

# DBS Business Advance Card Agreement

This Agreement sets out the terms and conditions applicable to DBS Business Advance Cards (as defined below) issued by DBS Bank Ltd. Please read them carefully.

## 1. Definitions

- 1.1 Subject to Clause 1.2, all Cardmembers of the Business Platinum Credit Card may participate in the Programme.
- 1.1.1 **"Account Statement"** means any statement(s) issued by DBS of the amounts debited and/or paid to the Card Account stated in such statement(s). Such statement(s) may take any form and may be constituted by data stored in any electronic medium or system and transmitted through any computer system or facsimile machine.
- 1.1.2 **"Address"** includes any street address, electronic mail address and facsimile transmission number.
- 1.1.3 **"ATM"** means an automated teller machine or card operated machine or device whether belonging to DBS or to MasterCard Global ATM Network or CirrusATM Network or any other similar international network in which we may participate.
- 1.1.4 **"ATM Limit"** means the maximum permissible limit prescribed by DBS for all cash withdrawals and/or any other transaction which Cardholder or Cardmember may effect through an ATM in any one day.
- 1.1.5 **"Available Credit Balance"** in relation to the Card Account means the amount by which the Credit Balance exceeds the aggregate of:
- (a) the total amount of all cheques or bills which have been credited to the Card Account but which has not been cleared or collected; and
  - (b) the amount of the General Earmarked Balance on the Card Account.
- 1.1.6 **"Card"** means any debit card issued by DBS bearing the name MasterCard or VISA and/or the service mark of MasterCard or VISA (whether or not it also bears the name and/or mark of any other person or entities) and includes any such card issued in replacement or renewal of such card.
- 1.1.7 **"Cardholder"** means any person(s) nominated and authorised by the Cardmember from time to time, and acceptable to DBS to use the Card and/or Electronic Services.
- 1.1.8 **"Cardmember"** means the person, firm or corporation who or which is the applicant for any Card.
- 1.1.9 **"Card Account"** means the account (whether savings, current or otherwise) maintained in the name of the Cardmember (whether alone or with any other person or persons) with DBS and designated by DBS as the account for the purpose of the use of the Cards issued on the application or request of the Cardmember.
- 1.1.10 **"Card-Not-Present Transactions"** means transactions effected in a merchant environment where the Cardholder and the Card are not physically present at the time of usage. Typical Card Not Present Transactions include but are not limited to internet based transactions, mail, telephone or facsimile orders or reservations or recurring payments.
- 1.1.11 **"Card Particulars"** in relation to any Card, means the account number, expiry date and name embossed on the Card and the PIN of the Card.
- 1.1.12 **"Card Limit"** in relation to any Card, means the limit nominated by the Cardmember to DBS in writing from time to time or specified by DBS at its discretion from time to time up to which the total amount debited (or attempted to be debited) to the Card Account for the purpose of any Card Transaction by or through the use of such Card and/or the Card Particulars of such Card effected (including the use of the Card to effect a Transaction via the terminals operated by Network for Electronic Transfers Pte Ltd and/or Electronic Services), may reach before DBS refuses to authorise or approve any further Card Transactions by or through the use of such Card and/or the Card Particulars of such Card.
- 1.1.13 **"Card Transaction"** means a payment (whether for goods or services or of charges incurred or otherwise) or transfer effected or Cash Advance obtained through the use of a Card and/or the Card Particulars of a Card.
- 1.1.14 **"Card Transaction Earmarked Balance"** at any time in relation to the Card Account means the total amount out of the Credit Balance on the Card Account which DBS has set aside or earmarked at that time in respect of all Card Transactions proposed to be effected on or in respect of the Card Account.
- 1.1.15 **"Cash Advance"** means an advance or payment made in any currency or by travellers' cheques, notes or other forms representing an amount of any currency by any Merchant, bank or other financial institution.
- 1.1.16 **"Credit Balance"** in relation to the Card Account means the balance in favour of the Cardmember on the Card Account.
- 1.1.17 **"Electronic Services"** means any banking and other services or facilities which DBS and/or any Merchant may make available to Cardholder or Cardmember from time to time and offered via electronic means, including any card, electronic computerised or telecommunication devices or modes of operating accounts in or outside Singapore, and where the context requires, also means any PIN and/or Card used to access Electronic Services.

