

## **NOTIFICATION OF CHANGES TO DBS CARD AGREEMENT**

Uploaded on 18 JULY 2014

Changes effective 17 August 2014 (changes highlighted as red text) EXCEPT for Clause 4.2 which will be effective 1 September 2014

**LIVE FRESH DBS VISA PAYWAVE PLATINUM CARD, DBS WOMAN'S PLATINUM MASTERCARD® CARD AND DBS WOMAN'S WORLD MASTERCARD® CARD will now refer to this.**

### **1.4. MASTERCARD® PAYPASS™ FACILITY (if applicable)**

1.4.1. Where any MasterCard that we issue incorporates the PayPass feature ("PayPass Card"), the Cardmember acknowledges that such PayPass Card may be utilised to pay for goods and services for amounts not exceeding SGD100 per transaction, or such other amount which we may specify from time to time by tapping or waving the PayPass Card at a "PayPass" contactless reader/terminal ("Contactless Transactions").

1.4.2. Contactless Transactions may be processed and the Cardmember's MasterCard Account debited with the Contactless Transaction amount without requiring the: (a) PayPass Card to be swiped at a magnetic strip reader; (b) PayPass Card's chip to be read by a chip terminal; or (c) Cardmember's signature to authorise the transaction. By accepting the PayPass Card and using it in any manner whatsoever (including using it in the conventional manner of swiping the same at a magnetic strip reader or at a chip reader or otherwise) the Cardmember undertakes to use the PayPass Card in accordance with and agrees to be bound by the terms and conditions herein contained.

Without prejudice to the foregoing, the Cardmember undertakes to be liable for all Contactless Transactions incurred using the PayPass Card and posted to the Cardmember's MasterCard account regardless of whether or not the Contactless Transactions were properly authorised by the Cardmember. In this regard the Cardmember acknowledges the ease of which unauthorised Contactless Transactions may be carried out and accepts the risk of unauthorised Contactless

### **1.5. EZ-LINK FACILITY (if applicable)**

You may use the Card to carry out EZ-Link transactions during the validity period specified on the Card. These transactions will be effected by you on the Card using the EZ-Link facility. You acknowledge that the Card incorporates an EZ-Link stored value facility in, of which EZ-Link Pte Ltd is the holder and operator, which enables the users thereof to pay for the travel on public transport and goods and services provided by authorised merchants ("EZ-Link Facility").

### **1.6. EZ-RELOAD BY CARD FACILITY (if applicable)**

Your Card(s) are pre-enrolled for the EZ-Reload by Card facility ("EZ-Reload") provided by EZ-Link and paid for by you through the debiting of payments from your Principal Card account, when the stored value on your Card falls to zero or less. The EZ-Reload is effective only upon activation by you at any TransitLink Ticket Office (ticket sales office located in Mass Rapid Transit stations and bus interchanges operated by Transit Link Pte Ltd, and its successors and assigns, appointed by EZ-Link for the purpose of providing sales, revaluation, replacement and refund services for the EZ-Link Facility) or at any GTM (General Ticketing Machine) located in Mass Rapid Transit stations. With each re-load, the default amount of S\$40 (Revaluation Value) will be charged to your Card Account for revaluing the EZ-Link Facility on the Card using EZ-Reload.

### **1.7. NETS FLASHPAY (if applicable)**

The NETS Terms and Conditions Governing The Use of NETS FlashPay is available for viewing at <http://www.netsflashpay.com.sg/>

## **4.2 PAYMENT OBLIGATIONS**

4.2.1. You shall pay us the entire outstanding balance or, at least, the minimum payment specified in the Card Account Statement by the payment due date. If your card transactions exceed your credit limit in any given month, you shall also pay all amounts by which the credit limit has been exceeded. If you do not pay the entire outstanding balance by the payment due date, you must

pay a finance charge at a prevailing interest rate of 24.90% p.a. on (i) each individual transaction comprising the outstanding balance in your Card Account Statement from the date such transaction was effected to your Card Account to the statement date of that Card Account and (ii) the entire outstanding balance of your Card Account (less any partial payment made) from the statement date of the Card Account until full payment of such outstanding balance is made.

