

## **NOTIFICATION OF CHANGES TO DBS ONE.TAP CARD AGREEMENT**

*Uploaded on 13 JUNE 2014*

*Changes effective 1 JULY 2014 (changes highlighted as red text)*

### **12. DISCLOSURE OF INFORMATION**

#### **12.1 PARTIES TO WHOM DISCLOSURE MAY BE MADE**

You authorise us to disclose any particulars of your Card Account(s) and/or your use of your

12.1.5 any information garnering or processing organisation or department or consultant **for the purposes of** conducting survey(s) or analyses or developing system applications on our behalf;

**12.1.10 any government agency or authority or tribunals or courts of any jurisdiction in compliance with the order, notice or request of such agency, authority, tribunal or court, or in compliance with applicable laws or for commencing, defending or otherwise participating in any legal or administrative proceedings or inquiry before any court, tribunal or other agency or authority;**

**12.1.12. any credit bureau of which we are a member or subscriber (“Bureau”) to the extent and for the purposes set out in the Banking Act, Chapter 19 of Singapore (as may be amended and substituted from time to time);**

**12.1.13. any person authorised to operate the Card Account(s), including but not limited to, Supplementary Cardholders, for any purpose in connection with this Agreement or the operation of the Card Account;**

**12.1.14. any person or organisation who, in the course of the sending and delivering of communication materials from us to you or the preparation thereof, sees any envelopes or communication materials sent by us to you which bears our name and/or logo. For the purposes of this clause, communication materials shall include all forms of direct mailers and advertisements; and**

**12.1.15. any person or organization where we in good faith deem it reasonable to make such disclosure in connection with this Agreement or the operation of the Card Account.**

#### **12.4 DBS PRIVACY POLICY**

**12.4.1 The DBS Privacy Policy, as may be amended, supplemented and/or substituted from time to time, is incorporated by reference into and forms part of this Agreement and shall apply to all personal data that you provide to us or that we have obtained from any other sources or that arises from your relationship with DBS Group. The DBS Privacy Policy is available at [www.dbs.com/privacy](http://www.dbs.com/privacy) or from any DBS or POSB branch.**

**12.4.2 You hereby consent to our collection, use, disclosure and processing of your personal data in accordance with the DBS Privacy Policy and the Agreement.**

**12.4.3 If you provide us with the personal data of any individual (other than your own, if you yourself are an individual), you hereby consent on behalf of that individual whose personal data you provide, to our collection, use, disclosure and processing of his/her personal data in accordance with the DBS Privacy Policy and the Agreement. You warrant that you have obtained that individual’s prior consent to such collection, use, disclosure and processing of his/her personal data by us and that the personal data that you provide to us is true, accurate and complete.**

**12.4.4 In the event of conflict or inconsistency between the Agreement and the DBS Privacy Policy, the provisions of the Agreement shall prevail.**

- 12.4.5 Any consent you give pursuant to the Agreement in relation to personal data shall survive your death, incapacity, bankruptcy or insolvency, as the case may be, and the termination of the Agreement.
- 12.4.6 If we have records that you have opted-out of receiving marketing materials or marketing calls from the DBS Group, then, in accordance with your decision to opt-out and notwithstanding anything to the contrary in the Agreement, you will not receive such materials or calls from us. You may opt-in to receive marketing materials and calls from us at any time by submitting an opt-in form, which is available from any DBS/POSB branch.
- 12.4.7 “DBS Group” means DBS Bank Ltd, its subsidiaries, affiliates, branches and related companies.

## **16. ELECTRONIC SIGNATURE INSTRUCTION SERVICE**

16.1 You acknowledge that we may in our discretion agree to make available the Electronic Signature Instruction service to you when you give instructions to us in person.

16.2 Where we, at your request, make available the Electronic Signature Instruction service to you, you will give instructions to us in electronic form in a manner which complies with our internal processes and requirements (each such instruction an “Electronic Instruction”).

16.3 You acknowledge and agree that we shall be entitled to require you to sign such Electronic Instruction, and in this connection you authorize and consent to us to collect and link your signature with the relevant Electronic Instruction in electronic form, using an electronic signature pad or other electronic device capable of collecting, recording and/or storing information and signatures in electronic form in a manner which complies with our internal processes and requirements. The Electronic Instruction, together with your signature so collected and linked, are collectively the “Electronic Signature Instruction”.

16.4 You agree that such signature of yours collected, received and/or stored in such electronic form shall be deemed to be equivalent to your signature in hard copy for all purposes provided each such signature is collected electronically from you in person by our officer or representative and such officer or representative verifies (whether before or after such signature is taken) your identity in a manner which complies with our internal requirements.

16.5 You agree that electronic data or images of any form, document, instruction or communication, other electronic documents, instruction or communication and all records in electronic form (collectively, “Electronic Records”) maintained by us or on our behalf where any signature(s) in electronic form has/have been affixed or appended (including, but not limited to, each Electronic Signature Instruction), which fulfil our internal processes and requirements, shall be deemed to be valid, accurate and authentic, and given the same effect as if such Electronic Records in electronic form were written and signed between you and us in hard copy.