- 1.1.18 **"DBS"** means DBS Bank Ltd., its successors and assigns.
- 1.1.19 **"General Earmarked Balance"** at any time in relation to the Card Account means the total of:
- (a) the amount of the Card Transaction Earmarked Balance; and
  - (b) the total amount out of the Credit Balance on the Card Account which DBS has set aside or earmarked at that time in respect of all transactions (other than Card Transactions) proposed to be effected on or in respect of the Card Account.
- 1.1.20 **"MasterCard"** means MasterCard International Incorporated.
- 1.1.21 **"Merchant"** means any person or entity with whom DBS or any member or licensee of MasterCard or VISA has a subsisting agreement relating to the use and/or acceptance of any Card in payment to such person or entity whether for goods, services or charges incurred and/or to obtain Cash Advances from such person or entity.
- 1.1.22 **"Overdrawn Balance"** in relation to the Card Account means the balance in favour of DBS on the Card Account, if any.
- 1.1.23 **"Person"** includes any association, firm or corporation.
- 1.1.24 **"PIN"** in relation to any Card means any number, password or alphanumeric symbols or characters assigned by DBS (whether or not applied for by the Cardmember) or selected by the Cardmember in relation to that Card. DBS may assign more than one PIN in relation to any Card.
- 1.1.25 **"Point of Sale Transactions"** means transactions initiated at Merchant's point of sale terminals whether effected via signature and/or PIN.
- 1.1.26 **"Specified Address"** in relation to any Cardmember or Cardholder means any of the following:
- (a) any of the Addresses of the Cardmember or Cardholder, as the case maybe, stated in the application for the Card and any other Address which the Cardmember or Cardholder, as the case may be, may notify DBS from time to time; and
  - (b) any Address from which any facsimile transmission or electronic mail of the Cardmember or Cardholder, as the case may be, or purporting to be a facsimile transmission or an electronic mail of the Cardmember or Cardholder, as the case may be, had been dispatched to DBS
- 1.1.27 **"Terminal"** means any computer or electronic equipment and includes an automated teller machine.
- 1.1.28 **"Transaction Limit"** in relation to any Card, means the amount nominated by the Cardmember to DBS in writing from time to time or specified by DBS at its discretion from time to time up to which any Card Transaction may reach before DBS refuses to authorise or approve such Card Transaction.
- 1.1.29 **"VISA"** means VISA International Service Association.

## 2. Card and Pin Facilities

- 2.1 At the request of the Cardmember (or if acceptable to DBS, the Cardholder), DBS may issue the Cardmember a DBS PIN and/or DBS Card which may, at the Cardholder's or Cardmember's risk, be sent to or collected by the Cardholder or Cardmember by any means. The Cardholder and Cardmember agree to hold DBS harmless if any other person obtains possession of the DBS PIN and/or DBS card. The Cardholder or Cardmember shall safeguard any PIN and/or Card issued to the Cardholder or Cardmember. The Cardmember shall follow every procedural, security and other requirement and notice of DBS and/or the relevant Merchant regarding its/their use and shall procure that the Cardholder complies with the provisions of this clause regarding any PIN and/or Card issued to him/her.
- 2.2 The Card and/or the Card Particulars of the Card may be used for the following purposes:
- 2.2.1 making payments to Merchants; and
  - 2.2.2 obtaining Cash Advances:
    - (a) from any designated office of DBS, any member or licensee of VISA or any Merchant authorised to make Cash Advances; or
    - (b) from any Terminal designated by DBS subject to this Agreement and to such terms, conditions, requirements, limitations and procedures as may be imposed or established by DBS, any Merchant, MasterCard or VISA from time to time.
- 2.3 The services, functions and facilities available through the use of any PIN assigned to any Card shall be determined by DBS at its discretion.
- 2.4 DBS may at any time modify or vary any or all of the services, functions and facilities available through the use of any Card or the Card Particulars of any Card or terminate the availability of any or all of such services, functions and facilities without having to give any notice to the Cardmember or any Cardholder.

## 3. Card Limit/Available Credit Balance/ATM Limit

- 3.1 DBS may set a Card Limit which DBS may vary without notice. The Card Limit will apply to all Point of Sale Transactions and/or Card Not Present Transactions. DBS may set different Card Limits for signature-based Card Transactions, PIN-based Card Transactions and Card Not Present Transactions.
- 3.2 The Cardmember (or if acceptable to DBS, the Cardholder) may from time to time nominate to DBS in writing a Card Limit and/or a Transaction Limit in respect of the Card issued to each Cardholder. The Transaction Limit shall be regarded as a part of the Card Limit and shall not be additional to the Card Limit.

3.3 Notwithstanding any Card Limit and/or Transaction Limit that may be nominated by the Cardmember, DBS shall be entitled to:

3.3.1 authorise or allow any Card Transaction even though:

- (a) the amount of that Card Transaction is more than the Transaction Limit; or
- (b) the Card Limit has been exceeded or would as a consequence of the Card Transaction be exceeded; or
- (c) such Card Transaction would result in the Card Account being overdrawn.

3.3.2 refuse to authorise or approve any Card Transaction even though:

- (a) the amount of that Card Transaction is less than the Transaction Limit; or
- (b) the Card Limit has not been and would not be exceeded even if such Card Transaction had been effected; or
- (c) such Card Transaction would result in the Card Account not being overdrawn.

3.4 Upon being informed (whether by the Merchant or any other person) that any Card Transaction or any other transaction is proposed to be effected or completed on the Card Account, DBS may earmark or set aside out of the Available Credit Balance on the Card Account an amount estimated by DBS or the Merchant or that other person to be the amount for which that Card Transaction is likely to be effected or completed. The Cardmember (or where acceptable to DBS, the Cardholder) may not stop payment on such transaction(s) nor use any sum earmarked or set aside. Where applicable, DBS may earmark or set aside such sums for up to ten (10) days after which DBS shall debit the Card Account for the full amount of the actual transaction.

3.5 The Cardholder may effect a Card Transaction only if there are sufficient funds in the Card Account to cover such transactions and the total charges incurred under the Card Account shall not exceed the Card Limit. The Cardholder shall not effect or attempt to effect any Card Transaction that would result in the Card Limit being exceeded. DBS may also refuse to authorise any transaction that the Cardmember or Cardholder wishes to effect even if such transaction would not cause the Card Limit to be exceeded.

