

**DBS CASHLINE TERMS & CONDITIONS**

These Terms and Conditions govern the Cashline Account. They do not include terms and conditions that may apply by operation of law. Upon opening the Cashline account, you will be bound by these Terms and Conditions.

**1. Definitions**

1.1 In these Terms and Conditions, "we", "our" and "us" means DBS Bank Ltd. and its successors and assigns and "you" and "your" means the person(s) (including any personal representatives, successors or assigns of such person) in whose name the Facilities (as defined hereunder) are maintained by us.

1.2 The following words when used have the following meanings respectively set out below:-

- i. "Business Day" means a day that is not a Saturday, Sunday or a public or bank holiday in Singapore;
- ii. "Card" means any card (including any credit or charge card) or any other electronic computerised token, device or gadget, whether issued at your request by us or any Participant to you or any other person nominated and authorised by you from time to time and acceptable to us, used to access Electronic Services, including any replacement or renewed Card;
- iii. "Cashline account" means the account opened and/or maintained with us in connection with the operation and/or provision of the Facilities;
- iv. "Cashline cheque" means a cheque drawn on the Cashline account;
- v. "Cashline outstanding balance" means all amounts, transaction costs, interest, fees, charges and liabilities (whether present or future, actual or contingent) due and payable to us in respect of or in connection with the Cashline account and/or these Terms and Conditions;
- vi. "Cashline statement" means a statement of account issued by us in respect of your Cashline account reflecting the Cashline outstanding balance and transactions for the period specified in the statement;
- vii. "Electronic Services" means any banking and other services or facilities which we and/or any Participant may make available to you from time to time and offered via electronic means, including any card, electronic computerised or telecommunication devices or modes of operating accounts in or outside Singapore, and, where the context requires, also means any PIN and/or Card used to access Electronic Services, and shall include any of the Facilities offered via electronic means;
- viii. "Facilities" means the credit and banking facilities, other financial accommodation and services provided to you by us from time to time pursuant to these Terms and Conditions;
- ix. "GST" means any goods and services tax payable under the Goods and Services Tax Act, Chapter 117A of Singapore or any other taxes, levies or charges whatsoever of a similar nature which may be substituted for or levied in addition to any such tax, by whatever name called;
- x. "Main Account Holder" means the person requesting us to provide the Facilities and to open the Cashline account;
- xi. "Participant" means any person, firm, company or organization in Singapore or otherwise which, from time to time, participates or is involved, directly or indirectly, in providing Electronic Services;
- xii. "PIN" means any personal identification number and/or password and/or any other form of electronic [or digital] identification or signature, whether issued at your request by us or any other Participant to you or any other person nominated and authorized by you from time to time and acceptable to us, used to access Electronic Services; and
- xiii. "Singapore Dollar(s)" and the sign "\$S" mean the lawful currency of Singapore.

1.3 Unless the context requires otherwise:

- i. the singular number shall include the plural and vice versa; and
- ii. references to persons shall include firms and corporations.

1.4 Headings of clauses are for guidance only and do not form any part of these Terms and Conditions or be taken into consideration in the interpretation of these Terms and Conditions.

1.5 All references to statutes and our terms and conditions are references to such statutes and terms and conditions as amended, modified, substituted or supplemented from time to time.

1.6 Any reference to a cheque in these Terms and Conditions shall include and apply to an image return document (as such term is defined in the Bills of Exchange Act, Chapter 23 of Singapore) of such cheque, where the context requires.

## **2. Additional Terms**

In addition to these Terms and Conditions, our Terms and Conditions Governing Accounts, 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 the Cashline account or any of the Facilities or products or services accessed through or linked to the Cashline account or any of the Facilities shall also apply to the Cashline account and the Facilities. You are deemed to have read and/or understood such terms and conditions and will abide and be bound by them accordingly. In the event of any inconsistency, these Terms and Conditions shall prevail.

## **3. Operation of Cashline Account/Credit Limit**

3.1 You may draw on your Cashline account by using your Cashline cheques, or through any applicable electronic means made available by us or in such manner as we may permit from time to time. The reference to "electronic means" shall include, without limitation to, the use of your Card to make withdrawals, telephone banking or interbank transfers via GIRO, as the case may be.

