.
 - (c) You shall ensure that all Data and/or Electronic Instructions transmitted to us for or in connection with the ERP Linked Services is true, accurate and complete and you shall immediately inform us in writing of any errors, discrepancies or omissions. You must check all Data received by you on the ERP Platform in connection with the ERP Linked Services. If any such Data is incorrect or omit anything it should include, you should inform us in writing immediately.
 - (d) You acknowledge that processing of any Electronic Instructions received via the ERP Linked Services is subject to successful receipt of such Electronic Instruction by us from the ERP Provider. We shall have no responsibility or liability where you submit any Electronic Instruction through the ERP Platform but such Electronic Instruction is not successfully received by us.
 - (e) Receipt by us of any Electronic Instruction issued or purporting to be issued by you in connection with the ERP Linked Services will constitute full and unconditional authority to us to carry out or act upon that Electronic Instruction, and we shall not be bound to investigate or enquire as to the authenticity of any such Electronic Instruction unless we have received prior written notification from you which casts doubt on its validity.
 - (f) You shall immediately notify us in writing if you become aware of or suspect any breach or compromise of the security of the ERP Linked Services providing full details of the breach or compromise, including but not limited to the identity of any person responsible for the breach or compromise. You shall (save to the extent prohibited by any applicable law) fully and promptly cooperate with any steps taken by us to investigate and/or rectify any apparent or suspected breach or compromise of the security of the ERP Linked Services and provide such information as we reasonably request in writing to assist us in the investigation.
- 9.6 Acceptance of Inherent Risk. You agree and accept that any Data exchanged between us and/or the provision of any Electronic Instruction via the ERP Linked Services are subject to risks. The following are given as illustrations of the types of risks which you may encounter and does not purport to disclose all of the risks or other relevant considerations of using the ERP Linked Services:
- (a) Your access to the ERP Linked Services may be interrupted from time to time due to equipment malfunction, updates, maintenance, breakdowns and repair of the ERP Platform or the ERP Provider’s network or other reasons that may be beyond our control;
 - (b) The ERP Linked Services may be susceptible to errors or delays which may be generated during the communication, transmission or transformation of Data exchanged between us and the ERP Provider;
 - (c) Your Information will be stored on the ERP Provider’s servers and network and will be subject to data privacy or data handling policies of the ERP Provider.



- 9.7 **Suspension.** We reserve the right at any time to immediately suspend the ERP Linked Services for such period or periods as we consider reasonably appropriate without notice to you if (a) suspension is necessary for the purpose of maintenance (routine or emergency) or enhancement of the ERP Linked Services; (b) there are reasonable grounds to suspect a compromise of security or any unauthorised or fraudulent use of the ERP Linked Services; or (c) the ERP Provider terminates or suspends your use or access to the ERP Platform.
- 9.8 **Termination.** In addition to Clause 13 of Part A of these EB Services Terms and Conditions, we may terminate the ERP Linked Services immediately without notice to you in any of the following circumstances:
- (a) if you cease to be a valid subscriber, user or licensee of the ERP Platform;
 - (b) if we no longer have an arrangement with the ERP Provider to provide the ERP Linked Services;
 - (c) if the ERP Provider suspends or terminates your use or access to ERP Platform; or
 - (d) where we have cease to provide the ERP Linked Services.

Notwithstanding the foregoing, you undertake to notify us in writing immediately in the event you cease to be a subscriber, user or licensee of the ERP Platform or if the ERP Platform is made unavailable to you for any reason whatsoever.

10. ADDITIONAL TERMS AND CONDITIONS FOR USE OF FPS SERVICES

10.1 Bank Services relating to Faster Payment System

- (a) We provide the Bank Services (as defined under this Clause) to customers to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The Bank Services are therefore subject to the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time. This Clause governs our provision to you and your use of the Bank Services. The Bank Services form part of our banking services. The provisions of the rest of the EB Services Terms and Conditions continue to apply to the Bank Services to the extent that they are relevant and not inconsistent with the provisions in this Clause. Unless otherwise specified, the provisions of this Clause shall prevail if there is any inconsistency between them and the rest of these EB Services Terms and Conditions with respect to the Bank Services.
- (b) By requesting us to register any Proxy ID for you in the HKICL FPS or to set up any eDDA for you using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL FPS, you will be regarded as having accepted and will be bound by the provisions of this Clause. You should not request us to register any Proxy ID or set up any eDDA for you and should not initiate any payment or funds transfer using the HKICL FPS unless you accept the provisions of this Clause.
- (c) In this Clause, the following terms have the following meanings:
 - (i) **"Addressing Service"** means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to use predefined Proxy ID instead of account number to identify the destination of a payment or funds transfer instruction and other communications for the purpose of HKICL FPS.
 - (ii) **"Bank Services"** means the services (including the QR Code Services) provided by us to customers from time to time to facilitate payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.
 - (iii) **"Default Account"** means the account maintained by you with us or any other Participant and set as the default account for receiving payment or funds using HKICL FPS or (if and to the extent specified or permitted by the rules, guidelines and procedures of HKICL) for debiting payment or funds using HKICL FPS.
 - (iv) **"eDDA"** means a direct debit authorisation set up by electronic means using HKICL FPS.
 - (v) **"eDDA Service"** means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to set up direct debit authorisation.
 - (vi) **"FPS Identifier"** means a unique random number generated by HKICL FPS to be associated with the account of a customer of a Participant.
 - (vii) **"HKICL"** means Hong Kong Interbank Clearing Limited and its successors and assigns.
 - (viii) **"HKICL FPS"** or **"Faster Payment System"** means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to eDDA Service and Addressing Service.
 - (ix) **"Participant"** means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time.
 - (x) **"Proxy ID"** means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a customer of a Participant, including the mobile phone number or email address of the customer, or the FPS Identifier.
 - (xi) **"QR Code Services"** means the QR code and the associated payment and funds transfer services provided by us to customers from time to time.
 - (xii) **"Regulatory Requirement"** means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, we or any



other Participant or the respective affiliates or group companies, or you are subject or are expected to comply with from time to time.

- (xiii) "**you**" and "**your**" means customer to whom we provide Bank Services and, where the context permits, includes any person authorised by the customer to give instructions or requests to us in connection with the use of the Bank Services, and such person's successors and permitted assigns.

10.2 Scope of Bank Services and conditions for use

- (a) We provide the Bank Services to customers to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. We have the right to set or vary from time to time the scope of the Bank Services and the conditions and procedures for using the Bank Services. In order to use the Bank Services, you have to accept and follow these conditions and procedures.
- (b) We may provide the Bank Services to facilitate payment and funds transfer in any currency specified by us from time to time, including Hong Kong dollars and Renminbi.
- (c) In order to enable us to handle an instruction for you in relation to payment or funds transfer using HKICL FPS, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time.
- (d) All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.
- (e) With respect to the Bank Services, Clause 13 of Part A of these EB Services Terms and Conditions shall not apply and this sub-Clause (e) shall prevail. We reserve the right to suspend or terminate the Bank Services in whole or in part at any time without giving notice or reason. Where your relevant account is closed or suspended, any services under this Clause will automatically be terminated.

10.3 Addressing Service – registration and amendment of Proxy ID and related records

- (a) In order to use the Addressing Service to receive payment or funds transfer using HKICL FPS, you have to register your Proxy ID in the HKICL FPS. We have discretion as to whether to offer the FPS Identifier as Proxy ID to you.
- (b) Registration and amendment of Proxy ID and related records in the HKICL FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. In order to enable us to register or amend Proxy ID or any related records for you, you have to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by us from time to time.
- (c) At any time where the same Proxy ID is registered by you for more than one account (whether maintained with us or with any other Participant), you must set one account as the Default Account. By instructing us to set or change the Default Account for you, you consent and authorise us to submit the request on your behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.

10.4 eDDA Service

In order to enable us to handle a request for you in relation to eDDA setup, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers or customer identification numbers or codes. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA.

10.5 Your responsibility

(a) **Present genuine owner or authorised user of Proxy ID and accounts**

You can only register your own Proxy ID for your own accounts or set up eDDA for your own accounts. You must be the present genuine owner or authorised user of each Proxy ID and each account provided to us for registration in the Addressing Service and the eDDA Service. By instructing us to register any Proxy ID or any account for you in relation to the Faster Payment System, you confirm that you are the present genuine owner or authorised user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled in Hong Kong.

(b) **Proxy ID**

Any Proxy ID to be registered by you for the Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require the mobile phone number or email address to be registered as Proxy ID to be the same number or address registered by you as contact information on our records at the relevant time. You understand and agree that we, other Participants and HKICL have the right and discretion without giving notice to deregister any Proxy ID that is not correct or up-to-date in accordance with available information without your consent.

(c) **Correct information**

- (i) You have to ensure that all the information provided by you for registration or amendment of Proxy ID (or any related records) or for any eDDA setup is correct, complete, up-to-date and not misleading. You have to notify us as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by us from time to time.



- (ii) You are fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. You are solely liable for and will hold us harmless from any incorrect payment or transfer effected by us and HKICL FPS due to incorrect or outdated Proxy ID or related records.

(d) **Timely updates**

You are fully responsible for giving instructions and information changes or updates to us on a timely basis for amending your Proxy ID (or related records) or any eDDA setup, including without limitation changing your Default Account, or terminating any Proxy ID or eDDA. You acknowledge that keeping your Proxy ID, eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated Proxy ID, eDDA or related records.

(e) **Change of Default Account**

If an account is terminated as the Default Account by you or by the relevant Participant for any reason (including suspension or termination of the account), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with the same Proxy ID to be the Default Account. If you wish to set another account as the Default Account, you have to change the registration through the Participant where you maintain that other account.

(f) **Transactions binding on you**

- (i) For any payment or funds transfer, once you confirm the details of a transaction and submit instruction to us, such instruction and any resulting transaction is final, irrevocable and binding on you.
- (ii) For any Proxy ID registration or eDDA setup, once you submit an instruction to us, such instruction is irrevocable and binding on you. You may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements prescribed by us from time to time.

(g) **Use Bank Services responsibly**

You must use the Bank Services in a responsible manner. In particular, you have to comply with the following obligations:

- (i) You must comply with all Regulatory Requirements that govern your use of the Bank Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. You must not use the Bank Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL.
- (ii) In sending remarks or messages to be displayed to recipients or counterparties of your payment or funds transfer instructions or eDDA setup using HKICL FPS, you should mask the name or other data of such recipients or counterparties to prevent unauthorised display or disclosure of any personal data or confidential data.
- (iii) If we offer the FPS Identifier as Proxy ID to you, you should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that you desire.

(h) **Other obligations regarding payments and funds transfers**

Any instruction given by you in relation to the Bank Services will be handled by us in accordance with this Clause and the applicable provisions in the rest these EB Services Terms and Conditions. You have to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.

(i) **You are responsible for your authorised persons**

Where you authorise any other person to give instructions or requests to us in connection with the use of the Bank Services (whether you are an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):

- (i) you are responsible for all the acts and omissions of each person authorised by you;
- (ii) any instruction or request received by us, believed by us in good faith to be given by you or any person authorised by you, will be irrevocable and binding on you; and
- (iii) you are also responsible for ensuring that each person authorised by you will comply with the provisions of this Clause that are applicable to him/her when acting on your behalf.

10.6 **Our responsibility and restriction of liability**

- (a) We will process and submit your instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute your instructions and requests in such sequence or manner as HKICL considers appropriate. We have no control over the operation of HKICL FPS nor the timing on which your instructions or requests are executed by HKICL FPS. Where we receive status update notifications involving any of your Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, we will notify you accordingly by such means and at such time as we consider appropriate.
- (b) Without reducing the effect of Clause 10.6(a) above or the rest of the provisions of these EB Services Terms and Conditions:
 - (i) we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the Bank Services or the processing or execution of instructions or requests given by you in relation



to the Bank Services or HKICL FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents;

- (ii) for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with one or more of the following:
 - (1) your failure to comply with your obligations relating to the Bank Services; and
 - (2) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS, or arising from any circumstances beyond our reasonable control; and
 - (iii) in no event will we, our affiliates or group companies, our licensors, and our and their respective officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
- (c) Your confirmation and indemnity
- (i) Without reducing the effect of any indemnity given by you under these EB Services Terms and Conditions or any other rights or remedies that we may have, you will indemnify us and our officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the Bank Services or your use of the Bank Services.
 - (ii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents. The above indemnity shall continue to have effect after the termination of the Bank Services.

10.7 Collection and use of Customer Information

- (a) For the purposes of using the Bank Services, you may be required to provide us with the personal data and other information relating to one or more of the following persons from time to time:
- (i) yourself;
 - (ii) the recipient of any payment or funds transfer to be made by you, or the counterparty of any eDDA to be set up by you; and
 - (iii) where you are a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of your directors, officers, employees, authorised persons and representatives,
- all personal data and information provided to us or compiled by us from time to time in connection with the Bank Services are collectively referred to as "Customer Information".
- (b) You agree (and, where applicable, for and on behalf of each of your directors, officers, employees, authorised persons and representatives) that we may collect, use, process, retain or transfer any of the Customer Information for the purposes of the Bank Services. These purposes include without limitation one or more of the following:
- (i) providing the Bank Services to you, maintaining and operating the Bank Services;
 - (ii) processing and executing your instructions and requests in relation to the Bank Services from time to time;
 - (iii) disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
 - (iv) meeting the requirements to make disclosure under any Regulatory Requirements; and
 - (v) purposes relating to any of the above.
- (c) You understand and agree that the Customer Information may be further disclosed or transferred by HKICL, us or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Addressing Service and the eDDA Service.
- (d) If the Customer Information includes personal data or other information of any person other than yourself (including any persons specified in Clauses 10.7(a)(ii) or 10.7(a)(iii) above), you confirm that you will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, us and the other Participants as specified in this Clause.

10.8 QR Code Services

- (a) This Clause 10.8 applies to the use of the QR Code Services, together with the rest of these EB Services Terms and Conditions and any other terms and conditions that apply to the mobile application ("App") through which you access the QR Code Services.
- (b) Using the QR Code Services and your responsibility
- (i) The QR Code Services allow you to scan a QR code provided by us or by another person to automatically capture the payment or funds transfer data without the need for manually entering the data. Any QR code provided by another person must meet the specifications and standards prescribed by HKICL in order to be accepted. You are fully responsible for ensuring that the captured



data is accurate and complete before confirming any payment or funds transfer instruction. We are not responsible for any error contained in such payment or funds transfer data.

- (ii) The QR Code Services can be used on a mobile device running an operating system supported and specified by us from time to time.
- (iii) Updates to the QR Code Services may be issued periodically through the supplying app store for the App. For some devices, updates will be downloaded automatically. For other devices, you will need to download the updates yourself. Depending on the update, you may not be able to use the QR Code Services until the latest version has been downloaded. You are fully responsible for ensuring the latest version has been downloaded to your mobile device for the purpose of using the QR Code Services.
- (iv) The QR Code Services are intended for use by our customers only. We have the right to cancel your account for the App and/or block you from accessing the QR Code Services if we discover that you are not eligible to use the QR Code Services.
- (v) The QR Code Services are not intended for use in any jurisdiction where their use would be contrary to any law or regulation of that jurisdiction or where we are not licensed or authorised to provide the QR Code Services.
- (vi) You must comply with all applicable laws and regulations that govern your download of the App, or access or use of the App or the QR Code Services.

(c) Security

- (i) You must not use the QR Code Services on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval. The use of the QR Code Services on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Use of the QR Code Services in a jail broken or rooted device is entirely at your own risk and we will not be liable for any losses or any other consequences suffered or incurred by you as a result.
- (ii) You are fully responsible for all instructions or requests given by you or any other person authorised by you during the use of the QR Code Services.
- (iii) You are fully responsible for ensuring that the information shown or stored on your mobile device is kept secure.
- (iv) If you know or suspect that any other person knows your security details, or has used or tried to use them, or if your mobile device is lost or stolen, you must notify us as soon as reasonably practicable.

(d) Our responsibility and restriction of liability

- (i) While we make commercially reasonable efforts to provide the QR Code Services, we are not liable for any failure to provide the QR Code Services.
- (ii) The QR Code Services are provided on an "as is" basis with no representation, guarantee or agreement of any kind as to their functionality. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device in the use of the QR Code Services. We are not responsible for any loss you may incur as a result of your use of the QR Code Services.
- (iii) You understand and agree that:
 - (1) You use the QR Code Services at your sole risk. To the maximum extent permitted by law, we expressly disclaim all warranties and conditions of any kind, whether express or implied.
 - (2) You download or obtain any material or information through the use of the QR Code Services at your sole risk and discretion. You are solely responsible for any damage to your computer or other device or loss of data resulting from downloading, obtaining or using such material or information.
- (iv) For the avoidance of doubt, nothing above is intended to exclude or restrict any condition, warranty, right or liability which may not be lawfully excluded or restricted.

(e) Generation of QR Code

- (i) "FPS Kit" means any kit (including software development kit) which we may provide you from time to time for purposes of the Bank Services.
- (ii) Where a QR code is generated by us, we do not warrant that the QR code will be free from any errors, computer virus or other malicious, destructive or corrupting code, agent, program or macros, or that any defect will be corrected. No warranty of any kind, whether implied, express or statutory, is given in respect of the QR code.
- (iii) We may provide you with FPS Kit and/or assistance with the installation of FPS Kit on your business platform to facilitate the provision, access to or use of the Bank Services. This FPS Kit may or may not originate from us.
- (iv) We are not required to (1) ensure that the FPS Kit functions properly on your business platform or is compatible with your business platform; (2) correct any error, bug or other defect in connection with your use of the FPS Kit; or (3) provide support or maintenance services in respect of the FPS Kit.
- (v) You agree that nothing in this Clause shall operate to transfer ownership of any intellectual property rights to you, in the event that if we own intellectual property rights in the FPS Kit, we grant you a non-transferable, non-exclusive, revocable right to use the



FPS Kit solely for the purposes of accessing and utilising the Bank Services in accordance with the DBS Policies and the EB Services Terms and Conditions.

11 ADDITIONAL TERMS AND CONDITIONS FOR DBS MAX SERVICE

11.1 Applicability of this Provision. You agree that the following additional terms and conditions and Additional Terms and Conditions for Use of Mobile Banking Services at Clause 4 of Part B of these EB Services Terms and Conditions and Additional Terms and Conditions for Use of FPS Services (“FPS Terms”) at Clause 10 of Section C under Part C of these EB Services Terms and Conditions shall apply to your application for, access to and/or use of our DBS MAX Service.

11.2 Definitions. For the purposes of this Section, the definitions in the FPS Terms, the Additional Terms and Conditions for Use of Our Application Programming Interfaces at Clause 10 of Part B of these EB Services Terms and Conditions (“API Terms”) and the following definitions apply:

- (a) **“App User”** means any person authorised by you to access the DBS MAX Service via the DBS MAX App and shall be deemed to be a User.
- (b) **“Collection Account”** means the account you maintain with us for receiving payment and/or withdrawal of funds transfer using HKICL FPS QR Code Services with respect to Clause 10.8 of the FPS Terms.
- (c) **“DBS MAX App”** means the DBS MAX mobile application made available from authorised app stores for the purposes of accessing and/or using the DBS MAX Service.
- (d) **“DBS MAX Balances”** means the balances of payments collected via DBS MAX App QR Code.
- (e) **“DBS MAX QR Code”** means a FPS QR code generated through the DBS MAX App or generated by you and displayed on your Business Platform which may be used for the collections of payments from your payors.
- (f) **“DBS MAX Service”** means the services we provide you via the DBS MAX App Service and/or DBS MAX Client Integration Service to facilitate collection of payments from your payors using a HKICL FPS QR code, the features and functionalities of which may vary from time to time.
- (g) **“MAX Assist Portal”** means such channel (other than the DBS MAX App) which we may make available for purposes of registering, using and/or accessing the DBS MAX Service, the features and functionalities of which may differ from time to time for the DBS MAX App Service and DBS MAX Client Integration Service.
- (h) **“MAX Assist Portal Administrator”** means a person who is granted authority to access the DBS MAX Service and/or provide us with Electronic Instructions concerning the DBS MAX Service on your behalf via the MAX Assist Portal and shall be deemed to be a User.
- (i) **“MAX ID”** means a unique FPS Identifier registered with HKICL FPS and linked to Collection Account during registration for DBS MAX Service.
- (j) **“Outlet”** means a location where you carry out your business, regulated activity or provide goods and/or services or collect funds from your payors, registered by you on the MAX Assist Portal in connection with the DBS MAX App Service.
- (k) **“API Outlet”** means a location or platform where you carry out your business, regulated activity or provide goods and/or services or collect funds from your payors which you register for the purposes of the DBS MAX Client Integration Services.
- (l) **“API Balances”** means the balances created in respect of an API Outlet for the purposes of receiving payments from API Outlet.
- (m) **“Business Platform”** means any facility, equipment, application, software or platform, acceptable to us, that you use to provide goods and/or services to your customers or collect funds from or make refunds to your payors using the DBS MAX QR Code, which shall be deemed to be a System.
- (n) **“DBS MAX Client Integration Service”** means the services we provide you via APIs and the MAX Assist Portal to facilitate collection of payments from your payors using a DBS MAX QR Code and to manage and reconcile payments collected from your Business Platform, the features and functionalities of which may vary from time to time, and which shall be deemed an EB Service.
- (o) **“DBS MAX App Service”** means the services we provide you via the DBS MAX App and the MAX Assist Portal, to facilitate collection of payments from your payors using a DBS MAX QR Code and to manage and reconcile payments collected from your Outlet, the features and functionalities of which may vary from time to time, and which shall be deemed an EB Service.