3.6 Any amount set aside or earmarked with respect to any proposed Card Transaction:

- 3.6.1 may be set aside for so long as DBS may determine to be appropriate in the circumstances;
- 3.6.2 may be released from the Card Transaction Earmarked Balance at any time DBS determines or after DBS has debited the Card Account in respect of that Card Transaction;
- 3.6.3 may not be the exact amount for which that Card Transaction is effected and finally debited to the Card Account; and
- 3.6.4 shall not restrict or limit DBS's right to debit the Card Account with the amount of that Card Transaction regardless of whether the amount is the same as the amount DBS had set aside or earmarked.

3.7 DBS may set an ATM Limit in relation to the Cardholder's Card Account, which DBS may vary without notice. The Cardholder must not use or attempt to use the Card to effect any cash withdrawal or any other transactions if the ATM Limit or available balance would be exceeded.

#### **4. Loss/Theft of Card/Disclosure of PIN**

4.1 The Card(s) remain(s) the property of DBS at all times and must be returned to DBS on request or on cancellation or termination of the Card(s). The Cardmember and Cardholder shall keep his/her Card(s) secure and shall ensure that the Card Particulars are not disclosed to any other person or entity. The Card is to be used solely by the Cardmember and Cardholder and must not be transferred or pledged as security in any way.

4.2 The Cardmember or any Cardholder must notify DBS immediately if:

- 4.2.1 the PIN is lost or disclosed to any person or entity;
- 4.2.2 the Card is lost or damaged or used by any other person or entity;
- 4.2.3 any Cardholder ceases to be employed or authorised by the Cardmember to use the PIN and/or the Card; or
- 4.2.4 any other event occurs which would, under the terms of this Agreement, allow DBS to suspend or cancel the use of the Card or the Electronic Services at any time. The Cardmember or any Cardholder may notify DBS of the loss/theft or unauthorized use by calling DBS Customer Service Hotline indicated at the back of the Card or by notifying DBS in writing. In certain circumstances, DBS may also require the Cardholder or Cardmember to make a police report accompanied by written confirmation of the loss/theft/disclosure and any other information that DBS may require. After receipt of any such notice from the Cardholder or Cardmember, DBS may suspend or cancel the Card and/or Electronic Services at any time.

4.3 If the Card is lost or stolen or if the PIN is disclosed without the Cardholder's or Cardmember's authorisation, the Cardmember's liability for unauthorised transactions effected after such loss, theft or unauthorised disclosure but before DBS is notified thereof shall be limited to S\$100 only if:

- 4.3.1 the Cardholder or Cardmember had immediately notified DBS of the loss, theft or unauthorised disclosure;
- 4.3.2 the Cardholder or Cardmember assist DBS in the recovery of the unauthorised charges incurred;
- 4.3.3 the Cardholder or Cardmember furnishes DBS with a police report accompanied by written confirmation of the loss, theft or unauthorised disclosure and any other information that DBS may require; and
- 4.3.4 DBS is satisfied that such loss, theft or unauthorised disclosure is not due to the Cardholder's or Cardmember's negligence or default. The Cardholder or Cardmember shall not be liable for any transactions carried out after DBS has been notified of the loss, theft or disclosure.

- 4.4 If the Cardholder or Cardmember recovers the lost or stolen Card, the Cardholder or Cardmember must immediately return the said Card to DBS cut in half without using it.
- 4.5 Following the occurrence of any event referred to in Clause 5.2 above, DBS may in its discretion issue a replacement PIN and/or Card and charge a replacement fee.

