

DBS TERMS AND CONDITIONS FOR DIGITAL WALLET

These terms apply when you add your DBS/POSB credit or debit card ("**Card**") to your mobile device ("**Digital Wallet**") for use in an electronic format without presenting the physical Card ("**Mobile Card**"). These terms are to be read with our Debit Card Agreement, Credit Card Agreement, and Terms and Conditions Governing Electronic Services. Capitalised terms that are not defined here adopt the meanings set out in the relevant agreements.

You agree to these terms when you add, activate or use your Mobile Card, and/or provision the Card for use within a Digital Wallet.

1. ELIGIBILITY FOR AND SETTING UP A MOBILE CARD

1.1 We shall have the sole discretion to determine the Cards which are eligible for enrolment as Mobile Cards within a Digital Wallet. A Card or an underlying Card account, which is not in good standing, may not be eligible for use as a Mobile Card in a Digital Wallet.

1.2 You are required to comply with the terms of the Digital Wallet provider in order to provision your Card for use within a Digital Wallet. The Digital Wallet provider may decline your enrolment of a Card within a Digital Wallet and suspend, delete or reactivate a Mobile Card enrolled within the Digital Wallet. We shall not be liable if you are unable to enrol a Card within a Digital Wallet for any reason.

2. USE OF MOBILE CARD AND APPLICABILITY OF CARD AGREEMENTS

2.1 You may use your Mobile Card for authorised transactions subject to applicable limits or conditions we impose, by tapping or waving the Mobile Card against the following devices made available by any participating merchant who accepts a Mobile Card:

- (a) Contactless-enabled point-of-sale terminal or reader ("**Contactless Payment Reader**") for contactless transactions ("**Contactless Transactions**"); or
- (b) Magnetic stripe point of sale terminal ("**Magnetic Stripe Reader**"), for magnetic secure transmission transactions ("**MST Transactions**").

2.2 Transactions made on your Mobile Card will be charged to the Card account. The use of your Card as a Mobile Card (including any applicable interest, fees, and charges) shall be governed by the DBS Credit Card Agreement for credit cards and DBS Debit Card Agreement for debit cards. All relevant references to "Card" include a "Mobile Card"; and references to "Card Transactions" include "Mobile Card transactions".

2.3 By enrolling a Card as a Mobile Card within a Digital Wallet, authenticating and (i) placing your mobile device near a merchant's Contactless Payment Reader or Magnetic Stripe Reader, or (ii) using such Mobile Card for in-app purchase and/or digital commerce payments, you authorise payment for the merchant's products or services on that Mobile Card. The Card network may require you to verify your identity as the Cardholder in order to complete your Mobile Card transaction.

2.4 Without prejudice to the foregoing, you acknowledge the ease with which unauthorised Contactless Transactions and MST Transactions may be carried out on your Mobile Card. You accept the risk of unauthorised Contactless Transactions and MST Transactions and agree to undertake all necessary precautions against unauthorised use, when you use your Mobile Card. You shall be liable

for all Contactless Transactions and MST Transactions incurred on the Mobile Card, including any erroneous or unauthorised transactions arising from fraud, recklessness, negligence or mistake, and you agree that we shall not be liable for any unauthorised transactions.

3 DIGITAL WALLET

3.1 You agree to all terms of use imposed by the Digital Wallet provider or your mobile carrier, including fees and limitations which may restrict your use of the Digital Wallet and/or Mobile Card, and you shall be solely responsible to meet all such fees and limitations.

3.2 When you enrol your Card for use within a Digital Wallet, you acknowledge that certain account information relating to the Card may be transmitted to and stored within your mobile device, SIM card, with the Digital Wallet provider and/or on the system of a third party working with the Digital Wallet provider (“**Stored Information**”), and you agree that Digital Wallet provider and/or the third party working with the Digital Wallet provider may use such Stored Information. We shall not be liable to you or any third party for the use or misuse of any Stored Information. You agree to delete all Stored Information from your mobile device if they are no longer in use or you are no longer the owner of your mobile device.

3.3 You shall be solely responsible for maintaining the security of your mobile device and the confidentiality of your Digital Wallet login information, including your username and password associated with your mobile device, and you agree not to permit any other person to use your Mobile Card for transactions. You shall not use your Digital Wallet on any mobile device that you know or have reason to believe has had its security or integrity compromised for any reason, including where the mobile device has been “rooted” or had its security mechanisms bypassed. You shall be solely liable for any losses, damages and expenses arising from your use of any Digital Wallet on a compromised mobile device.

