



DBS ELECTRONIC CHANNEL (THIRD PARTY) SERVICES TERMS AND CONDITIONS

These DBS Electronic Channel (Third Party) Services Terms and Conditions ("**Terms**") set out the basis upon which we make the EC Services on the Channel (each term as hereafter defined) available to you, and these Terms shall govern your access and/or use of EC Services, including on or through the Channel (each term as hereafter defined).

Where from time to time: (a) you have an existing account with us and/or you are (or become) our customer; and (b) you have agreed to our prevailing General Banking Terms and Conditions, applicable Jurisdiction Schedules and relevant Service Schedule(s) (each as may be amended, supplemented, substituted and/or replaced from time to time) (collectively, the "**GBTC**"), these Terms supplement but do not supersede the terms of the GBTC, and in the event of any inconsistency between these Terms and the GBTC, the GBTC shall prevail to the extent of such inconsistency. For all users, these Terms supplement any specific terms that we may prescribe in relation to any EC Service.

Please read these Terms carefully. By accessing and/or using the Channel and/or EC Services (or continuing to do the same), you shall be deemed to have agreed to these Terms (as may be amended from time to time according to these Terms herein). If you do not agree to comply with these Terms, please do not access and/or use the Channel and/or EC Services, and immediately discontinue your use of and access to the same.

Part A – General Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, unless the context otherwise requires:

- (a) "**Authorisation**" means all your written authorisations and consents provided in such form and manner as we may require;
- (b) "**Bank**" means, in relation to each specific EC Service being accessed or used by you, the DBS entity providing such EC Service;
- (c) "**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;
- (d) "**Channel**" means the Internet website, program, application or communication service or device and any other location, resource or platform through which the EC Services may be accessed, as we may notify you from time to time;
- (e) "**Content**" means any data, information, reports, images, links, sounds, graphics, video, software or other materials made available through the EC Services;
- (f) "**Designated Contact**" means, the designated contact for the Bank in the Jurisdiction, as set out in Annex I of Part A of these Terms (as may be amended from time to time);
- (g) "**EC Services**" means the electronic services that we make available to you under these Terms;



- (h) **“Electronic Communications”** has the meaning set out in Clause 3.1;
- (i) **“Electronic Request(s)”** means any communication, request, message, data, or information received by us via the EC Services or pursuant to the EC Services, or otherwise referable to your Security Codes or those of your Users (including information delivered to us offline);
- (j) **“Jurisdiction”** means the country or territory where the Bank is located;
- (k) **“Malicious Code”** means any computer virus or other malicious, destructive or corrupting code, agent, programme, macros or other software, firmware or routine;
- (l) **“Notice”** has the meaning set out in Clause 14.1;
- (m) **“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, intergovernmental or supranational body; or (iv) regulatory, fiscal, taxing or other authority or organisation, in each case whether local or foreign;
- (n) **“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;
- (o) **“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 EC Services and/or other services or products to the Bank or a Bank Member;
- (p) **“Purposes”** has the meaning set out in Clause 8.4;
- (q) **“Recipient”** has the meaning set out in Clause 8.2;
- (r) **“Relevant Customer”** has the meaning set out in Clause 2.5;
- (s) **“Security Code”** means a sequence of numbers and/or letters or such other codes or procedures, whether generated by a Security Mechanism or otherwise, for use in connection with access to and/or use of the EC Services;
- (t) **“Security Mechanism”** refers to any security token, security credential, procedure or other device, equipment or method, regardless whether physical or electronic, which is used to generate a Security Code or which is used in connection with access to and/or use of the EC Services;
- (u) **“Prescribed Address”** means any of your contact details (including addresses, facsimile numbers, electronic mail addresses), including any contact details (i) provided to us by you and/or the Relevant Customer; (ii) which we may obtain from reliable sources as determined by us (including via third parties and the EC Services); and/or (iii) from which any correspondence from you or purported to be from you was sent or despatched to us;



- (v) **“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 EC Services;
- (w) **“User”** or **“Users”** mean the individuals or persons whom you have authorised or are deemed to have authorised to access and use the EC Services and/or to act as your administrator(s) to administer certain administrative functions relating to the access and use of the EC Services;
- (x) **“we”**, **“our”** or **“us”** mean the Bank and any Bank Member who provides services to you under these Terms, and their respective successors, assigns and transferees; and
- (y) **“you”** or **“your”** mean a person who signs up for the EC Services, and such person’s successors and permitted assigns.

1.2 In these Terms:

- (a) 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;
- (b) any reference to a statute, statutory provision, law, by-laws, regulation, statutory instrument or order includes a reference to any amendment, modification, consolidation, replacement or re-enactment of it for the time being in force and all statutes, statutory provisions, laws, by-laws, regulations, statutory instruments or orders made or issued pursuant to it;
- (c) references to a **“Clause”** shall be construed as references to the provision of these Terms 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 Terms;
- (d) if any period of time specified in these Terms 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;
- (e) the words **“other”** and **“otherwise”** shall not be construed *ejusdem generis* with any foregoing words, and the words **“include”**, **“includes”**, **“including”** and similar expressions shall be deemed to be followed by the words “without limitation”;
- (f) the words **“written”** and **“in writing”** include any means of visible reproduction;
- (g) section headings, clause headings and sub-headings are for convenience only and shall not affect the construction of these Terms; and
- (h) words denoting the singular number shall include the plural and vice versa.



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- 1.3 Supplementary Terms and Conditions. For the avoidance of doubt, the supplementary terms and conditions set out in Part B of these Terms, constitute part of these Terms. We may from time to time add to, remove or change such supplementary terms and conditions.
- 1.4 Indemnities. A reference in these Terms 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.
- 1.5 Binding Nature. These Terms apply to the EC Services provided to you and are binding on you.