## **5. Card Account**

- 5.1 DBS may at its discretion allow any balance on the Card Account to be overdrawn for any reason, in which case DBS may charge an interest or finance charge based on the amount of the Overdrawn Balance subsisting at any time on the Card Account and such interest or finance charge shall be calculated on such basis and at such rate as DBS may at its discretion from time to time set without notice, subject to a minimum monthly finance charge of such sum as DBS may set. DBS may debit any such interest or finance charge to the Card Account monthly or at such other intervals as DBS may at its discretion determine. However, nothing in this Agreement shall impose any obligation on DBS to make or provide any loans, advances or credit facility on the Card Account.
- 5.2 DBS may at its discretion pay interest on the Credit Balance on the Card Account at such rate and calculated on such basis as DBS may determine and such interest shall be paid by crediting the Card Account monthly or at such other intervals as DBS may decide.
- 5.3 The number of the Card Account in relation to which a Card is issued may not correspond to the number of the Card and any transfer of any account maintained with any of DBS's offices to another of its offices shall not result in the account after it has been so transferred being regarded as a different account from the account maintained with the office before it was so transferred notwithstanding any change in the number of the account.
- 5.4 In the event that DBS approves any request by the Cardmember (or if acceptable to DBS, the Cardholder) to designate another account maintained with DBS as the "Card Account" for the purpose of this Agreement in lieu of the existing Card Account, then that other account shall be the Card Account for the purpose of this Agreement with effect from such date as DBS may at its discretion determine without notice provided nevertheless that this Agreement shall also continue to apply with respect to the Card Transactions for which amounts have been set aside or earmarked with respect to the existing Card Account.
- 5.5 Notwithstanding anything to the contrary in any other agreement with the Cardmember (whether alone or with any other person(s), if any) relating to the Card Account:
- 5.5.1 DBS shall be entitled to retain the balance on the Card Account until after the expiry of ninety (90) days after the date when it is closed or terminated (whether at or in the absence of the Cardmember's request) and all the Cards issued pursuant to this Agreement is returned to DBS cut in halves;
- 5.5.2 the rights conferred on DBS under this Agreement shall not cease or determine after the closure or termination of the Card Account; and
- 5.5.3 DBS shall be entitled to continue to debit the Card Account with respect to interest or finance charge and/or Card Transactions effected whether before or after the closure or termination of the Card Account and the Cardmember's liability to DBS under this Agreement for any balance due to DBS on the Card Account shall continue.
- ## **6. SMS Alerts Service**
- 6.1 The Cardmember will be automatically enrolled in the SMS Alerts ("Alert") service. Alert notifications will be sent via Short Message Service ("SMS") to the Cardholder or Cardmember at DBS discretion based on a pre-determined criteria as follows:
- 6.1.1 First card usage alerts;
- 6.1.2 Transactions alerts, both local and overseas; and
- 6.1.3 Suspicious or irregular transaction alerts. The service is subject to the Terms and Conditions of the Cardmember's agreement with the Cardholder's or Cardmember's mobile phone service provider. The Cardmember and Cardholder shall ensure that the Cardmember's mobile phone and number are able to receive text messaging both in Singapore and overseas and the Cardmember shall be responsible for any fee imposed by the Cardmember's respective mobile phone service provider.
- 6.2 Each Alert is not encrypted and may include details pertaining to the Cardmember's transaction(s). The Cardmember and Cardholder are responsible for the security of its mobile phone. DBS shall not be liable in any way to any party should any Alert be viewed or accessed by persons other than the respective Cardholder or Cardmember.
- 6.3 DBS shall not be liable for any or all loss, damage, expense, fee, cost (including legal costs on a full indemnity basis) that may arise, directly or indirectly, in whole or in part, from:
- 6.3.1 the non-delivery, the delayed delivery, or the misdirected delivery of an Alert;
- 6.3.2 the non-receipt of an Alert;
- 6.3.3 the inaccurate or incomplete content in an Alert;
- 6.3.4 the reliance on or use of the information provided in an Alert for any purpose; or
- 6.3.5 any third party, whether authorised or not, obtaining the Cardmember's account information contained in the Alert by accessing the Cardmember's or Cardholder's mobile phone.
- 6.4 An Alert does not constitute a record for the Card Account or Card Transaction to which it pertains. DBS does not assume any additional responsibility or obligation in respect of the use of, or any transaction or eventuality involving the Card Account. The Alert service does not free the Cardholder or Cardmember from the responsibility of safeguarding the physical security and authorised use of Card or Card Account and it does not entail that DBS will automatically be liable for any unauthorised transaction that may be charged to the Card or Card Account.
- 6.5 DBS shall cease to provide the Alert service:
- 6.5.1 if these Terms and Conditions are not complied with;
- 6.5.2 if the Card Account is closed;

- 6.5.3 upon the death or contractual incapacity of the Cardholder or Cardmember;
- 6.5.4 upon written request of the Cardmember (or if acceptable to DBS, the Cardholder);
- 6.5.5 in the event of improper operation of the Card or Card Account by the Cardholder or Cardmember; or
- 6.5.6 at DBS's own discretion.

## 7. Charges and Fees

### 7.1 DBS may debit the Card Account with:

- 7.1.1 a fee of such amount as DBS may determine for each Card Transaction comprising a Cash Advance, provided that DBS may at its discretion waive this fee for any type or category of Cash Advances as DBS may determine or change the amount of the fee from time to time without notice;
- 7.1.2 a service fee for the maintenance of the Cards and/or Card Account at such rate(s) and imposed with respect to such period(s) or interval(s) as DBS may specify from time to time without notice and such fee shall not in any event be refundable;
- 7.1.3 a cheque processing fee of such amount as DBS may prescribe from time to time without notice for any cheque tendered in payment to DBS or for credit to the Card Account which is dishonoured for any reason whatsoever;
- 7.1.4 an administrative fee of such amount as DBS may prescribe from time to time without notice for the replacement of any Card or for the provision of any records, statements, sales drafts, credit vouchers or other documents relating to the use of the Card or Card Account and copies thereof at the request of the Cardmember or if acceptable to DBS, at the request of any Cardholder;
- 7.1.5 a charge for each travel, airline or hotel reservation made through the use of the Card which is subsequently cancelled or not taken up and such charge shall be at the rate prescribed by the Merchant with or through whom the reservation was made or at such rate as DBS may prescribe from time to time without notice; and
- 7.1.6 where by any arrangement between the Cardmember and any financial institution (including DBS), any payment is to be made to DBS for the credit of the Card Account, whether at regular intervals or otherwise, a fee of such amount as DBS may prescribe from time to time without notice for each occasion when any payment to DBS is not effected at the time when such payment should have been effected in accordance with such arrangement.

### 7.2 Card transactions in US dollars shall be converted to Singapore dollars on the date of conversion. Transactions in foreign currency other than US Dollars will be converted into US dollars before being converted into Singapore dollars. All conversions shall be based on the prevailing wholesale interbank rates or the government-mandated rate, as shall be determined by the respective card associations, namely VISA International, MasterCard International & American Express International, Inc. The rate used for the conversion may be different from the rate in effect on the date of the transaction due to market fluctuation.

