

DBS One.Tap Card Agreement

This Agreement contains the terms and conditions applicable to your Card(s) and your Card Account(s). Please read them carefully. A reference to the word "Card" shall mean the DBS One.Tap Card, the details for which are stored in a near field communication ("NFC")-enabled subscriber identity module ("SIM") card (a "NFC SIM Card"). A reference to the words "Card Account" shall mean an account with us for use of a Card. A reference to the words "use", "using" or "use of" any Card shall mean use of the 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 (including the use of a Card to make payment for goods and/or services (each a "Card Transaction") by tapping or waving the Card at a reader, terminal or system capable of reading the Card and as we may designate or allow from time to time for the purposes of reading the Card, including any MasterCard PayPass reader (a "Contactless Payment Reader")).

A reference to the words "you", "your" and "Cardholder" mean the person to whom the Card has been issued and the words "we", "our" and "us" refer to DBS Bank Ltd and its successors and assigns.

1. USE OF CARD

1.1 CARD DOWNLOAD AND PIN/ACTIVATION

Once your application for a Card is approved, you will be required to download and install a mobile phone application designated or approved by us for use of a Card (the "Mobile Wallet App"), use the Mobile Wallet App to download and install your Card details onto your NFC SIM Card, and activate the use of your Card through DBS Internet banking service and/or such other channel(s) as may be specified by the activation instructions that we provide to you and in accordance with those instructions. You will also be issued with (or in some cases, be asked to select) a Personal Identification Number (PIN) by the provider of the Mobile Wallet App or such person as may be appointed by the provider of the Mobile Wallet App as the administrator of the Mobile Wallet App (the "Mobile Wallet App Administrator") to enable you to carry out Card Transactions. Please note that the PIN is issued and administered by the Mobile Wallet App Administrator, who may require you to comply with additional instructions and conditions. Please refer to the user guide which we may provide to you for further details in relation to the opening, activation and use of a Card.

1.2 CARD FACILITIES

You may use your Card for making authorised purchases. No other person is allowed to use your Card and/or PIN to make any transactions. We may determine at our sole discretion the facilities that you may utilise using your Card. Should we decide to, we may also modify any such facilities.

1.3 CONTACTLESS PAYMENT FACILITY

1.3.1 The Cardholder acknowledges that any Card may be utilised to carry out Card Transactions for amounts not exceeding S\$100 per transaction or S\$500 per day, or such other amount which we may specify from time to time by tapping or waving the Card at a Contactless Payment Reader ("Contactless Transactions").

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

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

By accepting the Card and using it in any manner whatsoever the Cardholder undertakes to use the Card in accordance with and agrees to be bound by the terms and conditions herein contained.

1.3.3 Without prejudice to the foregoing, the Cardholder undertakes to be liable for all Contactless Transactions incurred using the Card and posted to the Cardholder's Card 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.

2. CREDIT LIMIT

2.1 CHARGES NOT TO EXCEED OVERALL CREDIT LIMIT

We may set an overall credit limit in respect of all credit cards and credit card accounts that you may have with us (including your Card(s) and Card Account(s)) ("Overall Credit Limit"). The total charges which you may incur under your Card will be subject to and must not exceed (when aggregated together with the charges which you have incurred under all other credit cards and credit card accounts that you may have with us), unless we otherwise approve, your available credit under the Overall Credit Limit. We may, where necessary, review any of your credit limits without notice.

2.2 WHERE CHARGES EXCEED CREDIT LIMIT

We may choose to approve certain Card Transactions that would result in the Overall Credit Limit being exceeded. On any occasion where the Overall Credit Limit has been exceeded, you shall immediately pay us the amount in excess of your Overall Credit Limit. We may also refuse to authorise any Card Transaction that you wish to effect even though such Card Transaction would not cause the Overall Credit Limit to be exceeded.

3. LOSS/THEFT OF CARD/DISCLOSURE OF PIN

3.1 PIN MANAGEMENT

Your PIN is issued, administered and managed by the Mobile Wallet App Administrator. We are not responsible for any matter relating to the PIN (or carrying out any services relating to the PIN) and shall not in any way be responsible for any loss you incur in connection with the PIN. If you forget your PIN, it stops working or you would otherwise require a new PIN, you should contact the Mobile Wallet App Administrator to request for a new PIN.