16.6 You acknowledge and agree that such Electronic Records can be used as evidence in any court proceedings as proof of their contents. You further agree that you shall not dispute the validity, accuracy or authenticity of the contents of any such Electronic Records (including any Electronic Signature Instruction), including evidence in the form of activity or transaction logs, computer or electronic records, magnetic tapes, cartridges, computer printouts, copies, or any other form of computer or electronic data or information storage or system, and that such Electronic Records shall be final and conclusive of the information and your instruction and agreement of any matter set out in the associated Electronic Signature Instruction, save in the case of our manifest or clerical error. You further agree that the security procedure applied or to be applied to verify that the Electronic Signature Instruction is commercially reasonable and secure, pursuant to the Electronic Transactions Act (Cap 88).

16.7 You acknowledge and agree that Electronic Records shall be stored for as long as the law and the standards and practices of the banking industry say we must. After this time we may destroy them.

16.8 You shall not hold us liable for acting in good faith or omitting in good faith to act on your instructions given to us in accordance with our prescribed verification procedure prevailing at the time via the Electronic Signature Instruction service or in any Electronic Instruction forwarded to us.

## **17. MISCELLANEOUS**

### **17.1 LAWFUL USE OF CARD**

You shall not use your Card(s) for any unlawful purpose. The purchase of goods and services through the use of your Card(s) that would contravene any law is prohibited.

### **17.2 INFORMATION FROM CARDHOLDER**

The Cardholder shall be responsible for the accuracy and truthfulness of the data provided by him/her to us. The Cardholder must immediately inform us of any change in his/her particulars.

### **17.3 RECOVERY OF COSTS**

Any costs, fees or expenses (including legal costs) that are incurred by us as a result of your breach of the terms and conditions of this Agreement or any Charge or arising out of our enforcement of any of our rights hereunder or under any such Charge shall be recoverable by us from you on a full indemnity basis.

### **17.4 REFERENCES TO SINGAPORE DOLLARS**

Any references to dollars and "S\$" in this Agreement shall mean Singapore dollars. If the billing currency in your Card Account(s) is not the Singapore dollar, we may convert any amounts in such Card Account(s) into Singapore dollars at the exchange rate that we may determine.

### **17.5 INSTRUCTIONS FROM YOU**

Unless otherwise stated by us, all requests or instructions from you must be in writing and signed by you. We may choose to accept any instruction from you made through electronic mail, facsimile transmission and in the case of the telephone, such instruction that we believe is given by you even if you had not actually given such instructions. Any non-written instructions shall be given to us at your risk and we shall not be responsible for any loss or damage that you may suffer.

### **17.6 DELAY OR FAILURE TO EXERCISE RIGHTS**

Any delay or failure by us to exercise our rights and/or remedies under this Agreement or under any Charge does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

### **17.7 ADDITIONAL BENEFITS, SERVICES OR PROGRAMMES**

We may provide at our sole discretion, additional services, benefits or programmes in connection with the use of your Card(s). Such additional services where provided, do not form part of our legal relationship with you and we may withdraw or change these services at any time without notice to you. Those additional services, benefits or programmes may be subject to their own terms and conditions. We may also, where points have been awarded to or earned by you or other benefits extended to you as part of any rewards or redemption programme, forfeit or cancel such points or benefits if you default in any of your payment obligations or if your account is not conducted satisfactorily.

### **17.8 ADDITIONAL TERMS**

In addition to this Agreement, our Terms and Conditions Governing Electronic Services and our other terms and conditions (including any additions and/or variations to any of such terms and conditions) intended or expressed to govern the use of your Card or any of the Card Transactions or products or services or facilities accessed through or linked to your Card or Card Account or any of the Card Transactions shall also apply to the use of your Card, your Card Account and the Card Transactions notwithstanding any provisions to the contrary in such terms and conditions. You are deemed to have read and/or understood such terms and conditions and will abide and be bound by them accordingly.

### **17.9 COMPLIANCE WITH TAX REQUIREMENTS**

You agree to be bound by the terms relating to tax requirements (“Tax Terms”) which forms part of the Agreement and which may be amended, supplemented and/or substituted by us from time to time. The Tax Terms are available at [www.dbs.com.sg/tax-requirements](http://www.dbs.com.sg/tax-requirements).

### **17.10 GOVERNING LAW**

This Agreement is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

### **17.11 OTHER VERSIONS OF THIS AGREEMENT**

In the event of any inconsistency between different versions of this Agreement, the English version shall prevail.

### **17.12 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT, CHAPTER 53B**

A person who is not a party to this Agreement may not enforce any of the terms and conditions of this Agreement under the Contracts (Rights of Third Parties) Act, Chapter 53B. Notwithstanding any term of this Agreement, the consent of any third party is not required to vary, release or compromise any liability, or terminate any of the terms of this Agreement.

