

## DBS TERMS AND CONDITIONS FOR DIGITAL WALLET (“TERMS OF USE”)

The following terms and conditions apply when you add your DBS/POSB credit or debit card (“**Card**”) to a Digital Wallet (“**Digital Wallet**”). A Digital Wallet refers to any service which allows the use of your Card in an electronic format for use with a Digital Wallet without presenting the physical Card (“**Mobile Card**”). **These terms also incorporate our Terms and Conditions Governing Electronic Services.**

If you create, activate or use your Card within a Digital Wallet, you agree to be bound by these Terms of Use. **Please read them carefully.**

In these Terms of Use, “**you**” and “**your**” refer to the cardholder of the Card. “**We**”, “**us**”, “**our**”, and “**DBS**” refer to the issuer of your Card, DBS Bank Ltd., whether under brand names “**DBS**” or “**POSB**”. “**Use**”, “**using**” and “**use of**” refer the use of the Mobile Card with a Digital Wallet.

### 1. ELIGIBILITY FOR AND SETTING UP A MOBILE CARD

- 1.1 Only Cards which we deem in our sole discretion as eligible may be enrolled as Mobile Cards to a Digital Wallet.
- 1.2 You may enrol a Card to be a Mobile Card for a Digital Wallet by following the instructions of the Digital Wallet provider. You acknowledge that the Digital Wallet provider has the right to decline the enrolment of a Card or to suspend or delete or reactivate a Mobile Card enrolled with the Digital Wallet. We shall not be liable if you are unable to enrol a Card on a Digital Wallet for any reason.
- 1.3 If your Card or underlying Card account is not in good standing, that Card may not be eligible to enrol or to be used as a Mobile Card in a Digital Wallet.
- 1.4 For purposes of your enrolling a Card to be a Mobile Card for a Digital Wallet, we may send you a “One Time Passcode” (“**OTP**”) at the time your Card is being enrolled as a Mobile Card. You acknowledge that this OTP shall be sent to your mobile number registered with us.

### 2. USE OF MOBILE CARD AND APPLICABILITY OF CARD AGREEMENTS

- 2.1 You may use your Mobile Card to enter into authorised transactions where a Digital Wallet is accepted by tapping or waving the Mobile Card at a merchant’s:
  - (a) contactless-enabled point of sale terminal or reader (“**Contactless Payment Reader**”); or
  - (b) magnetic stripe point of sale terminal (“**Magnetic Stripe Reader**”).
- 2.2 Each transaction made using the Contactless Payment Reader is referred to in these terms as a “Contactless Transaction” (collectively, “**Contactless Transactions**”) and each transaction made using a Magnetic Stripe Reader is referred to in these terms as a “Magnetic Secure Transmission Transaction” or “**MST Transaction**” (collectively, “**MST Transactions**”).
- 2.3 Transactions made with your Mobile Card will be charged to the Card which was used to enrol that Mobile Card. **The terms and conditions in your applicable card agreement do not change and remain applicable to your Mobile Card (including interest, fees and charges) when you enrol your Card as a Mobile Card in a Digital Wallet.** Use of your Card as a Mobile Card is governed by the DBS Card Agreement for credit cards

and DBS Debit Card Agreement for debit cards. All references to “Card” in the applicable card agreements include a Mobile Card and all references to “Card Transactions” in the applicable card agreements include transactions made with the Mobile Card.

- 2.4 You acknowledge that your Mobile Card may be used to carry out transactions, by tapping or waving the Mobile Card at a Contactless Payment Reader or a Magnetic Stripe Reader, for amounts not exceeding (a) S\$100 per transaction for Contactless Transactions, or such other amount which we may specify from time to time; and (b) such limit which we may specify from time to time for MST Transactions.
- 2.5 By enrolling a Card as a Mobile Card to a Digital Wallet, authenticating and (i) placing your mobile device near a merchant’s Contactless Payment Reader or Magnetic Stripe reader, or (ii) using such Mobile Card for in-app purchase and/or digital commerce payments, you are authorising payment for the merchant’s products or services with that Mobile Card with the Digital Wallet. To complete transactions using a Digital Wallet, you may be required to verify your identity as the cardholder via a method as may be determined by the card network.
- 2.6 Without prejudice to the foregoing, you acknowledge the ease of which unauthorised Contactless Transactions and MST Transactions may be carried out and accept the risk of unauthorised Contactless Transactions and MST Transactions. You undertake to be liable for all Contactless Transactions and MST Transactions incurred using the Mobile Card regardless of whether or not:
  - (a) the Contactless Transactions or MST Transactions were properly authorised by you;
  - (b) the merchants require your signature for the Contactless Transactions or MST Transactions; or
  - (c) your cardholder identity was verified via a method as determined by the card network.