2. AUTHORISATIONS

- 2.1 Provision of Authorisations. You shall provide us with any Authorisation which we may from time to time require for the EC Services and (if required) for each of your Users. If required by us, you shall procure that each of your Users provides an acknowledgement in writing confirming receipt of the Security Mechanism and/or Security Codes.
- 2.2 Activation of Access. We shall have the right in our sole and absolute discretion not to activate access to the EC Services or any part thereof 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 or for any other reason as we may see fit in our sole and absolute discretion. Notwithstanding the foregoing, we shall not be 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 EC Services and/or adding other Users. You shall be solely responsible for ensuring that your interests are adequately protected when making such appointments. We shall have the right in our sole and absolute discretion to require you to execute additional forms if you wish to give a User the sole power to authorise the sending or transmission of Electronic Requests.
- 2.4 Changes in Authorisation. The Authorisation for the EC Services and each of your Users applies only to the EC Services. Any change to the Authorisation should be made in writing and such change to the Authorisation for the EC Services will in no way affect the Authorisation for any other service provided by us, and *vice versa*.
- 2.5 For the avoidance of doubt, our making available any EC Service to you: (a) is at the request of our customer ("**Relevant Customer**") which intends to enter or has entered into a specific transaction with you; and (b) does not establish or give rise to a banking relationship between us and you or any general right to use or access the EC Services, which may be on a one-off basis. You acknowledge and agree that your use of and access to any EC Services is subject to all applicable terms and conditions between us and the Relevant Customer, and that we are merely a platform provider and unless expressly stated otherwise by us in writing we are not an agent of the Relevant Customer.



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3. **EC SERVICES, ELECTRONIC COMMUNICATIONS AND OTHER CONTENT**

- 3.1 **Provision of Electronic Communications.** We may (but shall not be obliged to) allow you to receive requested prompts or notifications in respect of certain Content from time to time (the “**Electronic Communications**”). Such Electronic Communications will be transmitted to you using such mode of delivery as we may in our sole and absolute discretion determine from time to time. You shall be responsible for any costs, expenses or charges incurred in respect of your receipt of such Electronic Communications.
- 3.2 **No Guarantee.** You acknowledge and agree that Content provided via Electronic Communications may be subject to time lags, delays and/or may be intercepted or lost and we do not guarantee the delivery, timeliness, completeness or accuracy of the Electronic Communications. Although we will put in place reasonable safeguards, we do not warrant the security of any Electronic Communications transmitted to you and you accept the continuing risk that the Electronic Communications may be accessed by unauthorised third parties.
- 3.3 **Limitations.** You acknowledge and agree that certain Channels may only be accessed and used by specified Users as we may authorise. You further acknowledge that any software, the EC Services, the Content and the Channels are provided on an “AS IS”, “AS AVAILABLE” basis only and that the time periods during which the EC Services may be available are subject to change. 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 any software, the EC Services, the Content and the Channels are expressly excluded. Neither party shall be 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.
- 3.4 **Modification, Removal, Suspension or Discontinuance.** We shall have the right in our sole and absolute discretion, without giving any reason, modify, remove, suspend or discontinue the provision of the EC Services or the Content or any Channels through which the EC 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.
- 3.5 **No Warranties.** Although we will put in place reasonable safeguards, we do not warrant that the EC Services, the Channel or the Content will be provided uninterrupted, free from any errors or Malicious Code, or that any defect will be corrected. No warranty of any kind, whether implied, express or statutory, is given in respect of the Content.
- 3.6 **Usage of Content.** Any Content made available to you via the EC Services is provided for your own use and you shall 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.
- 3.7 **Restrictions on Access or Usage.** You acknowledge and agree that due to legal or regulatory restrictions in any jurisdiction, you:



- (a) may not be able to access or use certain EC Services in or from such jurisdiction; or
- (b) may be infringing certain legal or regulatory requirements when accessing or using certain EC Services in or from such jurisdiction.

It is your duty to ascertain whether any such legal or regulatory restrictions exist, and we shall not be liable for any losses, damages, costs or expenses arising out of your inability to access or use such EC Services or any contravention of such legal or regulatory requirements. We may take steps to prevent such EC Services from being accessed or used in any jurisdiction as we may determine from time to time. You shall fully indemnify us from and against any losses that we may be subject to or suffer in connection with any failure by you to comply with any such legal or regulatory restrictions.

3.8 Additional Obligations. You shall have a continuing obligation to:

- (a) comply with all applicable laws and regulations when accessing and/or using the EC Services;
- (b) monitor your access and/or use of the EC Services at all times and to notify us in writing immediately of any suspicious, unauthorised or fraudulent Electronic Requests;
- (c) provide any and all information, statements or documents in connection with your access and/or use of the EC Services as we may request from time to time; and
- (d) ensure that all information provided and submitted to us are true, correct, accurate and complete in all respects and undertake to correct and update the same in writing to us if they are wrong, incorrect, inaccurate, incomplete or misleading.

4. **ELECTRONIC REQUESTS**

- 4.1 Authorised Users. You shall ensure that only Users with proper and valid authority (within any limits set by you and/or us on the relevant Users) send or transmit or authorise the sending or transmission of Electronic Requests to us via the EC Services.
- 4.2 Receipt of Electronic Requests. We shall not be deemed to have received any Electronic Request transmitted by you via the EC Services unless such Electronic Request is received by our System hosting the EC Services. Any Electronic Request 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 shall be deemed as an Electronic Request received on the next business day.
- 4.3 Presumption of Authenticity. You authorise us to treat all Electronic Requests received as requests or other communications properly authorised by you and binding upon you, notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding, and even if they conflict with the terms of any other requests or communications given by you.



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- 4.4 Processing of Electronic Requests. You agree and acknowledge that your Electronic Requests 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 Requests are received by us.
- 4.5 Roles and Responsibilities. You agree and acknowledge that:
- (a) the processing of Electronic Requests shall be subject to our prevailing standard procedures, service standards and pricing schedules from time to time;
 - (b) you have a continuing obligation to ensure the accuracy and completeness of Electronic Requests; and
 - (c) our role in connection with each Electronic Request is limited to being the platform provider of the EC Services, and we do not act as your agent nor do we have any fiduciary or banking relationship with you.
- 4.6 Cancellation of Electronic Requests. If you ask us to cancel or change the Electronic Requests, we will use reasonable endeavours to give effect to such request. However, we shall not be liable to you if we are unable to give effect to such request for any reason.
- 4.7 Adequacy of Security Procedures. You acknowledge and agree that the EC Services provide commercially reasonable security procedures to:
- (a) verify that Electronic Requests originate from you or your Users;
 - (b) verify that Electronic Requests are not changed during transmission to us via the EC Services; and
 - (c) indicate your or your Users' intention in respect of the information set out in the Electronic Requests,
- and that such security procedures are reliable and appropriate for the purpose(s) for which the Electronic Requests are generated or communicated.
- 4.8 Non-processing of Electronic Requests. We shall have the right in our sole and absolute discretion not to process an Electronic Request (or we may not process such Electronic Request in a timely manner) for any reason, including if:
- (a) we are unable to verify the identity of the User associated with the Electronic Request to our satisfaction;
 - (b) we have reason to suspect that there is any error, fraud, forgery, lack of clarity or misunderstanding; or
 - (c) we are of the view that the Electronic Request is inaccurate or incomplete.

