

## Terms and Conditions for DBS PayLah! Application

### A. TERMS AND CONDITIONS OF GENERAL APPLICATION FOR ALL USERS

#### 1. Definitions and General Terms

- 1.1. **“DBS PayLah!”** is a mobile service offered by DBS Bank Ltd. that comprises a stored value facility that may be used by a user (in the individual’s personal capacity, a **“User”** and collectively, **“Users”**, in the sole proprietor/partnership/corporate capacity, a **“Business User”** and collectively, **“Business Users”**) as a mobile wallet on their mobile device.
- 1.2. **“DBS PayLah! Application”** means an application for mobile devices that can be downloaded by the User from the Apple App Store and Google Play store.
- 1.3. **“DBS PayLah! Service”** means any service offered by DBS which may be obtained through and from the use of the DBS PayLah! Application, as may be determined by DBS from time to time.
- 1.4. **“DBS Bank Ltd.”**, **“DBS”**, **“our”**, **“we”** and **“us”** means DBS Bank Ltd. and its successors and assigns.
- 1.5. **“You”** means a User.
- 1.6. These terms and conditions governing the use of the DBS PayLah! Application and the DBS PayLah! Service (**“Terms”**) incorporates our Terms and Conditions Governing Electronic Services, our Terms and Conditions Governing Accounts and other terms and conditions which may be expressly stated in these Terms. If there is any conflict or inconsistency between these Terms and other terms and conditions, these Terms will prevail.

#### 2. Eligibility for the DBS PayLah! Application

- 2.1. You acknowledge and agree that as a condition for you to access and use the DBS PayLah! Application to effect or obtain the DBS PayLah! Service, you are required to satisfy all these Terms including any amendments to these Terms that DBS may in its discretion from time to time make.
- 2.2. You acknowledge, agree and warrant that you are, and will at all times be, in compliance with the following:

- 2.2.1. you are at least 16 years of age based on year of birth;
- 2.2.2. you have and will continue to have one of the following:
  - a) an internet banking account (“**iBanking Account**”) linked to a bank account (local currency savings or current account) (“**DBS iBanking User**”); or
  - b) a bank account (local currency savings or current account) with DBS or a bank account (local currency savings or current account) with a bank which offers FAST (Fast And Secure Transfers) services in Singapore (“**FAST Participating Bank**”) (“**Non-DBS iBanking User**”); and
- 2.2.3. you have a valid Singapore mobile number.

### **3. Registration**

- 3.1. As part of the DBS PayLah! Application, you will have access to a wallet account (“**Wallet Account**”). Each Wallet Account operates as a stored value account and will be kept separate from your bank account(s). The value in the Wallet Account will not be used to offset any fees or charges incurred in your bank account(s).
- 3.2. You are required to create and register your Wallet Account in your DBS PayLah! Application (“**Registration**”). You must provide a display name as part of the Registration. The display name provided by you will be displayed in the notifications to the recipient of incoming funds transferred from or requested by you.
- 3.3. You may upload an image of yourself and this uploaded image will be visible to all recipients of incoming funds from you. Your uploaded image will be linked to your Wallet Account and will be kept in the DBS PayLah! Application unless deleted by you.
- 3.4. You will be required to select one personal or Joint-Alternate bank account for your use of the DBS PayLah! Service (“**Designated Account**”). Your Designated Account will be linked to your Wallet Account in the DBS PayLah! Application to allow the movement of funds between your Designated Account and your Wallet Account.
- 3.5. You must use your personal Password (“**Password**”) to access and use the DBS PayLah! Application. You are responsible for safekeeping and maintaining the confidentiality of your Password. You must not disclose to any person your Password and shall not authorize any person to use your Password for any purpose whatsoever.

You agree to take reasonable measures and all due care to protect your Password against misuse by third parties.

- 3.6. You should, as soon as possible, reset your Password should you notice that your DBS PayLah! Application has been accessed or used without your knowledge, authority or consent.
- 3.7. If you are using an Apple iPhone 5S (or newer) mobile device operating on iOS Version 8.0 (or newer), you may use the Touch ID function on your mobile device (“**Touch ID**”) as an alternative to your personal Password to access and use the DBS PayLah! Application.