3.2 DUTY TO PREVENT LOSS/THEFT

You must keep your Card(s) and NFC SIM Card securely and ensure that your Card Account details and PIN are not disclosed to any other person.

3.3 DUTY TO NOTIFY US

Should you discover that your PIN is stolen, disclosed or used without your authorisation, you may notify us of the loss, theft, disclosure or unauthorised use and request that we deactivate your Card by calling our Customer Service Hotline at 1800 111 1111 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. Until you do so, you shall remain liable for all Card Transactions carried out using your Card. Should you discover that your NFC SIM Card is lost, stolen or used without your authorisation or your Card is used without your authorisation, you shall notify us immediately of the loss, theft or unauthorised use by calling our Customer Service Hotline at 1800 111 1111 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.

3.4 LIABILITY FOR LOST/STOLEN CARDS AND PIN

If your NFC SIM Card is lost or stolen, your liability for unauthorised Card Transactions effected after such loss, theft or unauthorised disclosure but before we are notified thereof shall be limited to S\$100 only if:

3.4.1 you have immediately notified us of the loss, theft or unauthorised disclosure;

3.4.2 you assist us in the recovery of the unauthorised charges incurred;

3.4.3 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

3.4.4 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 Card Transactions carried out after we have been notified of the loss, theft or disclosure of your NFC SIM Card.

3.5 NEW CARD ACCOUNT

When we are notified of the loss, theft, unauthorised use or disclosure of your NFC SIM Card or PIN, your Card and Card Account will be terminated, and the provisions of Clause 5.3 will apply. We may at our discretion issue a replacement Card and Card Account and charge a replacement fee.

4. PAYMENT

4.1 LIABILITY FOR TRANSACTIONS

You are liable for all authorised Card Transactions and must pay us on demand the outstanding balances (including all charges and costs) incurred on your Card Account(s). In addition, you shall be responsible for unauthorised Card Transactions in accordance with Clause 3.4. We shall send you a Card Account Statement (and, where applicable, an electronic statement shall be made accessible to you through the DBS Internet banking service and/or such other channel(s) as we may designate from time to time by notice in writing to you) every month listing the Card Transactions incurred by you in respect of your Card.

4.2 PAYMENT OBLIGATIONS

4.2.1 You shall pay us the entire outstanding balance or at least, the minimum payment specified in the Card Account Statement by the payment due date. If you have exceeded the Overall Credit Limit in any given month, you shall (where you choose to make payment of only the minimum payment specified in the Card Account Statement) also pay the amount by which the Overall Credit Limit has been exceeded. If you do not pay the entire outstanding balance by the payment due date, you must pay a finance charge at a prevailing interest rate of 24% p.a. on (i) each individual Card Transaction comprising the outstanding balance in your Card Account Statement from the date such Card Transaction was effected to your Card Account to the statement date of that Card Account and (ii) the entire outstanding balance of your Card Account (less any partial payment made) from the date of the Card Account Statement until full payment of such outstanding balance is made.

4.2.2 If you fail to make at least the minimum payment specified in your Card Account Statement by the payment due date, you may also be liable for a late payment charge at such rate as we may determine.

4.2.3. If you fail to make at least the minimum payment by the payment due date specified in the said Card Account Statement, an additional interest rate of 4% p.a. will be added to the prevailing interest rate of your account, and shall take effect from the day after your next Card Account Statement date, for computing the finance charges on (i) each individual transaction comprising the outstanding balance in your Card Account Statement from the date such transaction was effected to your Card Account to the statement date of that Card Account and (ii) the entire outstanding balance of your Card Account (less any partial payment made) from the statement date of the Card Account until full payment of such outstanding balance is made. The aforesaid finance charges shall be applied to your Card Account outstanding balance for the next Card Account Statement, but shall reinstate to the prevailing interest rate with effect from the first working day after your next Card Account Statement date once minimum payment is made in full on or before the due date specified in the Card Account Statement. We reserve the right to amend the additional interest rate of 4% p.a. to such other rate(s) as we may determine from time to time and notified and announced by us in such manner as we may consider fit.