To the maximum extent permissible under applicable law, we shall not be liable for any losses, damages, costs or expenses (whether arising directly or indirectly, and whether foreseeable or not) which you may suffer or incur because of us exercising our rights under this Clause or acting upon or relying on



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such erroneous, fraudulent, forged, unclear, incomplete or inaccurate Electronic Requests. Notwithstanding the foregoing, we shall not be required to investigate the authenticity or authority of persons (whether Users or otherwise) effecting the Electronic Requests or to verify the accuracy and completeness of the Electronic Requests.

4.9 Request for Additional Information. We shall have the right in our sole and absolute discretion, and without giving any reason:

- (a) require you and/or your Users to provide alternative proof of identity;
- (b) require any Electronic Requests to be confirmed through alternative means;
- (c) decline to act or refrain from acting promptly upon any Electronic Requests (e.g. where we need to verify the accuracy or authenticity of the Electronic Requests); and/or
- (d) determine the order of priority in effecting any Electronic Requests you have sent or transmitted to us.

4.10 Meaning of "Processed". For the purpose of this Clause, an Electronic Request shall have been "**processed**" when we have commenced carrying out the Electronic Request or are no longer reasonably able to cancel or revoke the same without causing prejudice to us, as we may determine.

5. **SECURITY**

5.1 Compliance with Security Requirements. You shall 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 or modification of any Security Mechanism and/or Security Code, or terminate the use of any Security Mechanism and/or Security Code without giving any reason or notice, and we shall not be liable to you for any loss or damage you may incur due to such termination by us.

5.2 Provision of Security Mechanisms and/or Security Codes. Security Mechanisms and/or Security Codes may be dispatched by us or otherwise provided to you and/or your Users (or, collected or otherwise received by 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, provision, collection and/or receipt is reasonably reliable, you shall be responsible for any loss, damage, cost or expense howsoever arising from the loss of such Security Mechanisms and/or Security Codes.

5.3 Authority of Users. You acknowledge and agree that your Users are severally and/or jointly (as the case may be) authorised to send or transmit Electronic Requests on your behalf, even if such Electronic Requests conflict with other requests or communications given by you at any time. Your Users shall be deemed to be your agent when accessing and/or using the EC Services.

5.4 Revocation of Authority. You shall ensure that each of your Users is aware of, and complies with, these Terms. If any User is no longer authorised to access and/or use the EC Services, you shall ensure that the appointment



of such User is revoked by way of an Electronic Request performed by your administrator, or that we are otherwise notified in writing immediately.

5.5 Presumption of Authority. Unless we have processed your Electronic Request for revocation under Clause 5.4 or received written notice from you under Clauses 5.4 or 7.1, we may rely and act on the correct entry of the Security Mechanisms and/or Security Codes as conclusive evidence of the authenticity of an Electronic Request and authority of the originator of such Electronic Request. You are responsible and liable for all Electronic Requests sent or transmitted or purported to be sent or transmitted on your behalf.

5.6 Responsibility for Use of Security Mechanisms and/or Security Codes. You shall be fully responsible for the use of any Security Mechanism and/or Security Code issued to you and/or your Users. You shall use your best endeavours to ensure that there is no unauthorised use of any Security Mechanism, Security Code or the EC Services. The Security Mechanism is to be used solely by you and/or your Users, and shall not be transferred or pledged as security in any way. You shall ensure that the Security Code is kept secret and, to the extent that the Security Code is static, you shall (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. **ADDITIONAL PROHIBITIONS**

6.1 Unauthorised Access and/or Use. You agree you shall not (and shall not knowingly allow, permit, nor assist any person to):

- (a) access and/or use our System, the Channel, EC Services and/or any Security Mechanism, and/or any part thereof:
 - (i) in an unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms; and/or
 - (ii) in a way that could damage, disable, overburden, impair or compromise the System, Channel, EC Services and/or any Security Mechanism (or the security thereof, including cybersecurity) or interfere with another person's access and/or use of the System, Channel, EC Services and/or any Security Mechanism; and/or
- (b) change, tamper, modify, disassemble, decompile, reverse-engineer, reverse-assemble, and/or attempt to derive the source code of any part of the System, Channel, EC Services and/or any Security Mechanism without our prior written consent,

(each an "**Unauthorised Use**")

and you are responsible for and shall indemnify us against all costs or expenses incurred by us (including costs or expenses incurred in rectifying the System, Channel, EC Services and/or any Security Mechanism) in connection with any such Unauthorised Use.



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7. **UNAUTHORISED ACCESS TO SECURITY MECHANISMS**

7.1 Notice Regarding Unauthorised Access. You shall immediately notify us in writing 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.

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 Requests originating from the compromised Security Mechanism and/or Security Codes.

Without prejudice to the generality of Clause 5.5, you shall be bound by all Electronic Requests 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 replacement Security Mechanism and/or Security Codes to you and charge a replacement fee.

8. **DISCLOSURE OF PERSONAL DATA**

8.1 Protection of Confidentiality. We will take commercially reasonable precautions to preserve the integrity and confidentiality of information relating to you provided to us pursuant to these Terms.

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 EC Services, your Electronic Request, including Personal Data:

- (a) to any Relevant Customer and/or 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 Terms;
- (d) to any person to the extent necessary for the purpose of giving effect to any Electronic Request;
- (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; and/or



(f) 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: (a) 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; and (b) 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) may collect, use, disclose, hold, and/or process any Personal Data provided pursuant to your and/or each User’s access to and use of the EC Services in connection with:

- (a) the provision of EC Services and for any other purpose connected with your and/or your Users’ access to or use of the EC 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 carrying out of statistical and other analysis;
- (d) meeting the operational, administrative and risk management requirements of the Bank or any Bank Members;
- (e) the monitoring and enforcement of compliance with these Terms; and/or
- (f) 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 shall 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.



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For the avoidance of doubt, 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 EC Services.