## **NOTIFICATION OF CHANGES TO Live Fresh DBS Visa payWave Platinum Card Agreement**

*Uploaded on 13 JUNE 2014*

*Changes effective 1 JULY 2014 (changes highlighted as red text)*

### **13. DISCLOSURE OF INFORMATION**

#### **13.1 PARTIES TO WHOM DISCLOSURE MAY BE MADE**

You authorise us to disclose any particulars of your Card Account(s) and/or your use of your

13.1.5 any information garnering or processing organisation or department or consultant **for the purposes of** conducting survey(s) or analyses or developing system applications on our behalf;

**13.1.10 any government agency or authority or tribunals or courts of any jurisdiction in compliance with the order, notice or request of such agency, authority, tribunal or court, or in compliance with applicable laws or for commencing, defending or otherwise participating in any legal or administrative proceedings or inquiry before any court, tribunal or other agency or authority;**

**13.1.12. any credit bureau of which we are a member or subscriber (“Bureau”) to the extent and for the purposes set out in the Banking Act, Chapter 19 of Singapore (as may be amended and substituted from time to time);**

**13.1.13. any person authorised to operate the Card Account(s), including but not limited to, Supplementary Cardholders, for any purpose in connection with this Agreement or the operation of the Card Account;**

**13.1.14. any person or organisation who, in the course of the sending and delivering of communication materials from us to you or the preparation thereof, sees any envelopes or communication materials sent by us to you which bears our name and/or logo. For the purposes of this clause, communication materials shall include all forms of direct mailers and advertisements; and**

**12.1.15. any person or organization where we in good faith deem it reasonable to make such disclosure in connection with this Agreement or the operation of the Card Account.**

#### **13.5 DBS PRIVACY POLICY**

**13.5.1 The DBS Privacy Policy, as may be amended, supplemented and/or substituted from time to time, is incorporated by reference into and forms part of this Agreement and shall apply to all personal data that you provide to us or that we have obtained from any other sources or that arises from your relationship with DBS Group. The DBS Privacy Policy is available at [www.dbs.com/privacy](http://www.dbs.com/privacy) or from any DBS or POSB branch.**

**13.5.2 You hereby consent to our collection, use, disclosure and processing of your personal data in accordance with the DBS Privacy Policy and the Agreement.**

**13.5.3 If you provide us with the personal data of any individual (other than your own, if you yourself are an individual), you hereby consent on behalf of that individual whose personal data you provide, to our collection, use, disclosure and processing of his/her personal data in accordance with the DBS Privacy Policy and the Agreement. You warrant that you have obtained that individual’s prior consent to such collection, use, disclosure and processing of his/her personal data by us and that the personal data that you provide to us is true, accurate and complete.**

**13.5.4 In the event of conflict or inconsistency between the Agreement and the DBS Privacy Policy, the provisions of the Agreement shall prevail.**

**13.5.5 Any consent you give pursuant to the Agreement in relation to personal data shall survive your death, incapacity, bankruptcy or insolvency, as the case may be, and the termination of the Agreement.**

13.5.6 If we have records that you have opted-out of receiving marketing materials or marketing calls from the DBS Group, then, in accordance with your decision to opt-out and notwithstanding anything to the contrary in the Agreement, you will not receive such materials or calls from us. You may opt-in to receive marketing materials and calls from us at any time by submitting an opt-in form, which is available from any DBS/POSB branch.

13.5.7 “DBS Group” means DBS Bank Ltd, its subsidiaries, affiliates, branches and related companies.

## **18. ELECTRONIC SIGNATURE INSTRUCTION SERVICE**

18.1 You acknowledge that we may in our discretion agree to make available the Electronic Signature Instruction service to you when you give instructions to us in person.

18.2 Where we, at your request, make available the Electronic Signature Instruction service to you, you will give instructions to us in electronic form in a manner which complies with our internal processes and requirements (each such instruction an “Electronic Instruction”).

18.3 You acknowledge and agree that we shall be entitled to require you to sign such Electronic Instruction, and in this connection you authorize and consent to us to collect and link your signature with the relevant Electronic Instruction in electronic form, using an electronic signature pad or other electronic device capable of collecting, recording and/or storing information and signatures in electronic form in a manner which complies with our internal processes and requirements. The Electronic Instruction, together with your signature so collected and linked, are collectively the “Electronic Signature Instruction”.

18.4 You agree that such signature of yours collected, received and/or stored in such electronic form shall be deemed to be equivalent to your signature in hard copy for all purposes provided each such signature is collected electronically from you in person by our officer or representative and such officer or representative verifies (whether before or after such signature is taken) your identity in a manner which complies with our internal requirements.

18.5 You agree that electronic data or images of any form, document, instruction or communication, other electronic documents, instruction or communication and all records in electronic form (collectively, “Electronic Records”) maintained by us or on our behalf where any signature(s) in electronic form has/have been affixed or appended (including, but not limited to, each Electronic Signature Instruction), which fulfil our internal processes and requirements, shall be deemed to be valid, accurate and authentic, and given the same effect as if such Electronic Records in electronic form were written and signed between you and us in hard copy.