4.2.4 Any finance charge payable by you shall be calculated based on a 365-day year or on a 366-day year in a leap year.

4.3 OTHER CHARGES

In addition to the above, you shall also be responsible where applicable for the following charges including but not limited to:

4.3.1 Annual service fee

A non-refundable annual service fee for the issuance and renewal of your Card;

4.3.2 Processing fee for returned GIRO or dishonoured cheques

A processing fee for any returned GIRO or dishonoured cheque tendered to us as payment;

4.3.3 Administrative fee for production of document

An administrative fee for any replacement Card or production of documents relating to your Card(s), Card Account(s) and/or your NFC SIM Card;

4.3.4 Service fee for irregular payment made through another financial institution

A service fee if payment under any arrangement made between you and another financial institution in respect of payment for your Card Account is irregular;

4.3.5 Cancellation fee for "no show reservation"

A charge for cancelling or failing to fulfil an airline or hotel reservation secured through your Card;

4.3.6 Service charge/administrative fee

A service charge or administrative fee for any service or facility provided by us or 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.

4.4 RIGHT TO VARY CHARGES

We may vary with notice the rate or amount of any charge, fee or interest payable under this Agreement.

4.5 GOODS AND SERVICES TAX

You shall be responsible for all goods and services tax and all other 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.

5. TERMINATION OF USE OF CARD AND CARD ACCOUNT

5.1 OUR RIGHT TO TERMINATE

We may suspend or terminate your Card Account(s) at any time without having to give any reasons or notice.

5.2 YOUR RIGHT TO TERMINATE

You may terminate your Card Account(s) at any time by giving us written notice.

5.3 OBLIGATIONS UPON TERMINATION

Upon the termination of your Card Account(s) for whatever reason, you shall not continue to use your Card(s) and must immediately comply with our instructions in relation to the deactivation of your Card(s). Your obligations under this Agreement will however continue and all outstanding balances which shall include such charges and liabilities you may have incurred but which have not been debited to your Card Account shall become payable at once or when they have been made known to you, whichever is earlier. Until the outstanding balances are paid in full, a finance charge may be imposed on you in the manner stipulated in Clause 4.2. In the event where you are entitled to any credit refund relating to your Card Account(s), whether before or after termination, you agree that we may, without further notice to you, effect such refund by crediting the relevant amount to any of your existing banking account(s) with us.

6. EXCLUSIONS AND EXCEPTIONS

6.1 NON-ACCEPTANCE OF CARD

We are not liable in any way:

6.1.1 should your Card(s) or PIN be rejected by a merchant or any Contactless Payment Reader or if we refuse for any reason to authorise any Card Transaction;

6.1.2 for any failure of or malfunction, defect or error in any Contactless Payment Reader, Card, PIN, NFC SIM Card and/or its chip, or any software and/or application (including the Mobile Wallet App) in connection with the opening, activation or operation of your Card Account(s) or the use of your Card(s), any services, systems or networks, or any software, hardware or system whether belonging to or operated by us or other persons (including any mobile phone services provider and/or telecommunications operator and any host, developer and/or operator of trusted third party ("TTP") services and/or infrastructure);

6.1.3 for any and all matters relating to services or facilities to be provided by any third party in connection with any Card, NFC SIM Card, Contactless Payment Reader, mobile phone application (including the Mobile Wallet App), telecommunication service and/or stored value facility;

6.1.4 for any delay or inability on our part to perform any of our obligations under this Agreement because of any electronic, mechanical, system, data processing or telecommunication defect or failure, Act of God, civil disturbance or any event outside our control or the control of any of our servants, agents or contractors or any fraud or forgery; or

6.1.5 for any damage to or loss or inability to retrieve any data or information that may be stored in your Card(s) or any microchip or circuit or device in your Card(s).

6.2 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 nor are we responsible for any benefits, discounts or programmes of any merchant that we make available to you. We make no representation as to the quality, provision of performance of any such goods or services. You acknowledge we are not acting as agent for any merchant. You should resolve any complaints about the goods and services directly with the merchant. In spite of the non-delivery or non-performance or defects in any such goods and services, you shall pay us the full amount shown in the Card Account Statement.