3.2 You are liable for all transactions made in relation to the Cashline account. You shall also be liable to pay such fees, interests and charges as are provided for in these Terms and Conditions in respect of any Cashline outstanding balance.

3.3 We shall set a credit limit in relation to your Cashline account. Unless we otherwise approve, you shall not carry out or allowed to be carried out any transaction which would result in the Cashline outstanding balance exceeding the credit limit.

3.4 We may choose to honour any Cashline cheque or permit or approve any transaction that would result in the credit limit being exceeded and/or allow the Cashline outstanding balance to exceed the credit limit. We may also refuse to honour any Cashline cheque or permit or approve any transaction that you wish to effect even though such Cashline cheque or transaction would not cause the credit limit to be exceeded. We will not be liable for any loss, damage, expense or cost incurred or suffered by you in connection with the honouring and dishonouring of such cheques or the approval and disapproval of such transactions.

3.5 We shall be entitled at any time, without prior notice to you, to vary the credit limit set in relation to the Cashline account and/or review, vary, supplement, suspend, withdraw and/or cancel any of the Facilities or Electronic Services or other services made available to you. You agree that we shall not be liable for any losses, damages, expenses or costs incurred or suffered by you in connection with such review, variation, supplement, suspension, withdrawal and/or cancellation.

#### **4. Deposits and Withdrawals**

4.1 Deposits and withdrawals in respect of the Cashline account shall be carried out in such manner as we may prescribe from time to time. Any reference to deposits in these Terms and Conditions shall include and apply to payments made to the Cashline account, where appropriate.

4.2 All withdrawals shall be carried out solely at our branches in Singapore or such other branch or place in Singapore or elsewhere as we may permit.

4.3 Any deposit howsoever made shall not be credited to your Cashline account or available for withdrawal (whether or not such deposit is shown as credited to the Cashline account) until we have received actual payment of the funds in respect of such deposit.

4.4 Any withdrawal or debit from the Cashline account shall be deemed as a drawing on the Cashline account and shall accordingly increase the Cashline outstanding balance except where there is a credit balance with clear funds reflected in the Cashline account, the withdrawal or debit shall first be drawn from such credit balance.

4.5 Without prejudice to clause 4.4 and any other provision of these Terms and Conditions, we shall be entitled, at our absolute discretion and without notice to you, to determine the order of priority in effecting your instructions for any withdrawal, debit, funds transfer and/or other existing direct debit or other arrangements (e.g. cheques and GIRO deductions etc.) you made with us on the specified transfer date.

4.6 Cash deposits which are not verified immediately are subject to a cash count by us. In the event that the amount on the deposit ticket or receipt ticket differs from that of our cash count, our cash count shall be final and conclusive.

4.7 We are not obliged to return any dishonoured or returned cheques to you. Without prejudice to the foregoing, in respect of any dishonoured or returned cheques or cheques which cannot be processed by us for any reason, we may return the same or the image return document in relating thereto in lieu [of the relevant cheques] by post to your principal place of business in Singapore or last address in Singapore in our records at your own risk and expense.

4.8 We shall be entitled to refuse to accept any cheque for collection or deposit. In receiving cheques for collection or deposit, we act only as collection agent and assume no responsibility for the payment of such cheques. Pending our receipt of payment of such cheques or our verification of any cash deposit, we shall be entitled not to permit you to withdraw such amount.

#### **5. Cashline Cheque/Chequebook**

5.1 We shall be entitled to dishonour any Cashline cheque:-

- i. bearing a signature which in our opinion is different from the specimen signature furnished to us or not signed in the authorized manner or not drawn in accordance with the signature requirements prevailing at the time of presentation; or
- ii. presented after more than 6 months have elapsed from the date of the Cashline cheque; or
- iii. being a cash cheque of which the word "bearer" has been cancelled; or
- iv. without a valid Cashline account specimen signature in our records.

5.2 Any alterations on Cashline cheques must be confirmed by your full and complete signature conforming to the specimen signature furnished to us. We shall be entitled to dishonour Cashline cheques where alterations are not so confirmed.



5.3 We shall not be liable for paying on any altered and/or forged Cashline cheques except where such alteration and/or forgery was not detected through negligence or wilful default on our part.