18.6 You acknowledge and agree that such Electronic Records can be used as evidence in any court proceedings as proof of their contents. You further agree that you shall not dispute the validity, accuracy or authenticity of the contents of any such Electronic Records (including any Electronic Signature Instruction), including evidence in the form of activity or transaction logs, computer or electronic records, magnetic tapes, cartridges, computer printouts, copies, or any other form of computer or electronic data or information storage or system, and that such Electronic Records shall be final and conclusive of the information and your instruction and agreement of any matter set out in the associated Electronic Signature Instruction, save in the case of our manifest or clerical error. You further agree that the security procedure applied or to be applied to verify that the Electronic Signature Instruction is commercially reasonable and secure, pursuant to the Electronic Transactions Act (Cap 88).

18.7 You acknowledge and agree that Electronic Records shall be stored for as long as the law and the standards and practices of the banking industry say we must. After this time we may destroy them.

18.8 You shall not hold us liable for acting in good faith or omitting in good faith to act on your instructions given to us in accordance with our prescribed verification procedure prevailing at the time via the Electronic Signature Instruction service or in any Electronic Instruction forwarded to us.

## **19. MISCELLANEOUS**

### **19.1 LAWFUL USE OF CARD**

You shall not use your Card(s) for any unlawful purpose. The purchase of goods and services through the use of your Card(s) that would contravene any law is prohibited.

### **19.2 INFORMATION FROM CARDHOLDER**

The Cardholder shall be responsible for the accuracy and truthfulness of the data provided by him/her to us. The Cardholder must immediately inform us of any change in his/her particulars.

### **19.3 RECOVERY OF COSTS**

Any costs, fees or expenses (including legal costs) that are incurred by us as a result of your breach of the terms and conditions of this Agreement or any Charge or arising out of our enforcement of any of our rights hereunder or under any such Charge shall be recoverable by us from you on a full indemnity basis.

### **19.4 REFERENCES TO SINGAPORE DOLLARS**

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### **19.5 INSTRUCTIONS FROM YOU**

Unless otherwise stated by us, all requests or instructions from you must be in writing and signed by you. We may choose to accept any instruction from you made through electronic mail, facsimile transmission and in the case of the telephone, such instruction that we believe is given by you even if you had not actually given such instructions. Any non-written instructions shall be given to us at your risk and we shall not be responsible for any loss or damage that you may suffer.

### **19.6 DELAY OR FAILURE TO EXERCISE RIGHTS**

Any delay or failure by us to exercise our rights and/or remedies under this Agreement or under any Charge does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

### **19.7 ADDITIONAL BENEFITS, SERVICES OR PROGRAMMES**

We may provide at our sole discretion, additional services, benefits or programmes in connection with the use of your Card(s). Such additional services where provided, do not form part of our legal relationship with you and we may withdraw or change these services at any time without notice to you. Those additional services, benefits or programmes may be subject to their own terms and conditions. We may also, where points have been awarded to or earned by you or other benefits extended to you as part of any rewards or redemption programme, forfeit or cancel such points or benefits if you default in any of your payment obligations or if your account is not conducted satisfactorily.

### **19.8 ADDITIONAL TERMS**

In addition to this Agreement, our Terms and Conditions Governing Electronic Services and our other terms and conditions (including any additions and/or variations to any of such terms and conditions) intended or expressed to govern the use of your Card or any of the Card Transactions or products or services or facilities accessed through or linked to your Card or Card Account or any of the Card Transactions shall also apply to the use of your Card, your Card Account and the Card Transactions notwithstanding any provisions to the contrary in such terms and conditions. You are deemed to have read and/or understood such terms and conditions and will abide and be bound by them accordingly.

### **19.9 COMPLIANCE WITH TAX REQUIREMENTS**

You agree to be bound by the terms relating to tax requirements ("Tax Terms") which forms part of the Agreement and which may be amended, supplemented and/or substituted by us from time to time. The Tax Terms are available at [www.dbs.com.sg/tax-requirements](http://www.dbs.com.sg/tax-requirements).

### **19.10 GOVERNING LAW**

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**19.11 OTHER VERSIONS OF THIS AGREEMENT**

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**19.12 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT, CHAPTER 53B**

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## NOTIFICATION OF CHANGES TO DBS DEBIT CARD AGREEMENT

Uploaded on 13 JUNE 2014

Changes effective 1 JULY 2014 (changes highlighted as red text)

### 11. DISCLOSURE OF INFORMATION

#### 11.1 PARTIES TO WHOM DISCLOSURE MAY BE MADE

You authorise us to disclose any particulars of your Card Account and/or your use of the Card to:

- (d) any information garnering or processing organisation or department or consultant for **the purposes of** conducting survey(s) or analyses or developing system applications on our behalf;
- (h) any government agency or authority or tribunals or courts of any jurisdiction in compliance with the order, notice or request of such agency, authority, **tribunal** or court, or **in compliance with applicable laws or for commencing, defending or otherwise participating in any legal or administrative proceedings or inquiry before any court, tribunal or other agency or authority;**
- (k) any person using the Electronic Services purporting to be you or a User **for any purpose in connection with this Agreement or the operation of the Card Account;**
- (m) any person or organisation who, **in the course of the sending and delivering of** communication materials **from us to you or the preparation thereof, sees any envelopes or communication materials** sent by us to you which bears our name and/or logo. For the purposes of this clause, communication materials shall include all forms of direct mailers and advertisements; and
- (n) any person or organization where we in good faith deem it reasonable to make such disclosure **in connection with this Agreement or the operation of the Card Account.**