- 4.2.2. If you fail to make at least the minimum payment specified in your Card Account Statement by the payment due date, you may also be liable for a late payment charge at such rate as we may determine.
- 4.2.3. If you fail to make at least the minimum payment by the payment due date specified in the said Card Account Statement, the interest rate applicable to your Card Account will be increased by an additional interest rate of 4% p.a. on top of the prevailing interest rate ("Increased Interest Rate"). Such Increased Interest Rate shall be applied to the outstanding balance in your Card Account, as well as to the computation of finance charges in respect thereof, from the first working day after the date of the subsequent Card Account statement following your next Card Account statement. The Increased Interest Rate will continue to be applied to your Card Account unless and until the minimum payment for your Card Account is made in full on or before the payment due date as specified in your monthly Card Account statement, upon which the Increased Interest Rate shall be reinstated to the prevailing interest rate with effect from the first working day after the next Card Account statement date. All interests accrued on your Card Account must be paid by you to us without demand. We reserve the right to amend the additional interest rate of 4% p.a. to such other rate(s) as we may determine from time to time, as notified by us in such manner as we deem necessary.

#### **6.4. LIABILITY IN CONNECTION WITH EZ-LINK FACILITY (if applicable)**

6.4.1. Notwithstanding anything to the contrary contained herein, neither we nor any of our respective agents shall be liable, whether or not arising out of the negligence of any of us and/or our respective officers, employees, agents, for any losses, damages, expenses, claims, liability and costs (including solicitor and client basis) that you may incur or suffer in connection with:

6.4.1.1. the use or issue of the EZ-Link Facility incorporated in the Card; or

6.4.1.2. the unavailability of any equipment, software, or system for processing the use of the EZ-Link Facility for payment, any delay or detention arising from your use of the EZ-Link Facility (including the case where the EZ-Link Facility in the Card is defective).

6.4.2. Where the EZ-Link Facility incorporated in the Card has been amended or is defective, the equipment used by the relevant merchant(s) may not accept the EZ-Link Facility as payment. Neither we nor any of our respective agents shall be liable for loss, delay or inconvenience that may be incurred if the EZ-Link Facility incorporated in the Card is not accepted by such equipment.

6.4.3. In any event, our total liability to you in respect to the EZ-Link Facility incorporated into the Card shall not exceed the stored value on the EZ-Link Facility as at the date your claim had allegedly arisen. We are not liable for stored value in Cards where the stored value cannot be reasonably determined by EZ-Link (for example, Cards that were enrolled but not activated for EZ-Reload as at the date your claim had allegedly arisen).

#### **13.3. EZ-LINK FACILITY (if applicable)**

You authorise us, and consent to:

13.3.1. The transfer and disclosure of any information relating to you, the Card Account and Card transactions effected by you using the Card, to any third party as we may deem necessary for the purposes of and/or in connection with (but not limited to) the provision of the Card, the EZ-Link Facility, EZ-Reload and other services relating to this Card and your use of the Card; and

13.3.2. The disclosure by us of any such information as may be required by any applicable law, court regulator or legal process.

## **16 THE EZ-LINK FACILITY (if applicable)**

### **16.1 HOLDER AND OPERATOR OF THE EZ-LINK FACILITY**

16.1.1 You acknowledge that EZ-Link is the Approved Holder and operator of the EZ-Link Facility and that EZ-link operates the EZ-Link Card System in respect of your use of the EZ-Link Facility incorporated in the Card. You further acknowledge that your use of the Card (incorporating the terms and conditions of EZ-Link Facility and EZ-Reload -) is also governed by the terms and conditions of EZ-Link and which may be amended from time to time without prior notice to you. Please refer to the relevant terms and conditions published on [www.ezlink.com.sg](http://www.ezlink.com.sg) for the most updated version and for the definitions of EZ-Link related terms used here. Where there is any inconsistency between the aforesaid terms and conditions and this Agreement, the terms of this Agreement shall prevail.