7. INSTALMENT PAYMENT PLAN

If you have applied to participate in the DBS Instalment Payment Plan (the "Plan") and if we have approved your application, you authorise/agree/undertake with us as follows:

7.1.1 You authorise us to pay to the relevant merchant for your purchase of the relevant goods/services (in such manner as may be agreed between the merchant and us) and to debit your Card Account for the purchase price of the goods and services in the number of instalments indicated on the receipt containing details of the Plan.

7.1.2 We have the discretion to determine the size of each instalment payment as long as the total instalment payments do not exceed the purchase price.

7.1.3 The first instalment payment will be debited from your Card Account on the next statement date of your Card Account (which will be the date reflected as the "statement date" in the respective Card Account Statement). Each subsequent instalment payment will be debited on or about the same day in each following month, until the purchase price has been completely debited to your Card Account.

7.1.4 You agree that the credit limit related to your Card Account will be reduced by such portion of the purchase price that is unpaid, although the same may not be posted to your Card Account as yet.

7.1.5 If any instalment payment debited to your Card Account is not paid in full when due and payable, you must pay us the finance charges, interest and fees on the outstanding amounts at our prevailing rate.

7.1.6 We may at our discretion and without notice to you debit the whole balance of the purchase price then outstanding to your Card Account at any time, in which case such balance will be immediately due and payable by you.

7.1.7 We may at our discretion impose an administrative fee at such rate as we may determine if the Plan is terminated (whether arising from the termination of your Card Account or otherwise) or if you make a prepayment of any amount under the Plan.

7.1.8 You will not hold us responsible in any way for any goods/services supplied or not supplied by any merchant or the quality or performance of any goods/services pursuant to or in relation to any Card Transaction. Any dispute or complaint which you may have against any merchant must be resolved directly between you and the merchant and such dispute or complaint or any claim or right of set-off which you may have against the merchant shall in no way affect your liabilities and/or obligations under this Agreement.

8. CARD TRANSACTIONS IN FOREIGN CURRENCIES

Card Transactions in US dollars shall be converted to Singapore dollars on the date of conversion. Card Transactions in foreign currency other than US Dollars will be converted into US dollars before being converted into Singapore dollars. All conversions shall be based on the prevailing wholesale interbank rates or the government-mandated rate, as shall be determined by MasterCard International or such other third party operating, and processing Contactless Transactions via, Contactless Payment Readers. The rate used for the conversion may be different from the rate in effect on the date of the Card Transaction due to market fluctuation.

All Card Transactions in foreign currency are 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.

An administrative fee for services provided or actions taken by us in relation to such foreign currency Card Transactions shall be payable by you and debited to your Card Account. The prevailing administrative fee is 1.5% of the foreign currency Card Transaction amount for Card Transactions involving MasterCard International.

9. CONCLUSIVENESS OF DOCUMENTS

Any of our records relating to Card Transactions 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. APPROPRIATION OF PAYMENTS

We have the right to appropriate all payments made by you in any manner or priority that we see fit even if you or the person making the payment indicates such payment is meant for a specific purpose.

11. AMENDMENT

11.1 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 your Card(s) after the specified date, you shall be considered to have accepted the changes.

11.2 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.

12. DISCLOSURE OF INFORMATION

12.1 PARTIES TO WHOM DISCLOSURE MAY BE MADE

You authorise us to disclose any particulars of your Card Account(s) and/or your use of your Card(s) and/or (if you have executed a charge on deposit to secure your liabilities under your Card ("Charge")) any information relating to the charge on deposit to:

12.1.1 without limiting the generality of this Clause 12.1, any person or organisation participating in the provision of NFC technology or the effecting or processing of Card Transactions, including any mobile phone services provider and/or telecommunications operator and any host, developer and/or operator of TTP services and/or infrastructure;

12.1.2 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;

12.1.3 banks, credit or charge card companies or merchants in credit or charge card enquiries;

12.1.4 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;

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

12.1.6 any person or organisation for the purpose of marketing or promoting any services or products whether our own or tied up by us;

12.1.7 any party involved in facilitating, processing or providing any services or facilities in connection with your Card, Card Account, and/or any Card transaction;