8.6 **Disclosure of Information.** For the avoidance of doubt, nothing in this Clause 8 shall prejudice the application of any disclosure of information or other similar provisions pursuant to any agreements between us and any Relevant Customer, and you agree that any rights we may have in relation to the disclosure of any information relating to any Relevant Customer shall also apply in relation to any information relating to you, your Electronic Requests sent or transmitted via the EC Services.

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 **Survival.** For the avoidance of doubt, the authority and consent you give pursuant to this Clause 8 shall survive the termination of these Terms.

9. **INTELLECTUAL PROPERTY RIGHTS & CONFIDENTIALITY**

9.1 **No Rights Transferred.** You acknowledge that, except as expressly provided under these Terms 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 EC Services (including the Security Mechanism). To the extent that you may acquire any such rights, you agree and undertake to: (a) transfer and assign these rights to us, and (b) sign any additional documents we may require to effect this from time to time.

9.2 **Confidentiality.** Any data, information or message transmitted to you through our System and/or via the EC Services is confidential and intended for the sole use of the intended recipient. If you are not the intended recipient, you shall immediately notify us and delete or destroy such data, information or message (and all copies, whether in electronic form or not). You shall keep, and shall procure that any person given access keeps, confidential all information about the EC Services, our System, the Security Mechanism, Security Code and any Content. You may only disclose such information to your Users and employees only to the extent strictly necessary for the proper use of the EC Services according to these Terms.

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 EC Services (including your particulars and those of your Users) is complete, true, accurate and not misleading;
- (b) you are (i) validly existing; (ii) not insolvent; and (iii) legally capable of entering into and performing your obligations under these Terms 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 Terms and any applicable laws; and (ii) ensure that those obligations are valid, legally binding and enforceable.

10.2 **Your Liability.** You shall be solely responsible and liable for all 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 any failure, neglect or omission by you to comply with any of your obligations, representations and warranties contained in these Terms.

11. **INDEMNITIES AND LIMITATION OF LIABILITY**

11.1 **Assumption of Risks.** You acknowledge there are security, corruption, transmission error and availability risks associated with using the EC Services and you agree, to the maximum extent permitted under applicable law, to assume such risks.

11.2 **Disclaimer.** To the maximum extent permitted under applicable law, we expressly disclaim all warranties, whether express, statutory or implied, including the warranties of non-infringement of third party rights, title, satisfactory quality, accuracy, adequacy, completeness, timeliness, merchantability, currency, reliability, performance, security, fitness for a particular purpose, continued availability, or inter-operability with other systems or services, and no such warranty or representation is given in connection with any software, the Channel, any Content, Electronic Communications, EC Services, and/or Electronic Requests.

11.3 **Limitation of Liability.** To the maximum extent permitted under applicable law, you acknowledge and agree that we (and each of our Providers) shall not be liable to you for:

- (a) any indirect, consequential, special or punitive loss or damage arising from the provision of the EC 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 EC Services, (ii) your access or use or your inability to access or use the EC Services, the Channel or the Content, (iii) use of any software provided by us; (iv) failure of our System, 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 Requests because of any failure of your System or other facilities or the telecommunication links used to transmit the Electronic Requests, (vii) any delay where the contents of an Electronic Request are ambiguous, incomplete or otherwise inaccurate, (viii) any unauthorised use of the Security Mechanism, Security Codes or the EC Services; (ix) any breach of security or unauthorised use of, corruption or transmission error associated with, your System or other facilities, (x) any act or omission of telecommunications carriers, internet



service providers or any other third party Provider or sub-contractor of the Bank, (xi) the exercise of any of our rights under these Terms, including our right of termination under this Agreement (xii) our reliance on such information submitted to us; or (xiii) 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; (xiv) 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; (xv) your negligence; and/or (xvi) your breach or non-compliance by you of these Terms.

To the extent not excluded, our maximum aggregate liability to you for all claims, suits, demands, actions or other legal proceedings in connection with these Terms, whether based on an action or claim in contract, negligence, tort or otherwise, shall not exceed ten Singapore dollars (S\$10) or (if expressly indicated in Part B of these terms) its local currency equivalent.

11.4 **Liability Arising from Use of Providers.** You acknowledge and agree that we shall have the right in our sole and absolute discretion to use any Provider(s) to carry out any of the EC Services from time to time. To the maximum extent permitted under applicable law, we shall not be liable for any act, omission, and/or default on the part of any such Provider(s), provided that we have used reasonable care in selecting such Provider(s).

11.5 **Indemnities.** To the maximum extent permitted under applicable law, you shall 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 these Terms including any failure to obtain consent pursuant to Clause 8.5 above and any breach of the representations and warranties specified in Clause 10 above;
- (b) any unauthorised use by any party of the Security Code or Security Mechanism;
- (c) any failure or malfunction in your System used in connection with the EC Services;
- (d) any Malicious Code designed to permit unauthorised access which have been introduced by you, which affects or causes the EC 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 proves to have been incorrect or misleading in any material respect;
- (f) the exercise of our rights under these Terms;
- (g) our acting or relying on the Electronic Requests; and/or
- (h) your access or use, or failure to access or use the EC Services,



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

- 11.6 **Compliance with Legal Obligations.** We shall have the right to act in compliance with any order of court, judgment or arbitral award served upon us in connection with any Electronic Request, without your approval. We may act pursuant to the advice of counsel with respect to any matter relating to these Terms and we shall not, to the maximum extent permitted under applicable law, be liable for any action taken or omitted in accordance with such advice.
- 11.7 **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.
- 11.8 **Exclusions from Limitation of Liability.** Nothing in these Terms 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. **TERMINATION**

- 12.1 **Termination.** We may at any time and without liability to you terminate your access to and/or use of the EC Services upon giving you written notice. We shall have the sole and absolute discretion to determine whether such termination shall affect any Electronic Request given by you which is properly received by us before such notice.
- 12.2 **Effect of Termination.** If we give to you any notice to terminate under Clause 12.1, you agree that:
- (a) you shall immediately stop using any Security Mechanism and/or Security Codes in respect of the EC Services; and
 - (b) you shall not retain any data pertaining to or received via the EC Services and all software provided by us (including any copies you have made) in your System unless we notify you otherwise. If we require you to destroy or delete any such data, you shall do so in accordance with any data removal procedure that we may prescribe.

13. **RECORDS CONCLUSIVE**

- 13.1 **Acceptance of Our Records as Conclusive.** Except for manifest error, you accept our records of any Electronic Request or other communications between you and us as final and conclusive and binding on you for all purposes.