5.4 You may instruct us in writing or via any of the electronic means acceptable to us or made available by us from time to time for accessing Electronic Services specifying the date, number and amount of the Cashline cheque and the payee's name (if any) to stop payment of any Cashline cheque or to cancel any stop payment instructions. Unless and until we receive such instructions, we shall not be liable to you if in the meantime the Cashline cheque is honoured or dishonoured by us (as the case may be).

5.5 Any payment made by us against a Cashline cheque drawn on your Cashline account shall be debited to such Cashline account and shall accordingly increase the Cashline outstanding balance.

5.6 In event that there is no valid Cashline account specimen signature, we shall be entitled to use the specimen signature from any of the Deposits account(s) you hold with DBS Bank to honour the cheque. The same specimen signature shall be used for any future instructions you make on your Cashline account. DBS Bank shall not be liable to you for any losses arising from fraudulent activities if the Cashline cheque is cleared based on your specimen signature in any of your Deposits account(s) with DBS Bank.

5.7 We shall not be liable for any loss arising from any dishonor of the Cashline cheques for any reasons unless the dishonor is due to a gross negligence of DBS Bank.

## **6. Loss/Theft**

6.1 You must keep all Cashline cheques, Cashline chequebooks and Cards in a safe and secure place and ensure that any PIN is not disclosed to any third party. You must take all steps and precautions to prevent any forgery, fraud, loss or theft in respect of all Cashline cheques, Cashline chequebooks and Cards, including but not limited to not drawing Cashline cheques in a manner which facilitates forgery or fraud and complying with the terms and conditions stated in the Cashline chequebook.

6.2 If any Cashline cheque, Cashline chequebook and/or Card is lost, stolen, mislaid or used by any other person or your PIN is disclosed to or used by any unauthorised person, you shall immediately notify us by calling our Customer Service Hotline at 1800 111 1111 or in writing or through any other means as may be specified by us from time to time.

6.3 You shall remain liable and fully indemnify us for all losses and damages which may arise as a result of the loss, theft or unauthorised use of any Cashline cheque, Cashline chequebook and/or Card or disclosure of the PIN unless and until we receive the notification of such loss, theft, unauthorised use or disclosure.

6.4 You are required to assist us in any action we may take in respect of such loss, theft, unauthorised use or disclosure.

6.5 If any lost or stolen Cashline cheque, Cashline chequebook and/or Card is recovered by you, do not attempt to use them without first notifying our Customer Service Hotline or you may return them to us.

6.6 We shall be entitled to issue a replacement Cashline chequebook and/or Card upon such terms and conditions as we may consider fit or refuse to issue such replacement Cashline chequebook and/or Card.

## **7. GIRO**

7.1 You may use the GIRO facility or direct debit banking system which we may make available to you in connection with the Cashline account to transfer funds from and/or into the Cashline account and all instructions, and any variation or amendment of such instructions, to us for the transfer of funds from and/or into the Cashline account ("Direct Debit Instructions") shall be on our prescribed forms and/or in such other manner as we may from time to time permit. The transfer of funds under such facility or system will only take effect on such date as we may determine.

7.2 For the transfer of funds out of the Cashline account, we shall not be obliged in any way to ascertain whether or not such sum or any part thereof is payable (and whether by you or otherwise) to the intended recipient.

7.3 You may vary, amend, cancel or terminate your Direct Debit Instructions in respect of any funds transfer facility or arrangement by giving us not less than [1 month's] notice in writing before the next deduction or transfer date.

7.4 We shall be entitled at our discretion at any time to suspend all or any of your Direct Debit instructions or funds transfer facility or arrangement for such duration as we deem fit.

7.5 We will not be liable for any loss, damage, expense or cost, including indirect losses, suffered or incurred by you as a result of us suspending or terminating any or all of your Direct Debit Instructions or funds transfer facility or arrangement under these Terms and Conditions.

7.6 We may charge a handling fee for each Direct Debit Instructions or GIRO or direct debit or funds transfer transaction or facility or arrangement and we may debit the Cashline account accordingly, whether or not you have received notice of the same.

7.7 You shall indemnify us against any loss, damage, liability, cost and expense which we may incur or suffer (including legal costs on a full indemnity basis) as a result of or arising out of or in connection with us acting upon any instructions you may give in relation to any of your Direct Debit Instructions or funds transfer facility or arrangement provided that the said loss, damage, liability, cost and expense is not caused by our own gross negligence or wilful default.