#### **4. Acknowledgement and Agreement**

4.1. You acknowledge and agree that:

- 4.1.1. you will be responsible for obtaining and using the necessary software and/or device, hardware and/or equipment necessary to obtain access to the DBS PayLah! Application at your own risk and expense;
- 4.1.2. you will be responsible to your mobile service provider for all data charges relating to:
  - a) the download of the DBS PayLah! Application;
  - b) any upgrades you request in relation to the DBS PayLah! Application; and
  - c) your ongoing access to and use of the DBS PayLah! Application;
- 4.1.3. you will not use the DBS PayLah! Application to (a) conduct electronic spamming; (b) perform unlawful or immoral activities; (c) upload content that has viruses, malicious codes, immoral or illegal content; or (d) engage in any other activities deemed inappropriate by DBS;
- 4.1.4. the access to and use of the DBS PayLah! Application is offered to you on an “as available, where available” basis;
- 4.1.5. the mobile number provided by you during the Registration (“**Mobile Number**”) will only be used for the DBS PayLah! Application and will not affect your contact details in DBS’s records. This Mobile Number is to be used solely for the DBS PayLah! Application;

- 4.1.6. you shall ensure that your Mobile Number is valid and accurate;
- 4.1.7. you are solely responsible and liable for any access to and use of the DBS PayLah! Application effected through the use of your Password or Touch ID, notwithstanding that your Password or Touch ID may have been used by any other person without your knowledge, authority or consent;
- 4.1.8. you shall monitor the balance of your Wallet Account at all times and notify us (in writing, by calling our DBS hotline at 1800 111 1111 or by visiting any DBS or POSB branch) immediately of any unauthorized transfers or of any matter concerning your Wallet Account that may invite suspicion;
- 4.1.9. you shall examine all entries in the transaction history listed in your DBS PayLah! Application ("**Transaction History**") and report any transactions wrongly made or made without authority or inaccurate entries in the Transaction History. You must object to any transaction ("**Transaction**") or any other inaccuracies in writing to us, by calling our DBS hotline at 1800 111 1111 or by visiting any DBS or POSB branch) within 14 days after the entry appears in the Transaction History. If you do not do so, the Transaction will be deemed correct except where (and only to the extent that) you have conclusively established in the Courts of Singapore that a manifest error or fraud has been committed by us;
- 4.1.10. your Mobile Number may be visible to the recipient of incoming funds transferred from or requested by you;
- 4.1.11. DBS may, without prior notice to you, debit any sum from your Wallet Account where we are notified of or we reasonably determine that the sum has been credited into your Wallet Account due to a mistake, error or omission;
- 4.1.12. DBS is entitled to send you "push notifications" and SMS notifications ("**Notification**") relating to your access to and use of the DBS PayLah! Application and any updates on related services;
- 4.1.13. DBS is deemed to have sent the Notification to you, even if you are unable to or do not receive the Notification for whatever reason;
- 4.1.14. the DBS PayLah! Application may include links to sites on the Internet that are owned and operated by third parties ("**Third Party Sites**"), and if you choose to access these Third Party Sites, you agree to review and accept the terms of

use. DBS has no control over and excludes all liability for and does not assume any responsibility for material created or published by such Third Party Sites. You further agree not to infringe, or cause DBS to infringe, any third party's intellectual property rights, and shall keep DBS indemnified against all losses, damages, expenses, costs and fees suffered or incurred by DBS, with respect to such infringement;

- 4.1.15. DBS reserves the right to investigate complaints regarding the use of the DBS PayLah! Application, the DBS PayLah! Service or reported violations of these Terms and to take any action DBS deems appropriate, including reporting any suspected unlawful activity to law enforcement officials, appropriate authorities or regulators and disclosing any necessary information to such officials, authorities or regulators;
- 4.1.16. DBS may change, add or remove any feature or functionality of the DBS PayLah! Application without prior notice. You are deemed to accept such change if you continue to use the DBS PayLah! Application;
- 4.1.17. DBS may impose or vary the fees payable for your access to and use of the DBS PayLah! Application and the DBS PayLah! Service as well as for the closure of your Wallet Account and the termination of the DBS PayLah! Service. Such changes shall be deemed effective upon DBS posting these changes on the DBS website at [www.dbs.com](http://www.dbs.com) ("**Website**"). You are deemed to accept such changes if you continue to use the DBS PayLah! Application; and
- 4.1.18. DBS may vary these Terms at any time by giving you notice by such notification method as we may choose, including through our internet banking services, in local newspapers, in displays at our branches or via publication through any media. The changes will take effect on the date specified in the notice. The obligation to give you prior notice does not apply if the variation(s) is/are required in an emergency or where it is not practicable to give such notice. Further, we may make amendments for administrative or clarification purposes and include additional terms governing new products and services without giving you any notice.