12.1.8 MasterCard International or such other third party operating, and processing Card Transactions via, Contactless Payment Readers;

12.1.9 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;

12.1.10 any government agency or authority or tribunals or courts of any jurisdiction in compliance with the order, notice or request of such agency, authority, tribunal or court, or in compliance with applicable laws or for commencing, defending or otherwise participating in any legal or administrative proceedings or inquiry before any court, tribunal or other agency or authority; 12.1.11 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;

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

12.1.13 any person authorised to operate your Card Account(s) for any purpose in connection with this Agreement or the operation of the Card Account; and

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

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

12.2 CREDIT BUREAU

For the purpose of assessing your creditworthiness as a borrower or surety, you also authorise:

12.2.1 us to obtain information relating to you from any Bureau and consent to such Bureau disclosing information about you to us, and

12.2.2 the Bureau to disclose information about you obtained from us to its members or subscribers and/or compliance committees. Our authority, and the Bureau's authority, to disclose such information shall survive the termination to this Agreement.

12.3 ADDITIONAL RIGHTS

Our rights under this Clause 12.3 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.

12.4 DBS PRIVACY POLICY

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

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

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

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

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

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

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

13. SET OFF AND CONSOLIDATION

13.1 EXTENT OF OUR RIGHTS

We shall be entitled at any time and without notice to you to combine or consolidate the moneys in any of your accounts maintained with us (whether matured or not) towards the repayment of sums owed by you in your Card Account(s) regardless of where your other accounts are located or whether your other accounts are held in your sole name or jointly with others.

13.2 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 rate. Any losses that may arise from such conversion shall not be recoverable from us.

14. COMMUNICATION AND SERVICE OF DOCUMENTS

14.1 COMMUNICATION

We may send any notices, Card Account Statements or any other communication to you by facsimile transmission, short message service ("SMS"), electronic mail, ordinary pre-paid 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.

14.2 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 such process personally to you, or served on the next date after the date of posting if such process is posted to you. In addition to these methods of service, we may serve you in any other method permitted by law.

15. EMAIL AND SMS ALERTS SERVICE

15.1 You will automatically be enrolled in the email and SMS Alerts ("Alert") service, subject to your Card being in good standing. Alert notifications will be sent via email or SMS to you at our discretion based on pre-determined criteria as follows: (a) first Card usage alerts; (b) Card Transactions alerts, both local and overseas; and (c) suspicious or irregular transaction alerts. You may request to vary the pre-determined criteria, subject to our prior approval.

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

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

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

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 the Alert on your mobile phone.

15.6 An Alert does not constitute a record of your Card Account or the 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, your 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 your Card Account.

15.7 We may cease to provide the Alert service: (a) if the terms and conditions of this Agreement are not complied with; (b) if your 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 your Card Account by the Cardholder; or (f) at our own discretion.

16. ELECTRONIC SIGNATURE INSTRUCTION SERVICE

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

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

16.3 You acknowledge and agree that we shall be entitled to require you to sign such Electronic Instruction, and in this connection you authorize and consent to us to collect and link your signature with

the relevant Electronic Instruction in electronic form, using an electronic signature pad or other electronic device capable of collecting, recording and/or storing information and signatures in electronic form in a manner which complies with our internal processes and requirements. The Electronic Instruction, together with your signature so collected and linked, are collectively the "Electronic Signature Instruction".

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

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

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

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

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

17. MISCELLANEOUS

17.1 LAWFUL USE OF CARD

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

17.2 INFORMATION FROM CARDHOLDER

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

17.3 RECOVERY OF COSTS

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

17.4 REFERENCES TO SINGAPORE DOLLARS

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

17.5 INSTRUCTIONS FROM YOU

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

17.6 DELAY OR FAILURE TO EXERCISE RIGHTS

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

17.7 ADDITIONAL BENEFITS, SERVICES OR PROGRAMMES

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

17.8 ADDITIONAL TERMS

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

17.9 COMPLIANCE WITH TAX REQUIREMENTS

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

17.10 GOVERNING LAW

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

17.11 OTHER VERSIONS OF THIS AGREEMENT

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

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

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