

## **DBS DEBIT CARD AGREEMENT**

This Agreement contains the terms and conditions applicable to your Card and your Card Account. Please read them carefully. A reference to the words “use”, “using” or “use of” any Card shall mean use of the physical Card or any detail or particular of the Card including but not limited to the Card Account number and expiry date of the Card or use via such other permitted means or channels as we may designate or allow from time to time.

A reference to the words “you”, “your” and “Cardholder” mean the person named on the Card and the words “we”, “our” and “us” refer to DBS Bank Ltd and its successors and assigns. If you have a DBS/POSB bank account (savings, current or otherwise), you may request us to issue the Card to you. Your DBS/POSB bank account shall be designated by us to work with your Card and shall be called the Card Account. Words importing the singular include the plural and vice versa. Words importing the masculine gender include the feminine or neuter gender and vice versa. References to persons are to be construed as references to an individual, company or trust as the context requires. Clause and other similar headings are for ease of reference and shall not affect the interpretation of any provision herein.

### **1. USE OF CARD/PIN**

#### **1.1 RECEIPT OF CARD/PIN**

Once your application for a Card is approved, the Card will be mailed to your address registered in our records. For online card applications, please use the Personal Identification Number (“PIN”) you have keyed in during the application process. If you have applied via other channels, a PIN will be mailed to you in a separate mailer.

We are not liable for any loss or damage which you may suffer if you fail to receive the Card and/or the PIN.

#### **1.2 ELECTRONIC SERVICES**

You may use your Card and/or PIN for effecting authorised transactions, including transactions through the ATM and/or Card-Not-Present transactions (internet purchases, mail/telephone order) and/or for utilising other Electronic Services. No other person is allowed to use the Card and/or PIN to make any transactions. We may determine at our sole discretion the facilities that you may utilise using your PIN. Should we decide to, we may also modify any such facilities.

#### **1.3 POINT OF SALE TRANSACTIONS**

You may effect Point of Sale transactions via signature and/or via PIN at merchants’ Point of Sale terminals.

#### **1.4 SAFEGUARD CARD AND PIN**

You are to take necessary precautions to safeguard your Card and PIN. You will remain liable for all unauthorised transactions on your Card until you notify us of the loss or theft of your Card or disclosure of your PIN. Additionally, as Card transactions may be effected via signature, the safekeeping of your Card is critical to prevent unauthorised Card transactions. No other person, apart from yourself, is allowed to use the Card to enter into any transactions.

## 1.5 VISA CONTACTLESS FACILITY

1.5.1 Your Card may be used to carry out Card transactions at all terminals that accept Visa Cards and at such other readers or systems as we may from time to time approve. The first Card transaction on a Card shall be an EMV Chip signature-based transaction, or such other activation and authentication procedure, as the Bank may in its sole and absolute discretion prescribe from time to time.

1.5.2 Cardholders may use their Cards to effect Card transactions at Visa contactless readers.

1.5.3 A Visa contactless reader is a point-of-sale device at which your Card may be used to execute Card transactions, either by tapping or waving the Card against such reader without requiring any signature, PIN or other authentication on your part.

1.5.4 You may use the Card to effect any number of Card transactions on Visa contactless readers (Visa contactless transactions) so long as the value of each Visa contactless transaction does not exceed S\$100.

1.5.5 Any usage of a card at any Visa contactless readers, if permitted by us, shall be subject to such terms and conditions as we may impose from time to time.

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

## 1.6 MASTERCARD® CONTACTLESS FACILITY

1.6.1 Where any Mastercard that we issue which incorporates the Mastercard contactless feature, the Cardholder acknowledges that such Mastercard contactless Card may be utilised to pay for goods and services for amounts not exceeding S\$100 per transaction, or such other amount which we may specify from time to time by tapping or waving the Mastercard contactless Card at a Mastercard contactless reader/terminal ("Contactless Transactions").

1.6.2 Contactless Transactions may be processed and the Cardholder's Mastercard Account debited with the Contactless Transaction amount without requiring the:

- (a) Mastercard contactless Card to be swiped at a magnetic strip reader;
- (b) Mastercard contactless Card's chip to be read by a chip terminal; or
- (c) Cardholder's signature to authorise the transaction.

By accepting the Mastercard contactless 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 Cardholder undertakes to use the Mastercard contactless Card in accordance with and agrees to be bound by the terms and conditions herein contained.

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

## 1.7 UNIONPAY QUICKPASS FACILITY

1.7.1 Your Card may be used to carry out transactions at all terminals that accept UnionPay Cards and at such other readers or systems with QuickPass reader facility which we may from time to time approve.

1.7.2 Cardholders may execute UnionPay QuickPass transactions by tapping or waving the Card at UnionPay QuickPass readers.

1.7.3 A UnionPay QuickPass reader is a point-of-sale device where your Card may be used to execute Card transactions, either by tapping or waving the Card against such reader without requiring any signature, PIN or other authentication on your part.