## **8. Cashline Statement and Payment**

8.1 We shall send you a Cashline statement every month (standard cycle) or at such other intervals as we may determine from time to time.

8.2 You shall inspect and examine your Cashline statement and inform us in writing of any inaccurate entries, omission or irregularity in the Cashline statement. Unless we receive your written notice of any inaccurate entries, omission or irregularity within 10 Business Days from the date of the Cashline statement, the Cashline statement shall be conclusive and binding on you and we will be free from all claims in respect of any and every entry shown in the Cashline statement, except where (and only to the extent that) you have conclusively established in the Courts of Singapore that a manifest error has been made by us. Notwithstanding the foregoing, we shall be entitled at all times to correct any errors or omissions in such Cashline statements and to debit or credit your Cashline account, as the case may be.

8.3 Without prejudice to the other provisions of these Terms and Conditions, you shall pay us the entire outstanding balance or the monthly minimum payment amount specified in any Cashline statement by the payment due date specified in the relevant Cashline statement. The monthly minimum payment amount applicable is the higher of (i) the amount equal to 2.5% of the Cashline outstanding balance specified in your Cashline statement or (ii) S\$50/-. Any changes to the



monthly minimum payment amount from time to time shall be notified or announced by us in such manner as we consider fit.

8.4 In addition to the monthly minimum payment amount, you shall also pay us:-

8.4.1 the amount by which your Cashline outstanding balance exceeds your credit limit set by us from time to time; and

8.4.2 any outstanding balance due and unpaid under or pursuant to any previous Cashline statements specified in any Cashline statement by the payment due date specified in the relevant Cashline statement.

8.5 Payment(s) made to your Cashline account shall be applied to settle the billed outstanding balances attracting the highest interest first, in the order of interest, fees and followed by principal. We shall be entitled to apply and appropriate all payments and deposits received by us in such manner or order as we consider fit.

8.6 All payments due to us shall be made in Singapore Dollars, in full without any deduction or withholding (whether in respect of set-off, counterclaim, taxes, charges or otherwise).

8.7 Notwithstanding and without prejudice to any other provision of these Terms and Conditions or any other terms, all or any part of the Cashline outstanding balance is payable by you to us on demand.

## **9. Interest**

9.1 Unless otherwise specifically provided in writing by us, interest on the Facilities shall be calculated on a daily basis, subjected to a minimum interest charge of S\$10.00. All interest accrued on the Facilities must be paid by you to us without demand.

9.2 Normal interest on the Facilities shall be charged and payable at the Prevailing Interest Rate up to the date of full payment of the amounts due or the due date of such amounts, whichever is later, as well after as before any judgement obtained in respect thereof.

9.3 The "Prevailing Interest Rate" means an effective interest rate of either 20.5% or 29.8% per annum as per the Application Form agreed and signed by you, or 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.

9.4 If you fail to pay at least the minimum payment amount by the payment due date specified in the said Cashline account statement, the interest rate applicable to your Cashline account will be increased by an additional 8% p.a. on top of the Prevailing Interest Rate ("Increased Interest Rate"). Such Increased Interest Rate shall be applied to the outstanding balance in your Cashline account, as well as to the computation of finance charges in respect thereof, from the first working day after the date of the subsequent Cashline account statement following your next Cashline account statement.

9.5 The Increased Interest Rate will continue to be applied to your Cashline account unless and until the minimum payments for your Cashline account are made in full for three (3) consecutive months on or before their respective payment due dates as specified in your monthly Cashline statements, upon which the Increased Interest Rate shall be reinstated to the Prevailing Interest Rate with effect from the first working day after the next Cashline statement date.

9.6 All interests accrued on the Facilities must be paid by you to us without demand. We reserve the right to amend the additional interest rate of 8% p.a. to such other rate(s) as we may determine from time to time, as notified by us in such manner as we deem necessary.



## 10. Fees and Charges

In addition to the above, you shall also be responsible for the following fees and charges where applicable:-

10.1 Annual Fee - a non-refundable annual fee at such rate as we may determine, is payable annually in advance for each year or part thereof during which your Cashline account is subsisting.

10.2 Late Payment Fee - if any amount payable under these Terms and Conditions (including any interest under clause 1) is not paid when due, you shall be charged a late payment fee at such rate as we may determine, for each month or part thereof or such other amount as we may determine during which any such amount (or part thereof) is not paid.