## **5. Limits of Responsibility and Liability**

- 5.1. DBS is not liable for any loss suffered by you or any third party arising from and in connection with your Registration of, access to and use of the DBS PayLah! Application

and the DBS PayLah! Service except where such loss is attributable to our gross negligence or wilful default. In addition, DBS will not be liable for any inconvenience, loss, cost, damage or injury suffered by you or any third party arising from or caused by:

- 5.1.1. our compliance with any instruction given or purported to be given by you relating to a Transaction, notwithstanding that the integrity of the information comprised in such instruction may have been compromised or impaired, provided that such compromise or impairment would not have been apparent to a reasonable person receiving such instruction;
- 5.1.2. use of your Wallet Account and the DBS PayLah! Application by third parties, whether authorized or unauthorized by you;
- 5.1.3. your transfer of funds to the wrong mobile number, the wrong recipient or wrong third party;
- 5.1.4. theft or loss of your device, hardware and/or equipment on which the DBS PayLah! Application is installed;
- 5.1.5. your inability to effect or complete any Transaction due to system maintenance or breakdown/non-availability of the DBS PayLah! Application, network, hardware or software of DBS or third party recipients of your transfer of funds;
- 5.1.6. you being deprived of the use of the DBS PayLah! Application and/or the DBS PayLah! Service as a consequence of any action by us;
- 5.1.7. any failure by us to perform any obligation or observe any of these Terms if such failure arises from a failure of, or any unauthorised and/or unlawful access to, any machine, data processing system or transmission link or any act of force majeure such as acts of God, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lock-outs, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors, or any event outside our control;
- 5.1.8. any equipment or software providers, any service providers, any network providers (including but not limited to telecommunications providers, internet browser providers and internet access providers), or any agent or subcontractor of any of the foregoing; or

- 5.1.9. any act or omission by DBS in compliance with any applicable laws and/or regulations, including laws governing personal data protection, and any instructions and/or directions given by any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and/or its officials.
- 5.2. Any downloading of data from the Website is done solely at your risk, and we will not be liable for the integrity or use of any data downloaded in any way.
- 5.3. DBS shall not be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from your entering into any Transaction, using the DBS PayLah! Application or using the DBS PayLah! Service.

## **6. Intellectual Property**

- 6.1. You acknowledge that the intellectual property rights in or to the DBS PayLah! Application are owned by DBS.
- 6.2. No part or parts of the DBS PayLah! Application may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works or otherwise commercially exploited in any manner or by any means or stored in an information retrieval system without our prior written permission.
- 6.3. The trademarks, service marks, and logo ("**Trade Marks**") used and displayed in or through the DBS PayLah! Application are registered and unregistered Trade Marks of ours and others.
- 6.4. Nothing in the DBS PayLah! Application should be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any Trade Marks displayed in or through the DBS PayLah! Application, without our prior written approval.

## **7. Termination**

- 7.1. We may suspend or terminate the DBS PayLah! Service or your use of the DBS PayLah! Application at any time by giving you notice by such notification method as we may choose, including through our internet banking services, in local newspapers, in displays at our branches or via publication through any media. Such termination shall be effective on the date specified in the notice.

- 7.2. Pursuant to clause 7.1 above, if DBS terminates the provision of the DBS PayLah! Service, DBS will close your Wallet Account and will automatically transfer the remaining balance from your Wallet Account to your Designated Account. If your Designated Account has been closed or the remaining balance from your Wallet Account cannot be transferred to your Designated Account for whatever reason, DBS will strive to contact you for alternative means of transferring the remaining balance from your Wallet Account to you.
- 7.3. In the event that you remain uncontactable after one year from the date of DBS' first attempt to contact you, any remaining balance in your Wallet Account shall be dealt with at the absolute discretion of DBS. DBS shall not be obliged to enter into any correspondence regarding the remaining balance from your Wallet Account and you agree that you shall not hold DBS liable for any loss, damage or expenses arising out of or in connection with the remaining balance in your Wallet Account.
- 7.4. Should you decide to terminate your use of the DBS PayLah! Service:
  - 7.4.1. you are to contact DBS (by calling our DBS hotline at 1800 111 1111 or visiting any DBS or POSB branch) and instruct DBS to close your Wallet Account. The remaining balance from your Wallet Account will be transferred to your Designated Account;
  - 7.4.2. you are to ensure that the Designated Account has not been closed to enable us to process the transfer of the outstanding balance from your Wallet Account to your Designated Account;
  - 7.4.3. DBS may impose an administrative charge for processing the transfer of the outstanding balance from your Wallet Account to your Designated Account. The transfer may take up to 7 working days;
  - 7.4.4. you are to delete the DBS PayLah! Application from your device, hardware and/or equipment on which the DBS PayLah! Application has been installed. Deletion of the DBS PayLah! Application and/or closing your Wallet Account without providing instructions to us pursuant to clause 7.4.1 does not terminate your use of the DBS PayLah!.
- 7.5. You shall not be entitled to any payment, compensation or damages from DBS in relation to the termination of your access to and use of the DBS PayLah! Application and/or the DBS PayLah! Service.