1.7.4 Cardholders may use the Card to effect any number of Card transactions on UnionPay QuickPass readers ("UnionPay QuickPass Transactions") as long as each UnionPay QuickPass Transaction does not exceed S\$100 or such other amount which we may specify from time to time.

1.7.5 The usage of a Card at any UnionPay QuickPass reader which is permitted by UnionPay International and its affiliates, shall be subject to such terms and conditions as we may impose from time to time.

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

## 1.8 EZ-LINK FACILITY

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.

### 1.8.1 EZ-RELOAD BY CARD FACILITY

You may enroll for the EZ-Reload by Card (EZ-Reload) facility provided by EZ-Link via [www.ezlink.com.sg](http://www.ezlink.com.sg) wherein all sums shall be 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.

## 1.9 NETS FLASHPAY

The NETS Terms and Conditions Governing the Use of NETS FlashPay is available [here](#).

## **2. SPENDING LIMIT**

### **2.1 SPENDING LIMIT**

We may set a spending limit in Singapore Dollar in relation to your Card Account, which we may vary without notice (“Spending Limit”). The Spending Limit will apply to all Point of Sale (whether effected via signature and/or PIN) and/or Card-Not-Present (including internet purchases and mail/telephone orders) transactions. We may set different spending limits for signature-based Card transactions, PIN-based Card transactions and Card-Not-Present transactions. The Spending Limit set will apply to both your spending in Singapore Dollar and foreign currency if your Card is allowed by us to be tagged to a Multi-Currency Account permitted for use in any and/or all foreign currency funds in the Multi-Currency Account. Where the Spending Limit is to apply to transaction made in both Singapore Dollar and foreign currency, the available Spending Limit shall be at the Singapore Dollar equivalent to that Singapore Dollar and foreign currency at the prevailing exchange rate on the day the spending in foreign currency is made.

### **2.2 ATM LIMIT**

We may set an ATM limit in relation to withdrawal of cash from your Card Account at an ATM, which we may vary without notice (“ATM Limit”). You must not use or attempt to use your Card to effect any withdrawal of cash from the ATM (“Cash Withdrawal”) or any other transactions if the ATM Limit or available balance would be exceeded. The ATM Limit set will apply to Cash Withdrawal in Singapore Dollar and foreign currency if your Card is allowed by us to be tagged to a Multi-Currency Account permitted for use in any and/or all foreign currency funds in the Multi-Currency Account. Where the ATM Limit is to apply to Cash Withdrawal in Singapore Dollar and foreign currency, the available ATM Limit shall be at the Singapore Dollar equivalent to that Singapore Dollar and foreign currency at the prevailing exchange rate on the day the ATM withdrawal in foreign currency is made.

### **2.3 HOLD ON CARD ACCOUNT**

We may set aside or place a hold on your Card Account in respect of any transaction on the day such transaction is presented to us for payment or on the day we receive notice of such transaction. Such an amount set aside or held is only an estimated sum of the actual transaction and may not be identical to the actual transaction. Should we set aside or hold any amount, the available balance in your Card Account shall be reduced by such amounts that we set aside. You may not stop payment on such transaction nor use any sum set aside or held by us. Where applicable, we may set aside or hold such sums for up to 10 days after which we shall debit your Card Account for the full amount of the actual transaction. Where your Card is allowed by us to be tagged to a Multi-Currency Account permitted for use in any and/or all foreign currency funds in the Multi-Currency Account, this amount held may be held in foreign currency or Singapore Dollar, depending on the Card transaction.

### **2.4 CHARGES NOT TO EXCEED SPENDING LIMIT**

You may effect a Card transaction only if there are sufficient funds in your Card Account to cover such transactions and the total charges incurred under your Card Account shall not exceed the Spending Limit. You shall not effect or attempt to effect any Card transaction that would result in your Spending Limit being exceeded. We may also refuse to authorise any transaction that you wish to effect even if such transaction would not cause your Spending Limit to be exceeded. For Card allowed by us to be tagged to a Multi-Currency Account permitted for use in any and/or all foreign currency funds in the Multi-Currency Account, you may effect a Card transaction in a particular foreign currency only if there are sufficient funds in that particular foreign currency wallets in your Multi-Currency Account. Should

that foreign currency wallet be insufficient, we will authorise the transaction in Singapore Dollar, but if there is also insufficient funds in Singapore Dollar in your account to fully pay for the Card transaction, we will decline the Card transaction.

## 2.5 EXCEEDING SPENDING LIMIT

We may in our discretion and without giving prior notice approve, authorise or allow any Card transaction to be effected during any period even though such Card transaction would result in your Card Account being overdrawn and/or Spend Limit being exceeded as a consequence. Our determination on whether your Spending Limit has been exceeded shall be conclusive and binding on you.

