

Terms and Conditions of the DBS Send Money to an Overseas Visa Card Facility

1. Definitions

In these Terms and Conditions, unless the context requires otherwise, references to "we", "us", "our" and "Bank" are to DBS Bank Ltd and references to "you", "your" or "Customer" means the customer of the Bank using the DBS Send Money to an Overseas Visa Card Facility.

"DBS Send Money to an Overseas Visa Card Facility" or "Facility" means the money transfer facility made available by the Bank to the Customer in accordance with these terms and conditions.

"Current Account" means any DBS Singapore Dollar current account maintained by the Customer.

"Savings Account" means any DBS Singapore Dollar savings account maintained by the Customer.

"Recipient Card" means all personal card bearing the name VISA and/or service mark of VISA and issued by any bank or financial institution situated overseas.

2. You may use the Facility to debit such sum from your Savings Account or Current Account and transfer the said sum to any Recipient Card.
3. You may transfer a maximum of S\$2,500.00 per transfer (or such amount as the Bank may determine) and the total amount transferred per day is S\$2,500.00 (or such amount as the Bank may determine).
4. You will pay such charges and fees for the provision of the Facility as the Bank may prescribe from time to time, whether or not you in fact make use of the Facility, and such amounts, charges or fees chargeable by the Recipient Card's issuing bank.
5. The Bank and/or VISA International Service Association (or such other relevant party) ("Relevant Party") shall effect the transfer of such sum to the Recipient Card in accordance with the information and/or instructions provided by you, in the currency of the Recipient Card converted from the Singapore currency at such prevailing exchange rate on such date as the Bank or the Relevant Party may determine at its discretion.
6. You shall ensure that all information and/or instructions provided by you to the Bank for the purposes of effecting any transfer under the Facility is complete, true and accurate. You further agree to provide such further information that the Bank may require for the purpose of effecting any transfer.

7. The Bank may act upon, rely on or hold you solely responsible and liable for all instructions transmitted to the Bank (whether actually provided by you or not) and the Bank shall not be under any obligation to investigate the authenticity or authority of persons effecting the instructions or verify the accuracy and completeness of the information. You agree that the Bank may treat the information as valid notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the terms of such information and/or instructions.
8. Whilst the Bank endeavours to effect the transfer on receipt of your instructions, you agree that the instructions may not be processed immediately due to:
 - a. instructions being inaccurate, inadequate or incomplete in any way; or
 - b. any failure, refusal, delay or error by any third party through whom any such instruction is transacted.
9. Where the Bank chooses to act on an instruction, the Bank acts on a commercially reasonable effort basis and are not responsible for any acts and omissions while acting in a reasonable manner in complying with/acting upon the instructions.
10. You acknowledge and agree that the Bank may:
 - a. without stating reasons, require that you identify yourself by alternative means;
 - b. require any instruction to be confirmed through alternative means (including but not limited to writing in person at a branch, by facsimile or by phone);
 - c. reject any instruction for a funds transfer under the Facility or approve only part of the amount requested for transfer under the Facility without assigning any reason;
 - d. decline to act on the instruction in order to verify the authenticity of the instruction;
 - e. determine the order of priority in effecting the instruction and other existing arrangements you have made with us (including but not limited to standing orders, GIRO, cheques);
 - f. decline to act on the instruction where the instruction:
 - i. is ambiguous, incomplete or inconsistent with your other instructions, information and/or data; or

- ii. may have lapsed or is rendered invalid by the Bank and/or VISA International Service Association (or such other relevant party); or
- iii. would cause you to exceed your applicable transaction or account limit; or
- iv. would result in any insufficiency of funds in your Savings Account or Current Account,

without incurring any liability for loss, cost or expense.