7.6. DBS' right to suspend or terminate your access to and use of the DBS PayLah! Application and the DBS PayLah! Service shall be without prejudice to any other rights or remedies which DBS may have under these Terms, the terms set out at clause 1.6 above and at law.

## **8. General**

8.1. 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 and shall apply to all personal data that you provide to us or that arises from your relationship with us. The DBS Privacy Policy is available at [www.dbs.com/privacy](http://www.dbs.com/privacy). You consent to our collection, use, disclosure and processing of your personal data in accordance with the DBS Privacy Policy and these Terms.

8.2. These Terms shall be governed by and construed in accordance with the laws of Singapore and you irrevocably submit to the non-exclusive jurisdiction of the Singapore courts.

8.3. A person who is not party to any agreement governed by these Terms shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of these Terms.

## **B. ADDITIONAL TERMS AND CONDITIONS GOVERNING THE USE OF DBS PAYLAH! SERVICE BY DBS IBANKING USER**

### **1. Registration**

1.1. During the Registration, your iBanking Account login credentials will be used as part of the validation checks.

1.2. You are entitled to register two types of User profiles. You may register Wallet Accounts as both a DBS iBanking User and a non-DBS iBanking User. If you have registered for both User profiles, you will be entitled to register and use a maximum of three Wallet Accounts as follows:

- a) Under your DBS iBanking User profile, you will be entitled to only one Wallet Account; and
- b) Under your non-DBS iBanking User profile, you will be entitled to a maximum of two Wallet Accounts.

- 1.3. Your Designated Account for a Wallet Account must be a personal or Joint-Alternate bank account. The Designated Account cannot be a Joint-All account.

## 2. Use of the DBS PayLah! Application

- 2.1. You may make payment (“**Bill Payment**”) from your Wallet Account to certain third party billing organisations (“**Billing Organisations**”) or make a charitable donation (“**Charitable Donation**”) from your Wallet Account to certain third party charitable organisations (“**Charitable Organisations**”). You may also make payment from your Wallet Account for goods or services (“**Merchant Payment**”) purchased from certain third party merchants (“**Merchants**”), online merchants who accept payment made via the DBS PayLah! Application (“**Online Merchants**”) and certain third party merchants with QR Code-enabled NETS Terminals who accept payments made via the DBS PayLah! Application’s Scan and Pay with QR Code function (“**NETS Merchants**”). In these Terms, Billing Organisations will be individually referred to as a “**Billing Organisation**”, Charitable Organisations will individually be referred to as a “**Charitable Organisation**”, Merchants will individually be referred to as a “**Merchant**”, Online Merchants will individually be referred to as an “**Online Merchant**” and NETS Merchants will individually be referred to as a “**NETS Merchant**”. Merchants, Online Merchants and NETS Merchants will be collectively referred to as “**All Merchants**”.
- 2.2. DBS reserves the right to add or remove a Billing Organisation, Merchant, Online Merchant or a Charitable Organisation from accepting payment via the DBS PayLah! Application at any time. A NETS Merchant reserves the right to add or remove a QR Code-enabled NETS Terminal to respectively accept or reject payment via the DBS PayLah! Application’s Scan and Pay with QR Code function at any time.
- 2.3. In order to make the Bill Payment, you will be required to enter the relevant consumer reference number with each Bill Payment transaction and you will be responsible for the accuracy of the consumer reference number. DBS will not be liable for a Bill Payment made with a consumer reference number entered incorrectly. It is your responsibility to approach the respective Billing Organisation.
- 2.4. For each Charitable Donation transaction, you will be required to provide your NRIC or FIN number and full name which will be sent to the Charitable Organisation for the purpose of tax deduction filing (if any) by the Charitable Organisation. DBS will not be responsible for your tax deduction filings (if any). You acknowledge and accept that your donations to the Charitable Organisations may not be eligible for tax deduction and you

are responsible and will check with each Charitable Organisation individually for their tax deduction eligibility.