## 3. LOSS/THEFT OF CARD/DISCLOSURE OF PIN

### 3.1 DUTY TO PREVENT LOSS/THEFT/FRAUD

Your Card remains our property at all times and must be returned to us on request or on cancellation or termination of the Card and/or this Agreement. You must keep your Card securely and ensure that your Card Account number and PIN are not disclosed to any other person. The Card is to be used solely by you and must not be transferred or pledged as security in any way.

### 3.2 DUTY TO NOTIFY US

You must notify us immediately if (a) the PIN is lost or disclosed to any person or (b) the Card is lost or damaged or used by any other person or (c) any other event occurs which would, under the terms of this Agreement, allow us to suspend or cancel the use of Card or the Electronic Services. You may notify us of the loss/theft or unauthorised use by calling our Customer Service Hotline at 1800-111 1111 or at (65) 6327 2265 or by notifying us in writing. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss/theft/disclosure and any other information that we may require. After receipt of any such notice from you, we may suspend or cancel your use of the Card and/or Electronic Services at any time.

### 3.3 LIABILITY FOR LOST/STOLEN CARDS

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

- (a) you have immediately notified us of the loss, theft or unauthorised disclosure;
- (b) you assist us in the recovery of the unauthorised charges incurred;
- (c) you furnish us with a police report accompanied by written confirmation of the loss, theft or unauthorised disclosure and any other information that we may require; and
- (d) we are satisfied that such loss, theft or unauthorised disclosure is not due to your negligence or default. You shall not be liable for any transactions carried out after we have been notified of the loss, theft or disclosure.

### 3.4 RECOVERY OF LOST/STOLEN CARD

If you recover the lost or stolen Card, you must immediately return the said Card to us cut in half without using it.

### 3.5 REPLACEMENT OF CARD OR PIN

Following the occurrence of any event referred to in Clause 3.2 above, we may at our discretion issue a replacement PIN and/or Card and charge a replacement fee.

## 4. OPERATING YOUR CARD ACCOUNT

### 4.1 LIABILITY FOR TRANSACTIONS

You are liable for all authorised card transactions and cash advances. In addition, you shall be responsible for unauthorised transactions made, up to S\$100, referred to in Clause 3.3 above. We shall send the Principal Cardholder a Card Account statement every month listing the transactions incurred by the Principal Cardholder and the Supplementary Cardholder(s) (where applicable) in respect of each Card Account.

### 4.2 OVERDRAWN ACCOUNTS

We may at our discretion allow your Card Account to be overdrawn. We may charge an overdraft charge based on the amount of the overdrawn balance existing at any time on your Card Account. We may debit the overdraft charge to your Card Account monthly or at such other intervals as we may determine. The overdrawn amount and the overdraft charge shall be payable by you on demand.

### 4.3 CHANGE OF DESIGNATED CARD ACCOUNT

Should we approve any request by you to designate another account in place of your existing Card Account for the purposes of this Agreement, the card account nominated by you shall become the designated Card Account. The change shall take effect from any date that we may determine. Until and unless we have approved the change of your designated Card Account, this Agreement shall continue to apply to any card transactions for which amounts have been set-aside to the previous Card Account.

### 4.4 EARMARKING OF CARD ACCOUNT BALANCES

Even if we have agreed otherwise in any other agreement relating to the Card Account either with you alone or with any other person(s); we shall be entitled to retain the balance on your Card Account for up to ninety (90) days after the date when your Card Account is closed or terminated (whether by you or by us). Our rights under this Agreement shall not cease after the termination of the Card Account; and we have the right to continue debiting your Card Account with overdraft charges (if any) and/or card transactions effected before or after the closure or termination of the Card Account. Your liability (and the liability of all other persons, if any, in whose name the Card Account is maintained) to us under this Agreement for any balance due to us shall continue.

### 4.5 JOINT ACCOUNT

Where the Account is in joint names and may be operated by any Account holder singly, the Bank may, at the request of any holder of the Account, issue the Card to such holder. All the joint Account holders are jointly and severally liable for the use of the Card under this Agreement.

### 4.6 MULTI-CURRENCY ACCOUNT

We may, at our discretion, allow your Card to be tagged to a Multi-Currency Account and used for any and/or all foreign currency funds in the Multi-Currency Account. If your Card is tagged to a Multi-Currency Account permitted for use in any and/or all foreign currency funds in the Multi-Currency Account, and the Multi-Currency Account is closed by you or by us, the Card will also be terminated.

## 5. CHARGES AND FEES

### 5.1 CASH WITHDRAWAL FEE

We may debit your Card Account with a fee for each Cash Withdrawal. We may choose to waive such fee or change it without giving notice.

