

DBS Debit Card Agreement

1 About This Agreement

- 1.1 This document sets out the terms and conditions that apply when you use your Card issued by us, where such Card is linked to a designated Account.
- 1.2 You accept the terms of the Agreement when you retain or use the Card. If you do not agree to these terms, you should not activate the Card.
- 1.3 We may amend, supplement, delete and/or revise any part of this Agreement at any time with notice, and such changes shall take effect on the date specified in the notice. Should you retain or use the Card after the specified date, you shall be deemed to have accepted such changes.
- 1.4 This Agreement is governed by Singapore law and you agree to submit to the non-exclusive jurisdiction of the Singapore courts.

2 What we mean by

- 2.1 **"Account"** means any account that you may have with us singly or jointly with any other person(s) and includes savings and current accounts and such other accounts that we may introduce from time to time.
- 2.2 **"Agreement", "Debit Card Terms" or "Debit Card Agreement"** means these terms, application forms, pricing guides and any other document forming our banking agreement, including our Terms and Conditions Governing Accounts, Terms and Conditions Governing Electronic Services, DBS Terms and Conditions for Digital Wallet, and DBS Privacy Policy, as may be amended or supplemented from time to time.
- 2.3 **"Authority"** means any government, quasi government, administrative, regulatory or supervisory body or authority, court or tribunal with jurisdiction over us or a member of the DBS Group.
- 2.4 **"ATM"** means an automated teller machine or card operated machine or device whether belonging to us, the Mastercard Global ATM Network or any other similar international network which we are a member of or may participate in.
- 2.5 **"ATM Limit"** means the specified daily limit that we prescribe for your withdrawal of cash from your Account at the ATM, as we may revise from time to time without notice.
- 2.6 **"Card"** means any DBS/POSB debit card we issue, and which is linked to a designated Account.
- 2.7 **"Card-Not-Present Transaction"** means a transaction made in a merchant environment where neither you nor the Card is physically present at the time of use, and includes but is not limited to, internet-based transactions, mail and/or telephone orders, reservations or recurring payments.
- 2.8 **"Card Association"** means each of Visa International, Mastercard International and UnionPay International, or such other Card network or association which we may work with from time to time to facilitate your use of the Card.
- 2.9 **"PIN"** means a personal identification number we issue to you for the purposes of operating the Account with the Card.
- 2.10 **"Point of Sale Transaction"** means a transaction carried out at a merchant's point of sale terminal.
- 2.11 **"Spending Limit"** means the specified daily limit that we prescribe for your spending in Singapore Dollar on your Account, as we may revise from time to time without notice.

- 2.12 **“use”, “using” or “use of”** the Card means the use of the physical Card, or any particulars or details of the Card, and includes but is not limited, to the Card number, Account number and expiry date of the Card.
- 2.13 **“we”, “our”, “us” or “Bank”** means DBS Bank Ltd, its successors and assigns.
- 2.14 **“you”, “your” and “Cardholder”** means the person named on the Card, and the individual in whose name the Account is maintained and includes any successor or personal representative.
- 2.15 Any reference to **“currency”** refers to the lawful currency for the time being of the relevant country or recognised monetary union.
- 2.16 Any reference to **“law”** includes any statute, common law, principles of equity, order, regulation, rule, official directive, request, guideline, sanction, embargo or restrictive measure (whether or not having the force of law) of any Authority, any agreement with the Authority, and any interpretation, application, replacement, amendment or enforcement of such law.
- 2.17 Unless the context otherwise requires, a gender includes all genders and words denoting the singular will include the plural and vice versa.
- 2.18 Unless a contrary indication appears, a reference to a party or a person will be construed as including its subsequent successors in title, permitted transferees and assigns, in each case in accordance with their respective interests. These terms are binding on and enforceable against your heirs, personal representatives, administrators, executors and successors in title.
- 2.19 If there is any inconsistency between these terms and any other specific provision governing any other banking product or service, the specific terms prevail to the extent of such inconsistency.

3 Your Card

Issuance of the Card and PIN

- 3.1 Once we approve your Card application, we will send the Card (and any renewal or replacement Card) to your address registered in our records.
- 3.2 We will mail the PIN to you separately if you apply for the Card via non-online channels. For online Card applications, you will adopt the PIN you keyed in during the application process. You shall keep your Card securely and ensure that your PIN is not disclosed to any other person.
- 3.3 We are not liable to you for any loss or damage which you may suffer if you fail to receive the Card and/or the PIN.

Activating the Card

- 3.4 You must comply with our activation procedures, as may be amended and notified to you from time to time.