#### **11.7 DBS PRIVACY POLICY**

- 11.7.1 The DBS Privacy Policy, as may be amended, supplemented and/or substituted from time to time, is incorporated by reference into and forms part of this Agreement and shall apply to all personal data that you provide to us or that we have obtained from any other sources or that arises from your relationship with DBS Group. The DBS Privacy Policy is available at [www.dbs.com/privacy](http://www.dbs.com/privacy) or from any DBS or POSB branch.
- 11.7.2 You hereby consent to our collection, use, disclosure and processing of your personal data in accordance with the DBS Privacy Policy and the Agreement.
- 11.7.3 If you provide us with the personal data of any individual (other than your own, if you yourself are an individual), you hereby consent on behalf of that individual whose personal data you provide, to our collection, use, disclosure and processing of his/her personal data in accordance with the DBS Privacy Policy and the Agreement. You warrant that you have obtained that individual's prior consent to such collection, use, disclosure and processing of his/her personal data by us and that the personal data that you provide to us is true, accurate and complete.
- 11.7.4 In the event of conflict or inconsistency between the Agreement and the DBS Privacy Policy, the provisions of the Agreement shall prevail.
- 11.7.5 Any consent you give pursuant to the Agreement in relation to personal data shall survive your death, incapacity, bankruptcy or insolvency, as the case may be, and the termination of the Agreement.
- 11.7.6 If we have records that you have opted-out of receiving marketing materials or marketing calls from the DBS Group, then, in accordance with your decision to opt-out and notwithstanding anything to the contrary in the Agreement, you will not receive such materials or calls from us. You may opt-in to receive marketing materials and calls from us at any time by submitting an opt-in form, which is available from any DBS/POSB branch.

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16.4.2 Where we, at your request, make available the Electronic Signature Instruction service to you, you will give instructions to us in electronic form in a manner which complies with our internal processes and requirements (each such instruction an “Electronic Instruction”).

16.4.3 You acknowledge and agree that we shall be entitled to require you to sign such Electronic Instruction, and in this connection you authorize and consent to us to collect and link your signature with the relevant Electronic Instruction in electronic form, using an electronic signature pad or other electronic device capable of collecting, recording and/or storing information and signatures in electronic form in a manner which complies with our internal processes and requirements. The Electronic Instruction, together with your signature so collected and linked, are collectively the “Electronic Signature Instruction”.

16.4.4 You agree that such signature of yours collected, received and/or stored in such electronic form shall be deemed to be equivalent to your signature in hard copy for all purposes provided each such signature is collected electronically from you in person by our officer or representative and such officer or representative verifies (whether before or after such signature is taken) your identity in a manner which complies with our internal requirements.

16.4.5 You agree that electronic data or images of any form, document, instruction or communication, other electronic documents, instruction or communication and all records in electronic form (collectively, “Electronic Records”) maintained by us or on our behalf where any signature(s) in electronic form has/have been affixed or appended (including, but not limited to, each Electronic Signature Instruction), which fulfil our internal processes and requirements, shall be deemed to be valid, accurate and authentic, and given the same effect as if such Electronic Records in electronic form were written and signed between you and us in hard copy.

16.4.6 You acknowledge and agree that such Electronic Records can be used as evidence in any court proceedings as proof of their contents. You further agree that you shall not dispute the validity, accuracy or authenticity of the contents of any such Electronic Records (including any Electronic Signature Instruction), including evidence in the form of activity or transaction logs, computer or electronic records, magnetic tapes, cartridges, computer printouts, copies, or any other form of computer or electronic data or information storage or system, and that such Electronic Records shall be final and conclusive of the information and your instruction and agreement of any matter set out in the associated Electronic Signature Instruction, save in the case of our manifest or clerical error. You further agree that the security procedure applied or to be applied to verify that the Electronic Signature Instruction is commercially reasonable and secure, pursuant to the Electronic Transactions Act (Cap 88).

16.4.7 You acknowledge and agree that Electronic Records shall be stored for as long as the law and the standards and practices of the banking industry say we must. After this time we may destroy them.

16.4.8 You shall not hold us liable for acting in good faith or omitting in good faith to act on your instructions given to us in accordance with our prescribed verification procedure prevailing at the time via the Electronic Signature Instruction service or in any Electronic Instruction forwarded to us.

#### **16.5 PROVISIONS OF CARD ACCOUNT TO PREVAIL**

The provisions of this Agreement shall supplement and not replace the provisions of any agreement you may have us with respect to any Card Account or the Electronic Services, any other agreement(s) between us and you or any of our 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.

#### **16.6 ADDITIONAL BENEFITS, SERVICES OR PROGRAMMES**

We may provide at our sole discretion, additional services, benefits or programmes in connection with the use of your Card. Such additional services where provided, do not form part of our legal relationship with you and we may withdraw or change these services at any time without notice to you. Those additional services, benefit or programmes may be subject to their own terms and conditions.