- (a) Foreign currency transaction
- All card transactions in foreign currency are subject to a charge imposed by the respective card associations, either as a reimbursement charge representing the charge imposed on us or as a direct charge to you. For foreign charges converted by Visa/MasterCard, Visa/MasterCard applies a conversion factor of 1% to the converted amount. For foreign charges converted by American Express, American Express applies a conversion factor of 1% to the converted amount.

An administrative fee for services provided or actions taken by us in relation to such foreign currency transactions shall be payable by you and debited to your Card Account. Our prevailing administrative fee is 2% of the foreign currency transaction amount for transactions involving VISA International, MasterCard International and American Express International, Inc.

For illustration purpose only:

Charge in foreign currency	Foreign currency (e.g. MYR, HKD, USD, Euro)	
Foreign exchange rate	Determined by the respective card associations	
Currency conversion charge imposed by card associations	1%	1%
Our administrative fee	2%	2%
Total fees	3% on top of the prevailing foreign exchange rate determined by Visa/MasterCard	3% on top of the prevailing foreign exchange rate determined by American Express

- (b) Dynamic currency conversion
- If you have chosen to convert your card transaction into Singapore dollars via dynamic currency conversion (a service offered at selected overseas ATMs, merchants or websites), you acknowledge that the process of conversion and the exchange rates applied will be determined by the relevant ATM operator, merchant or dynamic currency conversion service provider, as the case may be.

All card transactions which are converted via dynamic currency conversion and which are processed by Visa or MasterCard will be subject to an administrative fee of 1% by Visa or MasterCard respectively on the converted Singapore dollar amount, or such other rate as determined by us and notified to you.

For illustration purpose only:

Charge in foreign currency	Foreign currency (e.g. MYR, HKD, USD, Euro)
Foreign exchange rate	Determined by Visa/MasterCard
Administrative fee by Visa/MasterCard	1% on the converted SGD amount
Total fees	1% on top of the prevailing foreign exchange rate determined by Visa/MasterCard

- 7.3 All goods and services tax and all taxes imposed on or payable in respect of any fees charges or amount incurred on or debited to the Card Account shall be borne by the Cardmember and may be debited to the Card Account.
- 7.4 DBS shall be entitled to debit the Card Account at any time in respect of any sum howsoever due or owed by the Cardmember to DBS (whether in respect of Card Transactions, or as fees or charges or otherwise) and notwithstanding that an Overdrawn Balance would result there from.
- 7.5 DBS may at its discretion vary the rate or amount of any charge, fee or overdraft rate payable under this Agreement.
- 7.6 If any payment has been made by the Cardholder or Cardmember as a result of the Cardholder's or Cardmember's use or purported use of Electronic Services:
- 7.6.1 and the Card Account was consequently debited, but the debit was reversed in error or the Card Account was not debited at all; or
- 7.6.2 after any payment instruction was given on the Card Account but before such payment instruction has been honoured, then DBS shall be entitled to correct the Account by:
- (i) debiting the Account with the amount paid by DBS; or
  - (ii) by dishonouring or returning cheques or other instruments and reversing the payment instruction, if there are insufficient funds available in the Account, as the case may be.

#### **8. Termination of Use of Card and Card Account**

- 8.1 DBS may suspend or terminate the Card, Card Account(s) or the Cardholder's or Cardmember's usage of Electronic Services at any time without having to give any reasons or notice. Upon termination, the Cardholder or Cardmember will not use or attempt to use the PIN and/or Card. Any such use shall be fraudulent. If the use of the Card is terminated by DBS for any reason, the Cardholder or Cardmember must return the Card to DBS cut in half. There will be no refund of any fees payable upon the termination of the Card for any reason.
- 8.2 The Cardmember (or if acceptable to DBS, the Cardholder) may terminate the Card, Card Account(s) or their use of Electronic Services at any time by giving DBS written notice.
- 8.3 Upon termination of the Card, the Cardmember or Cardholder shall return the Card, cut in half, to DBS. Upon termination, the Cardholder or Cardmember will not use or attempt to use the PIN and/or the Card. Any such use shall be fraudulent.
- 8.4 Upon the termination of the Cardmember's Card Account(s) for whatever reason, the Cardholder or Cardmember shall not continue to use their Card(s).
- 8.5 The Cardholder's or Cardmember's obligations under this Agreement will continue and DBS shall remain entitled to debit the Card Account or any other Account(s) the Cardmember maintains with DBS, with overdraft charges and/ or card transactions that are carried out before or after the termination of the Card and/or Card Account. Until such transactions and any overdraft charges that may be imposed are paid in full, the Cardholder or Cardmember (and any other person, if any, in whose name the Card Account is maintained) shall remain liable to DBS.

#### **9. Responsibilities of the Cardmember**

- 9.1 The Cardmember shall ensure that every Cardholder shall at all times duly and properly comply with, observe and discharge all the Cardholder's obligations under this Agreement. The Cardmember agrees it shall be fully and solely liable and responsible for any act, omission, fraud, negligence or default of each and every Cardholder.
- 9.2 The Cardmember shall be liable for and shall pay DBS on demand the balance due to DBS on the Card Account, including all charges effected or debited to the Card Account in accordance with this Agreement or any other agreement between the Cardmember (whether alone or jointly with any other person or persons) and DBS.