Use of Card

- 3.5 You may use your Card to make authorised transactions, including ATM and Card-Not-Present Transactions, and/or use or access other electronic services. The Card will be linked to a designated Account, the terms of use of which will also be governed by the Terms and Conditions Governing Accounts.
- 3.6 You agree not to use your Card for any unlawful purpose, including the purchase of any goods and/or services that is or may be illegal or prohibited by law. You also agree not to use the Card to pay debts incurred from online gambling, wagering, betting or other unlawful activities.
- 3.7 We may refuse to authorise any transaction that you wish to effect, without assigning any reason.
- 3.8 We may determine at our sole discretion the facilities that you may utilise with your PIN, and we may modify any such facilities should we decide to.

Additional services

- 3.9 We may (but shall not be obliged to) provide additional services in connection with the use of your Card, on such additional terms and conditions that we may prescribe on our website or notify you from time to time. We may withdraw or change these additional services from time to time without notifying you. You are deemed to have accepted the terms and conditions governing these additional services if you apply for or use such services.
- 3.10 We may forfeit, cancel or debit from any Card, any cashback, rebates, reward points or benefits accorded to you as part of our rewards or redemption programme and/or take any measure as we deem fit to recover any loss, if you breach any obligation to us (including payment obligations), fail to use your Card or Account in a proper or satisfactory manner, and/or we determine that the basis for our award of such reward points or benefits is not true, accurate or valid.

Contactless payments

- 3.11 If the contactless payment facility is available on your Card, you may make payment transactions subject to such applicable limits or conditions which we (or a merchant offering goods and services to you) may specify from time to time by tapping the Card at a contactless reader or terminal. You may also provision the Card in a digital wallet on your device and tap the said device at a contactless reader or terminal. Your use of the contactless payment facility, a digital wallet or our electronic service shall be subject to the DBS Terms and Conditions for Digital Wallet and/or Terms and Conditions Governing Electronic Services.
- 3.12 We may process contactless payment transactions and/or debit your Account without requiring:
- (a) the Card to be swiped at a magnetic strip reader;
 - (b) the Card's chip to be read by a chip terminal; or
 - (c) your signature or PIN to authorise the transaction.
- 3.13 In using or retaining your Card, whether for physical card payments, contactless transactions or otherwise, you acknowledge the ease of which unauthorised contactless transactions may occur or be carried out, and you agree to be responsible for the use of your Card at all times and shall be and remain liable for all contactless transactions incurred on the Card (whether authorised by you or not).

Spending Limit

- 3.14 We may prescribe a Spending Limit on all Point of Sale transactions and/or Card-Not-Present transactions, and different Spending Limits may apply for signature-based transactions, PIN-based transactions and Card-Not-Present transactions.
- 3.15 If your Card is linked to a Multi-Currency Account, the Spending Limit will apply to your spending in both Singapore Dollar and foreign currency available in the Multi-Currency Account. Where foreign currency spending is involved, the prevailing exchange rate on the day of spending will apply, and the Spending Limit shall be determined by the Singapore Dollar equivalent of such foreign currency spending, and any Singapore Dollar spending.

Charges not to exceed Spending Limit

- 3.16 You may carry out a Card transaction only if there is sufficient balance in your Account and the total charges incurred shall not exceed the Spending Limit. You shall not carry out or attempt to carry out any Card transaction that would result in your Spending Limit being exceeded.
- 3.17 If the Card is linked to a Multi-Currency Account, you may carry out a Card transaction denominated in a specific foreign currency only where there is sufficient balance in that foreign currency. Otherwise, we will authorise the Card transaction in Singapore Dollar. Where there is insufficient balance in Singapore Dollar, we will decline the Card transaction.

Exceeding Spending Limit

- 3.18 We may (but shall not be obliged to) approve, authorise or allow any Card transaction to be carried out even if such Card transaction would result in your Account being overdrawn and/or your Spending Limit being exceeded. We have the sole discretion to determine whether your Spending Limit has been exceeded, and our decision shall be conclusive and binding on you.

ATM Limit

- 3.19 We may prescribe an ATM Limit on all cash withdrawals at the ATM, and you are not allowed to withdraw any cash from the ATM beyond such prescribed limit or the available balance in your Account.
- 3.20 If your Card is linked to a Multi-Currency Account, the ATM Limit will apply to cash withdrawals at the ATM in both Singapore Dollar and foreign currency available in the Multi-Currency Account. Where foreign currency withdrawal is involved, the prevailing exchange rate on the date of cash withdrawal will apply, and the ATM Limit shall be determined by the Singapore Dollar equivalent of such foreign currency withdrawal, and any Singapore Dollar withdrawal.