16.1.2 You agree (i) to comply with all the notices, guidelines, rules and instructions pertaining to the use of the EZ-Link Facility as may be issued by EZ-Link from time to time, including operating rules and/or policies that may be published from time to time by EZ-Link, provided that, in the event of any discrepancy or inconsistency between the provisions of this Agreement and such operating rules and/or policies that may be published from time to time by EZ-Link, the provisions of this Agreement shall prevail; (ii) to abide by all applicable laws and regulations in the use of the EZ-Link Facility; (iii) not to tamper or allow anyone to tamper with the EZ-Link Facility; (iv) to use the EZ-Link Facility only as a means of payment for qualified goods and/or services; (v) not to intentionally deface, damage and/or destroy the Card; (vi) to take proper care of the Card to avoid damage to the Card; and (vii) not to affix, print, attach and/or place any markings, stickers, objects and/or any other material onto the Card or to otherwise alter, remove and/or replace any notices, trademarks, trade names, logos or designs on the Card.

16.1.3 You acknowledge that you may not seek any recourse from us in any event in respect of or in connection with the stored value on the EZ-Link Facility if your Card is not enrolled and activated for EZ-Reload - at the time of any claim that may be made by you.

### **16.2 VALIDITY OF THE EZ-LINK FACILITY**

16.2.1 You acknowledge that the EZ-Link Facility incorporated into your Card may be blacklisted if:

16.2.1.1 it is suspected that the Card is being counterfeited, stolen, tampered with or fraudulently issued or procured;

16.2.1.2 the EZ-Link Facility incorporated into the Card has been fraudulently or illegally revalued;

16.2.1.3 the Card or the EZ-Link Facility is, the Card is being suspected of being faulty, damaged or invalid for use; or

16.2.1.4 we terminate the Card Account.

16.2.2 Where the EZ-Link Facility incorporated into your Card is blacklisted as aforesaid, you shall not be entitled to use the EZ-Link Facility and the stored value on the blacklisted EZ-Link Facility shall not be refunded except with the approval of EZ-Link.

### **16.3 EZ-RELOAD BY CARD FACILITY**

16.3.1 You acknowledge that the Card incorporates an EZ-Reload facility which must be activated at a TransitLink Ticket Office or GTM prior to usage.

16.3.2 In consideration of the provision of EZ-Reload by EZ-Link and us, you hereby agree that:

16.3.2.1 an authorisation may be provided by us to EZ-Link for the Revaluation Amount (default amount set at S\$40) when the stored value on the EZ-Link Facility reaches zero;

16.3.2.2 we will be entitled to obtain information from, or share information with, EZ-Link in respect of the successful re-loading of the Revaluation Amount and that we shall be entitled to charge such Revaluation Amount(s) and any other applicable fees to the Card Account pursuant to EZ-Reload; and

16.3.2.3 EZ-Link shall be entitled to deduct a Convenience Fee (of S\$0.25 or such amount as may be determined by EZ-Link from time to time) from the Card Account for each re-load under EZ-Reload.

16.3.3 Notwithstanding anything to the contrary herein contained, you agree that a minimum period of 1 day must lapse between each re-load under EZ-Reload. There shall be no obligation to revalue the EZ-Link Facility with another Revaluation Amount until after the Card Account has been successfully debited for any previous Revaluation Amounts.

16.3.4 You further agree (i) to provide us any information as may be reasonably requested by any third parties in relation to the issue, use and cancellation/termination of EZ-Reload on the Card, and to render any and all necessary assistance to us and/or any of our agents or any third parties whom we may deem necessary in relation to any investigation relating to the use of EZ-Reload; and (ii) to be responsible for all transactions made by the use or purported use of the Card by any person whether with or without your knowledge.