### 5.2 OTHER CHARGES

In addition to the above, we may also debit your Card Account and/or any Account you maintain with us where applicable for the following charges including but not limited to:

- (a) annual fee, a non-refundable service fee for the maintenance of your Card and or Card Account;
- (b) administrative fee for production of documents, an administrative fee for any replacement card or documents relating to your Card;
- (c) cancellation fee for “no show reservation”, a charge for cancelling or failing to fulfil an airline or hotel reservation secured through your Card;
- (d) service charge/administration fee, any action taken by us in carrying out any of your instructions and/or requests relating to your Card Account, whether such service or action is referred to or contemplated in this Agreement or otherwise;
- (e) charges or fees for the provision and/or use (authorised or unauthorised) of SMS Alerts service, including any liabilities to, and loss suffered by us as a result of the provision and/or use of SMS Alerts service; or
- (f) transaction fees for foreign currency transaction and Cash Withdrawal made from Multi-Currency Account with the Card.

### 5.3 RIGHT TO VARY CHARGES

We may at our discretion vary the rate or amount of any charge, fee or overdraft rate payable under this Agreement. The changes shall take effect on the date specified in the notice. Should you continue to keep or use the Card after the specified date, you shall be considered to have accepted the changes.

### 5.4 GOODS AND SERVICES TAX

You shall be responsible for all goods and services tax and all taxes imposed on or payable in respect of any amount required to be paid under this Agreement. We may debit the amount of such tax to your Card Account or debit the amount from any Account(s) you maintain with us.

### 5.5 CHARGES RESULTING IN OVERDRAWN ACCOUNT

We shall be entitled to debit your Card Account or any other Account(s) you maintain with us in respect of any sum owed by you to us (whether incurred as card transactions, fees, charges or otherwise) even if your Card Account would be overdrawn as a consequence.

### 5.6 REVERSAL OF ENTRIES

If any payment has been made by us as a result of your use or purported use of Electronic Services:

- (a) and the Account was consequently debited, but the debit was reversed in error or the Account was not debited at all; or
- (b) after any payment instruction was given on the Account but before such payment instruction has been honoured, then we shall be entitled to correct the Account by (i) debiting the Account with the amount paid by us; 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.

#### 5.7 TRANSACTION IN FOREIGN CURRENCIES AND TRANSACTIONS PROCESSED OUTSIDE SINGAPORE

Visa/Mastercard transactions in US Dollar shall be converted to Singapore Dollar on the date of conversion. Visa/Mastercard transactions in foreign currency other than US Dollar will be converted into US Dollar before being converted into Singapore Dollar. UnionPay Card transactions in US Dollar, Chinese Yuan (CNY) and Brunei Dollar (BND) shall be converted to Singapore Dollar on the date of conversion. Transactions in foreign currency other than US Dollar will be converted into US Dollar before being converted into Singapore Dollar. All conversions shall be based on the prevailing wholesale interbank rates or the government mandated rate, as shall be determined by the respective card association. 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 retail transactions

All debit card retail transactions in foreign currency are subject to a charge imposed by the respective card associations (Visa/Mastercard/UnionPay), either as a reimbursement charge representing the charge imposed on us or as a direct charge to you. For foreign currency retail transactions converted by Visa/Mastercard associations, a conversion factor of 1% is applied on the converted amount. For foreign currency retail transactions converted by UnionPay, a conversion factor of 0.6% is applied on the converted amount. In addition, 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 from your Card Account. Our prevailing administrative fee is up to 2.65% on the converted Singapore Dollar amount for foreign currency retail transactions involving Visa/Mastercard/UnionPay Debit Cards, or at any other such rate as determined by us and notified to you. Total administrative fee and fees for conversion factor shall not exceed 3.25%.

##### (b) Dynamic currency conversion

If your card transaction is converted to Singapore Dollar via dynamic currency conversion (a service offered at selected merchants or websites), you acknowledge that the process of conversion and the exchange rates applied will be determined by the relevant merchant or dynamic currency conversion service provider, as the case may be. All card transactions which are converted via dynamic currency conversion will be subject to an administrative fee of 2.8% on the converted Singapore Dollar amount, which includes a 1% fee by Visa and Mastercard, which shall be payable by you and debited from your Card account.

##### (c) Singapore Dollar transactions processed outside Singapore

All card transactions processed outside Singapore but charged in Singapore Dollar (i.e. without any currency conversion) will be subject to an administrative fee of 2.8% on the total amount of the transaction, which includes a 1% by Visa and Mastercard, which shall be payable by you and debited from your Card account. This includes but is not limited to any card transaction in Singapore Dollar on overseas-based websites and mobile applications.