#### **16.7 DELAY OR FAILURE TO EXERCISE RIGHTS**

Any delay or failure by us to exercise our rights and/or remedies under this Agreement does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

#### **16.8 CHANGE OF CARD ACCOUNT NOT TO AFFECT PAYMENT ARRANGEMENT WITH OTHER FINANCIAL INSTITUTION**

Should you make any arrangement with any financial institution for the credit of your Card Account, whether at regular intervals or otherwise, and should your Card Account be terminated and replaced with another Card Account whether because of loss of your Card or otherwise, such arrangement shall continue in relation to your new Card Account as from the date when the first Statement with respect to the original Card Account is sent to you.

#### **16.9 COMPLIANCE WITH TAX REQUIREMENTS**

You agree to be bound by the terms relating to tax requirements (“Tax Terms”) which forms part of the Agreement and which may be amended, supplemented and/or substituted by us from time to time. The Tax Terms are available at [www.dbs.com.sg/tax-requirements](http://www.dbs.com.sg/tax-requirements).

#### **16.10 GOVERNING LAW**

This Agreement is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

## NOTIFICATION OF CHANGES TO DBS MULTI-TUDE CARD AGREEMENT

Uploaded on 13 JUNE 2014

Changes effective 1 JULY 2014 (changes highlighted as red text)

### 12. DISCLOSURE OF INFORMATION

#### 12.1 PARTIES TO WHOM DISCLOSURE MAY BE MADE

You authorise us to disclose any particulars of your Card Account and/or your use of the Card to:

- (d) any information garnering or processing organisation or department or consultant for **the purposes of** conducting survey(s) or analyses or developing system applications on our behalf;
- (h) any government agency or authority or tribunals or courts of any jurisdiction in compliance with the order, notice or request of such agency, authority, **tribunal** or court, or **in compliance with applicable laws or for commencing, defending or otherwise participating in any legal or administrative proceedings or inquiry before any court, tribunal or other agency or authority;**
- (k) any person using the Electronic Services purporting to be you or a User **for any purpose in connection with this Agreement or the operation of the Card Account;**
- (m) any person or organisation who, **in the course of the sending and delivering of** communication materials **from us to you or the preparation thereof, sees any envelopes or communication materials** sent by us to you which bears our name and/or logo. For the purposes of this clause, communication materials shall include all forms of direct mailers and advertisements; and
- (n) any person or organization where we in good faith deem it reasonable to make such disclosure **in connection with this Agreement or the operation of the Card Account.**

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- 12.3.2 You hereby consent to our collection, use, disclosure and processing of your personal data in accordance with the DBS Privacy Policy and the Agreement.
- 12.3.3 If you provide us with the personal data of any individual (other than your own, if you yourself are an individual), you hereby consent on behalf of that individual whose personal data you provide, to our collection, use, disclosure and processing of his/her personal data in accordance with the DBS Privacy Policy and the Agreement. You warrant that you have obtained that individual's prior consent to such collection, use, disclosure and processing of his/her personal data by us and that the personal data that you provide to us is true, accurate and complete.
- 12.3.4 In the event of conflict or inconsistency between the Agreement and the DBS Privacy Policy, the provisions of the Agreement shall prevail.
- 12.3.5 Any consent you give pursuant to the Agreement in relation to personal data shall survive your death, incapacity, bankruptcy or insolvency, as the case may be, and the termination of the Agreement.
- 12.3.6 If we have records that you have opted-out of receiving marketing materials or marketing calls from the DBS Group, then, in accordance with your decision to opt-out and notwithstanding anything to the contrary in the Agreement, you will not receive such materials or calls from us. You may opt-in to receive marketing materials and calls from us at any time by submitting an opt-in form, which is available from any DBS/POSB branch.

**12.3.7 “DBS Group” means DBS Bank Ltd, its subsidiaries, affiliates, branches and related companies.**

#### **12.4 ACKNOWLEDGEMENT**

You acknowledge that:

- (a) there may be inadvertent disclosure of information by us and/or any of our officials in the course of providing information, whether to third parties in Singapore or otherwise, relevant to transactions made or purported to be made by you and you consent to such inadvertent disclosure; and
- (b) equipment and software providers, service providers, network providers (including but not limited to telecommunications providers, Internet browser providers or Internet access providers) and third parties may have or be able to gain access to any information transmitted over the relevant system, and you agree not to hold us liable in any way in this respect.

#### **12.5 NO LIABILITY FOR DISCLOSURE PERMITTED UNDER AGREEMENT**

Neither we nor any of our officials shall be liable for any loss or damage suffered by you as a result of any disclosure of any information which you have consented to us and/or any of our officials disclosing.

#### **12.6 PROVISION OF INFORMATION**

You will provide us with any information or documentation that we may reasonable request relating to your use of the Card or the Electronic Services and shall cooperate with us in any related investigation or litigation. You shall be responsible for the accuracy and truthfulness of the data provided by you to us. You must immediately inform us of any change in your particulars.