### 3 DIGITAL WALLET

- 3.1 Your use of a Digital Wallet may be governed by or subject to acceptance of additional terms of use or service by the Digital Wallet provider or your mobile carrier, and they may contemplate fees, limitations and restrictions which might affect use of your Digital Wallet and/or Mobile Card. You are responsible for all amounts charged by the Digital Wallet provider and your mobile carrier and you agree to be solely responsible for all such fees and to comply with such limitations and restrictions.
- 3.2 When you enrol your Card for use with a Digital Wallet, to facilitate your participation in the Digital Wallet, you acknowledge that certain account information related to the Card may be transmitted to and stored within your mobile device, SIM card, with the Digital Wallet provider and/or on the system of a third party working with the Digital Wallet provider for purposes of the Digital Wallet (“**Stored Information**”), and the Stored Information may be used by the Digital Wallet provider and/or the third party working with the Digital Wallet provider. DBS shall not be responsible or liable to you or any third party for the use or misuse of any Stored Information by the Digital Wallet provider and/or any third party.
- 3.3 You are solely responsible for maintaining the confidentiality of your Digital Wallet login information, including your user name and/or password associated with your mobile device or Digital Wallet, and the security of your mobile device. No other person should be allowed to use your Mobile Card to make any transactions.

- 3.4 You are responsible for deleting your Mobile Card and Digital Wallet login information from your mobile device if they are not in use and/or you will no longer be the owner of your mobile device.
- 3.5 You are prohibited from using your Digital Wallet on any mobile device that you know or have reason to believe has had its security or integrity compromised (e.g. where the device has been “rooted” or had its security mechanisms bypassed). You will be solely liable for any losses, damages and expenses incurred as a result of your use of any Digital Wallet on a compromised mobile device.
- 3.6 Payment networks and participating merchants may, in their discretion, establish a maximum dollar limit for a single transaction that may be completed using your Mobile Card in a Digital Wallet.

#### **4 SUSPENSION; CANCELLATION**

- 4.1 We may at any time and for any reason, block, suspend, terminate, or discontinue support and/or use of a Card, Mobile Card, all Cards or all Mobile Cards in a Digital Wallet.
- 4.2 Except as otherwise required by applicable law, we may block, restrict suspend, disqualify or terminate your use of your Mobile Card with a Digital Wallet at any time without notice and for any reason, including if you violate these Terms or Use or any of your applicable card agreement, if we suspect fraudulent activity or as a result of the cancellation or suspension of your Card account. You agree that we will not be liable to you or any third party for any block, restriction, suspension, disqualification or termination of your use of any Card or Mobile Card.

#### **5 DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

- 5.1 Your Digital Wallet is provided by your Digital Wallet provider and DBS is not responsible for its use or function. You acknowledge and agree that DBS makes no representations, warranties or conditions relating to a Digital Wallet of any kind, and in particular, DBS does not warrant or guarantee:
  - 5.1.1 the operability or functionality of your Digital Wallet or that your Digital Wallet will be available to complete a transaction;
  - 5.1.2 that any particular merchant will accept your Mobile Card;
  - 5.1.3 that your Digital Wallet will meet your requirements or that the operation of your Digital Wallet will be uninterrupted or error-free; and
  - 5.1.4 the availability or operability of the wireless networks of any mobile device.
- 5.2 You acknowledge and agree that access, use and maintenance of a Mobile Card with a Digital Wallet depends on the Digital Wallet provider and the networks of wireless / mobile carriers and other third party services, applications or websites. DBS does not operate the Digital Wallets or such networks and does not control their operations. We will not be liable to you for any circumstances which interrupt, prevent or otherwise affect the functioning of any Mobile Card with a Digital Wallet, such as unavailability of the Digital Wallet or your wireless service, communications, network delays, limitations on wireless coverage, system outages or interruption of a wireless connection. DBS disclaims any responsibility for the Digital Wallet provider or any wireless service used to access, use or maintain a Mobile Card with a Digital Wallet.

- 5.3 We shall not be liable whatsoever in relation to a Digital Wallet and/or Mobile Card, including without limitation, the performance or non-performance of your Digital Wallet and/or Mobile Card, or any loss, injury or inconvenience which you may suffer.
- 5.4 We are not responsible for, and do not provide, any support or assistance for the Digital Wallet, any third party hardware, software or other products or services (including any technology-related questions you may have in connection with the Digital Wallet or your mobile device). You should contact the Digital Wallet provider for all technical assistance on the Digital Wallet (including but not limited to the types of mobile devices which support that Digital Wallet).
- 5.5 When using a Mobile Card with a Digital Wallet to purchase any good and/or service from a merchant, you acknowledge that, due to merchant's system constraint or for any other reason, the merchant may be unable to accord you, in full or in part, rewards and/or benefits (whether pursuant to rewards and/or benefits programme managed by us or the merchant) which a user of the corresponding physical Card may enjoy. Accordingly and notwithstanding any term to the contrary in the terms governing the relevant rewards and/or benefits programme, you agree that we are not liable to you for your non-receipt of any such reward and/or benefit.