#### **10. No Liability for Card-Not-Present Transactions**

- 10.1 DBS may, in its discretion and without giving prior notice, approve or authorize such Card-Not-Present Transactions in which event the Cardholder or Cardmember shall be liable for all Card-Not-Present Transactions effected through the use of the Card for any reason. DBS will not be liable to the Cardholder or Cardmember in any way for any authorization done in connection with Card-Not-Present Transactions.

#### **11. Exclusions and Exceptions**

- 11.1 DBS shall not be responsible or liable to the Cardmember or any Cardholder for any inconvenience, loss, damage or injury suffered or incurred by you or any third party as a consequence of:
- 11.1.1 the refusal of any Merchant to honour or accept any Card for any reason whatsoever including, but not limited to, the negligent act or omission of DBS or its servants or agents;
  - 11.1.2 any malfunction, defect or error in any Terminal, or other machines or system of authorisation whether belonging to or operated by DBS or otherwise, howsoever caused;
  - 11.1.3 any rejection of any Card or the Card Particulars of any Card by any Terminal or any failure to effect or complete any Card Transaction howsoever caused;
  - 11.1.4 any refusal on DBS' s part to authorise or approve any Card Transaction;

- 11.1.5 any delay or inability of DBS (or of its servants, agents or contractors) and/or Merchants to perform any of its obligations pursuant to this Agreement because of any mechanical, data processing or telecommunication failure, Act of God, civil disturbance or any event outside the control of DBS (or of its servants, agents or contractors) or as a consequence of any fraud or forgery;
- 11.1.6 any damage to or loss of or inability to retrieve any data or information that may be stored in any Card or any microchip or circuit or device in any Card howsoever caused;
- 11.1.7 DBS's compliance with any instruction given or purported to be given by the Cardholder or Cardmember relating to Electronic Services, notwithstanding that the integrity of the information comprised in such instruction may have been compromised or impaired during transmission, provided that such compromise or impairment would not have been apparent to a reasonable person receiving such instruction;
- 11.1.8 if the Cardholder or Cardmember is deprived of the use of any Electronic Services as a consequence of any action by DBS and/or any Merchant;
- 11.1.9 any Electronic Service not being available due to system maintenance or breakdown/non availability of any network;
- 11.1.10 any equipment or software provider, any service provider, any network provider (including but not limited to telecommunications providers, Internet browser providers and Internet access providers), any Merchant, or any agent or subcontractor of any of the foregoing. Any downloading of data from any Electronic Service is done solely at the Cardholder's or Cardmember's risk, and DBS shall not be liable for the integrity or use of any data downloaded in any way. Neither DBS nor any Merchant shall be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from this Agreement or from the provision and/or use of Electronic Services.
- 11.2 DBS may provide at its sole discretion, additional services, benefits or programmes in connection with the use of the Cardholder's or Cardmember's Card(s). Such additional services where provided, do not form part of DBS's legal relationship with the Cardholder or Cardmember and DBS may withdraw or change these services at any time without notice to the Cardholder or the Cardmember. Those additional services, benefits or programmes may be subject to their own terms and conditions.
- 11.3 DBS shall not be responsible for the goods or services pertaining to any Card Transaction or the delivery, quality or performance of such goods or services. DBS shall also not be responsible for any benefits, discounts or programmes of any Merchant which DBS may make available or introduce to the Cardmember or any Cardholder. DBS shall be entitled to charge the Card Account in respect of all Card Transactions effected by the use of any Card or the Card Particulars of any Card in spite of the non-delivery or non-performance of or any defect in any goods or services or the failure of any Merchant to provide or make available to the Cardmember or the Cardholder any of those benefits, discounts or programmes. The Cardmember or Cardholder must seek redress in respect of such goods, services, benefits, discounts and programmes directly from the Merchant.
- 12. Conclusiveness of Documents and Certificates**
- 12.1 DBS shall be entitled to rely upon and to treat any document relating to any Card Transaction bearing the signature of any Cardholder as conclusive evidence of the fact that the Card Transaction as therein stated or recorded was authorised and properly made or effected by the Cardholder.
- 12.2 Any error or inaccuracy in any Account Statement shall be notified in writing to DBS within seven (7) days from the date when such Account Statement shall have been received or deemed received by the Cardmember or Cardholder. Each Account Statement shall constitute conclusive evidence as against the Cardmember and all Cardholders that:
- 12.2.1 every Card Transaction stated therein has been effected by the Cardholder and duly approved and authorised by the Cardmember; and
- 12.2.2 every charge stated and every amount debited therein has been validly and properly incurred or debited in the amount stated therein, save for such error or inaccuracy which the Cardmember (or if acceptable to DBS, the Cardholder) had notified DBS in writing within the time prescribed herein.
- 13. Appropriation of Payments**
- 13.1 Any and all payments received by DBS from or for the account of the Cardmember may be applied and appropriated by DBS in such manner and order and to such Card Transaction(s) as DBS may determine or select regardless of any specific appropriation made by the Cardmember, Cardholder or the person making the payment. In the absence of any specific appropriation by DBS, all payments shall be applied towards the balance on the Card Account.
- 14. Amendments**
- 14.1 DBS may at any time amend any of these terms and conditions by giving notice to the Cardmember in the manner prescribed herein of such amendment(s). Such amendment(s) shall take effect on the date specified in such notice. If any Card is retained or used after the specified date, then the Cardmember and all the Cardholders shall be deemed to have accepted such amendment(s). For the latest version of these terms and conditions, please refer to [www.dbs.com.sg/sme](http://www.dbs.com.sg/sme).
- 15. Disclosure of Information**
- 15.1 The Cardmember authorises DBS to disclose any particulars of the Cardmember's Card Account and/or the Cardmember's or the Cardholder's use of the Card(s):
- 15.1.1 to any person or organisation participating in the provision of electronic or, without limitation, other services in connection with banking services or usage or loyalty benefits made available or utilised by the Cardmember and/or Cardholder, whether in Singapore or outside Singapore for the purpose of the operation of the said services, including but not limited to investigating discrepancies, errors or claims;
- 15.1.2 to banks, debit card companies or merchants;
- 15.1.3 to outsourced agents appointed by DBS for the purpose of making, printing, mailing, storing, microfilming and/or filing personalised cheques, statements of accounts, cards, labels, mailers or any other documents or items on which the Cardmember's or Cardholder's name and/or other particulars appear, or any data or records or any documents whatsoever;