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- 13.2 Notice Regarding Inaccurate Records. We may but shall not be obliged to provide you Electronic Communications, notices or records relating to your Electronic Request. If we do so, you shall inform us of any discrepancy or inaccuracy in any Electronic Communications, notice or record that we send to you within 14 calendar days from the date of such notice or record. If you fail to do so, you shall no longer have the right to dispute the contents of such notice or record and such notice 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 Communications, notice or record on file.
- 13.3 Admissibility of Records. To the maximum extent permissible under applicable law, you agree that all such records are admissible in evidence and will not dispute the accuracy or the authenticity of the contents of such records merely on the basis that such records were produced by a computer system.
14. **NOTICES**
- 14.1 Notices in Writing. All notices, demands, documents or other communications (collectively, the “**Notices**”) required or permitted to be given under these Terms, at law or otherwise shall be in writing.
- 14.2 Mode of Delivery or Service. In the case of:
- (a) Notices sent to or served, whether in Singapore or overseas, on you, such Notices may be sent to or served on you by leaving it at, or by posting it to, or despatching it by facsimile transmission, short message system (“**SMS**”), electronic mail, ordinary prepaid post or personal delivery, or other Internet or online communication channels, or by any other means, to any Prescribed Address, including user account(s) which we determine to be associated with you via postings, messaging or chat systems on social media or other online services; and
 - (b) Notices sent to us, such Notices shall be delivered personally or sent by prepaid registered post or by facsimile or by electronic mail addressed to the Designated Contact.
- 14.3 Receipt of Notices. You are deemed to receive any Notice sent by us (a) if delivered personally, at the time it was left at the Prescribed Address; (b) if sent by post, 1 business day after the date of despatch; (c) if sent by facsimile transmission, SMS, electronic mail or through any other Internet or online communication channels, or any other means not expressly referenced in Clause 14.3, immediately on despatch.
- 14.4 Valid Service of Documents. You further agree and accept that service of any documents (including Writ of Summons or other originating process) on you in accordance with this Clause 14, shall be deemed to be good and valid service, notwithstanding that such documents may not have been received by you or returned undelivered. In addition to these any methods of service referenced in this Clause 14, we may serve any document on you in accordance with any other method permitted by law.
- 14.5 Duty to Update. You shall promptly inform the Relevant Customer in writing of any change in your mailing address, fax number and/or electronic mail address for communication or any of your relevant particulars available in our records (including signature, authorised signatory and/or mandate) and, if we request, to send us all supporting documents in relation thereto as we may require. You agree and acknowledge that we shall



be entitled to a reasonable time period, not being less than 7 business days from our receipt of any instruction from the Relevant Customer to amend any of your relevant particulars, to act and effect the change in our records, after which, we may rely on the change.

- 14.6 Applicability of this Provision. This Clause 14 relates only to Notices in respect of matters concerning these Terms.

15. **MISCELLANEOUS**

- 15.1 Information Requests. You shall 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 shall provide upon our reasonable request such assistance or cooperation as we may require in connection with any investigation or dispute resolution process.

- 15.2 Continuing Effect. The termination of your access to and use of the EC Services shall not affect any provision of these Terms which is capable of being performed and/or which survive, operate or continue to have effect after such termination. Termination shall not prejudice any right of action already accrued to a party in respect of any breach of these Terms by the other party.

- 15.3 Severability. If any provision of these Terms is unlawful or unenforceable under any applicable law, it shall, to the extent permitted by such law, be severed without affecting the validity of the other provisions.

- 15.4 No Reliance. Except as set out in these 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 EC Services.

- 15.5 Priority of Terms and Conditions. If there is any conflict between the various Parts of these Terms, the terms shall prevail in the following order of priority unless otherwise expressly stated:

- (a) Part B of these Terms; and
- (b) Part A of these Terms.

In addition to these Terms, our prevailing terms and conditions governing other services provided to you shall, unless otherwise specified in writing, continue to apply and bind you. For the avoidance of doubt, services provided by us in relation to the use of the messaging system within the Standardised Corporate Environment (SCORE) administered by the Society for Worldwide Interbank Financial Telecommunication (SWIFT) does not constitute an EC Service under these Terms, and shall continue to be governed by the prevailing terms and conditions for that service.

- 15.6 Amendments and Variations. We may by notice to you change these Terms. Such notice will be given in the form set out in Clause 14 or via the EC Services. If you or any User continues to use the EC Services after the effective date of such change, you shall be deemed to have agreed to the same.



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

We shall have the right in our sole and absolute discretion to transfer to any Bank Member any or all of our rights and obligations under these Terms without your consent. Once we notify you of the transfer, the transferee shall assume all transferred rights and obligations from the date of the transfer.

In addition, we shall have the right in our sole and absolute discretion, without notice to you or your consent, delegate or sub-contract any rights or obligations under these Terms to any third party, and appoint third party Providers, agents and/or sub-contractors to provide the whole or part of the EC Services.

- 15.8 Governing Law and Submission to Jurisdiction. These Terms 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 Terms shall be resolved before the courts of the Jurisdiction, and you agree to submit to the jurisdiction of such courts.

- 15.9 Governing Language. If these Terms 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.

- 15.10 Rights of Third Parties. Except for the Providers, no person other than the parties can enforce any of the provisions in these Terms. No third party consent is required to vary or terminate the agreement between the parties in respect of the EC Services.

- 15.11 Waiver. No forbearance, delay or indulgence by us in enforcing these Terms 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 Terms.



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ANNEX I

Jurisdiction	DBS entity	Designated Contact
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	DBS Bank (Hong Kong) Limited	9/F, Millennium City 6 392 Kwun Tong Road, Kwun Tong Kowloon, 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 Limited	Ground Floor, Express Towers, Nariman Point, Mumbai 400 021 India Attention to: Client Services
Indonesia	PT Bank DBS Indonesia	Capital Place, 16th Floor Jl. Jend. Gatot Subroto Kav. 18 Jakarta 12710, Indonesia Attention to: Global Transaction Services
Singapore	DBS Bank Ltd.	Changi Business Park Crescent #03-05A, DBS Asia Hub Singapore 486029 Attention to: Channel Management, Technology and Operations
Vietnam	DBS Bank Ltd. – Ho Chi Minh City Branch	Floor 11, Saigon Center, 65 Le Loi, District 1, Ho Chi Minh City, Viet Nam Attention to: Global Transaction Services



Part B – Supplementary Terms and Conditions for Specific Locations

Section A – Supplementary Terms and Conditions for the People’s Republic of China (PRC)

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

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

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 Terms. In addition, unless the context otherwise requires:

- (a) “**DBS Privacy Policy**” means the DBS Privacy Policy available at www.dbs.com/privacy, as may be amended, supplemented and/or substituted by us from time to time;
- (b) “**Personal Data**” means any data saved in electronic form or otherwise that can be used independently or together with other information to identify a natural person or reflect the activities of a natural person.
- (c) “**PRC**” means the People’s Republic of China which for the sole purpose of this Section, excluding Hong Kong, Macau and Taiwan.