11.3 Use of the DBS MAX Service. You agree:

- (a) In respect of the DBS MAX App Service:
 - (i) Any user is irrevocably and unconditionally authorised by you to sign up, register and activate the DBS MAX App Service;
 - (ii) DBS MAX Balances for each Outlet will be created in the DBS MAX App and each DBS MAX Balances must be linked to a Collection Account. Funds in each DBS MAX Balances will be automatically swept to your linked Collection Account at our cut-off time at the end of each day unless we otherwise agree with you;
 - (iii) We may allow you to sweep funds from each DBS MAX Balances to your Collection Account up to a specified number of times on each day;
 - (iv) We will immediately sweep funds from a DBS MAX Balances to your Collection Account if in our opinion that Collection Account is no longer in good standing or steps are taken to freeze, suspend and/or close it; and



- (v) Once you have successfully created an Outlet in the MAX Assist Portal for MAX ID, funds collected using DBS MAX QR Code from such Outlet will be credited to the DBS MAX Balances linked to that Outlet.
- (b) In respect of the DBS MAX Client Integration Service:
 - (i) You agree that the API Terms shall apply;
 - (ii) You agree to allow us to use your APIs, which you agree is necessary for the provision of the DBS MAX Client Integration Service and that you grant us a non-transferable, non-exclusive, worldwide, royalty-free and irrevocable licence for the duration of the DBS MAX Client Integration Service to access and use your APIs and any accompanying API documentation;
 - (iii) You agree that any modification to your APIs will affect our ability to provide you with the DBS MAX Client Integration Service and you must not modify your APIs without our prior written consent;
 - (iv) You shall be solely responsible for the content, development, operation, support or maintenance of your Business Platform and you shall ensure that the Business Platform or your APIs (I) do not violate or infringe the intellectual property rights of any third party, (II) does not and will not introduce any destructive element or malware (including any virus, worm or Trojan horse) into our Systems, (III) complies with all DBS Policies, and (IV) in the case of the Business Platform, does not and will not contain any content which is offensive, obscene, libellous, illegal, misleading or otherwise objectional in our opinion;
 - (v) where you incorporate any Open Source Software in your APIs, you shall (I) provide us with details of the Open Source Software used (including providing the name of the applicable open source licence and any additional details in respect of such licence, as may be reasonably requested by us); (II) ensure that such Open Source Software is used in accordance with the terms of the applicable licence, (III) you shall ensure that the use or incorporation of that Open Source Software will not result in any obligation to disclose, license or otherwise make available any part of the DBS MAX Service, or any confidential information and (IV) the use of the Open Source Software will not in any way diminish our obligations under these EB Services Terms and Conditions including in relation to any warranties, indemnities or any provision relating to the licensing or assignment of intellectual property rights;
 - (vi) Once an API Outlet is created successfully and registered for MAX ID, funds collected using the DBS MAX QR Code from that API Outlet will be credited to the API Balances linked to that API Outlet;
 - (vii) You may perform a balance enquiry on the balance standing in the API Balances using such methods and such frequency as we may permit;
 - (viii) Each API Balances must be linked to a Collection Account and funds in each API Balances will be automatically swept to your linked Collection Account at our cut-off time at the end of each day unless we otherwise agree with you;
 - (ix) We will immediately sweep funds from each API Balances to your Collection Account if in our opinion that Collection Account is no longer in good standing or steps are taken to freeze, suspend and/or close it;
 - (x) We may allow you to sweep funds from each API Balances to your Collection Account up to a specified number of times on each day;
- (c) We may from time to time impose transaction limits on your use of the DBS MAX Service.

11.4 Your/ MAX Assist Portal Administrator responsibility

- (a) You are responsible for obtaining and maintaining all devices, equipment, hardware and software requirements at your own costs for the purposes of using or accessing the DBS MAX Service (including generating the DBS MAX QR Code).
- (b) You are responsible for ensuring that you have adequate internal control procedures and security measures to prevent any abuse or unauthorized acts or omissions by your Users or App Users.
- (c) You shall be responsible for monitoring and reviewing the adequacy of your Business Platform and implementing and maintaining appropriate and adequate security arrangements protecting your Business Platform from unauthorized access or use.
- (d) You are responsible for ensuring that all information provided by the MAX Assist Portal Administrator is true, accurate and complete.
- (e) A MAX Assist Portal Administrator will have wide powers to perform certain actions in relation to your use, and access to the DBS MAX Services including rights to (i) add or remove Users; (ii) assign or revoke User roles or access rights; and (iii) create or remove Outlets in the case of the DBS MAX App Service. You are responsible for ensuring that your interests are adequately protected when making such appointments. We may also make available any other rights, features or functionalities to a MAX Assist Portal Administrator from time to time, and you agree to be bound by any act or omission of any MAX Assist Portal Administrator.
- (f) If any User or App User ceases to be employed or engaged by you, you are responsible for ensuring the removal or deletion of their access rights to DBS MAX Service.
- (g) You are responsible for ensuring that your DBS MAX Balances is linked to a Collection Account, and if you intend to close a Collection Account, you shall submit a request at MAX Assist Portal to link the DBS MAX Balances to another Collection Account before closing the first Collection Account.

11.5 Collections and Refunds.

- (a) You will be able to collect funds from your payor using the DBS MAX QR Code and such funds will be credited to the DBS MAX Balances and/or API Balances (as appropriate);



- (b) Funds in each DBS MAX Balances or API Balances will be automatically swept to your Collection Account linked to the relevant Merchant ID at our cut-off time at the end of day unless you tell us otherwise in the form and manner agreed by us;
 - (c) You may perform full or partial refunds to your payors:
 - (i) in respect of DBS MAX App Service, you may perform refunds to your payors from your DBS MAX Balances in respect of payments collected from DBS MAX App. Once a refund on a transaction is made, it cannot be reversed;
 - (ii) in respect of DBS MAX Client Integration Service, you may perform refunds to your payors from your Collection Account in the manner as we may prescribe from time to time provided that your Collection Account has sufficient funds. You may perform multiple partial refunds in respect of a transaction provided that the aggregate amount of such refunds shall not exceed the full amount of that transaction.
 - (d) You acknowledge that refunds cannot be made to a payor if:
 - (i) the account which the payor's payment originates is closed, frozen or suspended for any reason whatsoever;
 - (ii) your DBS MAX Balances has insufficient funds;
 - (iii) your Collection Account has insufficient funds or is closed, frozen or suspended;
 - (iv) the Outlet from which the refund is to be made has been de-registered in the MAX Assist Portal;
 - (v) your use of the DBS MAX Service has been terminated and/or suspended; and/or
 - (vi) we are prevented from processing your refund so as to keep to any regulatory, legal, court or statutory requirement, request or order.
- 11.6 Our right to reject your registration request. We shall be entitled, at our absolute discretion, to reject or not process any registration request by you to register for the DBS MAX Service (including for FPS) without providing any reason.
- 11.7 Undertakings. You undertake to provide all information and documents required by us in connection with the registration and/or use of the DBS MAX Service and will promptly notify us of any change to such information or document.
- 11.8 Charges. We shall be entitled to levy fees and charges in relation to the DBS MAX Service at the rates applicable from time to time as shown in our charges schedule.
- 11.9 Use of the DBS MAX App.
- (a) The DBS MAX App is provided "as is" and, to the maximum extent permitted under applicable law, all representations, warranties, conditions and other terms implied by statute, common law or otherwise are excluded (including without limitation any implied conditions, warranties or terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care).
 - (b) You must not use the DBS MAX App on any Mobile Device or operating system that has been modified outside the device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". The use of the DBS MAX App on such a device may compromise security and lead to fraudulent transactions and is entirely at your own risk.
- 11.10 Records Conclusive. Except for manifest error, you accept all transaction records made available to you through the DBS MAX Service as final and conclusive and binding on you for all purposes.
- 11.11 Suspension of DBS MAX Service. If any of your Collection Accounts are frozen, suspended or closed, we may immediately suspend the DBS MAX Service. We may, but shall not be obliged to, allow you to link another Collection Account, which in our opinion is in good standing, for the purposes of the DBS MAX Service.
- 11.12 De-registration of an Outlet or API Outlet.
- (a) You are responsible for de-registering an Outlet or API Outlet if you are no longer carrying out your business, activity or providing goods and/or services at that Outlet or API Outlet and in the case of DBS MAX App Service, you further agree to remove all relevant App User's access rights to the DBS MAX App Service.
 - (b) Once an Outlet has been de-registered in the MAX Assist Portal, we will credit any remaining funds in your DBS MAX to the relevant Crediting Account; and you will not be able to receive payments from payors for that Outlet.
 - (c) Once an API Outlet has been de-registered, we will credit any remaining funds in your API Balances to the relevant Collection Account; and you will not be able to receive payments from payors for that API Outlet.
- 11.13 What we are not legally responsible for. In addition and without prejudice to our rights under Clause 11 of Part A of these EB Services Terms and Conditions and the FPS Terms, you agree that unless the law says otherwise, we will not be held liable to you or any third party for any loss, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) incurred in connection with the following circumstances:
- (a) your generation, use of or inability to use any DBS MAX QR Code;
 - (b) any inaccurate, false or incomplete information provided by you;
 - (c) any act or omission by your User or App User who ceases to be employed or engaged by you for which you failed to promptly remove their access rights to the DBS MAX Service;



- (d) your inability to perform refunds due to your failure to meet the requirements in Clause 11.5 above; and/or
- (e) any breach by you of these EB Services Terms and Conditions.

Notwithstanding the above, nothing shall exclude or limit our liability in respect of direct loss arising from negligence by or willful misconduct of the Bank or its employees.

11.14 Indemnity. In addition to our rights under Clause 11 of Part A of the EB Services Terms and Conditions, you agree to indemnify us against and/or pay us all losses, damages, expenses, costs (including legal costs we pay or have to pay to our lawyers and losses, damages, expenses and costs arising out of claims or proceedings) which we may pay or have to pay as a result of (a) any dispute you have or may have with your payors in connection with funds collected and/or refunds made using the DBS MAX Service, or (b) in connection with our use of your APIs.

11.15 Termination.

- (a) In addition to Clause 13 of Part A of these EB Services Terms and Conditions, we may, without notice, immediately cease to make all or any part of the DBS MAX Service available to you (including removing your MAX ID details from the HKICL FPS relevant records in any of the following circumstances:
 - a) if any circumstances under Clause 10.2 of the FPS Terms occur;
 - b) if we are required to do so in accordance with any applicable laws, regulations, or to comply with any court order or direction by any regulatory authority;
 - c) if you terminate the EB Services; and/or
 - d) if in our sole opinion, we have reason to believe that you are in breach of, or have failed to observe or comply, with these EB Services Terms and Conditions.
- (b) If you cease to be authorised to access or operate the Collection Account linked to an API Outlet, we may immediately terminate the DBS MAX Client Integration Service in respect of that API Outlet.

11.16 Termination Consequences. Upon termination of the DBS MAX Service:

- a) If there are funds remaining in your DBS MAX Balances and/or API Balances, we will pay you the balance (after deducting any amount you owe us) by sweeping such balance to your Collection Account or where such Collection Account is closed, frozen or suspended, posting a cashier's order or banker's order for the balance to the address we have for you in our records, or in any other way we decide;
- b) You authorise us to remove your MAX ID details from system;
- c) In the case of the DBS MAX App Service, you agree to delete the DBS MAX App from all Mobile Devices on which you may have downloaded it immediately; and
- d) In the case of the DBS MAX Client Integration Service, you shall permanently delete, destroy, uninstall or remove all application from the Business Platform or any other copies of the application and DBS Policies you have in your possession or control.

12 ADDITIONAL TERMS AND CONDITIONS FOR BIOMETRIC CREDENTIALS (INCLUDING BUT NOT LIMITED TO FINGERPRINT AND FACE)

12.1 In order to use biometric credentials to access and/or approve transactions via and/or otherwise use of Mobile Banking Services or DBS MAX Service, you shall have (1) activated the biometric authentication function on your Mobile Device; (2) registered your biometric credential on your Mobile Device; and (3) undergone a registration process to opt for biometric login of Mobile Banking Services or DBS MAX Service respectively. Upon activation of biometric login of Mobile Banking Services or DBS MAX Service, all the biometric credentials stored on your Mobile Device will be used for authentication for login and/or approve transactions and/or other uses of the services.

12.2 You acknowledge that only your biometric credentials are stored on your Mobile Device and you understand that upon the successful activation of biometric login of Mobile Banking Service or DBS MAX Service, any biometric credentials that is stored on your Mobile Device can be used to access Mobile Banking Services or DBS MAX Service respectively including access to and/or initiate and/or otherwise carry out transactions relating to your Account(s).

12.3 You should ensure the security of the password or code that a person can use to register, add or vary the biometric credential on your Mobile Device.

12.4 You acknowledge that the authentication is performed by Mobile Banking Services or DBS MAX Service by interfacing with the biometric authentication module on your Mobile Device and that you agree to the authentication process.

12.5 You acknowledge and agree that, for the purposes of biometric login, Mobile Banking Services or DBS MAX Service will be accessing the biometric credential registered on your Mobile Device, and you hereby consent to the Bank accessing and using such information for the provision of Mobile Banking Services or DBS MAX Service.

12.6 Subject to the other terms and conditions in these EB Services Terms and Conditions:

- (a) you understand that the biometric authentication module of your Mobile Device is not provided by the Bank, and the Bank makes no representation or warranty as to the security of the biometric authentication function of any mobile device and whether it works in the way that the manufacturer of the device represents;
- (b) the Bank does not represent or warrant that biometric authentication will be accessible at all times, or function with any electronic equipment, software, infrastructure or other electronic banking services that the Bank may offer from time to time;



- (c) unless a law prohibits the Bank from excluding or limiting the Bank's liability, the Bank is not liable for any loss you incur in connection with the use or attempted use of biometric login of Mobile Banking Services and/or DBS MAX Service, or your instructions, or any unauthorized transactions through or in connection with biometric login of Mobile Banking Services and/or DBS MAX Service or use of biometric credentials under this Clause; and
- (d) you shall indemnify the Bank against all loss and damage which the Bank may incur in connection with any improper use of biometric login and/or transaction approval via Mobile Banking Services and/or DBS MAX Service or such other use of biometric credentials under this Clause.

13. ADDITIONAL TERMS AND CONDITIONS FOR CUSTOMER SELF ADMINISTRATION SERVICES LANGUAGE

13.1 Clause 9.7 under Part B of these EB Services Terms and Conditions shall be deleted and replaced with the following:

9.7 What we are not legally responsible for.

In addition and without prejudice to our rights under Clause 11 of Part A of these EB Services Terms and Conditions, we will not be held liable to you or any third party for any loss, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise, except in case of gross negligence or willful misconduct) incurred in connection with any act or omission by an Administrator who ceases to be employed by you.

13.2 Clause 9.9 shall be added under Part B of these EB Services Terms and Conditions - Additional Terms and Conditions for Specific EB Services:

9.9 Personal Data. In the event that the Administrator is not the Account owner, the later undertakes to provide the EB Services Terms and Conditions to the former, specifically the contents of Clause 8 of Part A of these EB Services Terms and Conditions. The Administrator acknowledges that the contents of the EB Services Terms and Conditions, specifically the terms of the abovementioned Clause 8 of Part A of these EB Services Terms and Conditions. The Administrator confirms such Clause have been fully made available for his/her acknowledgment and he/she confirms that he/she fully understood and consents with the provisions captioned therein.

14. ADDITIONAL TERMS AND CONDITIONS FOR USE OF TRANSACTION WITH FOREIGN EXCHANGE

14.1 Applicability of this Provision. You agree that the following additional terms and conditions shall apply to any Transactions involving foreign exchange ("FX") submitted via the EB Services other than the DealOnline Service and FX API.

14.2 Transaction with FX Process. You agree and acknowledge that when submitting an Electronic Instruction requiring foreign exchange, we will lock the exchange rate ("Applied Rate") for your instruction. While we will execute the Electronic Instruction at the Applied Rate, the Transaction will only be processed completely and successfully subject to compliance with the applicable terms and conditions governing the account and applicable laws and regulations.

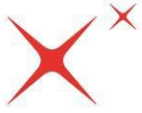
14.3 Failure to Process Transaction with FX. You agree to deposit and maintain with us sufficient funds for any Electronic Instructions to be executed, and to provide us with the necessary supporting documents in respect to certain Transactions where required. Your instructions once executed cannot be cancelled or changed by you, but if, for any reasons, the Transaction cannot be processed completely and successfully before the relevant cut-off time on a business day (as notified to you from time to time), we reserve our right to cancel, rescind or modify the Transaction. You agree that you may be required to bear any loss, fees, costs, tax or charges arising from such cancellation, rescission or modification (including without limitation, cancellation or reversal cost of the Bank arising from any difference between the Applied Rate and the then prevailing market rates) determined by the Bank in its sole discretion, and you hereby authorize us to carry out such deductions from any of your Accounts with us.

14.4 Right to rescind, cancel or modify. If we determine that, within a reasonable timeframe following execution of a Transaction, such Transaction is executed erroneously as a result of specific market circumstances or system malfunctions or manipulations, then we reserve our right to cancel, rescind or modify the price of such Transaction.

14.5 Execution only. You acknowledge that when executing any Transactions with FX, we will act as an execution venue only. We will not provide any recommendation or advice to you on the merits of any Transactions executed via the EB Services.

14.6 Risk Disclosure. You agree that any Transactions involving FX are subject to risks. Before considering any Transaction, you must consider whether the Transaction is appropriate in light of your objectives, experience, financial, risk management and operational resources and other relevant circumstances. Before entering into any Transaction involving FX, you should inform yourself of the various types of risks and the nature and extent of the exposure to risk of loss and you understand and are willing to assume the risks associated with such Transactions. The following are given as illustrations of the types of risks which you may encounter and does not purport to disclose all of the risks or other relevant considerations of entering into foreign exchange, treasury and derivative transactions.

- (i) **Market Risk**. There is a general risk of market failure which arises from political or financial or macro-economic developments. In particular, changes in exchange rate(s) can be unpredictable, sudden and large and may be affected by complex and interrelated global and regional political, economic, financial and other factors that (directly or indirectly) can affect the currency markets on which the relevant currency(ies) is traded.
- (ii) **Credit Risk**. Any Transaction may subject to the credit risk of the Bank.
- (iii) **Legal and Enforcement Risks**. There is a risk that default due to, for example, credit failure, will lead to consequential legal and enforcement problems.
- (iv) **Liquidity Risk**. The benefits of customization in achieving particular financial and risk management objectives may be offset by significant liquidity risks.
- (v) **Operational Risk**. It is essential to ensure that proper internal systems and controls are sufficient to monitor the various types of risks which can arise and which can be quite complex.



Live more, Bank less

(vi) Emerging Markets. Transactions involving emerging markets involve higher risk as the markets are highly unpredictable and there may be inadequate regulations and safeguards available to participants in such markets.

In addition, Transactions involving certain currencies may involve specific risk factors only relevant to such currencies and we may provide you with additional risk disclosure statements from time to time. You are deemed to have acknowledged the receipt of such risk disclosure statements and the relevant risks involved should you proceed to execute a Transaction with us.

14.7 Temporary Suspension Due to Market Volatility. We may without notice or liability to you temporarily suspend any submission of transaction request, transaction execution or any other services available related to FX if there are volatile market conditions and we reasonably consider such suspension would be in our best interest.



Section D – Supplementary Terms and Conditions for India

This Section applies to and governs the provision of EB Services by DBS Bank India, and the receipt and use of EB Services by customers of DBS Bank India. Please note that if you are receiving the EB Services in any country other than India, other local laws may apply.

To the extent indicated below, this Section supplements and amends Part A of these EB Services Terms and Conditions, and forms part of these EB Services Terms and Conditions.

1. UNAUTHORISED ACCESS TO SECURITY MECHANISM

1.1 Clause 7.1 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

7.1 Notice Regarding Unauthorised Access. You will immediately notify our Designated Contact in writing or through such other modes of communication as we may permit from time to time if you reasonably believe that any Security Mechanism is lost, damaged, compromised or if there has been any unauthorised disclosure or use of the Security Codes. Our Designated Contact will provide an acknowledgement confirming receipt of such notice as soon as reasonably practicable. We are not deemed to have received such notice unless our Designated Contact has acknowledged receipt, whether via email or otherwise.

2. DISCLOSURE OF ACCOUNT INFORMATION AND PERSONAL DATA

2.1 Clause 8.2 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

8.2 Disclosure to Specified Recipients Permitted. Despite Clause 8.1, you acknowledge and agree that we and our officers, employees and agents are authorised to provide or disclose any information whatsoever relating to you, your use of the EB Services, the Transactions and your Account(s), including Personal Data:

- (a) to any Provider;
 - (b) to any Bank Member;
 - (c) to any prospective or actual successor, assignee or transferee of, or participant in, any of our rights or obligations under these EB Services Terms and Conditions;
 - (d) to any Person to the extent necessary for the purpose of giving effect to any Electronic Instructions or;
 - (e) to any Person to the extent necessary for complying with applicable laws and regulations or with any order, directive or request in any jurisdiction which we are required to, or which we in good faith believe that we should, comply with, including in relation to alleged money laundering, terrorism or other illegal activities,
- (collectively, the “Recipients”).