10.3 Overlimit Fee - if the Cashline outstanding balance exceeds the credit limit at any time, you shall be charged an overlimit fee at such rate as we may determine.

10.4 Returned GIRO Fee - a handling fee at such rate as we may determine from time to time will be charged for each GIRO or direct debit transaction which is rejected or which cannot be processed for any reason whatsoever.

10.5 Service charge - a service charge or administrative fee of such amount and/or charged at such rate as we may prescribe from time to time, for any service provided by us (including, without limitation, sending you copies of past Cashline statements on request) or any action taken by us in carrying out any of your instructions or requests relating to the operation of your Cashline account, whether such services or actions are referred to or contemplated in these Terms and Conditions or otherwise. This service charge or administrative fee shall include all disbursements and expenses incurred in providing such service or taking such action. A schedule of fees and charges for our common services is available on request.

10.6 Other Fees and charges - all GST, legal fees, administrative fees and out-of-pocket expenses incurred by us in connection with the Facilities and the preparation, execution, registration of all other documents required by us (if any) in relation to the Facilities at such time deemed appropriate by us.

10.7 Legal Fees - all legal fees on a full indemnity basis and all other costs and disbursements in connection with demanding and enforcing payment of moneys due and owing to us under or in connection with the Facilities or any other matters relating to the Facilities or the Cashline account.

We may vary any of the above fees or charges or the basis on which the fees and charges are determined at any time but will, in most cases, give you at least 30 days' notice of the variation before such variation takes effect provided that the variation is within our control. The obligation to give you advance notice does not apply if variations are required in an emergency or where it is not practicable to give such advance notice.

Please refer to the "IMPORTANT INFORMATION TO NOTE" Section at the end of the DBS Cashline Terms and Conditions below for the list of Cashline fees and charges.

## 11. Prohibited Use

You shall not use the Facilities to pay the daily interest due or any other moneys owing in respect of any of the Facilities, any credit or charge cards issued by us or any other loans, advances, credit and banking facilities granted by us.

## 12. Right to Debit Accounts



We shall have the right at any time and without prior notice to you to debit your Cashline account or any of your accounts with us with all withdrawals, payments, transactions and moneys due and owing from you to us under or in connection with the Facilities and interest charges, fees, expenses, legal fees, normal bank charges, costs, expenses, GST and other taxes and levies, amounts overdue in respect of all moneys due and owing from you to us under or in connection with the Facilities. If such debiting causes your account to be overdrawn or further overdrawn, interest shall be payable on the amount overdrawn or further overdrawn at the Prescribed Rate and you shall be further liable to us for any monthly late payment fees in relation to such overdrawn or further overdrawn amount or such amount as may be specified by us from time to time.

### **13. RIGHT OF SET-OFF AND CONSOLIDATION**

In addition to any other rights which we may have, we shall be entitled at any time and without notice to you to combine or consolidate all or any of your accounts and liabilities with or to us (in Singapore or elsewhere) or setoff or transfer any sum(s) standing to the credit of one or more of such accounts in or towards the satisfaction of any of your liabilities to us on any other account(s) (in Singapore or elsewhere) or in any other respect whether such liabilities are actual or contingent, primary or collateral, several or joint, or such accounts are held by you singly or jointly with any other persons. If the credit balances on such accounts and the liabilities on any other accounts are not expressed in the same currency, we shall be entitled to effect any necessary conversions at our own rate of exchange then prevailing.

### **14. RULING-OFF OF ACCOUNT**

In addition and without prejudice to any other rights we may have, we may for any reason which we deem justifiable, open a new or separate account (hereinafter called the "new account") for you in our books and credit (notwithstanding any legal or equitable rule of presumption to the contrary) all or any payments made to us by you or on your behalf to the new account so that such payments shall not reduce the amount owing by you to us in relation to the Cashline account. For the avoidance of doubt, such new account shall be subject to our rights of set-off and consolidation under these Terms and Conditions or otherwise.