(d) Cash Withdrawal at Overseas ATMs

The amount withdrawn at overseas ATMs is 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 overseas Cash Withdrawal transactions converted by Visa/Mastercard associations, a conversion factor of 1% is applied on the converted amount. For overseas Cash Withdrawal transactions converted by UnionPay, a conversion factor of 0.6% is applied on the converted amount. In addition, an administrative fee of up to 2.65%, or at any other such rate as determined by us and notified to you, on the converted Singapore Dollar amount for the services provided or actions taken by us in relation to such overseas Cash Withdrawal shall be payable by you and debited from your Card Account. Total administrative fee and fees for conversion factor shall not exceed 3.25%. There is a service charge of S\$7 per Cash Withdrawal at overseas Plus/Cirrus ATMs. You will enjoy a preferential flat service charge of S\$2 if you use your Cirrus Card at the ATMs of Bank of Central Asia (BCA, Indonesia) and Bank of Philippines Island (Philippines) or Plus/Cirrus Card at the ATMs of HDFC (India). Cash Withdrawal will be free of charge if you use your Plus/Cirrus Card at DBS Hong Kong, DBS Taiwan and Westpac Group ATMs in Australia (Westpac, St. George Bank, Bank of Melbourne and BankSA) or Plus Card at DBS India and DBS Indonesia ATMs. Service charge for DBS UnionPay Platinum Debit Card, DBS Treasures Visa Debit Card, DBS Treasures Private Client Visa Debit Card and DBS Private Bank Visa Debit Card will be waived until further notice.

(e) Where we allow your Card to be tagged to a Multi-Currency Account and used for any and/or all foreign currency funds in the Multi-Currency Account, foreign currency transactions and Cash Withdrawal will be directly authorised from the respective foreign currency wallets within the Multi-Currency Account in the foreign currency directly provided that there are sufficient funds in the relevant foreign currency. Foreign currency Cash Withdrawal at overseas ATMs is subject to a service charge of S\$7 per Cash Withdrawal charged in the equivalent foreign currency. For example, your USD Cash Withdrawal in New York will be charged a service fee of US\$5 or any other such rate as determined by us and notified to you.

## **6. TERMINATION OF USE OF CARD AND CARD ACCOUNT**

### **6.1 OUR RIGHT TO TERMINATE**

We may suspend or terminate your Card Account or your usage of Electronic Services at any time without having to give any reasons or notice. Upon termination, you will not use or attempt to use the PIN and/or Card. Any such use shall be fraudulent. For security reasons, please cut the Card into half and dispose of it immediately. There will be no refund of any fees payable upon the termination of the Card for any reason.

### **6.2 YOUR RIGHT TO TERMINATE**

You may terminate your Card Account or your use of Electronic Services at any time by giving us written notice and returning to us (if applicable) the Card cut in half. Upon termination, you will not use or attempt to use the PIN and/or Card. Any such use shall be fraudulent. If your Card Account is the Multi-Currency Account and tagged to a Card permitted for use in any and/or all foreign currency funds in the Multi-Currency Account, the Card that is tagged to it will be terminated by us when the Multi-Currency Account is terminated. For security reasons, please cut the terminated Card into half and dispose of it immediately.

### 6.3 OBLIGATIONS UPON TERMINATION

Upon the termination of your Card Account for whatever reason, you shall not continue to use your Card. Your obligations under this Agreement will continue and we shall remain entitled to debit your Card Account or any other Account you maintain with us for overdraft charges as well as card transactions that are carried out before or after the termination of your Card Account. Until such transactions and any overdraft charges that may be imposed in the manner stipulated in Clause 4.2 above are paid in full, you (and any other person, if any, in whose name the Card Account is maintained) shall remain liable to us. Although the EZ-Link Facility and the EZ-Reload by Card Facility linked to the EZ-Link Facility may continue to be valid even after termination of the Card Account, you are nevertheless strongly encouraged, upon such termination, to promptly obtain a refund of the stored value in the EZ-Link Facility and thereafter to return the Card to us cut into halves or otherwise to destroy the Card. Any refund of the stored value will be effected in accordance with Clause 14 below. Should you destroy the Card by cutting it into halves or otherwise or if the EZ-Link Facility is found to be invalid prior to effecting refund, you shall not be entitled to any refund of the remaining stored value on the EZ-Link Facility.

### 7. LIABILITY OF CARDHOLDERS

7.1 You shall be liable for, and shall pay, us, on demand, the balance due to us on your Card Account, including all charges debited to your Card Account in accordance with this Agreement or any other agreement between you (whether alone or jointly with any other person or persons) and us.

#### 7.2 LIABILITY IN CONNECTION WITH EZ-LINK FACILITY

7.2.1 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.

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

7.2.1.2 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).

7.2.2 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.

7.2.3 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.

## **8. EXCLUSIONS AND EXCEPTIONS**

### **8.1 NON-ACCEPTANCE OF CARD**

We are not liable in any way:

- (a) should your Card or PIN be rejected by a merchant or any terminal used to process card transactions or if we refuse for any reason to authorise any card transaction;
- (b) for any malfunction, defect or error in any terminal used to process card transactions, or other machines or system of authorisation whether belonging to or operated by us or other persons;
- (c) for any delay or inability on our part to perform any of our obligations under this Agreement or otherwise if such delay or inability arises from a failure of, or any unauthorised and/or unlawful access to, any machine, data processing system, transmission link or arising from any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, civil disturbance, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lockouts, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors or any event outside our control or the control of any of our servants, agents or contractors or any fraud or forgery;
- (d) for any damage to or loss or inability to retrieve any data or information that may be stored in your Card or any microchip or circuit or device in your Card;
- (e) for our compliance with any instruction given or purported to be given by you 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;
- (f) if you are deprived of the use of any Electronic Services as a consequence of any action by us and/or any Participant;
- (g) any Electronic Service not being available due to system maintenance or breakdown/non-availability of any network; or
- (h) for any equipment or software providers, any service provider, any network providers (including but not limited to telecommunications providers, Internet browser providers and Internet access providers), any Participant, or any agent or subcontractor of any of the foregoing. In any event, we are not liable for anything done or omitted to be done except in the case of our gross negligence or wilful default.