#### **14.9 COMPLIANCE WITH TAX REQUIREMENTS**

You agree to be bound by the terms relating to tax requirements (“Tax Terms”) which forms part of the Agreement and which may be amended, supplemented and/or substituted by us from time to time. The Tax Terms are available at [www.dbs.com.sg/tax-requirements](http://www.dbs.com.sg/tax-requirements).

#### **14.10 GOVERNING LAW**

This Agreement is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

## NOTIFICATION OF CHANGES TO POSB EVERYDAY CARD AGREEMENT

Uploaded on 13 JUNE 2014

Changes effective 1 JULY 2014 (changes highlighted as red text)

### 13. DISCLOSURE OF INFORMATION

#### 13.1 PARTIES TO WHOM DISCLOSURE MAY BE MADE

You authorise us to disclose any particulars of your Card Account(s) and/or your use of your

13.1.5 any information garnering or processing organisation or department or consultant for the purposes of conducting survey(s) or analyses or developing system applications on our behalf;

13.1.10 any government agency or authority or tribunals or courts of any jurisdiction in compliance with the order, notice or request of such agency, authority, tribunal or court, or in compliance with applicable laws or for commencing, defending or otherwise participating in any legal or administrative proceedings or inquiry before any court, tribunal or other agency or authority;

13.1.12. any credit bureau of which we are a member or subscriber ("Bureau") to the extent and for the purposes set out in the Banking Act, Chapter 19 of Singapore (as may be amended and substituted from time to time);

13.1.13. any person authorised to operate the Card Account(s), including but not limited to, Supplementary Cardholders, for any purpose in connection with this Agreement or the operation of the Card Account;

13.1.14. any person or organisation who, in the course of the sending and delivering of communication materials from us to you or the preparation thereof, sees any envelopes or communication materials sent by us to you which bears our name and/or logo. For the purposes of this clause, communication materials shall include all forms of direct mailers and advertisements; and

12.1.15. any person or organization where we in good faith deem it reasonable to make such disclosure in connection with this Agreement or the operation of the Card Account.

#### 13.5 DBS PRIVACY POLICY

13.5.1 The DBS Privacy Policy, as may be amended, supplemented and/or substituted from time to time, is incorporated by reference into and forms part of this Agreement and shall apply to all personal data that you provide to us or that we have obtained from any other sources or that arises from your relationship with DBS Group. The DBS Privacy Policy is available at [www.dbs.com/privacy](http://www.dbs.com/privacy) or from any DBS or POSB branch.

13.5.2 You hereby consent to our collection, use, disclosure and processing of your personal data in accordance with the DBS Privacy Policy and the Agreement.

13.5.3 If you provide us with the personal data of any individual (other than your own, if you yourself are an individual), you hereby consent on behalf of that individual whose personal data you provide, to our collection, use, disclosure and processing of his/her personal data in accordance with the DBS Privacy Policy and the Agreement. You warrant that you have obtained that individual's prior consent to such collection, use, disclosure and processing of his/her personal data by us and that the personal data that you provide to us is true, accurate and complete.

13.5.4 In the event of conflict or inconsistency between the Agreement and the DBS Privacy Policy, the provisions of the Agreement shall prevail.

13.5.5 Any consent you give pursuant to the Agreement in relation to personal data shall survive your death, incapacity, bankruptcy or insolvency, as the case may be, and the termination of the Agreement.

13.5.6 If we have records that you have opted-out of receiving marketing materials or marketing calls from the DBS Group, then, in accordance with your decision to opt-out and notwithstanding anything to the contrary in the Agreement, you will not receive such materials or calls from us. You may opt-in to receive marketing materials and calls from us at any time by submitting an opt-in form, which is available from any DBS/POSB branch.

13.5.7 “DBS Group” means DBS Bank Ltd, its subsidiaries, affiliates, branches and related companies.

## **18. ELECTRONIC SIGNATURE INSTRUCTION SERVICE**

18.1 You acknowledge that we may in our discretion agree to make available the Electronic Signature Instruction service to you when you give instructions to us in person.

18.2 Where we, at your request, make available the Electronic Signature Instruction service to you, you will give instructions to us in electronic form in a manner which complies with our internal processes and requirements (each such instruction an “Electronic Instruction”).

18.3 You acknowledge and agree that we shall be entitled to require you to sign such Electronic Instruction, and in this connection you authorize and consent to us to collect and link your signature with the relevant Electronic Instruction in electronic form, using an electronic signature pad or other electronic device capable of collecting, recording and/or storing information and signatures in electronic form in a manner which complies with our internal processes and requirements. The Electronic Instruction, together with your signature so collected and linked, are collectively the “Electronic Signature Instruction”.

18.4 You agree that such signature of yours collected, received and/or stored in such electronic form shall be deemed to be equivalent to your signature in hard copy for all purposes provided each such signature is collected electronically from you in person by our officer or representative and such officer or representative verifies (whether before or after such signature is taken) your identity in a manner which complies with our internal requirements.