3. TERMINATION

3.1 Clause 13.1 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

13.1 Termination by You. You may give us not less than 30 calendar days’ written notice at any time to:

- (a) terminate your use of the EB Services; or
- (b) withdraw any particular Account of yours maintained with us for the EB Services.

4. NOTICES

4.1 The reference to “3 business days” in Clause 15.2(b) shall be deleted and replaced with a reference to “5 business days”.

5. AMENDMENTS AND VARIATIONS

5.1 Clause 16.6 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

16.6 Amendments and Variations. We may by notice in writing to you or via the EB Services or such other mode of communication as we deem appropriate, amend these EB Services Terms and Conditions, the scale of charges payable (in accordance with Clause 12.1) or the User Guide. We will give you:

- (a) 30 calendar days’ notice where the amendment relates to the scale of charges payable or your liabilities and obligations under these EB Services Terms and Conditions or the User Guide; or
- (b) reasonable notice in the case of any other amendment,

provided that, subject to applicable law, we are not obliged to give you any advance notice if amendments are required in an emergency or where it is impracticable for us to give such advance notice (in which case such amendments will take immediate effect). If you or any User continue to use the EB Services after the effective date of such amendment you are deemed to have agreed to the same.

5.2 Additional Terms and Conditions for Deal Online Services: Clause 1.14 shall be deleted and replaced with the following :

1.14 Failure to Settle Transactions. You agree to deposit and maintain with us sufficient funds to settle any Transactions executed via the DealOnline Service, and to provide us with the necessary supporting documents in respect of certain Transactions for settlement purpose, where required. If you fail to settle any Transactions executed via the DealOnline Service in accordance with your designated settlement



instructions by close of business in the Jurisdiction on the date of settlement, or fail to provide us with the necessary supporting documents where required, you agree and acknowledge that we may, at our sole discretion and without prejudice to any rights we may have under any other applicable Transaction Documentation:

- (a) settle the Transaction by direct debit from any of your Accounts with us; and/or
- (b) terminate and unwind the Transaction and where there is any loss, fees, costs, tax or charges arising from such termination and unwind, set off and deduct any such amounts from any of your Accounts with us and in case of any gains, the settlement shall be in accordance with RBI regulations as may be applicable; and/or and you hereby authorise us to carry out such direct debit from your Accounts with us

6. ADDITIONAL TERMS AND CONDITIONS FOR USE OF TALLY SERVICES

- 6.1 Applicability of this Provision. You agree that the following additional terms and conditions shall apply to your access to and use of the Integrated Banking Services with Tally ERP, hereby referred to as 'Tally Services'
- 6.2 Definitions. For the purpose of the Tally Services, the following definitions apply:
- (a) "**Tally**" means Tally Solution Private Limited, or a Tally affiliate company;
 - (b) "**Tally Software Services or TSS or Tally.Net subscription or TNS**" means the network solution provided by Tally that enables the customers to send payment instructions, receive status, view and receive statements, reconcile various payments from multiple banks or financial institutions; hereby referred in the document as 'TSS' and
 - (c) "**Tally Services**" means the EB Services which you may access using TSS.
- 6.3 Use of Tally Services: To use the Tally Services, you must be a subscriber of the TSS and have purchased or been allocated sufficient rights to use the Tally Services. You agree to be solely responsible for all costs associated with your subscription to the TSS and to comply with Tally's prevailing terms and conditions governing such subscription. We shall have no responsibility or liability for any loss to you for any act or omission of Tally.
- 6.4 Upgrades: Your access to the Tally Services is subject to you upgrading the Tally programs and software as and when released by Tally.
- 6.5 Acceptance of Inherent Risk: You agree that any messages, files or information exchanged between us via Tally Services are subject to risks. The following are given as illustrations of the types of risks which you may encounter and does not purport to disclose all of the risks or other relevant considerations of using the Tally Services:
- (a) Your access to the Tally Services may be interrupted from time to time due to equipment malfunction, updates, maintenance, breakdowns and repair of the TSS, security breaches or other reasons that may be beyond our control. We reserve the right to suspend or interrupt access to the Tally Services during any such time, with or without notice, and this may impact your ability to initiate any Transaction or complete any Transaction in progress for the duration of such suspension, breakdown or interruption.
 - (b) The Tally Services are provided via the TSS and may be susceptible to errors or delays which may be generated during the communication or transformation of messages or files by the TSS. Without prejudice to the generality of the foregoing, there is a risk that any network latency in TSS may cause delays in transmission of messages, files or information beyond the applicable cut-off times and affect the value-dating of any payment instructions and we shall not be responsible for such errors or delay.
 - (c) The messages, files or information exchanged in the course of Tally Services may also be stored on TSS and is subject to Tally's extant data protection policies.
- 6.6 Termination: In addition to Clause 13 of Part A of these EB Services Terms and Conditions, we may terminate the Tally Services immediately without notice to you in any of the following circumstances:
- (a) if you cease to be a subscriber of the TSS; or
 - (b) if you fail to upgrade your Tally software or program which are essential for continuance of the Tally Services
 - (c) if we cease to be a financial services subscriber of the TSS; or
 - (d) if Tally ceases or suspends the provision of TSS.

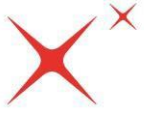
Notwithstanding the foregoing, you undertake to notify us immediately in writing in the event of termination or suspension of your subscription to the TSS for any reason whatsoever.

7. ADDITIONAL TERMS AND CONDITIONS FOR USE OF CASH MANAGEMENT SERVICES

- 7.1 You agree that the additional terms and conditions governing Cash Management Services ("CMS T&C") (as available on DBS website (<https://www.dbs.com/in/personal/terms-and-conditions.page>)) shall apply to your usage of Cash Management Services through EB Services.

8. ADDITIONAL TERMS AND CONDITIONS FOR CUSTOMER SELF ADMINISTRATION SERVICE

- 8.1 Clause 9.7 of Part B of these EB Services Terms and Conditions shall be deleted and replaced with the following:
- 9.7 What we are not legally responsible for. In addition and without prejudice to our rights under Clause 11 of Part A of these EB Services Terms and Conditions, we will not be held liable to you or any third party for any loss, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) incurred in connection with any act or omission by an Administrator.





Section E – Supplementary Terms and Conditions for Indonesia

This Section applies to and governs the provision of EB Services by PT Bank DBS Indonesia, and the receipt and use of EB Services by customers of PT Bank DBS Indonesia. Please note that if you are receiving the EB Services in any country other than Indonesia, other local laws may apply.

To the extent indicated below, this Section supplements and amends Part A and Part B of these EB Services Terms and Conditions, and forms part of these EB Services Terms and Conditions.

1. DEFINITIONS AND INTERPRETATION

1.1 Clause 1.1(d), 1.5 and 1.6 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

- 1.1(d) **"Bank"** means the DBS entity a banking corporation registered and supervised by Indonesia Financial Services Authority (*Otoritas Jasa Keuangan*) providing the EB Services to you, as identified in the Registration Form;
- 1.5 Additional and Supplementary Terms and Conditions. For the avoidance of doubt, the additional terms and conditions set out in Part B of these EB Services Terms and Conditions and any supplementary terms and conditions, including the supplementary terms and conditions set out in Part C of these EB Services Terms and Conditions, constitute part of these EB Services Terms and Conditions. We may, with a notification to you in a period of time as stipulated under the prevailing laws and regulations, add to, remove or change such additional or supplementary terms and conditions.
- 1.6 Indemnities. A reference in these EB Services Terms and Conditions to you indemnifying us in respect of an event or circumstance shall include indemnifying and keeping us and each Bank Member harmless, on an after tax basis, from all actions, claims and proceedings from time to time made against us and each Bank Member and all losses, damages, liabilities, payments, costs or expenses suffered, made or incurred by us and each Bank Member as a consequence of or in connection with that event or circumstance to the extent caused by our negligence and can be proved by you.

2. HARDWARE AND SOFTWARE REQUIREMENTS

2.1 Clause 3.2 and 3.3 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

- 3.2 Hardware and Software Requirements. We will notify you in a period of time as stipulated under the prevailing laws and regulations the preferred hardware and software requirements (including updates and/or patches that need to be installed) for accessing and using the EB Services (the **"Requirements"**). We will not be responsible for your failure to access or use the EB Services if your System or other facilities do not satisfy the Requirements.
- 3.3 Changes in Requirements. We may at any time upgrade or change the Requirements by notify you in a period of time as stipulated under the prevailing laws and regulations. You will, at your own cost and expense, make any necessary upgrade or change to your own System or other facilities to ensure continued access to and use of the EB Services. **We may at your request inspect your System or other facilities to ascertain whether you satisfy the Requirements, and you will be responsible for any costs reasonably incurred as a result.**

3. EB SERVICES, ELECTRONIC ADVICE AND OTHER CONTENT

3.1 Clause 4.4 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

- 4.4 Modification, Removal, Suspension or Discontinuance. We may, with giving a reason, modify, remove, suspend or discontinue the provision of the EB Services or the Content or any Channels through which the EB Services or the Content are provided, whether in whole or in part. To the extent not prohibited by any law, regulation or our internal policy or procedure, we will, wherever possible, endeavour to provide reasonable notice to you in a period of time as stipulated under the prevailing laws and regulations regarding such modification, removal, suspension or discontinuance.

4. ELECTRONIC INSTRUCTIONS

4.1 Clause 5.6, 5.9 and 5.12 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

- 5.6 Cancellation of Electronic Instructions. If you ask us to cancel or change the Electronic Instructions, we will use reasonable endeavours to give effect to such request. However, we will provide to you our reason if we are unable to give effect to such request.
- 5.9 Request for Additional Information. We may at our discretion and/or required by prevailing laws and regulations:
- require you and/or your Users to provide alternative proof of identity;
 - require any Electronic Instructions to be confirmed through alternative means;
 - decline to act or refrain from acting promptly upon any Electronic Instructions (e.g. where we need to verify the accuracy or authenticity of the Electronic Instructions); and/or
 - determine the order of priority in effecting any Electronic Instructions, the Transactions and other existing arrangements you have made with us.
- 5.12 Correction of Account. If any payment has been made by us pursuant to your Electronic Instructions, we shall be entitled, at any time, to:
- debit the Account (where applicable) with the amount paid by us provided with notification after the completion of such debit; and/or



- (b) dishonour or return cheques or other instruments and/or reverse any other payment instruction from you if there are insufficient funds available in the Account.

4.2 Clause 5.13 of Part A of these EB Services Terms and Conditions shall be deleted.

5. SECURITY

5.1 Clause 6.1 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

- 6.1 Compliance with Security Requirements. You must comply with all requirements, instructions and specifications relating to Security Mechanisms and/or Security Codes prescribed by us. We may from time to time require the replacement or modification of any Security Mechanism and/or Security Code, or terminate the use of any Security Mechanism and/or Security Code with the reason to terminate the function of Security Mechanism and/or Security Code.

6. INDEMNITIES AND LIMITATION OF LIABILITY

6.1 Clause 11.2 and 11.4(b) of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

- 11.2 Limitation of Liability. To the maximum extent permitted under applicable law, you acknowledge and agree that we and each of our Providers will not provide compensation in any form to the Counterparty or any other party for:

11.4(b) any unauthorised used by you of the Security Code or Security Mechanism;

7. CHARGES AND TAXES

7.1 Clause 12.1 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

- 12.1 Payment of Charges. You must pay all our charges, costs and expenses for providing the EB Services and any and all ancillary services in accordance with the scale of charges agreed from time to time between the parties and any other sums which you have agreed to bear under these EB Services Terms and Conditions, with prior notification as stipulated under the prevailing laws and regulations from us to you on the details of the said charges, costs and expenses, and any other sums. You shall make all payments under these EB Services Terms and Conditions free and clear of, and without deduction, withholding or set-off on account of any tax or levy or any other charges present and future.

- 12.2 Debiting of Charges from Account. You authorise us to debit such charges, costs, expenses and sums from any of your Account(s) with us (where applicable). If such charges, costs, expenses and sums are debited from your Account denominated in another currency, you agree that we may convert the amount to be debited using our prevailing exchange rates. You undertake to execute and furnish us such additional written authority as we may require to effect such debiting.

8. TERMINATION

8.1 Clause 13.2 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

- 13.2 Termination by Us. We may at any time and without liability to you terminate your access to the EB Services by giving you notification in a period of time as stipulated under the prevailing laws and regulations. No such termination will affect any Electronic Instruction given by you which is properly received by us before expiry of such notice.

9. MISCELLANEOUS

9.1 Clause 16.6 and 16.7 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

- 16.6 Amendments and Variations. We may with notification to you in a period of time as stipulated under the prevailing laws and regulations, amend these EB Services Terms and Conditions, the scale of charges payable (in accordance with Clause 12.1) or the User Guide. Such notice will be given in the form set out in Clause 15 or via the EB Services. If you do not agree to the amendment(s), you may terminate the use or the access of the EB Services by notice to us pursuant to Clause 13. However, if you or any User continue to use the EB Services after the effective date of such amendment you are deemed to have agreed to the same.

- 16.7 Assignment and Transfer. Use of and access to the EB Services is personal to you. You may not assign or otherwise dispose of any benefit which you may receive under these EB Services Terms and Conditions to any third party without our written consent.

In addition, we may, without notice to you or your consent, delegate or sub-contract any rights or obligations under these EB Services Terms and Conditions to any third party, and appoint third party Providers, agents or sub-contractors to provide the whole or part of the EB Services.

9.2 The following Clauses shall be added as 16.12 and 16.13 of Part A of these EB Services Terms and Conditions:

- 16.12 You hereby acknowledge that we provide the procedures of complaints services and settlement in relation to the implementation of Electronic Banking Services (the terms herein are in accordance with the terms used in DBS Electronic Banking Services Terms and Conditions) that can be accessed by you through the website address of www.dbs.com/id/ and or through other media stipulated by us.

- 16.13 This DBS Electronic Banking Services Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Indonesia. In the event of any proceedings or suits commenced against us arising out of or in connection with this DBS Electronic Banking Services Terms and Conditions we agree to settle such proceeds or suits by means of deliberation or mediation in the field of banking. Any proceeds or suits that cannot be resolved through deliberation or mediation in the field of banking by the parties, then we agree to settle such proceeds or suits the South Jakarta District Court in Jakarta.



10. ADDITIONAL TERMS AND CONDITIONS FOR DEALONLINE SERVICE

10.1 Clause 1.4, 1.13 and 1.16 of Part B of these EB Services Terms and Conditions shall be deleted and replaced with the following:

- 1.4 Transaction and Account Limits. We may from time to time impose position or Transaction limits (including minimum transaction sizes) on your Account with a notification to you in a period of time as stipulated under the prevailing laws and regulations.
- 1.13 Inactive Trading. If you have not participated in any Transactions via the DealOnline Service for a period of at least one (1) year, we may, without notice and liability to you, designate your account as "inactive" and immediately suspend your access to the DealOnline Service. Upon your request and subject to such other conditions as we may require, we may, in our sole discretion, reactivate your account.

11. ADDITIONAL TERMS AND CONDITIONS FOR USE OF TELEPHONE AND FACSIMILE MACHINE

11.1 Clause 2.3 of Part B of these EB Services Terms and Conditions shall be deleted and replaced with the following:

- 2.3 Acceptance of Inherent Risk. You recognise that telephone and facsimile are not secure communication channels and the use of such Channels is entirely at your own risk. Electronic Instructions transmitted by the telephone or facsimile machine may be accepted by us subject to your compliance with such identity verification procedures or other requirements imposed by us from time to time, with a notification to you in a period of time as stipulated under the prevailing laws and regulations.

12. ADDITIONAL TERMS AND CONDITIONS FOR USE OF ATM AND ATM CARDS

12.1 Clause 3.4, 3.5 and 3.6 of Part B of these EB Services Terms and Conditions shall be deleted and replaced with the following:

- 3.4 Insufficient Funds. The ATM card may be used for cash withdrawal or transfer only where there are sufficient funds in the Account. If withdrawal or transfer is made without sufficient funds in the Account, we may (but are not obliged to) grant you credit to meet such withdrawal or transfer with prior notification from us to you on the details of the said withdrawal and transfer, and you shall repay to us immediately on demand such amount overdrawn together with bank charges and interest in accordance with our current scale of charges.
- 3.5 Card Transactions. We may determine the transaction date in respect of every Transaction and may reject any transaction and/or any cheque presented via the ATM along with the reason of rejection. Transactions effected in currencies other than the currency of the Account will be debited into the Account after conversion into the currency of the Account at a rate determined by us.
- 3.6 Limits on Usage of Card. We may from time to time determine and, with a notification to you in a period of time as stipulated under the prevailing laws and regulations, impose any limit on the use of ATM cards, whether in terms of amount, frequency of use or otherwise.

13. ADDITIONAL TERMS AND CONDITIONS FOR USE OF MOBILE BANKING SERVICES

13.1 Clause 4.4 and 4.5 (c) (iii) of Part B of these EB Services Terms and Conditions shall be deleted and replaced with the following:

- 4.4 Modification, Removal, Suspension or Discontinuance. We may, with giving a reason, modify, remove, suspend or discontinue the provision of the EB Services or the Content or any Channels through which the EB Services or the Content are provided, whether in whole or in part. To the extent not prohibited by any law, regulation or our internal policy or procedure, we will, wherever possible, endeavour to provide notification to you in a period of time as stipulated under the prevailing laws and regulations such modification, removal, suspension or discontinuance.
- 4.5 End User Licence Agreement. Your use of the Mobile Banking Services is under licence from us, the terms of which are set out in this Clause 4.5:
 - (c) In relation to your use of the Mobile Banking App:
 - (iii) Any updates to the Mobile Banking App will be made available through the relevant app stores; and

14. ADDITIONAL TERMS AND CONDITIONS FOR USE OF SAP FSN SERVICES

14.1 Clause 5.5 of Part B of these EB Services Terms and Conditions shall be deleted and replaced with the following:

- 5.5 Termination. In addition to Clause 13 of Part A of these EB Services Terms and Conditions, we may terminate the SAP FSN Services by prior notice to you in any of the following circumstances:
 - (a) immediately if you cease to be a corporate subscriber of the SAP Financial Services Network; or
 - (b) with a notification to you in a period of time as stipulated under the prevailing laws and regulations if we cease to be a financial services subscriber of the SAP Financial Services Network; or
 - (c) immediately if SAP ceases or suspends the provision of SAP Financial Services Network

Notwithstanding the foregoing, you undertake to notify us immediately in writing in the event of termination or suspension of your subscription to the SAP Financial Network for any reason whatsoever.

15. ADDITIONAL TERMS AND CONDITIONS FOR USE OF SWIFT MESSAGING SERVICES

15.1 Clause 6.4(b), 6.4(c) and 6.6 of Part B of these EB Services Terms and Conditions shall be deleted and replaced with the following:

- 6.4 Use of the SWIFT Messaging Services.



- (b) You shall at all times (i) comply with all guides, instructions and recommendations in relation to the use of the SWIFT Messaging Services; and (ii) assess the security arrangements relating to your access to and use of the SWIFT Messaging Services to ensure that they are adequate to protect your interests.
- (c) You acknowledge that processing a SWIFT Message is subject to successful receipt thereof by us. For the avoidance of doubt, we will not provide indemnity and/or being liable in whatever form to you in connection with any risks which may arise resulting from the submission of a SWIFT Message through the SWIFT network but such SWIFT Message is not successfully received by us or for any act or omission of SWIFT.

6.6 Reservation of Rights. We reserve the right at any time to suspend the SWIFT Messaging Service or access thereto for such period or periods as we consider reasonably appropriate by prior notification to you if (a) suspension is necessary for the purpose of (routine or emergency) maintenance or enhancement of the SWIFT Messaging Services; (b) for technical reasons, provision of the SWIFT Messaging Services is beyond our control; (c) there are reasonable grounds to suspect a compromise of security or any unauthorised or fraudulent use of the SWIFT Messaging Services; or (d) if you breach any of your obligations hereunder. If we are unable to give your prior notice in respect of the foregoing for any reason whatsoever, we shall do so as soon as practicable thereafter.



Section F – Supplementary Terms and Conditions for Macau SAR

This Section applies to and governs the provision of EB Services by DBS Bank (Hong Kong) Limited, Macau Branch, and the receipt and use of EB Services by customers of DBS Bank (Hong Kong) Limited, Macau Branch. Please note that if you are receiving the EB Services in any jurisdiction other than the Macau SAR, other local laws may apply.

To the extent indicated below, this Section supplements and amends Part A of these EB Services Terms and Conditions, and forms part of these EB Services Terms and Conditions.