### **8.2 PROBLEMS WITH GOODS AND SERVICES**

We are not liable in any way should you encounter any problems with the goods and services that you obtain through the use of your Card or Electronic Services nor are we responsible for any benefits, discounts or programmes of any merchant that we make available to you. Notwithstanding the non-delivery or non-performance or defects in any such goods and services, we shall be entitled to debit your Card Account or any other Account(s) you maintain with us the full amount pursuant to that Card Transaction. You will settle any dispute directly with the provider of the goods and services.

### **8.3 NO LIABILITY FOR CONSEQUENTIAL LOSS**

Neither we nor any Participant shall be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from the provision and/or use of Electronic Services or your usage of the Card.

#### 8.4 NO LIABILITY FOR CARD-NOT-PRESENT TRANSACTIONS

We may, in our discretion and without giving prior notice approve or authorise such Card-Not-Present transactions in which event you shall be liable for all Card-Not-Present transactions effected through the use of your Card for any reason. We will not be liable to you in any way for any authorisation done in connection with Card-Not-Present transactions.

#### 9. CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES

Any of our records relating to card transactions with your signature or authorised by your PIN are conclusive evidence of their accuracy and authenticity and shall be binding on you for all purposes. You shall also notify us if you discover any errors or inaccuracies in any Card Account statement. If you fail to inform us of any error or inaccuracy in the Card Account statement within seven (7) days from your receiving it, the contents of the Card Account statement shall be conclusive and binding on you.

#### 10. AMENDMENTS

##### 10.1 CHANGES TO AGREEMENT

We may change the contents of this Agreement and/or create new terms and conditions at any time by notifying you of the changes. The changes shall take effect on the date specified in the notice. Should you continue to keep or use the Card and/ or the Electronic Services after the specified date, you shall be considered to have accepted the changes.

##### 10.2 PUBLICATION OF CHANGES

We may notify you of any changes to this Agreement by publishing such changes in any local newspapers or by displaying them at our branches. We may however choose to inform you by other means of communication.

#### 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:

- (a) 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 you, 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;
- (b) banks, credit or charge card companies or merchants in credit or charge card enquiries;
- (c) outsourced agents appointed by us 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 your name and/or other particulars appear, or any data or records or any documents whatsoever;
- (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;
- (e) any person or organisation for the purpose of marketing or promoting any services or products whether our own or tied up by us;
- (f) any party involved in facilitating, processing or providing any services or facilities in connection with your Card, Card Account, and/or any Card Transaction;
- (g) any of our 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 you and for cross-selling purposes. "DBS Group" means any of our subsidiaries, our holding company and any subsidiaries of our holding company;

- (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;
- (i) any person or organisation for the purpose of collecting or recovering on our behalf, or securing for your benefit or repaying on your behalf, any sums of money owing to us from you;
- (j) any Participant or third party which has a legitimate business purpose for obtaining such information, including offering you products or services in connection with or to facilitate the use of Electronic Services;
- (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;
- (l) any person or organisation where such disclosure is necessary to complete any Transaction;
- (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) to 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.

## 11.2 EZ-LINK FACILITY

You authorise us, and consent to:

11.2.1 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, the EZ-Reload by Card Facility and other services relating to this Card and your use of the Card; and

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

## 11.3 ADDITIONAL RIGHTS

Our rights under this Clause shall be in addition and without prejudice to other rights of disclosures available pursuant to the 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.

## 11.4 ACKNOWLEDGEMENT

You acknowledge that 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.

## 11.5 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 or as a result of any disclosure of any Information which you have consented to us and/or any of our officials disclosing.

## 11.6 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.

## 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.

11.7.7 "DBS Group" means DBS Bank Ltd, its subsidiaries, affiliates, branches and related companies.

## 12. SET OFF AND CONSOLIDATION

### 12.1 EXTENT OF OUR RIGHTS

We shall be entitled at any time and without notice to you combine or consolidate the moneys in any of your accounts maintained with us (whether matured or not) and/or set off or transfer any sums that your account(s) is in credit of, towards the repayment of sums owed by you to us on regardless

of whether we have terminated the use of your Card or Card Account or your use of Electronic Services and/or whether the balance owed to us has become due or payable.

## 12.2 SET OFF AND CONSOLIDATION INVOLVING FOREIGN CURRENCIES

Where any set off or consolidation undertaken by us involves the conversion of one currency to another, we shall make the necessary conversion at our prevailing currency exchange. Any losses that may arise from such conversion shall not be recoverable from us.