16.3.5 In the event that payment for EZ-Reload in respect of any Revaluation is not made by you for any reason whatsoever, the following actions may be taken against you:

16.3.5.1 recover from you the amount payable and all costs incurred (including legal costs on a full indemnity basis) for the recovery of such payment;

16.3.5.2 suspend the use of any or all devices incorporating EZ-Reload which have been issued in respect of your Card Account for such period;

16.3.5.3 terminate the EZ-Reload facility;

16.3.5.4 disqualify you from applying for, being considered for and/or successfully accepted under EZ-Reload for any new EZ-Link cards for such length of time as may be determined to be appropriate by EZ-Link; and/or

16.3.5.5 deduct or set-off any monies owing by you from the remaining stored value and any deposit paid in respect of any Card incorporating the EZ-Reload facility issued or held in respect of your Card Account or you.

#### **16.4 PAYMENT FOR QUALIFIED GOODS AND/OR SERVICES**

16.4.1 The EZ-Link Facility incorporated into your Card shall and can be used as a means of payment for Qualified Goods and/or Services, provided that your use of the EZ-Link Facility for payment of Qualified Goods and/or Services may be rejected (whether by EZ-Link and/or the Qualified Merchants (person engaged in the sale of Waived Good and/or Services and who have entered or will be entering into agreements or arrangements with EZ-Link or parties appointed by EZ-Link to accept debits on the stored value of the EZ-Link Facility as a means of payment for such Qualified Goods and/or Services and may include but not be limited to the public transport operators licensed by the relevant authorities in Singapore) if:

16.4.1.1 the EZ-Link Facility has expired; or

16.4.1.2 the Card is suspected to have been fraudulently issued, stolen or tampered with or may in any way pose a risk to the EZ-Link system; or

16.4.1.3 the stored value on the EZ-Link Facility is insufficient or has been exhausted; or

16.4.1.4 the EZ-Link system is unable to process the payment for any reason whatsoever or if a force majeure event arises which disables and/or prevents the Qualified Merchants from accepting and/or processing the EZ-Link Facility as a means of payment; or

16.4.1.5 the EZ-Link Facility has been blacklisted.

16.4.2 You agree that each of the Qualified Merchants is responsible for deducting payment for the Qualified Goods and/or Services that you have agreed (with the Qualified Merchant) to pay from the stored value, in such manner as may be required by such Qualified Merchant.

16.4.3 The Qualified Merchants accepting the use of the EZ-Link Facility may be changed from time to time without prior notice.

## **16.5 QUALIFIED GOODS AND/OR SERVICES OF QUALIFIED MERCHANTS**

You acknowledge that neither we nor our agents are involved in the provision of the Qualified Goods and/or Services offered by any Qualified Merchant accepting the EZ-Link Facility for payment. Neither we nor any of our agents shall be liable in any way for the Qualified Goods and/or Services sold, rendered or provided by the Qualified Merchants (including but without limitation any defect, disruption, failure or unavailability of or relating to any of such Qualified Goods and/or Services, as the case may be) or for any other disputes concerning the Qualified Goods and/or Services, all of which shall be the sole responsibility of the Qualified Merchants.

## **16.6 REFUNDS**

16.6.1 If the EZ-Reload Facility on your Card has been activated, all refunds of the stored value remaining in the EZ-Link Facility (whether valid or expired) will be effected into your Card Account.

16.6.2 If the EZ-Reload Facility on your Card has not been activated or has been deactivated by you, you may obtain a refund in cash of the stored value remaining in the EZ-Link Facility.

16.6.3 The amount of the refund shall be as determined by EZ-Link or us and will be refunded free of interest if such refund is made in accordance with the terms and conditions of the EZ-Link Facility. However, no refund of the stored value will be made on an expired EZ-Link after expiry of the relevant period for the refund of the EZ-Link Facility whereupon you shall have no claim against us and/or EZ-Link in respect of the stored value remaining on the EZ-Link Facility. Any refund (whether on expired or valid EZ-Link Facility) may be subject to an administrative fee as prescribed from time to time by us or EZ-Link.