- 2.5. With regard to your Merchant Payment, you consent to DBS disclosing your Mobile Number where required to the relevant Merchant, Online Merchant or NETS Merchant, for the purpose of identifying your Merchant Payment and processing any matters in relation to it, as well as attending to queries from you or the Merchant, Online Merchant or NETS Merchant in relation to the Merchant Payment. Where required by the Merchant, Online Merchant or NETS Merchant and where you have chosen to provide your address in DBS' records ("**Address**") to the Merchant, Online Merchant or NETS Merchant via the DBS PayLah! Application for the purpose of facilitating the Merchant, Online Merchant or NETS Merchant's delivery of the goods or services purchased by you or for any other purpose, you agree that this constitutes your consent to DBS disclosing the Address to the Merchant, Online Merchant or NETS Merchant.
- 2.6. DBS is not liable in any way for any claim or dispute arising between yourself and All Merchants in relation to the goods and services purchased from All Merchants using the DBS PayLah! Application. DBS is also not responsible for any benefits, discounts or programmes of All Merchants. DBS is not responsible for delivery of the goods or services provided by All Merchants and DBS makes no representation as to the quality, merchantability, fitness for purpose or provision or performance of any such goods or services. You acknowledge that we are not acting as agent for All Merchants.
- 2.7. You agree that any complaints, claims, disputes or refunds in relation to goods and services provided by All Merchants shall be resolved between that merchant and yourself, and DBS shall not be responsible for any refunds made or to be made by All Merchants in respect of a Merchant Payment.
- 2.8. A Business User shall not use a Wallet Account that was approved under a personal DBS PayLah! Application, to receive payments in its capacity as a business entity in respect of goods and/or services provided by it ("**Business Purpose**"). The Business User shall ensure that DBS has approved the use of any Wallet Account for a Business Purpose (including agreeing to such conditions as DBS may impose), prior to receiving such payments into such Wallet Account.

### **3. Restriction on use of the DBS PayLah! Application**

- 3.1. DBS may determine the following at its discretion:

- 3.1.1. the maximum amount that your Wallet Account can contain at any one time (“**Maximum Stored Amount**”). You are entitled to adjust the Maximum Stored Amount under the settings function in the DBS PayLah! Application;
- 3.1.2. the maximum daily transfer from your Wallet Account for any Transaction (“**Maximum Daily Transfer**”). You are entitled to adjust the Maximum Daily Transfer limit under the settings function in the DBS PayLah! Application;
- 3.1.3. any incoming amount to your Wallet Account that exceeds the Maximum Stored Amount will be transferred automatically to your Designated Account;
- 3.1.4. the maximum amount that can be transferred daily from your Wallet Account to your Designated Account (including any incoming amount to your Wallet Account which exceeds the Maximum Stored Amount that is transferred automatically to your Designated Account) (“**Maximum Transfer to Designated Account**”); and
- 3.1.5. the maximum amount that you can request from another party (“**Maximum Request**”).
- 3.1.6. Information on the Maximum Stored Amount, Maximum Daily Transfer, Maximum Transfer to Designated Account and Maximum Request is available at [www.dbs.com.sg/paylah](http://www.dbs.com.sg/paylah).

#### **4. Top up functions**

- 4.1. You may top up your Wallet Account through internet banking, mobile banking, within the DBS PayLah! Application or such other channels that DBS may decide. For top ups, DBS will deduct the funds from your Designated Account.

#### **5. Others**

- 5.1. Notwithstanding anything to the contrary, DBS is entitled, without being obliged to, at any time and without prior notice to you, to debit from your Designated Account any sum wrongly credited into your Wallet Account.
- 5.2. The DBS iBanking guarantee is not applicable to the DBS PayLah! Application and the DBS PayLah! Service.

### **C. ADDITIONAL TERMS AND CONDITIONS GOVERNING THE USE OF DBS PAYLAH! SERVICE BY NON-DBS IBANKING USER**

## **1. Registration**

- 1.1. During Registration, you will be required to provide your personal data.
- 1.2. Each Non-DBS iBanking User will be entitled to register a maximum of three Wallet Accounts.
- 1.3. Your Designated Account for a Wallet Account must be a bank account which you maintain with a FAST Participating Bank (local currency savings or current account).