2. DISCLOSURE OF INFORMATION AND PERSONAL DATA

2.1 Clause 8.4 of Part A of these Terms shall be deleted and replaced with the following:

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 collect, use, disclose, transfer (including cross border transfer), hold, process or use any Personal Data provided pursuant to your and each User’s access to and use of the EC Services in connection with the following purposes and for any and all the purposes stated in the DBS Privacy Policy:

- (a) the provision of EC Services and for any other purpose connected with your or your Users’ access to or use of the EC Services, including the provision of the EC Services for you or your Users to send or transmit Electronic Requests;
- (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 Electronic Requests;



- (d) the carrying out of statistical and other analysis;
 - (e) the monitoring and enforcement of compliance with these Terms; and/or
 - (f) to comply with applicable laws, including anti-money laundering and anti-terrorism laws,
- (collectively, the “**Purposes**”).

2.2 Clause 8.5 of Part A of these Terms shall be deleted and replaced with the following:

Duty to Obtain Consent. If you provide us with Personal Data of any individual (including, where applicable, your directors, partners, office holders, officers, employees, authorised agents, users, shareholders and beneficial owners), you confirm that you have obtained such individual’s consent for, and hereby consent on behalf of such individual to, the collection, processing, use, transfer (whether cross border or not) and disclosure of his/her Personal Data by us in accordance with the DBS Privacy Policy.

2.3 A new Clause 11.8(c) shall be inserted into Part A of these Terms as follows:

(c) damage to the assets as a result of wilful misconduct or gross negligence;

The original Clause 11.8(c) of Part A shall be renumbered as Clause 11.8(d).

2.4 Acknowledgment of Terms and Conditions Governing Personal Data. You acknowledge and agree to Clause 8 of Part A of these Terms (as amended by Clauses 2.1 and 2.2 above) and other provisions set out in relevant agreements or terms and conditions between you and us in connection with the collection, processing, use, transfer (whether cross border or not) and disclosure of Personal Data.

2.5 DBS Privacy Policy. You agree that the DBS Privacy Policy is incorporated by reference into and forms part of these Terms. You further agree that the DBS Privacy Policy applies to all Personal Data provided by you or otherwise collected by us from any other sources or in the course of your relationship with us or any of our Bank Members and you consent to the collection, processing, use and disclosure of Personal Data in accordance with the DBS Privacy Policy.

2.6 Conflict. In the event of any conflict or inconsistency between these Terms and the DBS Privacy Policy, the former shall prevail.

2.7 Continuing consent. Any consent given pursuant to these Terms in relation to Personal Data shall survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of these Terms and the termination of the EC Services. Notwithstanding the above, you always have a right to withdraw consent by a written notice to us subject to our acknowledgement of safe receipt.



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Section B – Supplementary Terms and Conditions for the Hong Kong Special Administrative Region (HKSAR)

This Section applies to and governs the provision of EC Services by DBS Bank (Hong Kong) Limited or DBS Bank Ltd., Hong Kong Branch, and the receipt and use of EC Services in or from the Hong Kong Special Administrative Region (HKSAR). Please note that if you are receiving the EC Services in any jurisdiction other than the Hong Kong Special Administrative Region (HKSAR), other local laws may apply.

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

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 Terms. In addition, unless the context otherwise requires:

- (a) **“DBS Data Policy Notice”** means the DBS Data Policy Notice available at our website (www.dbs.com.hk) or at any of our branches in Hong Kong, as may be amended, supplemented and/or substituted by us from time to time; and
- (b) **“Personal Data”** has the meaning ascribed to such term in the Personal Data (Privacy) Ordinance of Hong Kong.

2. DISCLOSURE OF INFORMATION AND PERSONAL DATA

2.1 Clause 8.4 of Part A of these Terms shall be deleted and replaced with the following:

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) may hold, process or use any Personal Data provided pursuant to your and each User’s access to and use of the EC Services in connection with the following purposes and for any and all the purposes stated in the DBS Data Policy Notice:

- (a) the provision of EC Services and for any other purpose connected with your and/or your Users’ access to or use of the EC Services, including the provision of the EC Services for you or your Users to send or transmit Electronic Requests;
- (b) where you have consented to receiving direct marketing materials or notices, the notification of relevant products or services to you;
- (c) the monitoring and analysis of Electronic Requests;
- (d) the carrying out of statistical and other analysis;
- (e) the monitoring and enforcement of compliance with these Terms; and



- (f) to comply with applicable laws, including anti-money laundering and anti-terrorism laws,

(collectively, the “**Purposes**”).

- 2.2 Acknowledgment of Terms and Conditions Governing Personal Data. You acknowledge and agree to Clause 8 of Part A of these Terms 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.
- 2.3 DBS Data Policy Notice. You agree that the DBS Data Policy Notice is incorporated by reference into and forms part of these Terms. You further agree that the DBS Data Policy Notice applies to all Personal Data provided by you or otherwise collected by us from any other sources or in the course of your relationship with us or any of our Bank Members and you consent to the collection, processing, use and disclosure of Personal Data in accordance with the DBS Data Policy Notice.
- 2.4 Conflict. In the event of any conflict or inconsistency between these Terms and the DBS Data Policy Notice, the former shall prevail.
- 2.5 Continuing consent. Any consent given pursuant to these Terms in relation to Personal Data shall survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of these Terms and the termination of the EC Services.

3. **INDEMNITIES AND LIMITATION OF LIABILITY**

- 3.1 Clause 11.3 of Part A of these Terms shall be amended by replacing the last paragraph of that clause with the following:

“To the extent not excluded, our maximum aggregate liability to you for all claims, suits, demands, actions or other legal proceedings in connection with these Terms, whether based on an action or claim in contract, negligence, tort or otherwise, shall not exceed fifty Hong Kong dollars (HK\$50).”