### **15. CLOSURE OF ACCOUNT**

15.1 You may close or suspend the Cashline account at any time by giving us written notice.

15.2 We may at any time:-

15.2.1 terminate our banking relationship with you, cancel all or any of the Facilities or Electronic Services made available to you and/or demand immediate repayment of all or any debts of any nature owed by you to us (including the whole or part of the Cashline outstanding balance) without notice and/or providing any reason;

15.2.2 without prejudice to the generality of clause 15.2.1, close the Cashline account and discharge all of our liabilities to you (if any) with respect to the Cashline account by giving you 7 days' notice in writing of such closure; or

15.2.3 suspend the Cashline account if the main account holder or joint account holder is under a Debt Consolidation Plan or Repayment Assistance Scheme Loan, without notice and/or providing any reason.

15.3 Where there is a cash balance equal or exceeding S\$5.00, or such other amount as we may determine from time to time and notified and announced by us in such manner as we may consider fit, ("the minimum amount") standing to the credit of the Cashline account at the time of the closure of the Cashline account, we shall return the credit balance by sending a draft or





cheque payable to your order to your address in Singapore in our records or through any other means as we may deem fit. The return of the credit balance by us through any means as we may deem fit shall constitute a full and final discharge of our liabilities to you (if any) with respect to the Cashline account, whether or not such amount is received by you. Where the cash balance is below the minimum amount, you agree to waive the return of the cash balance.

15.4 Upon the closure of the Cashline account (whether by you, us or otherwise), you shall promptly return any unused Cashline cheques and chequebooks to us or destroy them and shall not continue to effect transactions through the Cashline account in any way. Your obligations under these Terms and Conditions 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 the Cashline account) on the Cashline account shall become payable at once. Interest shall be payable on any outstanding balances which remain unpaid at the time of closure of the Cashline account at the Prescribed Rate up to the date of full payment of such outstanding balances as well after as before any judgement obtained in respect thereof. You shall be further liable to us for any monthly late payment fees in relation to such outstanding balances.

## **16. Confidentiality of Account**

16.1 By signing the account application form (which expression shall include any form to add you as a holder of the account) or any other form(s) or document(s) which signifies your agreement to be bound by these Terms and Conditions, you consent to us, our officials, employees, agents and any other persons who by reason of their capacity or office have access to our records, registers or any correspondence or material with regard to you or any of your accounts with us, to disclose any information relating to and any particulars of your accounts and affairs:-

- i. to any Participant or other person or organisation participating in the provision of electronic or, without limitation, other services in connection with banking services utilised by you, whether in Singapore or outside Singapore for the purpose of the operation of such services, including but not limited to investigating discrepancies, errors or claims;
- ii. to any person or organisation to whom we outsource certain functions or activities or who provide administrative, telecommunication, computer, payment, collection, security, clearing, credit reference or checking, or other services or facilities to us relating to operation of our business;
- iii. to the police or any public officer conducting an investigation in connection with any offence;
- iv. to credit or charge card companies in credit or debit or charge card enquiries;
- v. to our stationery printer, external printer, agent or storage or archival service provider (including but not limited to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storage, microfilming and/or filing personalised cheques, statements of accounts, passbooks, 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;
- vi. to any information gathering or processing organisation or department conducting survey(s) on our behalf;
- vii. (to the extent and for such purposes as any such information may be permitted to be disclosed under or pursuant to the Banking Act, Chapter 19 of Singapore) to any credit bureau recognised as such by the Monetary Authority of Singapore under or pursuant to the Banking Act of which we are a member or subscriber for information sharing services and (through any such credit bureau) to any fellow member or subscriber as may be so recognised by the Monetary Authority of Singapore;
- viii. to any person or organisation for the purpose of enabling us to conduct any credit checks on you and/or to obtain and verify any information relating to you or any of your account(s) with us;

- ix. to any person or organisation for the purpose of or in connection with the marketing or promotion of any services or products or investigating any complaint or dealing with any query relating to the marketing or promotion of any services or products;
- x. to any government agency or authority or tribunal or courts of the jurisdiction where any of our overseas branches is situated, 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;
- xi. to any person or organisation for the purpose of collecting and recovering for and on our behalf any sums of money owing to us from you;
- xii. to any of our related corporations (as such term is defined in the Companies Act, Chapter 50 of Singapore) for risk management purposes, for monitoring credit exposures across the DBS Group or the credit exposure of any DBS Group company to you and for cross-selling purposes. "DBS Group" means any of our subsidiaries, our holding company and any subsidiaries of our holding company; and
- xiii. Any person or organisation involved in the sending or delivering of any communication to your last known address on our records. For the purposes of this clause, communication shall include all forms of direct mailers and advertisements (including messages printed on envelopes with our name and logo); and
- xiv. to any person or third party in connection with any assignment or transfer, or proposed assignment or transfer, by us of any of the Facilities and/or the Cashline account or any of our rights and obligations under or relating to the Facilities and/or the Cashline account for any purposes connected with such assignment or transfer or proposed assignment or transfer.