## **2. Limitation and use of the DBS PayLah! Application**

- 2.1. You will only be entitled to limited use of the DBS PayLah! Application (“**Limited Use**”) in the manner determined by DBS unless you have complied with the conditions which DBS may impose for full use of all functions in the DBS PayLah! Application (“**Full Use**”). Descriptions of the full and limited functions are available at [www.dbs.com.sg/paylah](http://www.dbs.com.sg/paylah).
- 2.2. For both Limited Use and Full Use of the DBS PayLah! Application, DBS may determine the following at its discretion:
  - 2.2.1. the Maximum Stored Amount. You are not entitled to adjust the Maximum Stored Amount;
  - 2.2.2. the Maximum Daily Transfer. You are not entitled to adjust the Maximum Daily Transfer limit;
  - 2.2.3. any incoming amount to your Wallet Account that exceeds the Maximum Stored Amount will be transferred automatically to your Designated Account;
  - 2.2.4. the Maximum Transfer to Designated Account; and
  - 2.2.5. the Maximum Request.
- 2.3. Information on the Maximum Stored Amount, Maximum Daily Transfer, Maximum Transfer to Designated Account and Maximum Request is available at [www.dbs.com.sg/paylah](http://www.dbs.com.sg/paylah).

## **3. Full Use of the DBS PayLah! Application**

- 3.1. If you have complied with the conditions which DBS may impose for Full Use of the DBS PayLah! Application, you may make a Bill Payment from your Wallet Account to certain

Billing Organisations and All Merchants, a Charitable Donation from your Wallet Account to certain Charitable Organisations, or a Merchant Payment from your Wallet Account to All Merchants.

- 3.2. DBS reserves the right to add or remove a Billing Organisation, Merchant, Online Merchant or a Charitable Organisation from accepting payment via the DBS PayLah! Application at any time. A NETS Merchant reserves the right to add or remove a QR Code-enabled NETS Terminal to respectively accept or reject payment via the DBS PayLah! Application's Scan and Pay with QR Code function at any time.
- 3.3. In order to make the Bill Payment, you will be required to enter the relevant consumer reference number with each Bill Payment transaction and you will be responsible for the accuracy of the consumer reference number. DBS will not be liable for a Bill Payment made with a consumer reference number entered incorrectly. It is your responsibility to approach the respective Billing Organisation.
- 3.4. For each Charitable Donation transaction, you will be required to provide your NRIC or FIN number and full name which will be sent to the Charitable Organisation for the purpose of tax deduction filing (if any) by the Charitable Organisation. DBS will not be responsible for your tax deduction filings (if any). You acknowledge and accept that your donations to the Charitable Organisations may not be eligible for tax deduction and you are responsible and will check with each Charitable Organisation individually for their tax deduction eligibility.
- 3.5. With regard to your Merchant Payment, you consent to DBS disclosing your Mobile Number where required to the relevant Merchant, Online Merchant or NETS Merchant, for the purpose of identifying your Merchant Payment and processing any matters in relation to it, as well as attending to queries from you or the Merchant, Online Merchant or NETS Merchant in relation to the Merchant Payment. Where required by the Merchant, Online Merchant or NETS Merchant and where you have chosen to provide your Address to the Merchant, Online Merchant or NETS Merchant via the DBS PayLah! Application for the purpose of facilitating the Merchant, Online Merchant or NETS Merchant's delivery of the goods or services purchased by you or for any other purpose, you agree that this constitutes your consent to DBS disclosing the Address to the Merchant, Online Merchant or NETS Merchant.
- 3.6. DBS is not liable in any way for any claim or dispute arising between yourself and All Merchants in relation to the goods and services purchased from All Merchants using the

DBS PayLah! Application. DBS is also not responsible for any benefits, discounts or programmes of All Merchants. DBS is not responsible for delivery of the goods or services provided by All Merchants and DBS makes no representation as to the quality, merchantability, fitness for purpose or provision or performance of any such goods or services. You acknowledge that we are not acting as an agent for All Merchants.

- 3.7. You agree that any complaints, claims, disputes or refunds in relation to goods and services provided by All Merchants shall be resolved between that merchant and yourself, and DBS shall not be responsible for any refunds made or to be made by All Merchants in respect of a Merchant Payment.

#### **4. Top Up Functions**

- 4.1. You may top up your Wallet Account via a funds transfer from a FAST Participating Bank or such other channel that DBS may decide.