1. DISCLOSURE OF ACCOUNT INFORMATION AND PERSONAL DATA

1.1 Paragraph (f) of Clause 8.2 of Part A of these EB Services Terms and Conditions shall be deleted.

1.2 Clause 8.4 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

8.4 Processing of data in connection with Specified Purposes. Without prejudice to Clauses 8.2 and 8.3, you acknowledge and agree that we (and each of the Recipients) can hold, process or use any information and data (including Personal Data) provided pursuant to your and each User's access to and use of the EB Services in connection with the following purposes and for any and all purposes stated in our Data Policy Notice (as defined in Clause 8.5A) :

- (d) the provision of EB Services and for any other purpose connected with your or your Users' access to or use of the EB Services;
- (e) the notification of relevant products or services to you unless you have told us that you do not wish to receive marketing materials or notices;
- (f) the monitoring and analysis of Accounts and positions;
- (g) the assessment and determination of Account criteria, status, credit limits and credit decisions;
- (h) the carrying out of statistical and other analysis;
- (i) the monitoring and enforcement of compliance with these EB Services Terms and Conditions; and
- (j) to comply with applicable laws, including anti-money laundering and anti-terrorism laws,

(collectively, the "Purposes").

1.3 Clause 8.5 shall be deleted and replaced with the following:

8.5 Duty to Obtain Consent. You undertake to inform all individuals whose Personal Data is supplied to us and/or the Recipients:

- (a) of the Purposes for which such Personal Data will be processed and the risks associated with the supply and processing of such Personal Data (such notification to be made by you on or before the time at which such Personal Data is first supplied to us); and
- (b) that such processing may involve transfer of such Personal Data to the Recipients,
- (c) and you must ensure that such individuals have given an unambiguous consent and agreed to the terms of this Clause 8 and accepted the risks associated with the supply and processing of such Personal Data."

The foregoing applies likewise to any sensitive Personal Data provided by you to us and/or the Recipients in connection with your or your Users' access to or use of the EB Services.

1.4 The following shall be added as Clause 8.5A of Part A of these EB Services Terms and Conditions:

8.5A Our Data Policy. You agree that the applicable data policies, notices and other communications to customers concerning their data from time to time issued by us (a member of the DBS Group) ("Data Policy Notice") shall apply. A copy of the Data Policy Notice is available on request at any Bank branch. You agree that all information provided by you or obtained by us from any other sources or that arises from your relationship with us or any of our Bank Members will be subject to such policies, notices and other communications (as may be varied from time to time).

2. GOVERNING LANGUAGE

2.1 Clause 16.9 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

16.9 Governing Language. In the event that these EB Services Terms and Conditions are translated into any other language, both the English version and the translated version shall be equally effective, provided that the Chinese version shall prevail in the event of any inconsistency or contradiction.

3. ADDITIONAL TERMS AND CONDITIONS FOR CUSTOMER SELF ADMINISTRATION SERVICES

3.1 Clause 9.7 under Part B of these EB Services Terms and Conditions shall be deleted and replaced with the following:

9.7 What we are not legally responsible for.

In addition and without prejudice to our rights under Clause 11 of Part A of these EB Services Terms and Conditions, we will not be held liable to you or any third party for any loss, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever



(whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise, except in case of gross negligence or wilful misconduct) incurred in connection with any act or omission by an Administrator who ceases to be employed by you.

3.2 Clause 9.9 shall be added under Part B of these EB Services Terms and Conditions - Additional Terms and Conditions for Specific EB Services:

9.9 **Personal Data.** In the event that the Administrator is not the Account owner, the later undertakes to provide the EB Services Terms and Conditions to the former, specifically the contents of Clause 8 of Part A of these EB Services Terms and Conditions. The Administrator acknowledges that the contents of the EB Services Terms and Conditions, specifically the terms of the abovementioned Clause 8 of Part A of these EB Services Terms and Conditions. The Administrator confirms such Clause have been fully made available for his/her acknowledgment and he/she confirms that he/she fully understood and consents with the provisions captioned therein.

4. **ADDITIONAL TERMS AND CONDITIONS FOR FPS SERVICES**

- (a) We may provide the Bank Services to customers to facilitate payments and funds transfers using the Faster Payment System and related facilities and services provided, managed and operated by Monetary Authority of Macao ("AMCM") from time to time ("FPS"). In this Clause 4, "Bank Services" means the services provided by us to customers from time to time to facilitate payments and funds transfers using AMCM FPS and any other services and facilities provided by AMCM in connection with the FPS from time to time. The Bank Services form part of our banking services. We have the right to set or vary from time to time the scope of the Bank Services and the conditions and procedures for using the Bank Services. In order to use the Bank Services, you have to accept and follow these conditions and procedures.
- (b) The FPS is provided and operated by AMCM. The Bank Services are therefore subject to the rules, guidelines and procedures imposed by AMCM in relation to the FPS from time to time. This Clause 4 governs our provision to you and your use of the Bank Services. The provisions of the rest of the EB Services Terms and Conditions continue to apply to the Bank Services to the extent that they are relevant and not inconsistent with the provisions in this Clause 4. Unless otherwise specified, the provisions of this Clause 4 shall prevail if there is any inconsistency between them and the rest of these EB Services Terms and Conditions with respect to the Bank Services.
- (c) In this Clause 4, "you" and "your" means customer to whom we provide Bank Services and, where the context permits, includes any person authorised by the customer to give instructions or requests to us in connection with the use of the Bank Services, and such person's successors and permitted assigns.
- (d) We may provide the Bank Services to facilitate payment or funds transfer in MOP (Macau Pataca) currency
- (e) In order to enable us to handle an instruction for you in relation to payment or funds transfer using AMCM FPS, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time.
- (f) All payment or funds transfer transactions using AMCM FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the FPS agreed by the participants of AMCM FPS (the "Participants") and AMCM from time to time.
- (g) With respect to the Bank Services, Clause 13 of Part A of these EB Services Terms and Conditions shall not apply and this sub-Clause (g) shall prevail. We reserve the right to suspend or terminate the Bank Services in whole or in part at any time without giving notice or reason. Where your relevant account is closed or suspended, any services under this Clause will automatically be terminated.
- (h) For any payment or funds transfer, once you confirm the details of a transaction and submit instruction to us, such instruction and any resulting transaction is final, irrevocable and binding on you.
- (i) You must use the Bank Services in a responsible manner. In particular, you must comply with all Regulatory Requirements that govern your use of the Bank Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. You must not use the Bank Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of AMCM. In this Clause 4, "Regulatory Requirement" means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Macau, to which AMCM, we or any other Participant or the respective affiliates or group companies, or you are subject or are expected to comply with from time to time.
- (j) Any instruction given by you in relation to the Bank Services will be handled by us in accordance with this Clause 4 and the applicable provisions in the rest these EB Services Terms and Conditions. You have to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.
- (k) Where you authorise any other person to give instructions or requests to us in connection with the use of the Bank Services (whether you are an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body): (i) you are responsible for all the acts and omissions of each person authorised by you; (ii) any instruction or request received by us, believed by us in good faith to be given by you or any person authorised by you, will be irrevocable and binding on you; and (iii) you are also responsible for ensuring that each person authorised by you will comply with the provisions of this Clause 4 that are applicable to him/her when acting on your behalf.
- (l) We will process and submit your instructions and requests to AMCM FPS in accordance with the applicable rules, guidelines and procedures imposed by AMCM from time to time. AMCM FPS has the right to process and execute your instructions and requests



in such sequence or manner as AMCM FPS considers appropriate. We have no control over the operation of AMCM FPS nor the timing on which your instructions or requests are executed by AMCM FPS. Where we receive notifications relating to AMCM FPS from or through AMCM FPS from time to time, we will notify you accordingly by such means and at such time as we consider appropriate.

- (m) Without reducing the effect of Clause 4(l) above or the rest of the provisions of these EB Services Terms and Conditions: (i) we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the Bank Services or the processing or execution of instructions or requests given by you in relation to the Bank Services or AMCM FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents; (ii) for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with one or more of the following: (1) your failure to comply with your obligations relating to the Bank Services; and (2) any delay, unavailability, disruption, failure, error of or caused by AMCM FPS, or arising from any circumstances beyond our reasonable control; and (iii) in no event will we, our affiliates or group companies, our licensors, and our and their respective officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
- (n) Without reducing the effect of any indemnity given by you under these EB Services Terms and Conditions or any other rights or remedies that we may have, you will indemnify us and our officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the Bank Services or your use of the Bank Services. The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents. The above indemnity shall continue to have effect after the termination of the Bank Services.
- (o) For the purposes of using the Bank Services, you may be required to provide us with the personal data and other information relating to one or more of the following persons from time to time: (i) yourself; (ii) the recipient of any payment or funds transfer to be made by you; and (iii) where you are a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of your directors, officers, employees, authorised persons and representatives. All personal data and information provided to us or compiled by us from time to time in connection with the Bank Services are collectively referred to as "Customer Information". You agree (and, where applicable, for and on behalf of each of your directors, officers, employees, authorised persons and representatives) that we may collect, use, process, retain or transfer any of the Customer Information for the purposes of the Bank Services. These purposes include without limitation one or more of the following: (i) providing the Bank Services to you, maintaining and operating the Bank Services; (ii) processing and executing your instructions and requests in relation to the Bank Services from time to time; (iii) disclosing or transferring the Customer Information to AMCM and other Participants for their use for the purpose of the operation of AMCM FPS; (iv) meeting the requirements to make disclosure under any Regulatory Requirements; and (v) purposes relating to any of the above. You understand and agree that the Customer Information may be further disclosed or transferred by AMCM, us or any other Participants to their customers and any other third parties who are users of AMCM FPS for the purposes of providing Bank Services. If the Customer Information includes personal data or other information of any person other than yourself, you confirm that you will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by AMCM, us and the other Participants as specified in this Clause 4.
- (p) FPS payments or funds transfers are subject to prevailing limit set by AMCM per transaction and the recipient of funds must be an individual. You are solely liable for and will hold us harmless from any incorrect payment or transfer effected by us and AMCM FPS due to a recipient of funds who is not an individual. The current transaction limit is MOP50,000 per transaction with a daily limit of MOP50,000 per recipient.



Section G – Supplementary Terms and Conditions for Singapore

This Section applies to and governs the provision of EB Services by DBS Bank Ltd., and the receipt and use of EB Services by customers of DBS Bank Ltd. Please note that if you are receiving the EB Services in any country other than Singapore, other local laws may apply.

To the extent indicated below, this Section supplements and amends Part A of these EB Services Terms and Conditions, and forms part of these EB Services Terms and Conditions.

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** Unless expressly provided to the contrary in this Section, capitalised terms in this Section shall have the meaning given to those terms in Part A of these EB Services Terms and Conditions. In addition, unless the context otherwise requires:

- (a) “**Personal Data**” has the meaning ascribed to such term in the Personal Data Protection Act 2012 of Singapore.

2. USE OF DIGITAL SIGNATURES

2.1 Clause 1.1(q) of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

“**Permitted Certificate**” means any electronic, digital or other certificate, and shall be deemed to include a Digital Signature, that we may in our sole and absolute discretion from time to time accept or prescribe for use in connection with any Electronic Instruction to certify the identity of the User to whom such certificate relates, the integrity, authenticity, other characteristics, and/or the issuer of any such Electronic Instruction associated with use of the EB Services.

2.2 **Digital Signatures.** Without prejudice to the generality of Part A of these EB Services Terms and Conditions, subject to applicable law, by agreeing to use Permitted Certificates as a security procedure in accordance with these EB Services Terms and Conditions, you agree that any use of such Permitted Certificate in relation to any Electronic Instruction which constitutes a Digital Signature shall be deemed to be a trustworthy procedure and an accurate binding of a public key to you or your User as the issuer of the Electronic Instruction in respect of which the Permitted Certificate was applied.

3. DISCLOSURE OF ACCOUNT INFORMATION AND PERSONAL DATA

3.1 Clause 8.4 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

Personal Data. Without prejudice to Clauses 8.2 and 8.3, you acknowledge and agree that when providing any Personal Data to us, you are lawfully providing the data for us (and each of the Recipients) to use and disclose for the purposes of:

- (a) Receiving, recording and processing any Electronic Instruction or document submitted to us;
- (b) Identifying or verifying the identity of you and/or your Users in connection with use of any EB Services and/or any Electronic Instruction;
- (c) Establishing or confirming your User's permissions or authorisation to enter into any agreements or transact on behalf of you;
- (d) The sending of the relevant alerts, notifications or other communications to you or your Users and/or any of your officers or authorised signatories in connection with any Electronic Instruction;
- (e) Providing products or services to you, including the EB Services;
- (f) Meeting the operational, administrative and risk management requirements of any Bank Member, including the assessment and determination of your eligibility for any loan facility and other banking services and products;
- (g) Carrying out of statistical and other analysis, analytics and surveys;
- (h) Monitoring and enforcement of compliance with these EB Services Terms and Conditions;
- (i) Sending of communications relating to our products and services to you or your Users by any means;
- (j) Complying with any requirement, as any Bank Member reasonably deems necessary, under any law or of any court, government authority or regulator; and
- (k) The purposes set out in the DBS Privacy Policy (available at <http://www.dbs.com/privacy>) as may be amended, supplemented and/or substituted from time to time.

3.2 Clause 8.5 of Part A of these EB Services Terms and Conditions shall be deleted in its entirety.

4. ADDITIONAL TERMS AND CONDITIONS FOR USE OF ERP LINKED SERVICES

4.1 **Applicability of this Provision.** You agree that the following additional terms and conditions shall apply to your access to and use of the ERP Linked Services.

4.2 **Definitions.** For the purpose of the ERP Linked Services, the following definitions apply:

- (a) “**Data**” means any data, files, information, content, instructions or messages;
- (b) “**ERP Linked Services**” means EB Services which you may access using an ERP Platform;



- (c) **"ERP Provider"** means any third party who has made available the use or access of an ERP Platform to you and who has been approved by us;
- (d) **"ERP Platform"** means any accounting or enterprise resource planning software, platform or solution owned, offered, provided or licensed by an ERP Provider and approved by us; and
- (e) **"Your Information"** means any information relating to you, your use of the EB Services, your Electronic Instructions, your Transactions and your Accounts, including any Personal Data you provide to us.

4.3 ERP Linked Services.

- (a) The ERP Linked Services allow you to obtain information relating to your Accounts, provide Electronic Instructions to us via the ERP Platform and use such other features, facilities or functionalities as we shall make available from time to time.
- (b) You irrevocably and unconditionally authorise any User to sign up and activate the ERP Linked Services.

4.4 Disclosure of Your Information. In addition to Clause 8.2 of Part A of these EB Services Terms and Conditions and Clause 2.1 of this Section, you acknowledge and agree that we and our officers, employees and agents are authorised to provide or disclose Your Information to any ERP Provider and/or its affiliates. You agree and acknowledge that we shall have no responsibility or liability or control over any ERP Provider's disclosure, use or handling of Your Information.

4.5 Use of the ERP Linked Services.

- (a) To use the ERP Linked Services, you must be a subscriber of the ERP Platform or have a valid licence from the ERP Provider to use its ERP Platform. You agree that you are solely responsible for all costs associated with your subscription to or licence of the ERP Platform and any infrastructure (including without limitation any equipment, software, network or communication facilities) required to support your use of the ERP Platform. We shall have no responsibility or liability for any act or omission of any ERP Provider.
- (b) It is your responsibility to at all times (i) comply with all guides, instructions and recommendations we provide to you from time to time in relation to the use of the ERP Linked Services; and (ii) assess the security arrangements relating to your access to and use of the ERP Linked Services to ensure that they are adequate to protect your interests.
- (c) You shall ensure that all Data and/or Electronic Instructions transmitted to us for or in connection with the ERP Linked Services is true, accurate and complete and you shall immediately inform us in writing of any errors, discrepancies or omissions. You must check all Data received by you on the ERP Platform in connection with the ERP Linked Services. If any such Data is incorrect or omit anything it should include, you should inform us in writing immediately.
- (d) You acknowledge that processing of any Electronic Instructions received via the ERP Linked Services is subject to successful receipt of such Electronic Instruction by us from the ERP Provider. We shall have no responsibility or liability where you submit any Electronic Instruction through the ERP Platform but such Electronic Instruction is not successfully received by us.
- (e) Receipt by us of any Electronic Instruction issued or purporting to be issued by you in connection with the ERP Linked Services will constitute full and unconditional authority to us to carry out or act upon that Electronic Instruction, and we shall not be bound to investigate or enquire as to the authenticity of any such Electronic Instruction unless we have received prior written notification from you which casts doubt on its validity.
- (f) You shall immediately notify us in writing if you become aware of or suspect any breach or compromise of the security of the ERP Linked Services providing full details of the breach or compromise, including but not limited to the identity of any person responsible for the breach or compromise. You shall (save to the extent prohibited by any applicable law) fully and promptly cooperate with any steps taken by us to investigate and/or rectify any apparent or suspected breach or compromise of the security of the ERP Linked Services and provide such information as we reasonably request in writing to assist us in the investigation.

4.6 Acceptance of Inherent Risk. You agree and accept that any Data exchanged between us and/or the provision of any Electronic Instruction via the ERP Linked Services are subject to risks. The following are given as illustrations of the types of risks which you may encounter and does not purport to disclose all of the risks or other relevant considerations of using the ERP Linked Services:

- (a) Your access to the ERP Linked Services may be interrupted from time to time due to equipment malfunction, updates, maintenance, breakdowns and repair of the ERP Platform or the ERP Provider's network or other reasons that may be beyond our control;
- (b) The ERP Linked Services may be susceptible to errors or delays which may be generated during the communication, transmission or transformation of Data exchanged between us and the ERP Provider;
- (c) Your Information will be stored on the ERP Provider's servers and network and will be subject to data privacy or data handling policies of the ERP Provider.

4.7 Suspension. We reserve the right at any time to immediately suspend the ERP Linked Services for such period or periods as we consider reasonably appropriate without notice to you if (a) suspension is necessary for the purpose of maintenance (routine or emergency) or enhancement of the ERP Linked Services; (b) there are reasonable grounds to suspect a compromise of security or any unauthorised or fraudulent use of the ERP Linked Services; or (c) the ERP Provider terminates or suspends your use or access to the ERP Platform.

4.8 Termination. In addition to Clause 13 of Part A of these EB Services Terms and Conditions, we may terminate the ERP Linked Services immediately without notice to you in any of the following circumstances:

- (a) if you cease to be a valid subscriber, user or licensee of the ERP Platform;
- (b) if we no longer have an arrangement with the ERP Provider to provide the ERP Linked Services;



- (c) if the ERP Provider suspends or terminates your use or access to ERP Platform; or
- (d) where we have ceased to provide the ERP Linked Services.

Notwithstanding the foregoing, you undertake to notify us in writing immediately in the event you cease to be a subscriber, user or licensee of the ERP Platform or if the ERP Platform is made unavailable to you for any reason whatsoever.

4. DBS PAYNOW TERMS AND CONDITIONS

- 4.1. Applicability of this Provision. You agree that the following additional terms and conditions shall apply to your registration for and/or use of PayNow via our Channel.
- 4.2. Definitions. For the purpose of this Section, the following definitions apply:
- (a) **“Central Addressing System”** means the central database maintained by the PayNow Service Provider in which the proxy (being a unique identifier) of the recipient of funds is registered for the deployment of PayNow.
 - (b) **“Corporate Proxy”** means the corporate identifier which you provide us for PayNow, which must be a UEN and/or a UEN with a three-character suffix, as approved by us.
 - (c) **“Data”** means any data, files, information, content, instructions or messages.
 - (d) **“Eligible Account”** means each and any corporate account you maintain with us as we deem eligible for your registration for and/or use of PayNow under these EB Services Terms and Conditions.
 - (e) **“Linkage”** or **“your Linkage”** means the linkage of your Eligible Account with a Corporate Proxy in the Central Addressing System managed and operated by the PayNow Service Provider according to these Terms.
 - (f) **“Government Entity”** means any executive, administrative, legislative, regulatory, judicial or other division of any governmental body having jurisdiction or authority with respect to you or us or with respect to PayNow and/or the PayNow QR Code.
 - (g) **“Participating Bank”** means any bank or financial institution that participates in making available PayNow to its customers.
 - (h) **“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 Addressing System.
 - (i) **“PayNow QR Code”** means a quick response code which may be used by you or your payors to make or receive payments in connection with a PayNow transaction.
 - (j) **“PayNow Service Provider”** means any third party that operate(s) and provide(s) PayNow, as may be appointed by the Association of Banks in Singapore.
 - (k) **“Personal Data”** has the meaning ascribed to such term in the Personal Data Protection Act 2012 of Singapore.
 - (l) **“Service Providers”** means the PayNow Service Provider and any other service provider or operator providing services related to PayNow and/or PayNow QR Code.
 - (m) **“UEN”** means the Unique Entity Number issued by Singapore government agencies to businesses, companies, societies and other organisations and entities.
 - (n) **“Your Information”** means any information relating to you, your Linkage, your use of the EB Services, your Electronic Instructions, your Transactions, your Accounts (including your Eligible Accounts) and/or your PayNow QR Code, including any Personal Data you provide to us or any other data generated by your use of PayNow and/or any PayNow QR Code.