18.5 You agree that electronic data or images of any form, document, instruction or communication, other electronic documents, instruction or communication and all records in electronic form (collectively, “Electronic Records”) maintained by us or on our behalf where any signature(s) in electronic form has/have been affixed or appended (including, but not limited to, each Electronic Signature Instruction), which fulfil our internal processes and requirements, shall be deemed to be valid, accurate and authentic, and given the same effect as if such Electronic Records in electronic form were written and signed between you and us in hard copy.

18.6 You acknowledge and agree that such Electronic Records can be used as evidence in any court proceedings as proof of their contents. You further agree that you shall not dispute the validity, accuracy or authenticity of the contents of any such Electronic Records (including any Electronic Signature Instruction), including evidence in the form of activity or transaction logs, computer or electronic records, magnetic tapes, cartridges, computer printouts, copies, or any other form of computer or electronic data or information storage or system, and that such Electronic Records shall be final and conclusive of the information and your instruction and agreement of any matter set out in the associated Electronic Signature Instruction, save in the case of our manifest or clerical error. You further agree that the security procedure applied or to be applied to verify that the Electronic Signature Instruction is commercially reasonable and secure, pursuant to the Electronic Transactions Act (Cap 88).

18.7 You acknowledge and agree that Electronic Records shall be stored for as long as the law and the standards and practices of the banking industry say we must. After this time we may destroy them.

18.8 You shall not hold us liable for acting in good faith or omitting in good faith to act on your instructions given to us in accordance with our prescribed verification procedure prevailing at the time via the Electronic Signature Instruction service or in any Electronic Instruction forwarded to us.



## **19. MISCELLANEOUS**

### **19.1 LAWFUL USE OF CARD**

You shall not use your Card(s) for any unlawful purpose. The purchase of goods and services through the use of your Card(s) that would contravene any law is prohibited.

### **19.2 INFORMATION FROM CARDHOLDER**

The Cardholder shall be responsible for the accuracy and truthfulness of the data provided by him/her to us. The Cardholder must immediately inform us of any change in his/her particulars.

### **19.3 RECOVERY OF COSTS**

Any costs, fees or expenses (including legal costs) that are incurred by us as a result of your breach of the terms and conditions of this Agreement or any Charge or arising out of our enforcement of any of our rights hereunder or under any such Charge shall be recoverable by us from you on a full indemnity basis.

### **19.4 REFERENCES TO SINGAPORE DOLLARS**

Any references to dollars and "S\$" in this Agreement shall mean Singapore dollars. If the billing currency in your Card Account(s) is not the Singapore dollar, we may convert any amounts in such Card Account(s) into Singapore dollars at the exchange rate that we may determine.

### **19.5 INSTRUCTIONS FROM YOU**

Unless otherwise stated by us, all requests or instructions from you must be in writing and signed by you. We may choose to accept any instruction from you made through electronic mail, facsimile transmission and in the case of the telephone, such instruction that we believe is given by you even if you had not actually given such instructions. Any non-written instructions shall be given to us at your risk and we shall not be responsible for any loss or damage that you may suffer.

### **19.6 DELAY OR FAILURE TO EXERCISE RIGHTS**

Any delay or failure by us to exercise our rights and/or remedies under this Agreement or under any Charge does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

### **19.7 ADDITIONAL BENEFITS, SERVICES OR PROGRAMMES**

We may provide at our sole discretion, additional services, benefits or programmes in connection with the use of your Card(s). Such additional services where provided, do not form part of our legal relationship with you and we may withdraw or change these services at any time without notice to you. Those additional services, benefits or programmes may be subject to their own terms and conditions. We may also, where points have been awarded to or earned by you or other benefits extended to you as part of any rewards or redemption programme, forfeit or cancel such points or benefits if you default in any of your payment obligations or if your account is not conducted satisfactorily.

### **19.8 ADDITIONAL TERMS**

In addition to this Agreement, our Terms and Conditions Governing Electronic Services and our other terms and conditions (including any additions and/or variations to any of such terms and conditions) intended or expressed to govern the use of your Card or any of the Card Transactions or products or services or facilities accessed through or linked to your Card or Card Account or any of the Card Transactions shall also apply to the use of your Card, your Card Account and the Card Transactions notwithstanding any provisions to the contrary in such terms and conditions. You are deemed to have read and/or understood such terms and conditions and will abide and be bound by them accordingly.

### **19.9 COMPLIANCE WITH TAX REQUIREMENTS**

You agree to be bound by the terms relating to tax requirements ("Tax Terms") which forms part of the Agreement and which may be amended, supplemented and/or substituted by us from time to time. The Tax Terms are available at [www.dbs.com.sg/tax-requirements](http://www.dbs.com.sg/tax-requirements).

### **19.10 GOVERNING LAW**



This Agreement is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

**19.11 OTHER VERSIONS OF THIS AGREEMENT**

In the event of any inconsistency between different versions of this Agreement, the English version shall prevail.

**19.12 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT, CHAPTER 53B**

A person who is not a party to this Agreement may not enforce any of the terms and conditions of this Agreement under the Contracts (Rights of Third Parties) Act, Chapter 53B. Notwithstanding any term of this Agreement, the consent of any third party is not required to vary, release or compromise any liability, or terminate any of the terms of this Agreement.