- 15.1.4 to any information gathering or processing organisation or department or consultant conducting survey(s) or analyses or developing system applications on DBS's behalf;
- 15.1.5 to any person or organisation for the purpose of marketing or promoting any services or products whether by DBS or with a third party;
- 15.1.6 to VISA International, MasterCard International or American Express International;
- 15.1.7 to any of DBS's related corporations (as such term is defined in the Companies Act, Chapter 50 of Singapore) for risk management purpose, for monitoring credit exposures across the DBS Group to the Cardmember and/or Cardholder and for cross-selling purposes. "DBS Group" means any of DBS's subsidiaries, DBS's holding company and any subsidiaries of DBS's holding company;
- 15.1.8 to any government agency or authority or courts of the jurisdiction where any of DBS's overseas branches is situated;
- 15.1.9 to any person or organisation for the purpose of collecting or recovering on DBS's behalf, or securing for the Cardmember and/or Cardholder the benefit or repaying on the Cardmember's and/or Cardholder's behalf, any sums of money owing to DBS from the Cardmember and/or Cardholder;
- 15.1.10 to any credit bureau of which DBS is a member or subscriber ("Bureau");
- 15.1.11 to any person authorised to operate the Card Account(s); and
- 15.1.12 to any person or organisation involved in the sending or delivering of any communication to the Cardmember's last known address on DBS's records. For the purposes of this clause, communication shall include all forms of direct mailers and advertisements (including messages printed on envelopes with DBS's / POSB's name and logo).
- 15.2 For the purpose of assessing the Cardmember's creditworthiness as a borrower or surety, the Cardmember also authorises:
- 15.2.1 DBS to obtain information relating to the Cardmember from any Bureau and consent to such Bureau disclosing information about the Cardmember to us, and
- 15.2.2 the Bureau to disclose information about the Cardmember obtained from us to its members or subscribers and/or compliance DBS's authority and the Bureau's authority to disclose such information above shall survive the termination to this Agreement.
- 15.3 DBS's authority and the Bureau's authority to disclose such information above shall survive the termination to this Agreement.
- 15.4 DBS's rights under this Clause shall be in addition and without prejudice to other rights of disclosures available pursuant to Banking Act, Chapter 19 of Singapore (as may be amended and substituted from time to time) or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.
- 15.5 The DBS Privacy Policy as amended supplemented and/or substituted from time to time, available at <http://www.dbs.com/privacy> is incorporated by reference into and forms part of this Agreement. The DBS Privacy Policy shall apply to all personal data (as defined by the Personal Data Protection Act 2012) provided by the Cardmember and the Cardholder or otherwise collected by DBS from any other sources or in the course of the Cardmember's or the Cardholder's relationship with DBS or any of DBS's affiliates and the Cardmember and the Cardholder hereby consent to the collection, processing, use and disclosure of personal data in accordance therewith.
1551. If the Cardmember and the Cardholder provide DBS with personal data of any individual (including, where applicable, the Cardmember's directors, partners, office holders, officers, employees, agents, shareholders and beneficial owners), the Cardmember and the Cardholder undertake, represent and warrant to us that the Cardmember and the Cardholder have obtained such individual's consent for, and hereby consent on behalf of such individual to, the collection, processing, use and disclosure of his/her personal data by DBS in accordance with the DBS Privacy Policy.
1552. In the event of any conflict or inconsistency between this Agreement and the DBS Privacy Policy, the former shall prevail.
1553. Any consent given pursuant to this Agreement in relation to personal data shall survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of this Agreement.
- 16. Set Off and Consolidation**
- 16.1 DBS may at any time and without prior notice or demand combine or consolidate any and all account(s) maintained by the Cardmember with DBS and/or set off or transfer any sum standing to the credit in any or all such account(s) in or towards the discharge or payment of any and all sums due to DBS from the Cardmember on the Card Account or under this Agreement and the right herein conferred shall be exercisable regardless of whether:
- 16.1.1 the use of the Card or the Card Account has been terminated; and/or
- 16.1.2 the balance in favour of or owed to DBS has become due or payable.
- 17. Miscellaneous**
- 17.1 The Cardholder shall not, and the Cardmember shall ensure and procure that each Cardholder shall not, use any Card for any unlawful purpose (including the purchase of any goods or services which would contravene any law, regulation or directive in any jurisdiction).
- 17.2 The Cardmember shall pay and reimburse DBS on demand (on a full indemnity basis) all costs, fees and expenses incurred by DBS in recovering or attempting to recover any Card and/or any sum due to DBS on the Card Account or under or in connection with this Agreement.