16.6.4 Other than as provided in Clause 16.6.3 above, neither we nor any of our respective agents shall be obligated to make a refund to you or to process your request for refund on the EZ-Link Facility (whether expired or valid). Notwithstanding the foregoing provision, we or any of our respective agents may in our absolute discretion make a refund or process a refund in respect of the stored value or any part thereof, and any such refund may be made and/or processed subject to conditions imposed by us, EZ-Link and/or any of our respective agents. Neither we nor any of our respective agents shall be obliged to effect an immediate refund, and may in our absolute discretion, effect any refund in such manner and upon due verification as we or our respective agents deem fit.

16.6.5 In any case, we will not be obliged or liable to make a refund of the stored value if:

16.6.5.1 the encoded data for the EZ-Link Facility is erased wholly or in part or otherwise altered or interfered with as determined by us or EZ-Link; or

16.6.5.2 the electronic data and the external card number for the EZ-Link Facility are not reliably readable for any reason whatsoever as determined by EZ-Link and/or its agents; or

16.6.5.3 the Card and/or the EZ-Link Facility incorporated in the Card is faulty, damaged or invalid for use whether intentionally or by your failure to take proper care of the Card as determined by either ourselves or EZ-Link; or

16.6.5.4 the EZ-Link Facility has been fraudulently or illegally revalued.

16.6.6 Where the electronic data and the external card number for the EZ-Link Facility are not reliably readable for any reason, a deferred refund of the residual stored value on the EZ-Link Facility may be allowed based on the available system records of EZ-Link and/or its agents.

16.6.7 You shall, upon receipt of the refund, be deemed to have accepted the amount thereof as correct, and agree to discharge each of us, EZ-Link and our respective agents, from liability whatsoever to you, including but not limited to any shortfall or error in the amount of such refund.

16.6.8 The determination by us, EZ-Link and/or any of our respective agents as to the residual stored value of the EZ-Link Facility incorporated on the Card shall be final and conclusive. For the purpose of such determination, the residual stored value as determined by us, EZ-Link and/or any of our respective agents from either the value encoded in the EZ-Link Facility (where the electronic data relating to the EZ-Link Facility is reliably readable) or the records of EZ-Link or ourselves or the information generated by EZ-Link system shall, save for manifest error, be deemed to be conclusive and binding against you.

## **16.7 FAULT OR CORRUPTION IN THE EZ-LINK FACILITY**

16.7.1 If you suspect any fault or corruption in the EZ-Link Facility incorporated in your Card, you should approach EZ-Link for assistance. If the EZ-Link Facility is indeed faulty or corrupted, the stored value of the EZ-Link Facility will be refunded to you in accordance with the procedures described in Clause 16.6 above, and a new Card will be issued to you at your request and subject to our usual procedures for Card issuance, provided however that we reserve the right not to issue a new Card if it is determined that:

16.7.1.1 the Card has been damaged or tampered with whether intentionally or by failure to take proper care of the Card or otherwise used or handled in breach of the provisions of this Agreement; or

16.7.1.2 the external Card number for the EZ-Link Facility is not reliably readable for any reason whatsoever

16.7.2 The determination by us or EZ-Link or any of our respective agents as to the amount of stored value where the EZ-Link Facility is found to be defective shall be final and conclusive. We reserve the right to subsequent adjustments to such determination should any transaction records received thereafter indicate a different value than that which was determined at the time of replacement.

## **16.8 LOSS OF CARDS**

You are responsible for safeguarding your Card against loss, damage or theft, and ensuring that your Card is not used by any other person without your permission. We are not responsible for any financial loss incurred due to the loss of the Card and have no obligation whatsoever to prevent the use of the EZ-Link Facility on a lost Card by any person other than you.