- 3.2 Clause 11.5 of Part A of these Terms shall be amended by replacing the words after subparagraph (h) of that clause with the following:

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



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Section C – Supplementary Terms and Conditions for the Republic of India

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

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

1. **Definition of Sensitive Personal Data:** For the purpose of Clauses 8.5 of these Terms, the term "Sensitive Personal Data" shall include (i) password; (ii) financial information such as Bank account or credit card or debit card or other payment instrument details; (iii) physical, physiological and mental health condition; (iv) sexual orientation; (v) medical records and history; (vi) biometric information; (vii) any detail relating to the above sub-clauses (i) to (vi). In the event of enactment of any legislation in the future relating to privacy of information, Sensitive Personal Data shall include such additional information as may be specified in such legislation.
2. If you are an Indian resident, then notwithstanding anything contained herein, for the purposes of Clause 11.3 (Limitation of Liability) of these Terms, our liability shall not at any given point in time exceed an amount of INR 1,000.
3. **DBS Privacy Policy.** You agree that the DBS Privacy Policy available on DBS India Website <https://www.dbs.com/india/privacy/policy/default.page> is incorporated by reference into and forms part of these Terms. You further agree that the DBS Privacy Policy applies to all **personal information** provided by you or otherwise collected by us from any other sources or in the course of your relationship with us or any of our Bank Members and you consent to the collection, processing, use and disclosure of personal information in accordance with the said DBS Privacy Policy.
4. Clause 8.5 of Part A of these Terms shall be deleted and replaced with the following:

Duty to Obtain Consent. If you provide us with Personal Data of any individual (including, where applicable, your directors, partners, office holders, officers, employees, authorised agents, users, shareholders and beneficial owners), you confirm that you have obtained such individual's consent for, and hereby consent on behalf of such individual to, the collection, processing, use and disclosure of his/her Personal Data by us in accordance with the DBS Privacy Policy.
5. **Conflict.** In the event of any conflict or inconsistency between these Terms and the DBS Privacy Policy, the former shall prevail.
6. Notwithstanding any registration on the Do Not Call registry or the National Customer Preference Register ("NCPR") and/or Do Not Disturb ("DND") database, you consent to DBS, its personnel and all such third parties as duly authorised by DBS to contact/get in touch with you by way of E-mail/telephone call/SMS/In-app notification for the purposes of administering or servicing



(including for feedback, experience surveys, usability studies and for any other form of market research, survey or studies) any of the Bank's products/services.

Section D – Supplementary Terms and Conditions for the Republic of Indonesia

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

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

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 Terms. In addition, unless the context otherwise requires:

- (a) **“DBS Privacy Policy”** means the DBS Privacy Policy available at www.dbs.com/privacy, as may be amended, supplemented and/or substituted by us from time to time; and
- (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, either directly or indirectly through electronic and/or non-electronic system;

2. **DISCLOSURE OF PERSONAL DATA**

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

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 EC Services, your Electronic Request, including Personal Data:

- (a) to any Relevant Customer and/or 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 Terms;



- (d) to any person to the extent necessary for the purpose of giving effect to any Electronic Request;
 - (e) to any other person and/or government institution, including, among others, any internal and external auditors and the Financial Services Authority (*Otoritas Jasa Keuangan*, “**OJK**”), 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; and/or
 - (f) to any person where we in good faith deem it reasonable to disclose,
- (collectively, the “**Recipients**”).

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

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 EC Services in connection with the following purposes and for any and all the purposes stated in the DBS Privacy Policy:

- (a) the provision of EC Services and for any other purpose connected with your or your Users’ access to or use of the EC 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 carrying out of statistical and other analysis;
- (d) the monitoring and enforcement of compliance with these Terms; and
- (e) 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 Terms shall be deleted and replaced with the following:

Duty to Obtain Consent. You confirm that you have obtained the consent of any and all individuals whose Personal Data is supplied to us and/or the Recipients, and to the extent required by the law, will present us the written consent from the owner of the Personal Data and/or the approval from the relevant authorities:



- (a) in relation to the collection by you and the disclosure of his/her Personal Data to us; and
- (b) in relation to the collection, processing, use, transfer and disclosure of his/her Personal Data by us in accordance with the DBS Privacy Policy;

You also confirm that you have informed the Personal Data owner of the:

- a. benefit, risks, and consequence associated with the collection, processing, use, transfer and disclosure of such Personal Data as well as the usage of the EC Services;
- b. 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 you shall 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.

For the avoidance of doubt, 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 EC Services.

2.4 The following Clauses are to be added in Clause 8 of Part A of this Terms:

Security. We will exercise care and diligence on the integrity and security of any Personal Data and we will endeavour to implement an appropriate security according to the best practices of the industry and in compliance with the applicable laws and regulations to protect the confidentiality of the Personal Data from time to time. We will conduct immediate investigation and notify you and the Personal Data owner in writing upon any disclosure of Personal Data as a result of a breach of security and to carry out the necessary action in accordance with the applicable laws and regulations.

DBS Privacy Policy. You agree that the DBS Privacy Policy is incorporated by reference into and forms part of these Terms. You further agree that the DBS Privacy Policy applies to all Personal Data provided by you or otherwise collected by us from any other sources or in the course of your relationship with us or any of our Bank Members and you consent to the collection, processing, use and disclosure of Personal Data in accordance with the DBS Privacy Policy.

Conflict. In the event of any conflict or inconsistency between these Terms and the DBS Privacy Policy, the former shall prevail.

Retention Period. We will retain your personal information as long as permitted under the prevailing laws and regulations and delete/destroy your personal information within the period



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as required under the prevailing laws and regulations, unless you instruct us to delete/destroy such information.

3. **MISCELLANEOUS**

3.1 The following clause is to be added in Clause 15 of Part A of these Terms:

User Complaint. Should you or the User have any complaint on the provision of the EC Services, or the collection, processing, use, transfer and disclosure of your Personal Data by us, you may report such complaint to our Business Care unit via email to: businesscareid@dbs.com.

We will contact you for following up on your complaint within 3 working days.

3.2 Governing Language. The DBS Privacy Policy and these Terms are prepared in Indonesian and English language. In the event of any discrepancy or inconsistency between the English version and the Bahasa Indonesia version of the DBS Privacy Policy and these Terms, the English version shall prevail and the relevant Bahasa Indonesia version shall be deemed to be automatically amended to conform with and to make the relevant Bahasa Indonesia text consistent with the relevant English text.