REGISTRATION FOR PAYNOW CORPORATE

- 4.3. Eligibility Criteria. To register for PayNow:
- (a) you must be an entity registered or incorporated in Singapore and have a UEN;
 - (b) you must have an Eligible Account which in our opinion is in good standing; and
 - (c) any Corporate Proxy which you provide to us for registration for the Linkage must not already be registered for PayNow with any other Participating Bank. Any such existing registration must be deregistered with such Participating Bank before you are eligible to register for PayNow.
- 4.4. Corporate PayNow Corporate nickname. We will use your business name in our records as your corporate PayNow nickname for PayNow Registration. You understand and agree that any user of PayNow may be able to match your Corporate Proxy to your corporate PayNow nickname registered with PayNow. You shall be solely responsible for updating us of any change of your business name associated with your Eligible Account in our records.
- 4.5. Our right to reject your registration request. We shall be entitled, at our absolute discretion, to reject or not process any registration request by you to register for PayNow without providing any reason.
- 4.6. Your right to de-register from PayNow. You may de-register from PayNow by submitting a request through our approved channels and you shall comply with any de-registration instructions or requirements that we may notify you.
- 4.7. When you must submit a de-registration request. You must submit a request for us to de-register your Corporate Proxy:



- (a) if you undergo amalgamation with another entity or corporate reorganisation where the UEN (currently used for your Corporate Proxy) is no longer assigned to you or you cease to be associated with such UEN;
- (b) if you are struck off from the Accounting and Corporate Regulatory Authority's register or cease to exist for any reason whatsoever;
- (c) if you are insolvent or bankrupt or unable to pay your debts or if a court order is made, a resolution is passed or a creditors' or shareholders' meeting is convened with a view to your winding-up or dissolution;
- (d) before any other changes in the UEN currently being used for your Corporate Proxy;
- (e) if you wish to change or update your Corporate Proxy and/or linked Eligible Account registered with us for PayNow;
- (f) before you register to use PayNow with a different Participating Bank. De-registration with us must be fully completed before you register yourself (or your UEN) for PayNow with any other Participating Banks; or
- (g) if your Eligible Account is closed.

4.8. Immediate de-registration from PayNow. You agree that we may de-register you from PayNow and remove your details from the Central Addressing System immediately (without your further consent and without liability to you):

- (a) if we are required to do so in accordance with any applicable laws, regulations, or to comply with any court order or direction by any regulatory authority;
- (b) upon the occurrence of any of the events referenced in Clause 4.7(c);
- (c) if your Eligible Account (linked to your Corporate Proxy) is closed, frozen or suspended;
- (d) if in our sole opinion, we have reason to believe that you are in breach of, or have failed to observe or comply, with these EB Services Terms and Conditions; and/or
- (e) where in our sole and absolute discretion, we deem it fit to do so.

4.9. After de-registration from PayNow. We will notify you after you are de-registered from PayNow. Once you are de-registered from PayNow, you will not be able to receive payments into your Eligible Account using your Corporate Proxy or any PayNow QR Code. You must also immediately remove and cease all use of any PayNow QR Code previously issued to or generated by you.

USE OF PAYNOW CORPORATE

4.10. Undertaking. You undertake to:

- (a) provide all information and documents required by us in connection with the registration and/or use of PayNow (including the Linkage) and will promptly notify us of any change to such information or document;
- (b) comply with all of our policies, guidelines and procedures relating to PayNow; and
- (c) only use PayNow in good faith and in accordance with these EB Services Terms and Conditions.

4.11. Disclosure and Use of Your Information. You agree that:

- (a) we may disclose Your Information to:
 - (i) any Service Provider, its employees, service providers and agents; and/or
 - (ii) other Participating Banks, their employees, service providers, agents and customers; and/or
 - (iii) any Government Entity;
- (b) we may additionally disclose your Corporate Proxy, PayNow QR Code or any other data, information or output from or in connection with the PayNow QR Code to the public as we may deem fit;
- (c) we, any Service Provider and/or any Government Entity shall have the right to use, process and archive all information and Data (including Personal Data) you provide or generate by your registration for and/or use of PayNow (including the PayNow QR Code) to provide, maintain and/or enhance PayNow, PayNow QR Code and/or related services and to perform data analysis or analytics; and
- (d) Your Information may be stored on our, any Government Entity's and/or any Service Provider's servers and network and will be subject to our, the Service Provider's and/or the Government Entity's (if any) data privacy or data handling policies.

4.12. Your use of PayNow and/or any PayNow QR Code. You agree that:

- (a) PayNow (including the operation and maintenance of the Central Addressing System and provision of PayNow QR Code) is a third party service that is neither owned nor operated by us;
- (b) PayNow is provided to you "as is" and "as available";
- (c) your use of PayNow is at your own risk and we expressly exclude any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from any use of or inability to use PayNow;
- (d) you shall ensure that all Data and/or Electronic Instructions transmitted to use for or in connection with PayNow is true, accurate and complete and you will let us know as soon as possible if you notice any errors when using PayNow, for example, if you are aware that people may be having difficulties in making payments via PayNow using your Corporate Proxy;



- (e) if we receive Electronic Instructions from you in relation to any Transaction in connection with PayNow, we will process such Transaction in accordance with the information obtained from the Central Addressing System at the time of receiving your Electronic Instructions, and we are not obliged to ensure such information remains true and accurate at the time of processing that Transaction;
- (f) the receiving and sending of funds through PayNow shall be subject to such transfer limits as may be stipulated by us or the PayNow Service Provider;

4.13. PayNow QR Code. You agree:

- (a) that your use, reproduction or generation of any PayNow QR Code to receive and/or send funds is at your own risk, and that you shall be solely responsible for verifying the actual receipt of fund by you or your payee;
- (b) any PayNow QR Code generated by us at your request will embed information in relation to your Corporate Proxy which is accurate as at the time of PayNow QR Code generation, and you are responsible for discontinuing your or any other third party's use of any PayNow QR Code should any event in Clauses 4.7 and 4.8 of this Section G of Part C of these EB Services Terms and Conditions occur;
- (c) for any PayNow QR Code which you generate, you will comply with such specification(s), rule(s), code(s) and/or standard(s) as we may provide you from time to time in relation to the generation of PayNow QR Code, and you are responsible for ensuring the accuracy and completeness of any information embedded in any PayNow QR Code generated by you (including information as to your Corporate Proxy, PayNow transaction reference and/or payment amount);
- (d) where you use any PayNow QR Code to send funds to a payee, you are responsible for ensuring the completeness and accuracy of all information in your payment instruction or Electronic Instruction to us;
- (e) you are solely responsible for obtaining and maintaining, at your own cost, any hardware, software, equipment and communications network access necessary for the use or generation of any PayNow QR Code; and
- (f) that you will comply with such directions as we may issue from time to time in connection with any PayNow QR Code (whether generated by you or us) or its use, which may include the replacement or substitution of any PayNow QR Code previously issued or generated.

We expressly exclude any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from any use of or inability to use the PayNow QR Code to receive and/or send funds.

4.14. What we are not legally responsible for. In addition and without prejudice to our rights under Clause 11 of Part A of these EB Services Terms and Conditions, you agree that unless the law says otherwise, we will not be held liable to you or any third party for any loss, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) incurred in connection with the following circumstances:

- (a) your use of (or inability to use) PayNow and/or any PayNow QR Code;
- (b) any error in any PayNow QR Code generated by you or any third party or any loss or damage suffered by or claimed against you in connection with your use or generation of any PayNow QR Code;
- (c) any failure, refusal, delay or error by us or any third party (including any Service Provider), or third party payment, settlement or communication system(s) through whom or for which any transaction in relation to PayNow is made;
- (d) the UEN indicated in your Corporate Proxy (currently being used for your Corporate Proxy) is changed or cancelled, and you have not notified us or provided us with sufficient prior notice;
- (e) any incomplete, inaccurate, and/or outdated information provided by you (whether at the time of receipt or processing of your Electronic Instructions);
- (f) any inaccurate or outdated information provided by you; and/or
- (g) any breach by you of these EB Services Terms and Conditions.

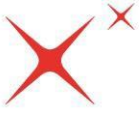
4.15. Indemnity. In addition to our rights under Clause 11 of Part A of the EB Services Terms and Conditions, you agree to indemnify us against and/or pay us all losses, damages, expenses, costs (including legal costs we pay or have to pay to our lawyers and losses, damages, expenses and costs arising out of claims or proceedings) which we may pay or have to pay as a result of any dispute you have or may have with your beneficiaries or any person in connection with your registration for PayNow (including the use of your Linkage), your use of PayNow and/or any PayNow QR Code.

4.16. Termination. In addition to Clause 13 of Part A of these EB Services Terms and Conditions, we may, without notice, immediately cease to make PayNow and/or any PayNow QR Code available to you in any of the following circumstances:

- (a) if you cease to hold an Eligible Account with us;
- (b) if we cease to be a Participating Bank of PayNow; and/or
- (c) if any Service Provider ceases or suspends the provision of PayNow and/or PayNow QR Code.

5. **ADDITIONAL TERMS AND CONDITIONS FOR DBS MAX SERVICE**

5.1 Applicability of this Provision. You agree that the following additional terms and conditions and the DBS PayNow Terms and Conditions at Clause 4 of Section G in Part C of these EB Services Terms and Conditions ("**PayNow Corporate Terms**") shall apply to your application for, access to and/or use of our DBS MAX Service.

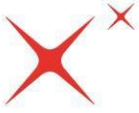


5.2 Definitions. For the purposes of this Clause, the definitions in the PayNow Corporate Terms, the Additional Terms and Conditions for Use of Our Application Programming Interfaces at Clause 10 of Part B of these EB Services Terms and Conditions ("**API Terms**") and the following definitions apply:

- (a) "API Outlet" means a location or platform where you carry out your business, activity or provide goods and/or services which you register for the purposes of the DBS MAX Client Integration Services.
- (b) "App User" means any person authorised by you to access the DBS MAX Service via the DBS MAX App and shall be deemed to be a User.
- (c) "API Wallet" means the wallet created in respect of an API Outlet for the purposes of receiving payments from that API Outlet.
- (d) "Business Platform" means any facility, equipment, application, software or platform, acceptable to us (including any Third-Party Platform), that you use to provide goods and/or services to your customers or collect funds from your payors using the DBS MAX QR Code, which shall be deemed to be a System.
- (e) "Crediting Account" means each and any corporate account you maintain with us which is linked to and used for the receipt and/or withdrawal of funds in connection with the DBS MAX Service.
- (f) "DBS MAX App Service" means the services we provide you via the DBS MAX App and the MAX Portal, to facilitate collection of payments from your payors using a DBS MAX QR Code and to manage, reconcile and refund payments collected from your Outlets, the features and functionalities of which may vary from time to time, and which shall be deemed an EB Service.
- (g) "DBS MAX App" means the mobile application made available from authorised app stores for the purposes of accessing and/or using the DBS MAX App Service and which shall be considered as a Channel for purposes of this Clause.
- (h) "DBS MAX Client Integration Service" means the services we provide you via APIs and the MAX Portal to facilitate collection of payments from your payors using a DBS MAX QR Code and to manage, reconcile and refund payments collected from a Business Platform, the features and functionalities of which may vary from time to time, and which shall be deemed an EB Service.
- (i) "DBS MAX Service" means the DBS MAX Client Integration Service and/or DBS MAX App Service.
- (j) "DBS MAX Software" means any software (including software development kit) which we may provide you from time to time for purposes of the DBS MAX Service.
- (k) "DBS MAX QR Code" means a PayNow QR Code, whether generated through the DBS MAX App or otherwise, displayed on the DBS MAX App or a Business Platform which is used for the collection of payments from your payors.
- (l) "DBS MAX Wallet" means the wallet created in the DBS MAX App in respect of an Outlet for the purposes of receiving payments and/or making refunds from that Outlet.
- (m) "MAX Portal" means such Channel (other than the DBS MAX App) which we may make available for purposes of registering, using and/or accessing the DBS MAX Service, the features and functionalities of which may differ from time to time for the DBS MAX App Service and DBS MAX Client Integration Service.
- (n) "MAX Portal Administrator" means a person who is granted authority to access the DBS MAX Service and/or provide us with Electronic Instructions concerning the DBS MAX Service on your behalf via the MAX Portal and shall be deemed to be a User.
- (o) "Mobile Device" means a telephone or other device with access to a cellular radio system that allows users to make and receive telephone calls, text messages and utilise data services among other features, that can be used over a wide area without a physical connection to a network and through which a customer may access and use the DBS MAX App Service, such as a mobile smartphone, tablet computer, or similar device.
- (p) "Order Information" means any information or data received by us from you via API in relation to any invoice, credit or debit note, purchase order or similar document which you issue or prepare in connection with goods and/or services provided or to be provided by you.
- (q) "Open Source Software" means any software licensed from a third party under terms that may require distribution of the software in source code or compiled form that may require modifications or derived works to be distributed under the same terms as the original software, including any licences identified, certified, verified and/or approved by, or licensed or developed pursuant to agreements endorsed, approved or published by (i) the Open Source Initiative; and/or (ii) the Free Software Foundation.
- (r) "Outlet" means a location where you carry out your business, activity or provide goods and/or services or collect funds from your payors, registered by you or appears on the MAX Portal in connection with the DBS MAX App Service.
- (s) "Outlet Corporate Proxy" means the Corporate Proxy linked to an Outlet or API Outlet, which must be a UEN with a three-character suffix, as approved by us.
- (t) "Third-Party Platform" means any facility, equipment, payment terminal, application, software or platform not owned operated or managed by you and acceptable to us for purposes of the DBS MAX Service.
- (u) "Third-Party Platform Provider" means any third party who owns, provides, operates or manages the Third-Party Platform.

5.3 Eligibility Criteria. To use the DBS MAX Service, you must:

- (a) be an entity registered or incorporated in Singapore and have a UEN;
- (b) have activated the EB Services;



- (c) register and set up DBS MAX Service via such Channel or methods as we may prescribe from time to time;
- (d) have a Crediting Account which in our opinion is in good standing;
- (e) in the case of DBS MAX App Service, download the DBS MAX App; and
- (f) in the case of DBS MAX Client Integration Service, have a Business Platform that is capable of accessing our DBS MAX Client Integration Service.

5.4 Use of the DBS MAX Service. You agree:

- (a) In respect of the DBS MAX App Service:
 - (i) any User is irrevocably and unconditionally authorised by you to sign up, register and activate the DBS MAX App Service;
 - (ii) a DBS MAX Wallet for each Outlet will be created in the DBS MAX App and each DBS MAX Wallet must be linked to a Crediting Account. Funds in each DBS MAX Wallet will be automatically swept to your linked Crediting Account at our cut-off time at the end of each day unless we otherwise agree with you;
 - (iii) you are required to provide us with an Outlet Corporate Proxy in respect of each Outlet for registration of the Linkage to your DBS MAX Wallet and any such Outlet Corporate Proxy must not already be registered for PayNow with any Participating Bank;
 - (iv) we may allow you to sweep funds from each DBS MAX Wallet to your Crediting Account up to a specified number of times on each day;
 - (v) we will immediately sweep funds from a DBS MAX Wallet to your Crediting Account if in our opinion that Crediting Account is no longer in good standing or steps are taken to freeze, suspend and/or close it; and
 - (vi) once you have successfully created an Outlet in the MAX Portal and your Outlet Corporate Proxy successfully registered for PayNow, funds collected using the DBS MAX QR Code from such Outlet will be credited to the DBS MAX Wallet linked to that Outlet.
- (b) in respect of the DBS MAX Client Integration Service:
 - (i) you agree that the API Terms shall apply;
 - (ii) you agree to allow us to use your APIs, which you agree is necessary for the provision of the DBS MAX Client Integration Service and that you grant us a non-transferable, non-exclusive, worldwide, royalty-free and irrevocable licence for the duration of the DBS MAX Client Integration Service to access and use your APIs and any accompanying API documentation;
 - (iii) you agree that any modification to your APIs will affect our ability to provide you with the DBS MAX Client Integration Service and you must not modify your APIs without our prior written consent;
 - (iv) you shall be solely responsible for the content, development, operation, support or maintenance of the Business Platform and you shall ensure that the Business Platform or your APIs (I) do not violate or infringe the intellectual property rights of any third party, (II) does not and will not introduce any destructive element or malware (including any virus, worm or Trojan horse) into our Systems, (III) complies with all DBS Policies, and (IV) in the case of the Business Platform, does not and will not contain any content which is offensive, obscene, libellous, illegal, misleading or otherwise objectional in our opinion, and (V) is not used, or permit to be used, for the purpose of enabling your customers to make any payment to any person other than you
 - (v) where you incorporate any Open Source Software in your APIs, you shall (I) provide us with details of the Open Source Software used (including providing the name of the applicable open source licence and any additional details in respect of such licence, as may be reasonably requested by us); (II) ensure that such Open Source Software is used in accordance with the terms of the applicable licence, (III) you shall ensure that the use or incorporation of that Open Source Software will not result in any obligation to disclose, license or otherwise make available any part of the DBS MAX Service, or any confidential information and (IV) the use of the Open Source Software will not in any way diminish our obligations under these EB Services Terms and Conditions including in relation to any warranties, indemnities or any provision relating to the licensing or assignment of intellectual property rights;
 - (vi) you are required to provide us with an Outlet Corporate Proxy in respect of each API Outlet for registration of the Linkage to the API Wallet and any such Outlet Corporate Proxy must not already be registered for PayNow with any Participating Bank;
 - (vii) once an API Outlet is created and your Outlet Corporate Proxy for that API Outlet is successfully registered for PayNow, funds collected using the DBS MAX QR Code from that API Outlet will be credited to the API Wallet linked to that API Outlet;
 - (viii) you may perform a balance enquiry on the balance standing in the API Wallet using such methods and such frequency as we may permit;
 - (ix) each API Wallet must be linked to a Crediting Account and funds in each API Wallet will be automatically swept to your linked Crediting Account at our cut-off time at the end of each day unless we otherwise agree with you;
 - (x) we will immediately sweep funds from an API Wallet to your Crediting Account if in our opinion that Crediting Account is no longer in good standing or steps are taken to freeze, suspend and/or close it;
 - (xi) we may allow you to sweep funds from each API Wallet to your Crediting Account up to a specified number of times on each day;
 - (xii) where Order Information is provided to us for the purposes of generating a DBS MAX QR Code, you agree that we are not responsible for verifying the truth, accuracy or completeness of such Order Information;



- (xiii) we may make available certain transaction reports to you. Such reports will be sent to you using such methods and at such frequency as we may determine. You acknowledge and agree that the provision of such transaction reports may be subject to time lags, delays and/or may be intercepted or lost and we do not guarantee the delivery, timeliness or accuracy of the transaction reports;
- (xiv) where you use a Third-Party Platform (whether obtained by you, through us or otherwise), you acknowledge and agree that:
 - (a) you are responsible for determining the suitability of the Third-Party Platform and for conducting your own due diligence, independent assessment or audit on such Third-Party Platform;
 - (b) we do not make any representation or warranty on the suitability of such Third-Party Platform;
 - (c) we make no representation on the truth, completeness or accuracy of any information which you may obtain from or through a Third-Party Platform;
 - (d) information which you send to or obtain from the Third-Party Platform may be altered by the Third-Party Platform Provider and we may not be able to detect or prevent such alteration;
 - (e) unless we agree with you otherwise, you are responsible to pay all cost, fees, charges and taxes in connection with the installation, use, maintenance, operation, repair, return or termination of such Third-Party Platform;
 - (f) you are responsible for the installation, use, maintenance, operation, repair, return or termination of the Third-Party Platform;
 - (g) we are not the owner, developer or licensor of any software installed in any Third-Party Platform and to the extent expressly prohibited by applicable laws, all conditions, warranties or representations relating to the condition and/or performance of such software are hereby excluded;
 - (h) you shall promptly notify us in writing of any defect, malfunction or breakdown occurring in the Third-Party Platform or any software installed in the Third-Party Platform;
 - (i) we are authorised to provide or disclose any information whatsoever relating to you, your use of the DBS MAX Client Integration Service, your transactions and your Accounts, to the Third-Party Platform or Third-Party Platform Provider; and
- (c) we may from time to time impose transaction limits on your use of the DBS MAX Service.

5.5 Refunds.

- (a) You may perform one full refund or, one or more partial refunds, for each transaction made to you by your payors under the:
 - (i) DBS MAX App Service, from your DBS MAX Wallet in respect of payments collected by the applicable Outlet using the DBS MAX App only if that transaction is reflected in that Outlet's DBS MAX App transaction history and such DBS MAX Wallet has sufficient funds; and/or
 - (ii) DBS MAX Client Integration Service, from your Crediting Account using such methods we may prescribe from time to time and such Crediting Account has sufficient funds, provided that the aggregate of such refund(s) shall not exceed the full amount of that transaction, and once a refund on that transaction is made, it cannot be reversed.
- (b) Refunds must be made to the bank account of your payors from which the initial payment was made.
- (c) You acknowledge that refunds cannot be made to a payor if:
 - (i) the account which the payor's payment originates is closed, frozen or suspended for any reason whatsoever;
 - (ii) the Outlet from which the refund is to be made has been de-registered in the MAX Portal;
 - (iii) your use of the DBS MAX Service has been terminated and/or suspended; and/or
 - (iv) we are prevented from processing your refund so as to keep to any regulatory, legal, court or statutory requirement, request or order.

5.6 Our right to reject your registration request. We shall be entitled, at our absolute discretion, to reject or not process any registration request by you to register for the DBS MAX Service (including for PayNow) without providing any reason.