Hold on Card and/or Account

- 3.21 We may set aside or place a hold on your Card and/or Account in respect of any transaction on the day such transaction is presented to us for payment or on the day we receive notice of such transaction. Such an amount set aside or held is only an estimated sum of the actual transaction and may not be identical to the actual transaction. You may not stop payment on such transaction nor use any sum set aside or held by us. Where applicable, we may set aside or hold such sums for up to 10 days after which we shall debit your Card and/or Account for the full amount of the actual transaction. Where your Card is allowed by us to be tagged to a Multi-Currency Account permitted for use in any and/or all foreign currency funds in the Multi-Currency Account, this amount held may be held in foreign currency or Singapore Dollar, depending on the Card transaction.

4 Operating Your Account

Overdrawn Account

- 4.1 We may allow your Account to be overdrawn at our sole discretion. However, we may charge and debit from your Account, an overdraft fee based on the amount of the overdrawn balance existing at any time on your Account, and you shall pay us such overdrawn amount and fee on demand.

Joint Account

- 4.2 Where an Account is held in joint names and may be operated by any Account holder singly, we may issue the Card to any Account holder on request. All the joint Account holders shall be jointly and severally liable for the use of any Card linked to the joint Account.

Multi-Currency Account

- 4.3 We may allow your Card to be linked to a Multi-Currency Account and used for any and/or all foreign currency funds in the Multi-Currency Account at our sole discretion. If your Card is linked to a Multi-Currency Account, and such Account is closed for any reason, we will also terminate the Card.

5 Fees and charges

- 5.1 We may charge and debit from your Account from time to time, all fees and charges applicable to your Card and/or Account, including but not limited to, service fee for the maintenance of your Card and/or Account and/or in relation to any other service request, administrative fee for replacement and/or production of documents, cancellation fee in connection with any reversal of service request or non-fulfilment of merchant reservations, transaction fee for foreign currency transactions and transactions processed outside Singapore and/or ATM cash withdrawals, and/or goods and services tax imposed on or payable in respect of any goods and services. We reserve the right to debit such fees and charges from your Account even if such debiting results in your Account being overdrawn. You may refer to DBS Debit Card Fees & Charges (or such other page as we may notify you) for specific fees and charges.
- 5.2 We have the sole discretion to supplement, revise or waive any applicable fees and charges payable under this Agreement, without notice or reason. We may notify you of such changes which shall take effect on the date specified in the notice. Should you retain or use the Card and/or Account after the specified date, you shall be deemed to have accepted such changes.

Reversal of entries

- 5.3 Without prejudice to the foregoing, we may also debit your Account with the corresponding amount (or such other amount as we may notify you) to (i) rectify any error in payment or record, whether arising from the reversal of any Card transaction posted on your Card or otherwise in relation to your Card use, and/or (ii) recover any loss arising from our payment on your behalf, in relation to your use of electronic or other services offered by us from time to time. Further and/or in the alternative, we may also dishonour or return any cheque or other instrument issued, and/or reverse any payment instruction if there is insufficient balance in your Account.

Transaction in foreign currencies and transactions processed outside Singapore

- 5.4 For foreign currency transactions and transactions processed outside Singapore, different practices may apply, and you may refer to [DBS Debit Card Fees & Charges](#) regarding the conversion of Card transactions from foreign currencies to Singapore Dollar. All conversions shall be based on prevailing wholesale interbank rates or the government mandated rate, as may be determined by the Card Associations. You agree, acknowledge and accept all risks and charges involved in making such foreign currency transactions, whether arising from differing conversion rates and practices, or otherwise from market fluctuations.
- 5.5 The final amount in Singapore Dollar will reflect applicable fees and charges, including but not limited to, those transaction fees set out. You may refer to [DBS Debit Card Fees & Charges](#) (or such other page as we may notify you) for specific fees and charges.

Foreign currency transactions

- 5.6 All Card transactions in foreign currency (including refunds and reversals) shall be subject to additional fees and charges imposed by the Card Associations, including a conversion factor applied on the converted amount, which may differ from one Card Association to the other. In addition, we will also charge and debit from your Account, an administrative fee for services in relation to such foreign currency transaction.

