



TERMS AND CONDITIONS GOVERNING THE USE OF ONLINE APPLICATION FOR DBS PRODUCTS AND SERVICES

DBS Bank Ltd. provides you with this online application facility and other platforms or channels through which you may deal with us in connection with your application and the provision of our banking products and services ("**Facility**") to assist and facilitate the obtaining of banking products and services with us at your convenience online.

In these Terms and Conditions Governing The Use of Online Application For DBS Products and Services ("**Terms**"), "**we**", "**our**" or "**us**" refer to DBS Bank Ltd. and any of our subsidiaries and affiliates who provide you with services pursuant to these Terms. "**You**" or "**your**" refer to the organisation who intends to apply for and obtain banking products and services from us using this Facility.

By indicating your agreement to proceed by clicking the relevant button on our website or otherwise proceeding to use this Facility, you confirm that you are duly authorised to indicate your acceptance of and agreement to be bound by these Terms.

These Terms govern the use of this Facility and our prevailing terms and conditions governing the use of our products and/or services will apply once we accept your application. Our prevailing terms and conditions governing the use of our banking products and services are available at www.dbs.com.sg.

1. Use of Facility

- 1.1. In order to use this Facility, you will need: (a) a personal computer or other device with access to the Internet; (b) a web browser which is capable of supporting 128-bit SSL encryption; (c) a valid email address to which we can send communications relating to the use of this Facility; (d) a valid mobile number to which we can send one-time passwords to allow your user to log in and retrieve a partially filled-out application form and other communications relating to the use of this Facility; and (e) any other requirements that we may notify to you from time to time. We will not be responsible for your failure or inability to use this Facility if your system or other facilities do not satisfy the foregoing requirements.
- 1.2. You must ensure that only persons with proper and valid authority (within any limits set by you) send or transmit, or authorise the sending or transmission of, an application, information or documents to us via this Facility ("**Users**"). You are responsible for the accuracy, adequacy and completeness of all information and documents submitted to us. We shall be entitled to treat any request or application received as being properly authorised by you and binding upon you, even if made fraudulently, and we are not required to further investigate or enquire the authenticity or authority of your Users.
- 1.3. You agree that any application signed, executed or accepted by you or your Users using electronic signatures, digital credentials or other electronic means ("**Electronic Execution**") shall be deemed to be duly signed, executed or accepted by you and we may rely on such Electronic Execution. You further confirm that (a) your use of Electronic Execution is recognized by applicable law; (b)



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your use of Electronic Execution does not violate, breach or conflict with or constitute a default under any law, regulation, rule, judgment, contract or other instrument binding on you, your Users or your constitutional documents; (c) any document or agreement signed, executed or accepted using Electronic Execution is legally valid, binding and enforceable against you.

- 1.4. You acknowledge and agree that we have no obligation to process an application received through the use of this Facility. We may elect not to process such an application for any number of reasons, for instance if we have reason to suspect that there is any error, fraud or forgery, or if we are of the view that the application is inaccurate or incomplete. We may, but are not obliged to, notify you in respect of the status of the application or inform you of the reason(s) if we decide not to process the application. We may at our discretion request for additional information, documents or verification from you and may treat the application as being withdrawn if such request is not met in a timely fashion.
- 1.5. Any information or documents provided to you in connection with your application or our banking products and services may be subject to time lags, delays or may be intercepted or loss and we do not guarantee the timeliness, completeness, accuracy or security of such information or documents. Further, we do not warrant the accuracy, availability, reliability or completeness of any information or documents provided to you and will not be liable to you or anyone else for any decision made or action taken by you in reliance on such information.
- 1.6. The use of this Facility does not guarantee the successful outcome of the application or the grant of our banking products or services in any way.

2. Security

- 2.1. You are responsible for the safe-keeping and use of any security code, security mechanism or log-in credentials ("**Security Code**") issued or made available to you or your Users. You must ensure that any Security Code is kept secret and used only in connection with your dealings with us. We shall not be liable to you for any loss, damage, cost or expenses suffered by you as a result of our dispatch of the Security Code or the loss or unauthorised use of any Security Code.
- 2.2. You acknowledge that the information or documents exchanged via the Facility is only encrypted and secured upon transmission to us, and agree that the Facility uses commercially reasonable security procedures to: (a) verify that such information originate from you or your Users; (b) verify that such information is not altered during transmission to us; and (c) indicate your intention in respect of the application submitted, and that such security procedures are as reliable as appropriate for the purposes for which the Facility is used.



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2.3. We are not liable to you if any transmission is delayed, lost or otherwise fails to reach us, or if the information set out within the application is modified, intercepted or otherwise accessed by a third party during the process of transmission.