5.7 Undertakings. In addition to your undertakings in Clause 4.10 in the PayNow Corporate Terms, you undertake to provide all information and documents required by us in connection with the registration and/or use of the DBS MAX Service (including the Linkage(s)) and will promptly notify us of any change to such information or document.

5.8 Use of the DBS MAX App.

- (a) The DBS MAX App is provided "as is" and, to the maximum extent permitted under applicable law, all representations, warranties, conditions and other terms implied by statute, common law or otherwise are excluded (including without limitation any implied conditions, warranties or terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care).
- (b) You must not use the DBS MAX App on any Mobile Device or operating system that has been modified outside the device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". The use of the DBS MAX App on such a device may compromise security and lead to fraudulent transactions and is entirely at your own risk.



- (c) You agree you will not sub-licence, assign, or claim to exercise any rights in relation to the DBS MAX App.
- (d) You will not copy or reverse engineer, amend, alter or adapt any part of the DBS MAX App.
- (e) Any updates to the DBS MAX App will be made available through the relevant app stores. We will not be responsible for providing updates to you in any other way.

5.9 DBS MAX QR Code.

- (a) Where a DBS MAX QR Code is generated by us:
 - (i) we do not warrant that the DBS MAX QR Code will be free from any errors, computer virus or other malicious, destructive or corrupting code, agent, program or macros, or that any defect will be corrected. No warranty of any kind, whether implied, express or statutory, is given in respect of the DBS MAX QR Code; and
 - (ii) based on information or data provided by you, you are responsible for ensuring that data provided to us is complete, accurate and up-to-date and any DBS MAX QR Code generated will be based solely on the information or data you provide us.
- (b) We may provide you with DBS MAX Software and/or assistance with the installation of DBS MAX Software on the Business Platform to facilitate the provision, access to or use of the DBS MAX Client Integration Service. This DBS MAX Software originates from us and shall be deemed a Software.
- (c) We are not required to (i) ensure that the DBS MAX Software functions properly on the Business Platform or is compatible with the Business Platform; (ii) correct any error, bug or other defect in connection with use of the DBS MAX Software; or (iii) provide support or maintenance services in respect of the DBS MAX Software.
- (d) You agree that nothing in this Clause shall operate to transfer ownership of any intellectual property rights belonging to us, we own all intellectual property rights in the DBS MAX Software, and we grant you a non-transferable, non-exclusive, revocable right to use the DBS MAX Software solely for the purposes of accessing and utilising the DBS MAX Client Integration Service in accordance with the DBS Policies and the EB Services Terms and Conditions.

5.10 Your responsibility.

- (a) You are responsible for obtaining and maintaining all devices, equipment, hardware and software requirements at your own costs for the purposes of using or accessing the DBS MAX Service.
- (b) You are responsible for ensuring that you have adequate internal control procedures and security measures to prevent any abuse or unauthorized acts or omissions by your Users or App Users.
- (c) You shall be responsible for monitoring and reviewing the adequacy of your Business Platform and implementing and maintaining appropriate and adequate security arrangements protecting the Business Platform from unauthorised access or use.
- (d) Where you use a Third-Party Platform or if the Third-Party Platform generates DBS MAX QR Codes for and on your behalf, you are responsible for providing the Third-Party Platform with true, accurate, up-to-date and complete information required to generate the DBS MAX QR Code.
- (e) You are responsible for ensuring that all information and documents provided to us is true, accurate, up-to-date and complete at all times.
- (f) You are responsible for ensuring that all information provided by the MAX Portal Administrator is true, accurate and complete.
- (g) A MAX Portal Administrator will have wide powers to perform certain actions in relation to your use, and access to the DBS MAX Services including rights to (i) add or remove Users; (ii) assign or revoke User roles or access rights; and (iii) create or remove Outlets in the case of the DBS MAX App Service. You are responsible for ensuring that your interests are adequately protected when making such appointments. We may also make available any other rights, features or functionalities to a MAX Portal Administrator from time to time, and you agree to be bound by any act or omission of any MAX Portal Administrator.
- (h) If any User ceases to be employed or engaged by you, you are responsible for ensuring the removal or deletion of their access rights to DBS MAX Service.

5.11 Our Records are Conclusive. Except for manifest error, you accept all transaction records and reports made available to you through the DBS MAX Service as final and conclusive and binding on you for all purposes.

5.12 Suspension of DBS MAX Service. If any of your Crediting Accounts are frozen, suspended or closed, we may immediately suspend the DBS MAX Service. We may, but shall not be obliged to, allow you to link another Crediting Account, which in our opinion is in good standing, for the purposes of the DBS MAX Service.

5.13 De-registration of an Outlet or API Outlet.

- (a) You are responsible for de-registering an Outlet or API Outlet if you are no longer carrying out your business, activity or providing goods and/or services at that Outlet or API Outlet and in the case of DBS MAX App Service, you further agree to remove all relevant App User's access rights to the DBS MAX App Service.
- (b) Once an Outlet has been de-registered in the MAX Portal, we will credit any remaining funds in your DBS MAX Wallet to the relevant Crediting Account; and you will not be able to receive payments from payors for that Outlet.
- (c) Once an API Outlet has been de-registered, we will credit any remaining funds in your API Wallet to the relevant Crediting Account; and you will not be able to receive payments from payors for that API Outlet.



- 5.14 What we are not legally responsible for. In addition and without prejudice to our rights under Clause 11 of Part A of these EB Services Terms and Conditions and Clause 4.14 of the PayNow Corporate Terms, you agree that unless the law says otherwise, we will not be held liable to you or any third party for any loss, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) incurred in connection with the following circumstances:
- (a) the generation, use of or inability to use any DBS MAX QR Code;
 - (b) the use or inability to use a Third-Party Platform;
 - (c) any inaccurate, false, out-of-date or incomplete information (including Order Information) provided by you;
 - (d) any act or omission by your User or App User who ceases to be employed or engaged by you for which you failed to promptly remove their access rights to the DBS MAX Service;
 - (e) any fraud, negligence, misconduct, act and/or omission of a Third-Party Platform Provider;
 - (f) any incomplete or inaccurate information which you may obtain from or through a Third-Party Platform, or alteration by the Third-Party Platform Provider of any information which you provide to or obtain from the Third-Party Platform;
 - (g) the use by the Third-Party Platform or the Third-Party Platform Provider of any information which we disclosed in relation to you, your use of the DBS MAX Client Integration Service, your transactions and your Accounts;
 - (h) your inability to perform refunds due to your failure to meet the requirements in Clause 5.5 above; and/or
 - (i) any breach by you of these EB Services Terms and Conditions.
- 5.15 Indemnity. In addition to our rights under Clause 11 of Part A of the EB Services Terms and Conditions, you agree to indemnify us against and/or pay us all losses, damages, expenses, costs (including legal costs we pay or have to pay to our lawyers and losses, damages, expenses and costs arising out of claims or proceedings) which we may pay or have to pay as a result of (a) any dispute you have or may have with your payors in connection with funds collected and/or refunds made using the DBS MAX Service, (b) your use of a Third-Party Platform, or (c) in connection with our use of your APIs.
- 5.16 Termination. In addition to Clause 13 of Part A of these EB Services Terms and Conditions, we may, without notice, immediately cease to make all or any part of the DBS MAX Service available to you (including removing your Outlet Corporate Proxy details from the Central Addressing System) in any of the following circumstances:
- (a) if any circumstances under Clause 4.16 of the PayNow Corporate Terms occur;
 - (b) if we are required to do so in accordance with any applicable laws, regulations, or to comply with any court order or direction by any regulatory authority;
 - (c) if you terminate the EB Services;
 - (d) if in our sole opinion:
 - (i) we have reason to believe that you are in breach of, or have failed to observe or comply, with these EB Services Terms and Conditions;
 - (ii) we have reason to believe that there is fraud, negligence or misconduct on the part of the Third-Party Platform Provider; and/or
 - (iii) the use of the Third-Party Platform or any Third-Party Platform Provider in relation to the DBS MAX Service is no longer acceptable to us.
 - (e) if you cease to be authorised to access or operate the Crediting Account linked to an API Outlet, we may immediately terminate the DBS MAX Client Integration Service in respect of that API Outlet.
- 5.17 Termination Consequences. Upon termination of the DBS MAX Service:
- (a) if there are funds remaining in your DBS MAX Wallet and/or API Wallet, we will pay you such funds (after deducting any amount you owe us) by crediting any Crediting Account or posting a cashier's order or banker's order for the balance to the address we have for you in our records, or in any other way we decide;
 - (b) you authorise us to remove your Outlet Corporate Proxy details from the Central Addressing System;
 - (c) In the case of the DBS MAX App Service, you agree to delete the DBS MAX App from all Mobile Devices on which you may have downloaded it immediately; and
 - (d) in the case of the DBS MAX Client Integration Service, you shall permanently delete, destroy, uninstall or remove all DBS MAX Software from any system, platform, hardware (including the Business Platform) or any other copies of the DBS MAX Software, DBS Policies you have in your possession or control.
- 5.18 When you must submit a request to terminate the DBS MAX Service. You must submit a request for us to terminate the DBS MAX Service:
- (a) if you undergo amalgamation with another entity or corporate reorganisation where the UEN (currently used for your Outlet Corporate Proxy) is no longer assigned to you or you cease to be associated with such UEN; or
 - (b) if you are struck off from the Accounting and Corporate Regulatory Authority's register or cease to exist for any reason whatsoever.



6. ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC CASH DEPOSIT SLIP SERVICE

- 6.1 Applicability of this Provision. You agree that the following additional terms and conditions shall apply to your access to and use of EDS.
- 6.2 Applicability of Account Opening Terms. The Account Opening Terms will continue to apply and bind you. If there is any difference between the Account Opening Terms and Clause 6 of this Section G, Part C of these EB Services Terms and Conditions, Clause 6 of this Section G, Part C of these EB Services Terms and Conditions shall take priority to the extent of any such difference.
- 6.3 Definitions. For the purpose of this Clause, the following definitions apply:
- (a) **"Authority"** means the Monetary Authority of Singapore, including its successor and permitted assigns.
 - (b) **"Designated Account"** means an Account which we deem eligible for use with EDS and which you designate for receiving the cash deposited through EDS.
 - (c) **"EDS"** means the Electronic Cash Deposit Slip Service.
 - (d) **"EDS Administrator"** means a person authorised by you to access the EDS Portal and/or provide us with Electronic Instructions concerning EDS and shall be deemed a User.
 - (e) **"EDS Portal"** means such Channel which we may make available for purposes of accessing EDS.
 - (f) **"EDS User"** means a person authorised by you to access the EDS Portal to view a cash deposit status and shall be deemed a User.
- 6.4 Eligibility criteria. To use EDS, you must:
- (a) have activated the EB Services; and
 - (b) have a Designated Account which is in good standing.
- 6.5 Use of EDS. Cash to be deposited using EDS must be placed in the deposit bag provided by us together with a duly completed deposit slip and sealed before being deposited at the cash deposit bag machine located in any DBS/POSB branch during branch opening hours or handed over to our cash-in-transit officers appointed to collect your cash deposit bag.
- 6.6 Our records prevail. We will count the cash in the deposit bag and verify it against your deposit slip. If there is any discrepancy between our records and your deposit slip, our records shall prevail. We will notify you of any discrepancy as soon as practicable (whether before or after crediting of the deposit into your Designated Account).
- 6.7 Counterfeit or less than face value notes/coins. We may debit your account for any counterfeit notes and notes/coins that are assessed to be less than the face value by the Authority.
- 6.8 Fees and/or Charges. In addition to Clause 12 of Part A of these EB Services Terms and Conditions, all fees and/or charges paid are not refundable.
- 6.9 Your responsibility:
- (a) You are responsible for ensuring that you have adequate internal control procedures and security measures to prevent any abuse or unauthorized acts or omissions by your Users.
 - (b) You are responsible for ensuring that all information provided by the EDS Administrator is true, accurate and complete.
 - (c) An EDS Administrator will have authority and responsibility to set-up, administer and operate and maintain your use of and access to the EDS. This includes the right and authority to (a) add or remove Users; (b) assign or revoke User roles or access rights; and (c) any other right, feature or functionality we may make available to a EDS Administrator from time to time, and you agree to be bound by any act or omission of any EDS Administrator.
- If any User ceases to be employed by you, you undertake to delete their access rights to the EDS Portal in such manner as we may require from time to time.
- 6.10 Records Conclusive. Except for manifest error, you accept all transaction records made available to you through EDS as final and conclusive and binding on you for all purposes.
- 6.11 What we are not legally responsible for. In addition to Clause 11 of Part A of these EB Services Terms and Conditions, you agree that unless the law says otherwise, we will not be held liable to you or any third party for any loss, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) incurred in connection with the following circumstances:
- (a) any act or omission by your User who ceases to be employed or engaged by you for which you did not delete their access rights to the EDS; and
 - (b) any breach by you of these EB Services Terms and Conditions and/or the Account Terms or you in any way being involved in fraud, forgery or other unauthorised use of EDS and/or the Designated Account.
- 6.12 Indemnity. You agree to indemnify and hold us harmless against all losses, damages, liabilities, proceedings, actions, claims, costs and expenses (including legal costs and disbursements on an indemnity basis) ("**Loss**") however arising out of or in connection with the provision of EDS except where such Loss arise directly from our gross negligence or fraud.
- 6.13 Termination and/or Suspension. In addition to Clause 13 of Part A of these EB Services Terms and Conditions, we may terminate or suspend EDS immediately (without your further consent and without liability to you):



- (a) if we decide or have reason to suspect that EDS and/or your Designated Account is being used for or in connection with any fraudulent or illegal activities or transactions (including gambling, money launder, funding, terrorism or tax evasion);
- (b) if your Designated Account is closed, frozen or suspended;
- (c) if you terminate the EB Services; and/or
- (d) if you are in any way involved in forgery or other unauthorised use of EDS and/or the Designated Account.

7. ADDITIONAL TERMS AND CONDITIONS IN RELATION TO ELECTRONIC PAYMENTS (ONLY APPLICABLE TO SOLE PROPRIETORSHIPS OWNED BY INDIVIDUALS)

- 7.1 Applicability of these Provision. You agree that the following additional terms and conditions shall apply to payments transacted on or through any of your Accounts ("**Electronic Payments**").
- 7.2 Definitions. For the purposes of this Clause, the following definitions apply:
- (a) "**Security Procedures**" has the meaning ascribed to such term in Clause 1.6 of this Section G.
 - (b) "**You**" or "**Your**" means, a sole proprietorship owned by an individual who signs up for the EB Services and such sole proprietorship's successor and permitted assigns, and (where the context so requires) includes any User.
- 7.3 Confirmation of Details and Credentials. When you effect Electronic Payments, you shall ensure that the payment details and recipient credentials provided to us are accurate.
- 7.4 Contact Information. You are required to provide us with accurate contact details of Users whom you authorise to make Electronic Payments so that we may send transaction notifications relating to Electronic Payments. Where there are any changes to such contact details, you are required to inform us immediately.
- 7.5 Transaction Notifications. You are responsible for ensuring that you can receive our transaction notifications for Electronic Payments, and to monitor for any unauthorised transactions on your Accounts. We do not send reminders or repeat notifications.
- 7.6 Protecting Security Procedures. In addition to Clause 6 of Part A of these EB Services Terms and Conditions, for security and authentication purposes, we may issue or require you to create certain passwords, codes and/or comply with access procedures ("**Security Procedures**") in connection with your Accounts and/or Electronic Payments.
- You shall protect and secure any Security Procedures and take steps to ensure that:
- (a) you do not disclose any Security Procedures to any unauthorised user;
 - (b) the Security Procedures are not accessible by any unauthorised user;
 - (c) the devices you use to generate and/or receive any Security Procedures are kept secure and not rendered vulnerable to unauthorised access; and
 - (d) you update us immediately if you change your mobile number used for generating and/or receiving any Security Procedures.
- 7.7 Security Guidelines and Notices. From time to time, we may issue or publish security guidelines and/or notices concerning the use of your Accounts and/or Electronic Payments. You agree to comply with such guidelines and/or notices.
- 7.8 Your Authorised Users. Where you have authorised or permitted any person to initiate and/or execute Electronic Payments, you are bound by and are responsible for their acts and/or omissions, including any losses arising from transactions they undertake in relation to or through your Accounts.
- 7.9 Reporting Unauthorised or Erroneous Transactions. If you discover any unauthorised or erroneous transaction, you must immediately contact us. You agree to take such steps and/or provide us with such information, as we may require or request in relation to any unauthorised or erroneous transaction. To facilitate our investigations, you may be required to make a report of unauthorised or erroneous transactions to relevant law enforcement and/or regulatory authorities.
- 7.10 Liability for Losses arising from Unauthorised Transactions. You agree that you will be liable for losses that:
- (a) arise from, are caused or contributed to by your recklessness, including any failure to comply with these EB Services Terms and Conditions; and/or
 - (b) arise from a transaction undertaken by a User, including where you did not consent to such transaction or you were defrauded.

Where you are liable for the losses, your liability may be limited by any applicable transaction, payment or contractual limitations that we and you have agreed to in respect of your Accounts or the EB Services.

8. ADDITIONAL TERMS AND CONDITIONS GOVERNING DBS SGQR SERVICE

- 8.1 Applicability of this Provision. You agree that the following additional terms and conditions shall apply to your access and use of the SGQR Service.
- 8.2 Applicability of other terms: The prevailing Account Opening Terms and Clause 4 (*DBS Paynow Terms and Conditions*) of this Section G will continue to apply to you.
- 8.3 Definitions. For the purpose of this Clause 8, the following definitions apply:



- (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) **"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;
- (c) **"CR"** means the SGQR central repository processes comprised in CR Services;
- (d) **"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;
- (e) **"CR Services"** means the CR services provided by the Operator to the Owners and members of the Scheme;
- (f) **"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;
- (g) **"Data"** has the meaning ascribed to such term in Clause 8.19 of this Section G;
- (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 Record"** means a record of yours on the CR Register, comprising such of your 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;
- (l) **"Operator"** means the operator of the Scheme;
- (m) **"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;
- (n) **"PayNow"** has the meaning ascribed to such term in Clause 4.2 of this Section G;
- (o) **"PayNow Linkage"** means the linkage of any of your bank accounts held with us 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;
- (p) **"Permitted Use"** has the meaning ascribed to such term in Clause 8.9 of this Section G;
- (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 your unique SGQR quick response code registered under the Scheme;
- (t) **"Related Entity"** means any of our 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 your selected Payment Scheme;
- (w) **"SGQR"** means the Singapore Quick Response Code;
- (x) **"SGQR ID"** means the your unique identification in the CR for one or more of your business locations, comprising your Merchant Record, business address, Scheme Payload, and such other particulars as may be specified in the manuals of the Operator;
- (y) **"SGQR Location"** means your location or outlet specified in the Form;
- (z) **"SGQR Output"** means any file, data or output which is either (as applicable) provided by the Operator to us or any member of the Scheme, or generated by us or any member of the Scheme, and where the output format has been approved by the Owners;
- (aa) **"SGQR Service"** means your use of your PayNow corporate proxy with the central repository for SGQR and such other services to facilitate the collection of payments from your payors through the Scheme;
- (bb) **"Transaction"** means any payment transaction to be made to you by any person effected with the assistance of and through the Scheme;
- (cc) **"We", "our" or "us"** means DBS Bank Ltd;
- (dd) **"You" or "your"** means a business customer of ours who registered for PayNow with us and to whom we have agreed to provide the SGQR Service to, and shall include its agents, employees, officers, representatives, nominees and third party contractor.

SGQR REGISTRATION AND AMENDMENT



- 8.4 Conditions for Provision. Our provision of SGQR Service is subject to the following conditions:
- (a) you must have registered for PayNow with us and have a valid and existing PayNow Linkage; and
 - (b) you have not and will not register the your PayNow Linkage in respect of the SGQR Location for SGQR under the Scheme with any other bank.
- 8.5 Our Entitlement to Reject. We shall be entitled, in our sole and absolute discretion, to reject or not process any SGQR registration or amendment request without providing any reason.
- 8.6 Duty to Update. You must promptly inform us in writing of any change in:
- (a) the information in your SGQR ID and/or the information required for you to use the SGQR Service (including your SGQR Location); and/or
 - (b) the information in your PayNow registration with us. For the avoidance of doubt, no change of your PayNow registration shall be effective and binding on us unless you provide notification of the aforesaid change pursuant to this Clause 8 of this Section G.

USE OF THE SGQR SERVICE

- 8.7 QR Code and Printing
- (a) Upon successful registration of your PayNow corporate proxy under the Scheme, we may provide your QR Code image obtained from the CR Register at the time of registration. You must ensure that any QR Code you use is the latest version from the CR Register and we are not be responsible for ensuring that any QR Code made available is the latest version of the QR Code in the CR Register.
 - (b) You must print and use the QR Code in full conformity with such directives, specifications, protocols, guidelines or recommendations as we may issue or notify you from time to time. If in our discretion we agree to print any QR Code for you, this will be subject to terms we may specify. We may send the printed QR Code to your mailing address in our records, but we have no liability if it is delayed, intercepted or lost in transit.
 - (c) Where you display any QR Code at your physical store or shop, you shall ensure that: (i) any QR Code (and all updated or revised versions) is displayed in a visible and prominent position and location in your physical store or shop; (ii) only a single QR Code in respect of each SGQR ID is placed at each SGQR Location; and (iii) you display any promotional material provided by us and publicize to payors the payment methods which are accepted by you and promptly comply with all directives issued by us and/or the Owners relating to the display of the QR Code.
 - (d) Where you generate any QR Code or incorporate any other data into the QR Code, you shall be responsible for the completeness and accuracy of all data you incorporate and shall ensure that any such QR Code complies fully with the prevailing SGQR specifications and requirements issued by the Owners from time to time.
 - (e) You shall not and shall not allow any person to misuse the QR Code and you agree to release us 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 you.