Our authority to disclose such information shall survive the termination of these Terms and Conditions.

16.2 Our rights and abilities under this [clause 16] shall be in addition and without prejudice to our other rights of disclosure under and pursuant to the Banking Act, Chapter 19 of Singapore or any other statutory provisions and in law and nothing herein is to be construed as limiting any of those other rights.

## **17. Instructions by Telephone, Mail or Other Means**

17.1 In addition to any rights we have under these Terms and Conditions, we may as we see fit act on any instructions for withdrawal, closure or any other matter whatsoever relating to the operation of the Cashline account given or purportedly given by you by post or any other medium of communication, including via facsimile transmission or telephone.

17.2 Where we agree to act on instruction given by you via a medium of communication other than post, you must indemnify us from and against any loss which we may incur as a result of acting on such instructions in accordance with these Terms and Conditions. You also agree that we will not be liable to you for any loss that you may incur as a result of our acting on such instructions.

17.3 In the case of telephone [or facsimile] instructions from you:-

- i. we may but are not obliged to accept, rely on and act in accordance with such instructions given by you or any person purporting to be you;
- ii. we may require that instructions be confirmed in such manner as we may specify from time to time and we may in our discretion and without notice refuse to act on any such instructions until we receive such confirmation satisfactory to us;

- iii. we may require you to give written instructions (and any other documentary evidence of authority) in the case where the proceeds of any transactions or any funds in the account are to be credited or remitted to any account not in your name or to another bank account;
- iv. we may ask questions about you and about particulars of your Cashline account to verify your identity;
- v. you consent to us recording your telephone conversations with us to provide evidence of instructions and other verbal communications and agree to be bound by such recording and that we may at any time in your discretion erase such recordings; and
- vi. we may refuse to act on any instructions given by you if such instructions are inconsistent with any applicable law, rule or other regulatory requirement.

17.4 We may send any notices, Cashline 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, statements and notices sent by facsimile and SMS shall be considered to have been sent and received by you on the same day. Communication, statements 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.

#### 17.5 Electronic Signature Instruction Service

17.5.1 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.

17.5.2 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").

17.5.3 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".

17.5.4 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.

17.5.5 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.

17.5.6 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).

17.5.7 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.

17.5.8 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.

## **18. Information**

18.1 You are required to supply to us immediately upon request all statements, information, materials and explanations (except information of a proprietary nature) regarding your operations and finances as may be reasonably required by us from time to time.

18.2 You authorise us and give us consent to conduct credit checks on you (including but not limited to checks with any credit bureau recognized as such by the Monetary Authority of Singapore) and/or obtain and verify any information relating to you and/or any of your account(s) with us from or with any other person or organisation from time to time and without notice and liability to you. This authorisation shall survive the termination of the Facilities, the Cashline account and these Terms and Conditions.

## **19. Change of Signature, Address or Other Particulars**

19.1 You are required to promptly notify us in writing of any variation in your signature, the authorised manner of signing or the signature requirements in respect of Cashline cheques and the operation of the Cashline account, and any change in your address or other relevant particulars. We shall be entitled a period of not less than 14 Business Days after receipt of your notice to process and update the change(s).

19.2 Any change in your address to a post office box address or an address outside of Singapore will not be accepted or processed by us.

## **20. Statement of Indebtedness**

A statement or certificate signed by any of our authorised officers as to the moneys and liabilities for the time being due to or incurred by us shall, except for clerical mistakes appearing on the face of the statement or certificate, be final and conclusive and be binding on you.

## **21. Notices**

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.

## **22. Amendment to Terms and Conditions**

22.1 We may vary any of these Terms and Conditions at any time but will, in most instances, give you at least 30 days' notice of any variation which relates to fees and charges and your liabilities and obligations before such variation takes effect. We will inform you of other variations in advance. The obligation to give you advance notice does not apply if variations are required in an emergency or where it is not practicable to give such advance notice.