## 13. COMMUNICATION AND SERVICE OF DOCUMENTS

### 13.1 COMMUNICATION

We may send any Card notices, Card Account statements or any other communication to you by facsimile transmission, short message system (SMS), electronic mail, ordinary prepaid post or personal delivery to your last known address. Communication and notices sent by facsimile shall be considered to have been sent and received by you on the same day. Communication and notices sent by pre-paid mail shall be considered to have been delivered on the day immediately after the date of posting if sent by post in Singapore and considered delivered five (5) days after the date of posting if sent outside of Singapore.

### 13.2 SERVICE OF DOCUMENTS

We may serve you with a writ of summons, statement of claim or any other legal process or document requiring personal service by delivering it personally, sending it by ordinary post or by leaving it at your last known address (whether a post office address or private residence or business residence or otherwise). You will be considered to have been properly served on the date of delivery if we deliver process personally to you or served on the next date after the date of posting if process is posted to you. In addition to these two (2) methods of service, we may serve you in any other method permitted by law.

## 14. THE EZ-LINK FACILITY

### 14.1 HOLDER AND OPERATOR OF THE EZ-LINK FACILITY

14.1.1 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 EZ-Link Facility and the EZ-Reload by Card Facility) 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.

14.1.2 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.

14.1.3 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 activated for EZ-Reload by Card Facility at the time of any claim that may be made by you.

#### 14.2 VALIDITY OF THE EZ-LINK FACILITY

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

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

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

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

14.2.1.4 we terminate the Card Account.

14.2.2 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.

#### 14.3 EZ-RELOAD BY CARD FACILITY

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

14.3.1.1 an authorisation may be provided by us to EZ-Link for the Revaluation Amount when the stored value on the EZ-Link Facility reaches zero;

14.3.1.2 we will be entitled to obtain information from, or share information with, EZ-Link in respect of the successful reloading 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 the EZ-Reload by Card Facility.

14.3.1.3 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 the EZ-Reload by Card Facility.

14.3.2 Notwithstanding anything to the contrary herein contained, you agree that a minimum period of 1 day must lapse between each reload under the EZ-Reload by Card Facility. 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.

14.3.3 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 the EZ-Reload by Card Facility 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 the EZ-Reload by Card Facility; 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.



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

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

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

14.3.4.3 terminate the EZ-Reload by Card Facility;

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

14.3.4.5 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 by Card Facility issued or held in respect of your Card Account or you.

#### 14.4 PAYMENT FOR QUALIFIED GOODS AND/OR SERVICES

14.4.1 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 Waited 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:

14.4.1.1 the EZ-Link Facility has expired; or

14.4.1.2 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

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

14.4.1.4 the EZ-Link system is unable to process the payment for any reason whatsoever or if a force major 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

14.4.1.5 the EZ-Link Facility has been blacklisted.

14.4.2 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.

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

#### 14.5 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.

#### 14.6 REFUNDS

14.6.1 If the EZ-Reload by Card 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.

14.6.2 If the EZ-Reload by Card 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.

14.6.3 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.

14.6.4 Other than as provided in Clause 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.

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

14.6.5.1 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

14.6.5.2 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

14.6.5.3 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

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

14.6.6 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.

14.6.7 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.

14.6.8 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.

#### 14.7 FAULT OR CORRUPTION IN THE EZ-LINK FACILITY

14.7.1 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 14.6 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:

14.7.1.1 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

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

14.7.2 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.

14.8 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.

#### 15. SMS ALERTS SERVICE

15.1 You will automatically be enrolled in the SMS Alerts (“Alert”) service subject to your Card being, in DBS’ opinion, in good standing. Alert notifications will be sent via Short Message Service (“SMS”) to you at our discretion based on criteria pre-determined by us at our discretion for local and overseas transactions and suspicious or irregular transactions. You may request to vary the pre-determined criteria, subject to our approval.

15.2 We may charge a fee for the provision of the service by giving you one (1) month’s prior notice.

15.3 The service is subject to the terms of your agreement with your mobile phone service provider. You shall ensure that your mobile phone and number is able to receive text messaging both in Singapore and overseas, and you shall be responsible for any fee imposed by your respective mobile phone service provider.

15.4 Each Alert is not encrypted and may include details pertaining to your transaction(s). You are responsible for the security of your mobile phone. We shall not be liable in any way to any party should any Alert be viewed or accessed by persons other than the respective Cardholder.

15.5 We shall not be liable for any or all losses, damage, expenses, fees, costs (including legal costs on a full indemnity basis) that may arise, directly or indirectly, in whole or in part, from (a) the non-

delivery, the delayed delivery, or the misdirected delivery of an Alert; (b) the non-receipt of an Alert; (c) inaccurate or incomplete content in an Alert; (d) reliance on or use of the information provided in an Alert for any purpose; or (e) any third party, whether authorised or not, obtaining your Card account information contained in the Alert by accessing your mobile phone.