8.8 Your Responsibilities.

- (a) You shall promptly provide us with any information, data or documents we require in connection with our provision of the SGQR Service, including without limitation:
 - (i) your unique entity number or other identification, registered name, the base currency for any Transaction, merchant category code, and other particulars in your SGQR ID and Merchant Record and other related information in your Scheme Payload, and any other information relating to you;
 - (ii) such information we 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; and
 - (iii) information and details of any Transaction.
 - (b) You agree to provide all information and documents that we require and in such format and specifications as we may require. You represent and warrant that all information and documents provided is true, complete and accurate and that you shall immediately notify us 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.
 - (c) You shall comply with all directives, specifications, protocols, guidelines and practices provided or issued by us or the Controllers from time to time.
 - (d) You shall comply and will at all times comply with Applicable Law (including the PDPA).
 - (e) You agree that you are 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 you or any other third party. Under no circumstances shall we have any liability in connection with any such matter.
- 8.9 Intellectual Property. You shall not acquire any rights in respect of Intellectual Property of ours 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. You agree that:
- (a) we and the Controllers are granted a world-wide, royalty-free and irrevocable license to use any Intellectual Property you furnish to us for the purpose of providing the SGQR Service (the "**Permitted Use**"); and



(b) we have the permission to furnish and license any Intellectual Property you furnish to us to the Controllers for the Permitted Use, and further warrant and represent that:

- (c) you are the sole and absolute owner of the Intellectual Property you furnish to us or otherwise have 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) our 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 you, you shall indemnify us 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.

- 8.10 **Binding Effect of Records.** You shall be bound by all electronic communications, computer files, messages, documents and records generated by the CR System and our systems in respect of the SGQR Service or in relation to any Transaction, which shall be final, conclusive and binding on you and your payors.
- 8.11 **Deregistration.** You shall promptly notify us in writing upon deregistering any PayNow Linkage the subject of the SGQR Service and authorise us to remove such Scheme Payload from your SGQR ID.
- 8.12 **Effect of Deregistration.** You understand 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.
- 8.13 **Force Majeure.** The SGQR Service shall be suspended for such time period as determined by us and/or the Controllers in the event of Force Majeure. "Force Majeure" means any event beyond the control of us and/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 ours or the Controllers or used by us or the Controllers.
- 8.14 **Termination.** You may terminate the SGQR Service by giving us not less than thirty (30) days' prior written notice. In addition to Clause 13 of Part A of these EB Services Terms and Conditions, we may, without notice, immediately cease to make all or any part of the SGQR Service available to you in our sole and absolute discretion.
- 8.15 **Termination Consequences** Upon termination of the SGQR Service:
- (a) you agree to do all things as we may reasonably require to facilitate the termination of the SGQR Service, including any de-registration or removal of any SGQR ID from the CR Register;
 - (b) you agree to destroy and delete all QR Codes in your possession or control and upon our request, to give us evidence of or certify such destruction and deletion promptly at your sole cost and expense; and
 - (c) we shall be authorized and entitled to update the CR Register, including the removal of any Scheme Payloads previously submitted by us to the CR Register.
- 8.16 **Fees and Charges.** You shall pay all charges and fees agreed with or imposed by us for the provision of the SGQR Service. You irrevocably authorise us to debit, without notice, any amount due, owing or payable by you from any bank account of yours maintained with us. In addition to and without prejudice to any other rights we may have, we may at any time and without notice to you, deduct from or set off against any payment or sum due to you, any amount due from you to us. If we need to convert currency, we will do so using our currency exchange rate in force at the time.
- 8.17 **Disclosure of Your Information.** In addition to Clause 8.2 of Part A of these EB Services Terms and Conditions, you acknowledge and agree that we and our officers, employees and agents are authorised to provide or disclose any information whatsoever relating to you, the SGQR Service, any Transaction or any other matters relating to the foregoing (including personal data comprised in any information submitted by you or Transactions) to:
- (a) our 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 us or you;
 - (c) any service provider, data carriers, agents of ours 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 yours;
 - (g) any proposed transferee or assignee of, or participant or sub-participant in, any rights and obligations of ours;
 - (h) any person whom we believe in good faith to be your 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 you; and
 - (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 us with you for a higher degree of confidentiality than that prescribed in law. The consents and our rights under this Clause are in addition to and are not affected by any other agreement with you and shall survive the termination of the SGQR Service.

- 8.18 Additional Authorisations. In addition and without prejudice to Clause 8.4 and 8.5 of Part A of these EB Services Terms and Conditions and Clause 8.17 of this Section G, you consent and authorise us to:
- (a) use, store, archive, process and/or disclose any Data for the purposes of (i) providing products and services to you, including the SGQR Service; (ii) meeting our and our Related Entities' operational, administrative and risk management requirements; (iii) complying with any requirement, as any of our Related Entities 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; and
 - (d) disclose to any person for such purposes in connection with the Scheme as required by any of the Controllers.
- 8.19 Approvals and Consents. You have obtained full and accurate authorisations, mandates, consents and approvals required by Applicable Law (including the PDDPA) before submitting any information and data in connection with the SGQR Service (including personal data, your other Payment Schemes and/or that of any third party, your Merchant Record, Scheme Payload and SGQR IDs) ("**Data**") to us.
- 8.20 Confidentiality. You shall keep strictly confidential all specifications, protocols or directives 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 our prior written consent is obtained.
- 8.21 No Warranties. You agree and understand that:
- (a) the SGQR Service is a third party service that is neither owned nor operated by us 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 we are 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; and
 - (d) the use of the SGQR Service is at your own risk and we do 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 us or any third party service providers, including any warranties of merchantability, satisfactory quality, fitness for a particular purpose, and/or compliance with description.
- 8.22 What we are not legally responsible for. In addition and without prejudice to our rights under Clause 11 of Part A of these EB Services Terms and Conditions and Clause 4.14 of this Section G, you agree that unless the law says otherwise, we will not be held liable to you or any third party for any loss, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) incurred in connection with the following circumstances:
- (a) any outdated, obsolete, erroneous or superseded QR Code generated or used by you;
 - (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 us or the Controllers;
 - (i) any Transaction, including disputes or claims you face or may face in relation to any Transaction or otherwise from your payors or other third parties; and/or
 - (j) any incorrect or incomplete or outdated information or instructions provided by you to us.
- We 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 you or any third party.
- 8.23 Indemnity. In addition to our rights under Clause 11 of Part A of the EB Services Terms and Conditions, you agree to indemnify us against and/or pay us all losses, damages, expenses, costs (including legal costs we pay or have to pay to our lawyers and losses, damages, expenses and costs arising out of claims or proceedings) which we may pay or have to pay as a result of:
- (a) any false, erroneous, inaccurate, incomplete or outdated information provided to us;



- (b) any breach of your representations, warranties and obligations in the SGQR Terms;
- (c) any printing or display of any QR Code which does not conform to our or the Controllers' protocols or directives (including the SGQR Branding and Presentment Protocol);
- (d) any breach of Applicable Law;
- (e) any Transaction deemed or determined by us to be fraudulent or unauthorized;
- (f) any fraudulent, illegal or unlawful activity by you;
- (g) any acts or omissions of your 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/or
- (i) our contemplation of or execution, exercise or enforcement of any of our rights, powers, remedies, authorities or discretions against you.

9. ADDITIONAL TERMS AND CONDITIONS GOVERNING DBS eGIRO SCHEME SERVICES

9.1 Applicability of this Provision. You agree that the following additional terms and conditions ("**eGIRO Terms**") shall apply to your access and use of the eGIRO Scheme (defined below) via the EB Services. The rights and obligations set out under these eGIRO Terms shall be cumulative, in addition to and without prejudice to any other rights we may have and your other obligations to us under any other provision of these EB Services Terms and Conditions.

9.2 Introduction

(a) The eGIRO Scheme enables you to perform and complete the following activities:

9.2.1.1 creating direct debit authorisations electronically via a Participating BO Landing Page (defined below) for the relevant Participating BO (defined below) to initiate direct debit collections via GIRO or FAST (defined below) directly from your designated bank account opened and maintained with us ("**eGIRO Creation Request**"); and

9.2.1.2 where enabled by the relevant Participating BO, cancelling any eGIRO Creation Request with respect to such Participating BO electronically via a Participating BO Landing Page ("**eGIRO Cancellation Request**"). Where such cancellation functionality is not enabled by the relevant Participating BO via a Participating BO Landing Page, you acknowledge that the cancellation of any eGIRO Creation Request with respect to such Participating BO will need to be submitted to us using the means permitted by us and in the form and manner prescribed by us.

9.3 Definitions. For the purposes of this Clause, the following definitions apply:

- (a) "**ABS**" means the Association of Banks in Singapore (UEN No.: S73SS0047K), a society registered in Singapore and having its registered address at #12-08, MAS Building, 10 Shenton Way, Singapore 079117.
- (b) "**eGIRO Cancellation Request**" is defined in Clause 9.2(b)(ii) of this Section G.
- (c) "**eGIRO Creation Request**" is defined in Clause 9.2(b)(i) of this Section G.
- (d) "**eGIRO Scheme**" means the electronic direct debit authorisation scheme designated or known as "eGIRO" (or such other successor or replacement name as may be designated by ABS from time to time), including the services, content and functions made available in relation to such scheme.
- (e) "**eGIRO Terms**" is defined in Clause 9.1 of this Section G.
- (f) "**FAST**" means "Fast and Secure Transfers", a payment rail managed by the Singapore Clearing House Association.
- (g) "**GIRO**" means "General Interbank Recurring Order", a payment rail managed by the Singapore Clearing House Association.
- (h) "**Operator**" means a third party operator designated by ABS from time to time to operate the system underlying the eGIRO Scheme, for the purposes of facilitating the submission, transmission and validation of electronic direct debit authorisations under the eGIRO Scheme.
- (i) "**Participating Bank**" means an entity which is for the time being entitled to participate in the eGIRO Scheme as an applicant bank and/or a billing organisation bank. A current list of such entities is available at: <https://abs.org.sg/consumer-banking/eGIRO>.
- (j) "**Participating BO**" means an entity which is for the time being entitled to participate in the eGIRO Scheme as a billing organisation.
- (k) "**Participating BO Landing Page**" means, in respect of a Participating BO, the webpage(s) or landing page(s) on such part of the website or mobile application operated and/or owned by such Participating BO for use in connection with the eGIRO Scheme.
- (l) "**Purpose**" means: (i) to give effect to any Electronic Instruction; and (ii) for compliance with any order of any court or government or regulatory authority in any jurisdiction.

9.4 Use of the eGIRO Scheme

(a) General

9.4.1.1 You represent, warrant and undertake that all information provided in connection with an eGIRO Creation Request / a cancellation request in respect of an eGIRO Creation Request (including eGIRO Cancellation Request or a cancellation request submitted to us through any other permitted means) are complete, true and accurate in all respects and that we shall not be under any obligation to assess or verify the reasonableness, completeness, truth, accuracy, authenticity or contents of such information.



- 9.4.1.2 For the purpose of authorising the eGIRO Creation Request or submitting an eGIRO Cancellation Request, you will be redirected from the Participating BO Landing Page to the EB Services and accordingly these terms and conditions are in addition to and shall be read in conjunction with such other terms and conditions applicable to the access to and/or use of the EB Services.
- 9.4.1.3 Upon authorising the eGIRO Creation Request using the EB Services / submitting a cancellation request in respect of an eGIRO Creation Request (including eGIRO Cancellation Request or a cancellation request submitted to us through other permitted means) you agree that such direct debit authorisation / cancellation of such direct debit authorisation will take effect only after such request has been successfully processed and you shall ensure that: (i) in the case of an eGIRO Creation Request, you continue making the relevant payments directly to the relevant Participating BO using alternative payment methods until the direct debit authorisation becomes effective; or (ii) in the case of a cancellation request in respect of an eGIRO Creation Request, you continue ensuring that there are sufficient and immediately available funds in the relevant designated bank account at all times to enable us to act upon the relevant Participating BO's debit request(s).
- 9.4.1.4 Notwithstanding the submission of the eGIRO Creation Request(s) and without prejudice to any other terms and conditions herein, you agree that you remain solely responsible for the full and timely payment of any amounts payable to the relevant Participating BO(s), and neither we nor ABS shall be liable for any failure thereof or any delay thereto.
- (b) eGIRO Creation Request. By submitting an eGIRO Creation Request:
- 9.4.2.1 you agree that the relevant Participating BO shall be entitled to initiate direct debit collections via GIRO or FAST directly from the designated bank account opened and maintained with us, and you hereby instruct us to process and act upon such Participating BO's request to debit such designated bank account, such amounts as may be specified by such Participating BO from time to time (subject to any payment limit as may be specified in such eGIRO Creation Request and/or as may be prescribed by us from time to time), each without further reference to you and without any further consent or confirmation from you or any further notice to you. We shall also be entitled to treat such instructions, and such designations, as being irrevocable and unconditional, conclusive and binding on you, and you agree that we shall further be entitled to ignore any conflicting instructions. Notwithstanding the foregoing, you acknowledge that: (i) we are not obliged to effect payment if the relevant Participating BO does not initiate direct debit collections via GIRO or FAST in the manner required by us; and (ii) we do not have control over the date on, or the amount for, which the relevant Participating BO initiates direct debit collections via GIRO or FAST and we are under no obligation to verify any payment due date or payment amount;
- 9.4.2.2 you agree that the authorisation shall remain effective and in force until the earliest of the following:
- 9.4.2.2.1 the expiry date as may be specified in the eGIRO Creation Request;
- 9.4.2.2.2 the effective date of the relevant cancellation request submitted to us in respect of an eGIRO Creation Request (including eGIRO Cancellation Request or a cancellation request submitted to us through any other permitted means), following our receipt and successful processing thereof; or
- 9.4.2.2.3 such date as we may notify you from time to time; and
- 9.4.2.3 you undertake to ensure that there are sufficient and immediately available funds in the relevant designated bank account at all times to enable us to act upon the relevant Participating BO's debit request(s), and we are entitled to reject any Participating BO's debit request(s) if the relevant designated bank account does not have sufficient funds and charge you a fee for such unsuccessful debiting. We may also at our discretion allow the debit even if this results in an overdraft on the account and impose charges accordingly.
- (c) Cancellation request. Notwithstanding the submission of a cancellation request in respect of an eGIRO Creation Request (including eGIRO Cancellation Request or a cancellation request submitted to us through any other permitted means) and Clause 9.4(a)(iii) of this Section G:
- 9.4.3.1 you acknowledge that we may have received, processed and/or acted upon the relevant Participating BO's debit request submitted on or before the effective date of such cancellation request, and we shall not be obliged to reverse or cancel any such debiting; and
- 9.4.3.2 you shall ensure that there are sufficient and immediately available funds in the relevant designated bank account at all times to enable us to act upon the relevant Participating BO's debit request(s) referred to in Clause 9.4(c)(i) of this Section G, and we are entitled to charge you a fee for any unsuccessful debiting and/or impose charges on you if we at our discretion allow the debit even if this results in an overdraft on the account.
- 9.5 Collection, use, disclosure and processing of information
- (a) Information submitted by you. You hereby give your consent to us (whether by ourselves or through our service providers) to collect, use, disclose and/or process personal data such as your name, NRIC, passport number or other identification number on file with us and any other information in our records that relate to you or that you have provided in connection with the eGIRO Creation Requests, cancellation requests in respect of eGIRO Creation Requests (including eGIRO Cancellation Request or a cancellation request submitted to us through any other permitted means) or otherwise submitted to us in connection with the use of and/or access to the EB Services and/or eGIRO Scheme, including to disclose to:
- 9.5.1.1 any person purporting to be you (and/or where applicable, your Users) upon our verification of his/her identity to our satisfaction in accordance with our prevailing procedure, for the Purpose;
- 9.5.1.2 ABS and the Operator for the Purpose; and
- 9.5.1.3 the relevant Participating BOs and the relevant Participating Banks which is the billing organisation bank for the relevant Participating BOs for the Purpose.
- 9.6 Compliance with guidelines and law. You agree to comply with any and all guidelines, notices, operating rules, policies and instructions pertaining to the use and/or access of the EB Services and/or eGIRO Scheme (including any amendments to the aforementioned published from time to time), as well as any applicable laws or regulations. You hereby represent, undertake and warrant that you shall not use the eGIRO Scheme in connection with any transaction, operation or activity prohibited by applicable laws or regulations.
- 9.7 Use of Security Codes and Security Mechanisms



- (a) You acknowledge and agree that participation in the eGIRO Scheme requires you to access and use the EB Services and that the EB Services may only be accessed and/or used with the relevant Security Codes and/or Security Mechanisms under the terms of these EB Services Terms and Conditions. You further acknowledge that we may at any time in our sole and absolute discretion forthwith change or invalidate any Security Codes and/or Security Mechanisms.
- (b) You agree that you and your Users shall at all times keep your Security Codes and/or Security Mechanisms confidential. You are to notify us immediately if you have knowledge or have reason to suspect that the confidentiality of such Security Codes and/or Security Mechanisms has been compromised or if there has been any unauthorised use of such Security Codes and/or Security Mechanisms.

9.8 Users.

- (a) You acknowledge and confirm that the Users are severally and/or jointly (as the case may be) empowered and authorised to give Electronic Instructions through the EB Services on your behalf and act as your agent when accessing and/or using the EB Services. We are entitled to rely on any use of your or your Users' Security Codes as conclusive evidence as against you and your Users that such use is by or with the authority of you and/or your User to whom the Security Codes are assigned.
- (b) Whether actually authorised by, used and/or accessed by you or not, all use and/or access of the EB Services, and the issuance of any Electronic Instruction by your Users, shall be deemed your use and/or access and/or Electronic Instruction. All references to your use and/or access of the EB Services in these eGIRO Terms shall be deemed to include each of your User's use and/or access and shall apply to your Users as well where applicable.

9.9 Actual or Purported Use or Access, Instructions or Communications

- (a) You agree and acknowledge that any: (i) use of or access to, or purported use of or access to, the EB Services; and/or (ii) information, data, instructions or communications, whether or not authorised by you, referable to your or your Users' Security Codes shall, as the case may be, be deemed to be: (a) use of or access to the EB Services by you; and/or (b) information, data, instructions or communications transmitted and validly issued by you. Without prejudice to Clause 9.4(b)(i) of this Section G, you agree that we shall be entitled to act upon, rely on and/or hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you, and we shall be under no obligation to assess or verify the reasonableness, completeness, truth, accuracy, authenticity or contents of such information, data, instructions or communications.
- (b) Without prejudice to Clause 9.4(b)(i) of this Section G, you acknowledge that all Electronic Instructions (whether authorised by you or not) are irrevocable and unconditional, conclusive and binding on you, upon transmission through the EB Services unless we in our sole and absolute discretion determine otherwise, and we shall be entitled to effect, perform and/or process such Electronic Instructions without further reference to you and without any further consent or confirmation from you or any further notice to you. You agree that we shall further be entitled to ignore any conflicting instructions.

9.10 Evidence/Records. You acknowledge and agree that the records of or maintained by us of: (i) the Electronic Instructions (whether authorised by you or not); (ii) the authorisations or operations made or performed, processed or effected through the EB Services by you or any person purporting to be you, acting on your behalf or purportedly acting on your behalf, with or without your consent; and (iii) any communications, authorisations, instructions or operations relating to the operation of the EB Services and/or eGIRO Scheme, shall be binding on you for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations.

9.11 General. You acknowledge that:

- (a) these eGIRO Terms are solely between you and us (and no other party). Accordingly, you shall have no right or claim against ABS in respect of these eGIRO Terms;
- (b) we and ABS are not involved in, and are not responsible for, any instructions, transactions or communications made between you and any Participating BO involving the access to and/or use of the EB Services, eGIRO Scheme, FAST and/or GIRO. Under no circumstances shall it be construed that we or ABS endorse or sponsor or are responsible or involved in the provision of any products obtained and/or purchased from or services rendered by any Participating BO or any relevant third party which shall be your responsibility or that of such Participating BO or relevant third party, and you acknowledge that such products / services are procured / used at your own risk and we shall not be liable where there is any dispute or claim relating to such products / services (including Participating BO's fulfillment thereof);
- (c) we and ABS neither endorse nor assume any responsibility in respect of the Participating BO Landing Pages, and the Participating BO Landing Pages should only be accessed at your own risk. You acknowledge and agree that you shall be solely responsible for any access to or use of the Participating BO Landing Pages, including complying with the relevant terms and conditions for the access to or use of such Participating BO Landing Pages, and you acknowledge that such Participating BO Landing Pages are accessed / used at your own risk; and
- (d) the EB Services and eGIRO Scheme are provided on an "as is" and "as available" basis without warranty of any kind. The accessibility and operation of the EB Services, eGIRO Scheme, FAST and/or GIRO may rely on technologies outside our or ABS' control.