11. The Bank shall not be liable to you in any way for any loss, cost, claims, expense or damage incurred by us whatsoever or howsoever caused, whether arising directly or indirectly, in connection with the Facility (including but not limited to the delay or failure in transmission of instruction by the Bank, delay or failure of transmission of instructions by VISA International Service Association or any other entity involved in the process of the funds transfer or due to any government order, court order, law, levy, tax or exchange restrictions).
12. The Bank shall be entitled at any time and without notice to you to perform any or all of the following:
 - a. appropriate, set-off or debit all or part of the balances in your Savings Account or Current Account (as the case may be) to pay and discharge all or part of your liabilities to us; and where required, earmark any amount credited or expected to be credited into the said account(s); and/or
 - b. refuse any withdrawals from the Savings Account or Current Account where the said account(s) is earmarked for sums owing to us until such sums are paid in full.
13. The Bank does not warrant the security of any information sent or transmitted to it whether electronically or otherwise and you accept the risk that any information sent or transmitted to the Bank may be accessed by unauthorised third parties.
14. The Bank shall not be liable for any unauthorized transactions and you agree to fully indemnify and hold the Bank harmless against any action, suit or proceedings initiated against it and for any loss, cost (including legal costs on a full indemnity basis) or damage incurred by us as a result thereof or arising from us acting on your instruction to effect the transfer.
15. The Bank may:
 - a. withdraw the Facility entirely; or

- b. terminate the Facility upon the earlier termination of (i) the Savings Account and Current Account; or (ii) the Recipient Card,

without notice and without incurring any liability or responsibility whatsoever by reason of such withdrawal or termination.

- 16. You may terminate the Facility at any time by giving us prior written or verbal notification.
- 17. The Bank may by notice to you vary these Terms and Conditions, such variation to take effect on the date specified by us. If you use the Facility after such date you are deemed to have accepted such variation.
- 18. You consent to the Bank, its agents and other persons (who by reason of their scope of work, capacity or office have access to your account and/or personal details) disclosing any information relating to you and any particulars of your accounts to:
 - a. any person or organization participating in the provision of electronic services or such services in connection with the Facility;
 - b. any person or organization we outsource certain functions or activities;
 - c. the police or any public officer purporting to conduct an investigation;
 - d. credit or charge card companies;
 - e. the VISA International Service Association and such other VISA entity;
 - f. any other bank, financial institution or credit agency for the purposes of verifying the information provided by you;
 - g. any person or organization in connection with the marketing or promotion of the Facility and/or such person or organization for the purposes of investigating any complaint or dealing with any query relating to the marketing or promotion of the Facility;
 - h. any person or organization in compliance with an order, notice or request of any government agency or authority or court of law;
 - i. any person or organization for the purpose of collecting and recovering for and on the Bank's behalf any sums of money owing to us from you;

- j. any related corporation of the Bank for risk management purposes for monitoring credit exposures across the DBS Group or the credit exposure of any DBS Group company to you and for cross-selling purposes. "DBS Group" means any subsidiary of the Bank, the Bank's holding company and any subsidiary of that holding company. "Risk management purposes" includes any conflict clearance exercise;
 - k. any person or organization as may be required under the relevant bye-laws and/or regulations of the Singapore Clearing House Association ("SCHA"), including the Committee Management of the SCHA and/or any person or entity as specified under the relevant bye-laws and/or regulations of the SCHA;
 - l. any regulatory body, government agency and/or statutory board;
 - m. any merchant;
 - n. any subsidiary and/or any related company or associated company of the Bank, in any jurisdiction;
 - o. any Recipient Card main or supplementary cardholder;
 - p. any potential assignee or transferee of the Bank's interest herein; and
 - q. any person or organization where the Bank in good faith deems it reasonable to make such disclosure.
19. These Terms and Conditions governing the use of the Facility are additional to the Terms and Conditions Governing Electronic Services, Terms and Conditions Governing Accounts and such other terms and conditions intended or expressed to govern the use of the Facility.
20. A person who is not a party to these Terms and Conditions may not enforce its terms under the Contracts (Rights of Third Parties) Act (Chapter 53B) (as may be amended and substituted from time to time). Notwithstanding any term in these Terms and Conditions, the consent of any third party is not required to vary (including the release or compromise of any liability) or terminate any of these Terms and Conditions.
21. These Terms and Conditions are governed by and construed in accordance with the laws of the Singapore and you irrevocably submit to the exclusive jurisdiction of the Singapore Courts.