15.6 An Alert does not constitute a record of the Card Account or Card transaction to which it pertains. We do 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 you from the responsibility of safeguarding the physical security and authorised use of your 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 Account.

15.7 We may cease to provide the Alert service: (a) if these Terms and Conditions are not complied with; (b) if the Card Account is terminated for whatever reason; (c) upon the death or contractual incapacity of the Cardholder; (d) upon written request of the Cardholder; (e) in the event of improper operation of the Card Account by the Cardholder; or (f) at our discretion.

## **16. MISCELLANEOUS**

### **16.1 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 arising out of our enforcement of any of our rights shall be recoverable by us from you on a full indemnity basis.

### **16.2 TRANSACTIONS INVOLVING FOREIGN CURRENCY**

If the currency of any card transaction is different from that which your Card Account is maintained, we shall be entitled to convert such transaction into the currency of your Card Account or any other currency at such rate(s) of exchange as we may determine; and debit your Card Account with the amount of the card transaction. We may charge, credit and debit, as applicable, all sums payable to us under this Agreement to your Card Account and for this purpose convert credits and charges incurred into the currency of your Card Account at such rate (s) of exchange as we may determine.

### **16.3 INSTRUCTIONS FROM YOU**

Any request or instruction to us shall be in writing and shall be signed by you provided nevertheless that we may but shall not be obliged to accept and act on any instruction or request whether given by mail, electronic mail, facsimile transmission or through the telephone, which is believed by our officer or employee attending to such instruction or request to have been given or made or authorised by you notwithstanding that such instruction or request may not have been given or made or authorised by you, or where such instruction or request is given through the telephone that such instruction may not be confirmed in writing by you, and regardless of any fraud that may exist in relation to such instruction or request. We shall not be liable for any loss or damage suffered as a consequence of our acting on or acceding to any such instruction or request, and you will indemnify us against any and all losses, claims, proceedings, damages, expenses and costs (including legal costs on a full indemnity basis) howsoever incurred or sustained by us arising out of or in connection with any instruction or request from or purportedly from you.

### **16.4 ELECTRONIC SIGNATURE INSTRUCTION SERVICE**

16.4.1 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.

16.4.2 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/taxrequirements](http://www.dbs.com.sg/taxrequirements).

#### 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.

### **17. INDEMNITY**

You will indemnify us against any liability, loss, damage, including solicitor and client costs and expenses (legal or otherwise) which we may sustain or incur, directly or indirectly, by reason of our having made available the Card or the Electronic Services or having entered into this Agreement with you or enforcement of our rights under this Agreement or in acting upon any instructions which you may give in relation to the Card or the Electronic Services or any negligence, fraud and/or misconduct on your part or on the part of any agents or representatives of yours or your breach of this Agreement.

### **18. TERMS AND CONDITIONS**

In addition to this Agreement, the use of the Card is also subject to our prevailing Terms and Conditions Governing Accounts and Conditions Governing Electronic Services (collectively the "Additional Terms"). If there is any conflict or inconsistency between this Agreement and the Additional Terms, this Agreement shall prevail. This Agreement does not apply to the credit or other facilities made or to be made available through any credit or charge cards which are governed by the terms and conditions of the respective agreements relating to credit or charge cards.

## **19. SEVERABILITY**

If any term of this Agreement is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from this Agreement and rendered ineffective where possible without modifying the other terms of this Agreement.

## **20. NO WAIVER**

No failure to exercise, nor any delay in exercising, on our part any right or remedy under this Agreement will operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. Our rights and remedies in this Agreement are cumulative and not exclusive of any other rights or remedies provided by law.

## **21. DEFINITIONS**

In this Agreement:-

- (a) "ATM" means an automated teller machine or card operated machine or device whether belonging to us or to Mastercard Global ATM Network or Cirrus ATM Network or any other similar international network in which we may participate;
- (b) "ATM Limit" means the maximum permissible limit prescribed by us for all Cash Withdrawals and/or any other Transaction which you may effect through an ATM in any one day;
- (c) "Card Transaction" means any payment made or any amount charged for any goods, services and/or other benefits by, through or from the use of the Card in signature or the PIN or in any other manner, regardless whether a sales draft or other voucher or form is signed by you and whether authorisation has been sought by us;
- (d) "Card-Not-Present Transaction" means a Transaction 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;
- (e) "Electronic Services" means any banking and other services or facilities which we and/or any Participant may make available to you from time to time and offered via electronic means, including any card, electronic computerized 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;
- (f) "Merchant" means any person, firm or corporation which enters into an agreement with the bank, or any member or licensee of Mastercard International, Visa International, or any other electronic service provider relating to the use and/or acceptance of a Card in payment to such person whether for goods, services or charges provided or incurred;
- (g) Point of Sale transactions – means transactions initiated at Merchants' point of sale terminals; (h) Spending Limit – means the maximum permissible limit prescribed by us in respect of total Card transactions effected in a day (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).