## **6. DUTY TO NOTIFY**

Should you lose the mobile device which has a Digital Wallet containing your Mobile Card, discover that your Mobile Card had been used without your authorisation, or believe that your mobile device or Digital Wallet login information or other means to access your Digital Wallet have been compromised, you must notify us and request that we deactivate your Card by calling our Customer Service Hotline at 1800 111 1111 or by notifying us in writing. We may also require you to make a police report accompanied by written confirmation of the loss or disclosure and any other information that we may require. Until you do so, you shall remain liable for all transactions carried out using your Mobile Card.

## **7. DISCLOSURE OF INFORMATION AND PRIVACY POLICY**

- 7.1 In order to set up your Mobile Card in a Digital Wallet, you agree that we may disclose particulars of your Mobile Card and/or the underlying Card account (including personal data) with the Digital Wallet provider and/or any other relevant party whom we deem it reasonable to make such disclosure to fulfil your request. You further agree that we may disclose any particulars of your Mobile Card and/or your Digital Wallet and/or your use thereof (including personal data) to parties whom we may disclose particulars of your Card and/or Card account under the applicable card agreements.
- 7.2 We shall not be responsible for the privacy and security of any information which you may provide to and/or is held by the Digital Wallet provider. That would be governed by the privacy policy of the Digital Wallet provider.
- 7.3 You acknowledge and agree that transactions made with your Mobile Card may be processed and transferred to countries outside the country in which personal data is collected by a card network. By enrolling your Mobile Card in a Digital Wallet and performing any transaction with the Mobile Card with the Digital Wallet, you consent to us disclosing any personal data (including data pertaining to your Mobile Card, Card and/or underlying Card Account) to the card network (whether within or outside of Singapore) and for the card

network's collection, use and/or disclosure thereof for processing your transaction and/or for purposes in relation to your Card / Mobile Card.

- 7.4 You further acknowledge and agree that for purposes of your enrolment of a Card as a Mobile Card with a Digital Wallet and/or use of the Mobile Card with the Digital Wallet, the Digital Wallet provider and/or the third party working with the Digital Wallet provider for purposes of the Digital Wallet may use and/or disclose Stored Information and/or any information on your Mobile Card, Card and/or underlying Card account which we may provide them.
- 7.5 Our rights under this Clause 7 shall be in addition and without prejudice to other rights of disclosures available pursuant to Banking Act, Chapter 19 of Singapore (as may be amended and substituted from time to time) or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.
- 7.6 DBS Privacy Policy
- 7.6.1 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 these Terms of Use 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.
- 7.6.2 You hereby consent to our collection, use, disclosure and processing of your personal data in accordance with the DBS Privacy Policy and these Terms of Use.
- 7.6.3 In the event of conflict or inconsistency between these Terms of Use and the DBS Privacy Policy, these Terms of Use shall prevail.
- 7.6.4 Any consent / agreement you give pursuant to these Terms of Use in relation to personal data shall survive your death, incapacity, bankruptcy or insolvency, as the case may be, and the termination of these Terms of Use.
- 7.6.5 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.
- 7.6.6 "DBS Group" means DBS Bank Ltd, its subsidiaries, affiliates, branches and related companies.

## 8. 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.

## 9. COMMUNICATION

We may send any notices or any other communication in relation to your Mobile Card and/or Digital Wallet to you through any mode or medium as selected by us, including but not limited to in-app push notifications, facsimile transmission, short message service, electronic mail, ordinary pre-paid post or personal delivery to your last known address. You are considered to have received all communication and notices sent by electronic media such as in-app push notifications, short message service or electronic mail, once such communication and notices have been sent to you. 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.

## 10. CHANGES TO TERMS OF USE

We may amend these Terms of Use at any time by posting the updated Terms of Use on our website, or by notifying you through any other means as we may determine. By retaining your Mobile Card in a Digital Wallet and/or use of your Mobile Card after our posting and/or notifying you of the updated Terms of Use, you shall be deemed to have accepted the updated Terms of Use.

## 11. DELAY OR FAILURE TO EXERCISE RIGHTS

Any delay or failure by us to exercise our rights and/or remedies under these Terms of Use 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.

## 12. GOVERNING LAW

These Terms of Use is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

## 13. OTHER VERSIONS OF THESE TERMS OF USE

In the event of any inconsistency between different versions of these Terms of Use, the English version shall prevail.

## 14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT, CHAPTER 53B

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