3. Privacy and Disclosure

3.1. You may provide personal data to us (including without limitation personal data of your office holder, employee, shareholder and beneficial owner) in connection with you establishing and maintaining your relationship with us. When providing any personal data to us, you confirm that you are lawfully providing the data for us to use and disclose for the purposes of: (a) providing products or services to you; (b) meeting the operational, administrative and risk management requirements of DBS Group; (c) complying with any requirement, as DBS Group reasonably deems necessary, under any law or of any court, government authority or regulator; and (d) using and disclosing such personal data in accordance with the DBS Privacy Policy (available at www.dbs.com/privacy) as may be amended, supplemented and/or substituted from time to time. For the purpose of this clause 3, “**DBS Group**” means DBS Group Holdings Ltd and its affiliates.

3.2. You consent to us disclosing any information or documents provided to us via the Facility to: (a) any entity of the DBS Group; and (b) any person in connection with our assessment of your application or provision of the banking products or services to you, including without limitation guarantors or security providers (proposed or otherwise), your related entities, your shareholders or any entity, government agency, department or authority involved in or participating in the grant of banking products or services to you.

4. Disclaimer of Warranties

4.1. This Facility is provided "as is" and, to the maximum extent permitted under applicable law, all representations, warranties, conditions and other terms implied by statute, common law or otherwise in respect of this Facility are excluded from these Terms.

4.2. Although we will put in place reasonable safeguards, we do not warrant that the Facility will be provided uninterrupted, free from any errors, computer virus or other malicious, destructive or corrupting code, or that any defect will be corrected.

4.3. We do not provide any guarantee in respect of the availability of this Facility and we may at our discretion modify, remove, suspend or discontinue the provision of this Facility, in whole or in part, at any time without giving notice and/or reasons.



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4.4. For your convenience, we may provide links to other third-party websites, facilities or applications (“**Third Party Applications**”) that are owned or operated by third parties. The Third Party Applications are not under our control and we accept no responsibility or liability for the contents of or the consequence of using or accessing such Third Party Application. Further, by providing such links, this shall not be construed as our endorsement or verification of such Third Party Applications and you agree that your access to and/or use of such Third Party Applications is at your own risk and subject to the terms and conditions of access or use of such Third Party Applications.

4.5. You acknowledge and agree that we may incorporate information provided by other service providers, government agencies or bodies in the application to be submitted via this Facility. We do not provide any representation or warranties or assume any responsibility for the accuracy, reliability or completeness of such information. You should notify us if any of the information incorporated into your application is inaccurate.

5. **Limitation of Liabilities**

5.1. You acknowledge that there are risks associated with the use of the Facility, including security, corruption, transmission or data errors, loss, leaks or delays and availability risks (including that of associated telecommunication infrastructure such as Internet, email and mobile messaging services). Information or documents exchanged via the Facility may be altered, intercepted, hacked, tampered, manipulated or corrupted and are subject to risk of fraud, loss of confidentiality, manipulation or alteration. You agree, to the maximum extent permitted under applicable law, to assume such risks.

5.2. You shall fully indemnify us and hold us harmless against all losses, damages, costs or expenses that may be incurred by us arising from or in connection with your breach of or failure to keep to these Terms.

5.3. To the maximum extent permitted under applicable law, you acknowledge and agree that we are not liable to you for any losses, damages, costs or expenses which you or any other person may suffer or incur as a result of (a) you or any person acting on or relying on any information or documents provided to you via the Facility; or (b) us exercising or purporting to exercise any of our rights under these Terms.

5.4. You further agree that we shall not be liable for (a) any indirect, consequential, special or punitive loss or damage arising from the provision of this Facility, whether arising based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise; or (b) any loss of



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revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment including software.

- 5.5. We can act in compliance with any legal or regulatory obligation imposed on us, or any order of court, judgment or arbitral award served upon us without notifying you or seeking your approval. We may act pursuant to the advice of counsel with respect to any matter relating to these Terms. To the maximum extent permitted under applicable law, we are not liable for any action taken or omitted pursuant to this clause.

6. Miscellaneous

- 6.1. These Terms are governed by the laws of Singapore. All dispute arising from or pursuant to these Terms shall be resolved before the courts of Singapore, and you agree to submit to the jurisdiction of such courts.
- 6.2. Unless otherwise provided, a person who is not party to these Terms, will not have any rights to enjoy or enforce these Terms under the Contracts (Rights of Third Parties) Act (Chapter 53B).
- 6.3. In these Terms, any reference to a person includes a reference to partnerships, companies, associations or other bodies of persons, incorporated or otherwise, and to such person's successors, assigns, transferees or other persons authorised to take over such person's legal rights.
- 6.4. If any provision of these Terms is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed without affecting the validity of the other provisions.
- 6.5. No forbearance, delay or indulgence by us in enforcing these Terms shall prejudice or restrict our rights. No waiver of our rights shall operate as a waiver of any subsequent breach, and no right, power or remedy herein conferred upon or reserved for us is exclusive of any other right, power or remedy available to us.
- 6.6. We may at any time amend these Terms upon reasonable notice to you. Such notice may be sent via email, posted on our website or the Facility or published in any media that we deem appropriate. You are deemed to agree to such amendments if you continue to use this Facility after the effective date of such amendments.