- 17.3 Any request or instruction to DBS shall be in writing and shall be signed by the Cardmember or the Cardholder provided nevertheless that DBS may but shall not be obliged to accept and act on any instruction or request by electronic mail, facsimile transmission or through the telephone, which is believed by the officer or employee of DBS attending to such instruction or request to have been given or made or authorised by the Cardmember or any Cardholder notwithstanding that such instruction or request may not have been given or made or authorised by the Cardmember or Cardholder, or that such instruction may not be confirmed in writing by the Cardmember or the Cardholder, or regardless of any fraud that may exist in relation to such instruction or request. DBS shall not be liable for any loss or damage suffered as a consequence of its acting on or acceding to any such instruction or request, and the Cardmember and/or the Cardholder will indemnify DBS against any and all losses, claims, proceedings, damages, expenses and costs (on a full indemnity basis) howsoever incurred or sustained by DBS arising out of or in connection with any instruction from or purportedly from the Cardmember or the Cardholder or the Cardmember's authorised signatories.
- 17.4 Neither the acceptance or approval by DBS of any instruction or arrangement for any monthly or periodic payment of any charge of any Merchant by monthly or periodic deduction effected on the Card Account or in respect of any monthly or periodic Card Transaction nor the execution by DBS of any such deduction in respect of any month or period shall impose upon DBS any obligation to effect such deduction in respect of each and every month or period and DBS shall not be liable for any loss or damage suffered or incurred as a consequence of any failure or neglect by DBS to effect any deduction or Card Transaction in respect of any one or more month(s) or period(s).
- 17.5 Any and all Account Statements, notices (including notification of the PIN and of any amendments to this Agreement) or demands of DBS may be sent to the Cardmember or any Cardholder by post, facsimile transmission, electronic mail or through the Internet or any electronic medium selected by DBS to the Specified Address. Any statement notice or demand to the Cardmember or any Cardholder so sent or dispatched shall be effective and deemed to have been received by the Cardmember or Cardholder, as the case may be:
- 17.5.1 on the day immediately following the date of dispatch, if sent by letter; or
- 17.5.2 immediately on dispatch if sent by facsimile transmission, electronic mail or through the Internet or any electronic medium selected by DBS, notwithstanding that it is not received by the Cardmember or the Cardholder or returned undelivered.
- 17.6 Any Account Statement or notice relating to the use of any Card or any facilities or benefits relating to any Card or any amendment to this Agreement dispatched to the Cardmember shall be deemed to have been dispatched and received by each and every Cardholder at the time when the Cardmember receives or is deemed to have received the same.
- 17.7 Without prejudice to DBS's right to serve process in any other manner permitted by law, DBS may effect personal service on the Cardmember of any writ, summons or other process or document by leaving it at or sending it by ordinary post to the Specified Address or the Cardmember's address last known to DBS (whether to a post office box or to a place of residence or business or otherwise). Such process shall be deemed validly served on the Cardmember immediately, if so left, or on the day immediately following the date of dispatch, if sent by post (and the Cardmember agrees that the Cardmember shall be deemed to have adequate and sufficient notice of such process).
- 17.8 The use of any Card is also subject to other terms and conditions governing the use of other facilities or benefits which may from time to time be made available.
- 17.9 Any forbearance or failure or delay by DBS in exercising any right, power or remedy shall not be deemed to be a waiver or a partial waiver of such right, power or remedy unless such rights, powers or remedies are specifically waived by DBS in writing.
- 17.10 Where by any arrangement between any Cardmember and any financial institution (including DBS), any payment is to be made to DBS for the credit of the Card Account, whether at regular intervals or otherwise, and that Card Account is terminated and another Card Account is established with respect to any Card issued in replacement of the Card to which first-mentioned Card Account relates whether as a consequence of loss or otherwise, that arrangement shall subsist and continue in relation to that other Card Account in substitution of the first-mentioned Card Account as from the date when the first Account Statement with respect to that other Card Account is sent to the Cardmember.
- 17.11 The provisions of this Agreement shall supplement and not replace the provisions of any agreement the Cardholder or Cardmember may have with DBS with respect to any Card Account or the Electronic Services, any other agreement(s) between DBS and Cardholder or Cardmember, or any of DBS rights arising under any such agreement(s). Should the provisions of this Agreement and the provisions of any such other agreement conflict, the provisions of this Agreement shall prevail.
- 17.12 A person who or which is not party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any provision of this Agreement.
- 17.13 This Agreement shall be governed by and construed in accordance with the laws of Singapore. The Cardmember agrees to submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore with respect to any claim or dispute concerning or arising from this Agreement or any Card Transaction.