22.2 All variations shall take effect and bind you from the date specified in our notice. The advance notice may be given to you by exhibiting the variations or a set of the revised Terms and Conditions at our branches or via publication through any media. Upon such exhibition or publication, you shall be deemed to have notice of such variations or amended Terms and Conditions.

22.3 If you do not accept any variation to these Terms and Conditions, you shall immediately cease to operate and close the Cashline account. If you continue to operate the Cashline account after such notification, you shall be deemed to have agreed to the variation without reservation.

## **23. Indulgence of Bank**

Notwithstanding that we may have delayed or failed or omitted to exercise any right, power, privilege, claim or remedy available to us upon any default by you or that we may have accepted payment for any moneys outstanding under the Facilities after such default, we shall not be held to have waived or condoned or acquiesced in such default and may at any time exercise all or any of the remedies available to us. Any delay or indulgence on our part in taking steps to enforce any rights or remedies conferred on or available to us shall not be held to prejudice or be a waiver of our rights of action in respect thereof.

## **24. Government Charges**

You shall be responsible for all government taxes (including GST) and charges imposed on or payable in respect of any sums payable to us or otherwise relating to the Facilities, and you shall pay to us the amount of any such taxes and charges (or such part thereof which the law does not prohibit us from collecting from you) on or before the time when such taxes or charges become due under law, in addition to all other sums payable to us in relation to the Facilities, and you shall indemnify us against payment of such taxes and charges.

## **25. Exclusion of Liability and Indemnity**

25.1 We shall not be responsible for or liable to you for any loss or damage (including any indirect or consequential loss) which may be suffered by you or any other person in any way in relation to any services provided pursuant to these Terms and Conditions or transaction contemplated under these Terms and Conditions, howsoever caused, except for any such loss or damage which is due to our gross negligence or willful default.

25.2 You shall indemnify us against any loss, damage, liability, cost and expense which we may incur or suffer (including legal costs on a full indemnity basis) as a result of or arising out of or in connection with the provision or maintenance of the Cashline account, the Facilities or the Electronic Services or in relation to these Terms and Conditions or any change in any law, regulation or official directive which has an effect on the provision or maintenance of the Cashline account, the Facilities, the Electronic Services or these Terms and Conditions Provided That the said loss, damage, liability, cost and expense is not caused by our own gross negligence or willful default.

## 26. Assignment

26.1 We may assign or transfer to any third party (including, without limitation, to any other corporation within the DBS Group) any of our rights benefits and obligations under the Facilities granted to you and/or the Cashline account without your consent or the need to provide you with any prior notice of such assignment or transfer and you irrevocably consent to any such assignment or transfer by us.

26.2 You may not assign, transfer or otherwise dispose of any of your rights, benefits or obligations under the Facilities and/or the Cashline account.

## 27. Severability

If any of the provisions in these Terms and Conditions are changed by applicable law or declared invalid, unlawful or unenforceable in any respect by order of a court or under any law, the validity, legality and enforceability of the remaining provisions in these Terms and Conditions will not be affected but these Terms and Conditions will be interpreted as if the invalid, unlawful or unenforceable provision had never been contained in these Terms and Conditions.

## 28. Contracts (Rights of Third Parties) Act (Chapter 53B)

Unless expressly provided to the contrary in these Terms and Conditions, a person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or enjoy the benefit of any term in these Terms and Conditions. Notwithstanding any term in these Terms and Conditions, the consent of any third party is not required to vary (including to release or compromise any liability) or terminate any of these Terms and Conditions.

## 29. Compliance with Tax Requirements

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

## 30. Governing Law

These Terms and Conditions and all matters relating to the Facilities and/or the Cashline account are governed by the laws of Singapore and you agree to submit to the non-exclusive jurisdiction of the Courts in Singapore.

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### IMPORTANT INFORMATION TO NOTE

#### Fees

- (a) Annual Fee
- (b) Late Payment Fee
- (c) Overlimit Fee
- (d) Returned Cheque Fee
- (e) Stop Cheque Fee
- (f) Request for Past Statement beyond current 6 months
- (g) Returned GIRO/Standing Instruction
- (h) Replacement of ATM card
- (i) Minimum Interest Charge

#### Charges

- S\$100
- S\$105
- S\$40
- S\$40 per cheque
- S\$30 per cheque
- S\$20 each
- S\$20
- S\$5
- S\$10