9.12 Suspension / variation / termination of EB Services and eGIRO Scheme

- (a) You acknowledge and agree that ABS may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the eGIRO Scheme (including in connection with unplanned downtime or scheduled maintenance of the relevant systems) and shall not be liable if any such upgrade, modification, suspension or alteration to or discontinuation of the eGIRO Scheme prevents you from using or accessing the eGIRO Scheme and/or any part or feature thereof.
- (b) You acknowledge and agree that we may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the EB Services (including in connection with unplanned downtime or scheduled maintenance) and shall not be liable if any such upgrade, modification, suspension or alteration to or discontinuation of the EB Services prevents you from using or accessing the EB Services and/or eGIRO Scheme and/or any part or feature thereof.



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9.13 eGIRO mark and name. The mark and name “eGIRO” is exclusively owned by ABS and such mark or name cannot be used save as expressly authorised by ABS and in accordance with any directions given by ABS from time to time. Nothing in the eGIRO Scheme, EB Services and/or these eGIRO Terms shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use (including as a meta tag or as a “hot” link to any other website) the “eGIRO” mark and name, without the written permission of ABS. Without limiting the foregoing, you will not use in any way and will not reproduce any trademark, logo, trade name and/or similar mark that is associated with “eGIRO”, without ABS’ prior written consent.

Third party rights. The provisions of the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) shall apply in respect of ABS which you and us agree, has been conferred rights and benefits under the applicable terms and conditions of these eGIRO Terms.



Section H – Supplementary Terms and Conditions for Taiwan

This Section applies to and governs the provision of EB Services by DBS Bank (Taiwan) Ltd., and the receipt and use of EB Services by customers of DBS Bank (Taiwan) Ltd. Please note that if you are receiving the EB Services in any country other than Taiwan, other local laws may apply.

To the extent indicated below, this Section supplements and amends Part A of these EB Services Terms and Conditions, and forms part of these EB Services Terms and Conditions.

1. VALIDITY OF ELECTRONIC INSTRUCTIONS

1.1 Validity of Electronic Instructions. You agree that any Electronic Instruction transmitted via the EB Services shall be as valid as a document in writing between the parties and is appropriate for the uses and purposes for which the EB Services are used.

2. CHARGES AND EXCHANGE OR INTEREST RATES

2.1 Payment of Charges. You acknowledge, agree and accept the payment obligation for charges and/or fees associated with the EB Services as set out in these EB Services Terms and Conditions as well as in our current charges schedule.

3. AMENDMENTS AND VARIATIONS

3.1 Clause 16.6 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

16.6 Amendments and Variations. We may by notice to you (such notice may be given in the form set out in Clause 15 or via the EB Services or announcement posted at our business premises and/or on our website), amend these EB Services Terms and Conditions, the scope of the EB Services, the scale of charges payable (in accordance with Clause 12.1) or the User Guide. We will give you:

- (a) 60 calendar days' notice where the amendment relates to the scale of charges payable (unless such changes are not within our control or are in your favour); or
- (b) reasonable notice in the case of any other amendment,

provided that we are not obliged to give you any advance notice if amendments are required in an emergency or where it is impracticable for us to give such advance notice (in which case such amendments will take immediate effect). If you or any User continue to use the EB Services after the effective date of such amendment you are deemed to have agreed to the same.

4. DISCLOSURE OF ACCOUNT INFORMATION AND PERSONAL DATA

4.1 Acknowledgement of Terms and Conditions Governing Personal Data. You acknowledge and agree to Clause 8 of Part A of these EB Services Terms and Conditions and other provisions set out in relevant agreements or terms and conditions between you and us in connection with the collection, processing and usage of Personal Data and transactional information.

4.2 Provision of Consent in Writing. You represent and warrant that, with respect to any personal data regarding any of your Users and directors, supervisors, officers and/or employees of your company/organisation provided by you to us, each of the relevant persons has consented (and, upon our request, you will provide us with the consent(s) in writing from the relevant personnel) to our collection, processing, use and (international) transmission of such Personal Data and transactional information.

5. JURISDICTION

5.1 Jurisdiction for Disputes. Despite Clause 16.8 of Part A of these EB Services Terms and Conditions, in the event of a dispute arising from and/or in connection with these EB Services Terms and Conditions, the parties agree to submit the dispute to the jurisdiction of the Taiwan Taipei District Court in the first instance.

5.2 Customer Services. Should you have any questions and complaints with respect to the EB Services, you may use our Direct Line for Service and Complaint: +886 2 6612 9889 (as may be amended from time to time).

6. GOVERNING LANGUAGE

6.1 Clause 16.9 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

16.9 Governing Language. If these EB Services Terms and Conditions are translated into any other language, both the English version and the translated version shall be equally effective, provided that the Chinese version shall prevail in the event of any inconsistency or contradiction.

7. DELETION OF CLAUSES 1 AND 3 OF PART B OF THESE EB SERVICES TERMS AND CONDITIONS

7.1 Clauses 1 and 3 of Part B of these EB Services Terms and Conditions shall be deleted.

8. ADDITIONAL TERMS AND CONDITIONS FOR USE OF DBS FINANCIAL SERVICES ADD-ON MODULE (DBS GATEWAY) ON SAP BUSINESS ONE

8.1 Applicability of this Provision. You agree that the following additional terms and conditions shall apply to your access to and use of DBS Financial Services Add-on Module (DBS Gateway) Service ("DBS Gateway Service") on SAP BUSINESS ONE (SAP B1) marketed by Chunghwa Telecom Co., Ltd to transmit transaction and non-transaction instructions to us and receive payment status, statements, and other information from us.

8.2 Use of DBS Gateway Service. To use DBS Gateway Service, you must be a corporate subscriber of Chunghwa Telecom SAP B1.



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- 8.3 Acceptance of Inherent Risk. You understand that any messages exchanged between us via DBS Gateway are subject to risks. The following are given as illustrations including without limitation of the types of risks which you may encounter of using DBS Gateway Service. You agree to accept the risks and agree that we are not responsible for any damages or losses result from this:

Your access to DBS Gateway Service may be interrupted from time to time due to related software, system, or equipment malfunction, updates, maintenance and repair of the network, or other reasons that are beyond our control. We reserve the right to suspend or interrupt DBS Gateway Service during any such time or unresolved period without notice, and this may impact your ability to use DSB Gateway Service and complete any transaction and non-transaction instructions or our ability to receive or handle the instructions for the duration of such suspension or interruption.

For the duration of DBS Gateway Service suspension, you may use DBS internet banking, branches, or any other service channels to proceed with transactions or any related services.

There is a risk that any network latency in DBS Gateway Service may cause delays in transmission of messages beyond the applicable cut-off times and affect the completion time of any instructions. For example, the value-dating of your payment instructions may be delayed.

- 8.4 Termination. We may terminate DBS Gateway Service immediately by giving you a written notice once you cease to be a corporate subscriber of Chunghwa Telecom SAP B1 or we and Chunghwa Telecom Co., Ltd terminate or cancel the SAP B1 Add-on Module service and cooperation agreement.



Section I – Supplementary Terms and Conditions for United Kingdom

This Section applies to and governs the provision of EB Services by DBS Bank Ltd. London Branch, and the receipt and use of EB Services by customers of DBS Bank Ltd., London Branch. Please note that if you are receiving the EB Services in any country other than the United Kingdom, other local laws may apply.

To the extent indicated below, this Section supplements and amends Part A of these EB Services Terms and Conditions, and forms part of these EB Services Terms and Conditions.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. Unless expressly provided to the contrary in this Section, capitalised terms in this Section shall have the meaning given to those terms in Part A of these EB Services Terms and Conditions. In addition, unless the context otherwise requires:

"UK" means England, Wales, Scotland, Northern Ireland and the Isles of Scilly (together with the Isle of Man and the Channel Islands).

2. APPLICATION OF THE PAYMENT SERVICES REGULATIONS 2017 (SI 2017/752) ("PSR")

2.1 Representation and Warranty. You represent and warrant that you are not a consumer or a charity or a micro-enterprise as defined in regulation 2, Part 1 of the PSR. You are deemed to repeat this representation each time you use the EB Services provided under these EB Services Terms and Conditions. You acknowledge that we are placing reliance upon this representation and that if the representation is untrue, false or misleading in any way then this may have implications for our relationship with you.

2.2 Applicability of PSR. PSR applies to payment account¹ only. You agree that the provisions of Part 6 (Information Requirements for Payment Services) of the PSR² and regulations 66(1), 67(3), 67(4), 75, 77, 79, 80, 83, 91, 92 and 94 as set out in Part 7 (Rights and Obligations in Relation to the Provision of Payment Services) of the PSR³ shall not apply in respect of the EB Services provided under these EB Services Terms and Conditions.

2.3 Time Period for Notification. You agree that the time period for notifying us of any unauthorised or incorrectly executed payment transaction is any such period specified in the Account Opening Terms rather than as set out in regulation 74(1) of the PSR.

2.4 Payment Initiation and Account Information Services. Access to payment account for payment initiation service⁴ and account information service⁵ is only available for payment account which is accessible online and will be subject to these EB Services Terms and Conditions.

You may use third party providers who offer payment initiation services or account information services (or both) so long as they are authorised by law; they are open and transparent about their identity; and they are acting in line with the relevant regulatory requirements. It is your responsibility to check these third party providers are authorised and we will not be responsible for any loss that results by you using third party providers.

You will need to give us explicit consent if you wish to use these services⁶. Your right to access and use these services is personal to you and is not transferable. The information you provide must be accurate, complete and up-to-date. You must not use these services for any unlawful purpose or in a manner that is inconsistent with these EB Services Terms and Conditions and any Account Opening Terms.

3. DISCLOSURE OF ACCOUNT INFORMATION AND PERSONAL DATA

3.1 To the extent the information includes personal data and to the extent required by the General Data Protection Regulation and Data Protection Act 2018 which include any amendments, supplements and/or guidelines issued thereunder (the "**relevant data protection laws**"), we shall ensure that an adequate level of protection is in place.

We are committed to protecting your personal data. We will use your information for a number of different purposes, for example, to manage your Account, to provide our products and services to you and to meet our legal and regulatory obligations. We may also share your information with any of our Bank Member, Provider and our trusted third parties for these purposes. For more detailed information on how and why we use your information, including the rights in relation to your personal data, and our legal grounds for using it, please see our privacy notice, the current version of which is available at: <https://www.dbs.com/iwov-resources/images/uk/Data%20Privacy%20Notice.pdf> or you can request a copy from us.

3.2 Our Responsibilities as Data Controller. We are conscious of our responsibilities as a "data controller" under the **relevant data protection laws** and shall endeavour to ensure that the personal data we obtain and process relating to you will only be processed in accordance with these EB Services Terms and Conditions and the **relevant data protection laws**. We may obtain personal data relating to you from your use of your **Account**. We will keep your personal data for as long as necessary for the purposes for which it was collected to provide you with our services and to conduct our legitimate business interests or where otherwise required by law. You have a right to access the personal data we hold about you.

¹ PSR, reg 2 defines "payment account" to mean an account held in the name of one or more payment service users which is *used for the execution of payment transactions*. European Commission explains that the definition of payment account covers all accounts where the holder can place and withdraw funds *without any additional intervention or agreement of his payment service provider* such as current accounts.

² PSR, reg 40(7)

³ PSR, reg 63(5)

⁴ PSR, reg 69 – A service that allows a third party to instruct us to make payments from your account on your behalf.

⁵ PSR, reg 70 – A service that allows you to see your accounts with different providers in one place.

⁶ PSR, reg 69(2) and 70(3)



3.3 **Your Responsibilities under the relevant data protection laws.** If you provide us with personal data of any individual (including, without limitation, your employees, officers, any professional advisers, agents and/or representatives) who are connected to your business, you represent and warrant to us that you are lawfully processing (as such term is defined in the **relevant data protection laws**) the personal data and has, to the extent required by law and regulation, notified the relevant individual of the purposes for which his personal data will be collected, processed, used and/or disclosed and any consents required have been obtained and are valid; and you are lawfully providing the personal data to us to use and disclose for the purposes of providing products and services to you; meeting our operational, administrative, compliance and risk management requirements; and complying with any requirement as we reasonably deem necessary under any law or of any court, government authority or regulatory body.

You will comply with any and all **relevant data protection laws** and, in the event of a breach (whether actual or suspected) which may involve personal data transferred to us or by us to you, you will notify us immediately and will co-operate with us in respect of any reporting, investigation and/or taking mitigation measures.

4. **EXCLUSION OF SERVICES PROVIDED BY ELCY LTD.**

The following shall be appended to the last sentence of Clause 16.5 of Part A of these EB Services Terms and Conditions: *'For the avoidance of doubt, services provided by us in relation to the use of the electronic system(s) administered by ELCY Ltd. does not constitute an EB Service under these EB Services Terms and Conditions, and will continue to be governed by the prevailing terms and conditions for that service.'*

5. **E-COMMERCE REGULATIONS**

Applicability of Electronic Commerce Directive and Implementing Regulations. You agree that we are not required to comply with regulations 9(1), 9(2) and 11 of the Electronic Commerce (EC Directive) Regulations 2002⁷.

6. **COMPLIANT PROCEDURE**

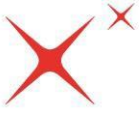
If you are not satisfied with any of our products or services, we have a complaint handling procedure that you can use to resolve such matters. A leaflet giving details of the procedure can be obtained on request.

We are a member of The Financial Ombudsman Service. If you are still not satisfied after following our complaint handling procedure, you can ask the Financial Ombudsman to review the complaint.

You can find out more about The Financial Ombudsman Service in a leaflet available on request. Alternatively you can write to: Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London E14 9SR or email them at complaint.info@financial-ombudsman.org.uk

We are also a member of the Financial Services Compensation Scheme (FSCS) established under the Financial Services and Markets Act 2000. In respect of deposits with a UK office, payments under the Scheme are limited to 100% of the first £85,000 of a depositor's total deposits with us. Deposits denominated in all currencies are treated alike. For further information about the compensation provided by the FSCS, refer to FSCS website at www.FSCS.org.uk.

⁷ Regulations 9 and 11 impose a duty on a service provider to provide certain information unless parties who are not consumers have agreed otherwise



Section J – Supplementary Terms and Conditions for Vietnam

This Section applies to and governs the provision of EB Services by DBS Bank Ltd, Ho Chi Minh City Branch, and the receipt and use of EB Services by customers of DBS Bank Ltd, Ho Chi Minh City Branch. Please note that if you are receiving the EB Services in any country other than Vietnam, other local laws may apply.

To the extent indicated below, this Section supplements and amends Part A and Part B of these EB Services Terms and Conditions, and forms part of these EB Services Terms and Conditions.

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** Unless expressly provided to the contrary in this Section, capitalised terms in this Section shall have the meaning given to those terms in Part A and Part B of these EB Services Terms and Conditions. In addition, unless the context otherwise requires:

- (a) **“Letter of Indemnity for Fax Instructions to the Bank”** means the facsimile indemnity letter, including its supplements and addenda thereto, provided by the customers of DBS Bank Ltd, Ho Chi Minh Branch to DBS Bank Ltd, Ho Chi Minh Branch and accepted by DBS Bank Ltd, Ho Chi Minh Branch;
- (b) **“Personal Data”** means data which relate to an individual who can be identified (i) from those data or (ii) from those data and other information which is in our possession or is likely to come into our possession, or any data that is considered personal data in accordance with the applicable law;
- (c) **“Procedures for Facsimile Instructions”** means the procedures or guidance in relation to the use of facsimile instructions as issued by DBS Bank Ltd, Ho Chi Minh Branch from time to time;
- (d) **“Registration Form”** means the registration form, in such form specified by the Bank from time to time, duly executed by you to request us to provide the relevant EB Services to you, including any additional or supplemental forms;

2. ROLES AND RESPONSIBILITIES

2.1 Clause 5.5(d) of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

- (d) our role in each Transaction is limited to being the service provider of the EB Services, and we do not act as your agent.

3. REVOCATION OF AUTHORITY

3.1 Clause 6.4 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

- 6.4 **Revocation of Authority.** You must ensure that each of your Users is aware of, and complies with, these EB Services Terms and Conditions. If any User is no longer authorised to access and/or use the EB Services, you must ensure that the appointment of such User is revoked by way of Transaction performed by your administrator, and that we are notified in writing immediately by you.

4. NOTICE REGARDING UNAUTHORISED ACCESS

4.1 The following paragraph shall be added at the end of Clause 7.1 "Nothing prejudice to Clause 11 of these EB Services Terms and Conditions and to the maximum extent permitted under the applicable law, you acknowledge and agree that you will be liable to all damages, loss, cost and expenses, and other risks in relation to unauthorised use of the Security Code or unauthorised access to the Security Mechanism, before we take any actions under Clause 7.2 and 7.3 below."

5. DISCLOSURE OF ACCOUNT INFORMATION AND PERSONAL DATA

5.1 Clause 8.5 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

- 8.5 **Duty to Obtain Written Consent.** You undertake that, with respect to any information whatsoever, including Personal Data relating to your Users, directors, supervisors, officers, employees of your company/affiliates, or any individuals or organizations provided by you to us, each of the relevant persons has consented (and, upon our request, you will provide us with the consent(s) in writing from the relevant person) to our collection, processing, use, disclosure and transmission (in or outside the Jurisdiction) of such information including Personal Data and transactional information according to the applicable law.

5.2 Clause 8.6 of these EB Services Terms and Conditions shall be deleted and replaced with the following:

- 8.6 **Applicability of Disclosure of Information Provision in Account Opening Terms.** You acknowledge and agree that the disclosure of information or other similar provisions in the Account Opening Terms shall apply to information relating to you and your Account(s) provided to us pursuant to these EB Services Terms and Conditions.

For the avoidance of doubt, nothing in this Clause 8 shall prejudice the application of any disclosure of information or other similar provisions in the Account Opening Terms. To the extent that disclosure of any information is governed by both these EB Services Terms and Conditions and the Account Opening Terms, disclosure of such information would be permitted to the extent we have the right to do so under these EB Services Terms and Conditions, or the Account Opening Terms, or both.

6. DELETION OF "TORT" IN CLAUSE 11.2(A) AND (B), 11.7(B) OF PART A OF THESE EB SERVICES TERMS AND CONDITIONS

6.1 Reference to "tort (including negligence)" in Clause 11.2(a) and (b) is deleted.



6.2 Clause 11.7(b) of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

(b) fraud or the deceit; or

7. CHARGES AND TAXES

7.1 Clause 12.1 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

12.1 Payment of Charges and Fees. You acknowledge, agree and accept the payment obligation for charges and/or fees associated with the EB Services as set out in these EB Services Terms and Conditions as well as in our current charges schedule as notified from time to time. You shall make all payments free and clear of, and without deduction, withholding or set-off on account of any tax or levy or any other charges present and future.

8. PREVAILING TERMS AND CONDITIONS

8.1 Clause 16.5 (b) of these EB Services Terms and Conditions shall be deleted and replaced with the following:

(b) Part B of these EB Services Terms and Conditions (that relates to the Specific EB Services that you apply for using);

9. GOVERNING LAW AND SUBMISSION TO JURISDICTION

9.1 Clause 16.8 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

16.8 Governing Law and Submission to Jurisdiction. These EB Services Terms and Conditions and any obligations arising therefrom are governed by the laws of the Jurisdiction. All disputes arising from or pursuant to these EB Services Terms and Conditions shall be resolved before the courts of the Jurisdiction.

10. GOVERNING LANGUAGE

10.1 Clause 16.9 of Part A of these EB Services Terms and Conditions shall be deleted and replaced with the following:

16.9 Governing Language. These EB Services Terms and Conditions are made in Vietnamese and English, and can be translated into any other language. The Vietnamese version, the English version and the translated version in any other language shall be equally effective, provided that the English version shall prevail over the Vietnamese version and the translated version in any other language in the event of any inconsistency or contradiction, unless otherwise required by the applicable law.

11. ACT AS PRINCIPAL

11.1 Clause 1.7 of Part B of these EB Services Terms and Conditions shall be deleted and replaced with the following:

1.7 Act as Principal. You agree that any Transactions executed via the DealOnline Service is effected between you and us on a principal to principal basis and we are not acting as your advisor or agent.

12. ADDITIONAL TERMS AND CONDITIONS FOR USE OF FACSIMILE MACHINE

12.1 The access to and use of EB Services provided through facsimile shall be governed by the Procedures for Facsimile Instructions, the agreements between customers of DBS Bank Ltd, Ho Chi Minh Branch and DBS Bank Ltd, Ho Chi Minh Branch (including but not limited to, the Letter of Indemnity for Fax Instructions to the Bank), or by terms and conditions issued by DBS Bank Ltd, Ho Chi Minh Branch in relation to the use of facsimile instructions or facsimile machine.

For the purpose of Clause 12.1 of this Section, references to "facsimile machine" and "facsimile" in Clause 2 of Part B of these EB Services Terms and Conditions, and Clause 2.2(b) of Part B of these EB Services Terms and Conditions, are deleted. For the avoidance of doubt, Clause 2 of Part B of these EB Services Terms and Conditions shall govern the use of telephone only.