3.4 Payment networks and participating merchants may establish a maximum dollar limit for a single transaction completed using your Mobile Card.

4 SUSPENSION; CANCELLATION

We may block, restrict, suspend, disqualify or terminate your use of your Mobile Card within a Digital Wallet at any time, without notice and without providing any reason, including but not limited to (i) your breach of these terms, including any Card agreements, (ii) our suspicion of fraudulent activity, and (iii) any cancellation or suspension of your Card account. You agree that we will not be liable to you or any third party for any action taken in respect of the foregoing.

5 DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

5.1 You agree that we are not responsible for the use of function of the Digital Wallet provided by your Digital Wallet provider, and we make no representations, warranties or conditions of any kind in relation to any Digital Wallet. We shall not be liable for your use of the Digital Wallet and/or Mobile Card, including without limitation, the performance or non-performance of your Digital Wallet and/or Mobile Card, or any loss, injury or inconvenience which you may suffer.

5.2 You acknowledge and agree that access, use and maintenance of a Mobile Card within a Digital Wallet depends on the Digital Wallet provider and the networks of wireless or mobile carriers and other third-party services, applications or websites which we do not operate or have any control over. You agree that we are not liable to you for any circumstances which interrupt, prevent or otherwise affect the functioning of your Mobile Card within a Digital Wallet, and you shall look to such Digital Wallet provider or any wireless service provider in the event of any dispute arising from such use. We are not responsible for, and do not provide, any support or assistance for the Digital Wallet, any third party hardware, software or other products or services, including any technology-related concerns you face in connection with the Digital Wallet or your mobile device, and you agree to contact the Digital Wallet provider for all concerns arising from the Digital Wallet.

5.3 You acknowledge that a participating merchant may be unable to accord you any rewards and/or benefits under a particular rewards and/or benefits programme, in the event of any system disruption or for any other reason, even if you qualify for such rewards and/or benefits with the use of your Mobile Card. In such an event, you undertake to resolve all disputes directly with the merchant, and you agree that we are not liable for your non-receipt of any such reward and/or benefit.

6. PRIVACY AND SECURITY

6.1 When you set up your Card for use in a Digital Wallet, you agree that we may disclose particulars of your Mobile Card and/or the underlying Card account (including personal data) to the Digital Wallet provider and/or any other relevant party we deem necessary and reasonable to make such disclosure to facilitate our provision of the relevant service. You further agree that we may disclose any particulars of your Card, Mobile Card, Digital Wallet and/or your use (including any personal data) to such parties as authorised under the applicable Card agreements.

6.2 You consent to our collection, use, disclosure of your personal data in accordance with these terms and the DBS Privacy Policy, as may be amended from time to time at www.dbs.com/privacy). In the event of any conflict or inconsistency between these terms and the DBS Privacy Policy, these terms shall prevail.

6.3 You agree that we are not responsible for the privacy and security of any information you provide to, or is otherwise maintained by, the Digital Wallet provider, and such information shall be governed by the privacy policy of that Digital Wallet provider.

6.4 If you lose your mobile device which has a Digital Wallet containing your Mobile Card, discover that your Mobile Card had been used without your authorisation, or believe that your mobile device or Digital Wallet login information or equivalent had been compromised, you agree to notify us immediately and you may request that we deactivate your Card by calling our Customer Service Hotline at 1800 111 1111 or notifying us in writing. We may also require you to make a police report accompanied by written confirmation of such loss or disclosure and any other information that we may require. Until you do so, you shall remain liable for all transactions carried out using your Mobile Card.

7. CHANGES TO TERMS OF USE

We may revise these terms at any time by posting the updated version on our website, or by notifying you through any other means we determine at our sole discretion and you are deemed to have accepted the changes to these Terms by your continued access to or use of your Mobile Card.

8. DELAY OR FAILURE TO EXERCISE RIGHTS

Any delay or failure by us to exercise our rights and/or remedies under these terms or under any Charge does not represent a waiver of any of our rights.

9. GOVERNING LAW

These terms are subject to Singapore law and you agree to submit to the non-exclusive jurisdiction of the courts of Singapore.

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT, CHAPTER 53B

Unless we expressly state so, a person who is not a party to these terms has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or enjoy the benefit of these terms.