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Section E – Supplementary Terms and Conditions for the Republic of Singapore

This Section applies to and governs the provision of EC Services by DBS Bank Ltd., and the receipt and use of EC Services in or from the Republic of Singapore. Please note that if you are receiving the EC 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 Terms, and forms part of these Terms.

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 Terms. In addition, unless the context otherwise requires:

- (a) “**DBS Privacy Policy**” means the DBS Privacy Policy available at www.dbs.com/privacy, as may be amended, supplemented and/or substituted by us from time to time; and
- (b) “**Personal Data**” has the meaning ascribed to such term in the Personal Data Protection Act 2012 of Singapore.

2. **DISCLOSURE OF INFORMATION AND PERSONAL DATA**

2.1 Clause 8.4 of Part A of these Terms shall be deleted and replaced with the following:

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 EC Services in connection with the following purposes and for any and all the purposes stated in the DBS Privacy Policy:

- (a) the provision of EC Services and for any other purpose connected with your or your Users’ access to or use of the EC Services, including the provision of the EC Services for you or your Users to send or transmit Electronic Requests;
- (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 Electronic Requests;
- (d) the carrying out of statistical and other analysis;



- (e) the monitoring and enforcement of compliance with these Terms; and
- (f) to comply with applicable laws, including anti-money laundering and anti-terrorism laws,

(collectively, the “**Purposes**”).

2.2 Clause 8.5 of Part A of these Terms shall be deleted and replaced with the following:

Duty to Obtain Consent. If you provide us with Personal Data of any individual (including, where applicable, your directors, partners, office holders, officers, employees, authorised agents, users, shareholders and beneficial owners), you confirm that you have obtained such individual’s consent for, and hereby consent on behalf of such individual to, the collection, processing, use and disclosure of his/her Personal Data by us in accordance with the DBS Privacy Policy.

2.3 Acknowledgment of Terms and Conditions Governing Personal Data. You acknowledge and agree to Clause 8 of Part A of these Terms 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.

2.4 DBS Privacy Policy. You agree that the DBS Privacy Policy is incorporated by reference into and forms part of these Terms. You further agree that the DBS Privacy Policy applies to all Personal Data provided by you or otherwise collected by us from any other sources or in the course of your relationship with us or any of our Bank Members and you consent to the collection, processing, use and disclosure of Personal Data in accordance with the DBS Privacy Policy.

2.5 Conflict. In the event of any conflict or inconsistency between these Terms and the DBS Privacy Policy, the former shall prevail.

2.6 Continuing consent. Any consent given pursuant to these Terms in relation to Personal Data shall survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of these Terms and the termination of the EC Services.



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Section F – Supplementary Terms and Conditions for the Socialist Republic of Vietnam

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

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

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 Terms. In addition, unless the context otherwise requires:

- (a) **“DBS Privacy Policy”** means the DBS Privacy Policy available at www.dbs.com/privacy, as may be amended, supplemented and/or substituted by us from time to time and is incorporated by reference into and forms part of these Terms.
- (b) **“Personal Data”** means personal identifiable information about you and/or other individual(s) that may be collected through your usage of the EC Services, such as name, identification card number, birth certificate number, passport number, nationality, address, telephone number, credit or debit card details, race, gender, date of birth, email address, any information about you and/or other individual(s) which you have provided to the Bank in registration forms, application forms or any other similar forms and/or any information about you and/or other individual(s) that has been or may be collected, stored, used and processed by the Bank from time to time and includes sensitive personal data such as data relating to health, religious or other similar beliefs and/or the like, and other information that may enable identification of a specific individual who is using the EC Services.

2. **EC SERVICES. ELECTRONIC COMMUNICATIONS AND OTHER CONTENT**

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

No Guarantee. You acknowledge and agree that, Content provided via Electronic Communications may be subject to time lags, delays and/or may be intercepted or lost. Although we will put in place reasonable safeguards, to the maximum extent permitted under the applicable law, we do not guarantee the delivery, timeliness or accuracy of the Electronic Communications, the security of any Electronic Communications transmitted to you and you accept the continuing risk that the Electronic Communications may be accessed by unauthorised third parties.

2.2 Clause 3.5 of Part A of these Terms shall be deleted and replaced with the following:



No Warranties. Although we will put in place reasonable safeguard, to the maximum extent permitted under the applicable law, we do not warrant that the EC Services, the Channel or the Content will be provided uninterrupted, free from any errors or Malicious Code, or that any defect will be corrected”

3. **SECURITY**

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

Compliance with Security Requirements. You shall comply with all requirements, instructions and specifications relating to the Security Mechanism and/or Security Codes prescribed by us from time to time. 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 without giving any reason or notice, and we shall not be liable to you for any loss or damage you may incur due to such termination by us, unless otherwise required by the applicable laws.

4. **DISCLOSURE OF PERSONAL DATA**

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

Duty to Obtain Consent. If you provide us with Personal Data of any other individual in the course of your relationship with us or any of our Bank Members, you confirm that you have obtained such individual's consent for, and hereby consent on behalf of such individual to, the collection, processing, use and disclosure of his/her Personal Data by us in accordance with the DBS Privacy Policy.

4.2 Clause 8.8 shall be deleted and replaced with the following:

Survival. For the avoidance of doubt, the authority and consent you give pursuant to this Clause 8 shall survive the termination of these Terms, unless we receive your request in writing clearly specifying your revocation of authority and consent previously given, whether in whole or in part. Notwithstanding the above, we will store your Personal Data and those of other individuals provided by you for a certain time period in accordance with our internal policy and for other reason for the protection of information if required by applicable law. The Personal Data stored in the electronic files shall be deleted using the technical method that makes the records unrecoverable.

4.3 DBS Privacy Policy. You agree that the DBS Privacy Policy is incorporated by reference into and forms part of these Terms. You further agree that the DBS Privacy Policy applies to all Personal Data provided by you or otherwise collected by us from any other sources or in the course of your relationship with us or any of our Bank Members and you consent to the collection, processing, use and disclosure of Personal Data in accordance with the DBS Privacy Policy. In the event of any conflict or inconsistency between these Terms and the DBS Privacy Policy, the former shall prevail.



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- 4.4 Acknowledgment of Terms and Conditions Governing Personal Data. You acknowledge and agree to Clause 8 of Part A of these Terms 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.