Dynamic currency conversion

- 5.7 Selected overseas merchants and websites provide an option for dynamic currency conversion, which converts foreign currency transactions into Singapore Dollar. Different practices may apply, and you shall refer to the relevant merchant or dynamic currency conversion service provider for their prevailing practices and applicable exchange rates. In addition, we will also charge and debit from your Account, an administrative fee for services in relation to such dynamic currency conversion (including refunds and reversals), including any fee chargeable by the Card Association.

Singapore dollar transactions processed outside Singapore

- 5.8 For all Card transactions processed outside Singapore (including refunds and reversals), an administrative fee may also apply for payments in Singapore Dollar, even if no currency conversion is required. We will charge and debit from your Account, an administrative fee for services in relation to such transaction processing outside Singapore, including any fee chargeable by the Card Association. This includes any Card transaction on overseas-based websites and mobile application; for example, where (i) a local merchant processes its payments overseas, or (ii) a merchant is registered by its acquiring bank as having been acquired overseas, even though such merchant may be located in Singapore.

Cash withdrawals at overseas ATMs

- 5.9 All cash withdrawals from ATMs outside Singapore shall be subject to additional fees and charges imposed by the Card Associations, including a conversion factor applied on the converted amount, which may differ from one Card Association to the other. In addition, we will also charge and debit from your Account, an administrative fee for services in relation to such cash withdrawals outside Singapore, including any administrative fee and service charges applicable at selected ATMs.

6 Your liabilities

- 6.1 You shall pay us, on demand, any liabilities outstanding and owing to us, including but not limited to, all fees and charges debited from your Card and/or Account in accordance with this Agreement, or any other agreement between you (whether singly or jointly with any other person) and us.
- 6.2 You shall be liable for all Card transactions, whether authorised or otherwise incurred on your Card, save that your liability for unauthorised transactions incurred on your Card shall be capped at S\$100 in the event of a reported loss or theft of your Card, or any unauthorised disclosure of your Card details, provided that:
- (a) you notify us of such loss, theft or unauthorised disclosure promptly and without any delay on your part;
 - (b) you assist us, to the best of your endeavours, in the recovery of any unauthorised charges on the Card;
 - (c) you make a formal police report upon the occurrence of such an event, and furnish us with the police report and a written confirmation of such loss, theft or unauthorised disclosure and any other information which we may require; and
 - (d) we are satisfied that such loss, theft or unauthorised disclosure did not arise out of or in relation to your negligence or default.
- 6.3 You shall not be liable for any unauthorised transaction carried out on your Card after we have been notified of such loss, theft or unauthorised disclosure and blocked the Card.
- 6.4 We have the sole discretion to issue a replacement PIN and/or Card and may charge a replacement fee.

Non-acceptance of Card

- 6.5 You agree that we are not liable for any non-acceptance of Card under any circumstance, including but not limited to:
- (a) your Card or PIN being rejected by a merchant or any terminal used to process Card transactions;
 - (b) our refusal to authorise any Card transaction for any reason;
 - (c) any malfunction, defect or error in any terminal used to process Card transactions, or other machines or systems of authorisation, whether belonging to or operated by us or other persons;
 - (d) any delay or inability on our part to perform any of our obligations under this Agreement for any reason, including any electronic, mechanical, system, data processing or telecommunication defect or failure, act of God, civil disturbance or any event outside our control or the control of any of our servants, agents or contractors or any fraud or forgery; or
 - (e) any damage to, loss of or inability to retrieve, any data or information that may be stored in your Card, or any microchip, circuit or device in your Card, except where (and only to the extent that) you have conclusively established in the courts of Singapore that the aforesaid has occurred solely owing to manifest error, gross negligence or willful default on our part.

Problems with goods and services

- 6.6 We do not act as agent for any merchant of the goods and/or services purchased by you using your Card. You agree that we are not liable in any way should you encounter any problems with the goods and services that you purchased with your Card. Notwithstanding the non-delivery, non-performance or defects in any such goods and services, we shall be entitled to debit the full amount of such goods and services from your Card and/or Account.
- 6.7 You acknowledge and agree that we are not responsible for any benefits, discounts or programmes of or offered by any merchant, and we make no representation as to the quality, provision, or performance of any such goods or services. You agree to resolve any complaints about the goods and/or services with the merchant directly, without referring to us.

Card-Not-Present Transactions

- 6.8 We have the sole discretion to approve or authorise any Card-Not-Present Transaction without notice, in which event you shall be liable for all Card-Not-Present Transactions made on your Card for any reason. You agree that we will not be liable to you in any way for any authorisation of the Card-Not-Present Transactions.

7 Cancellation, Suspension and Termination

Our right to suspend or terminate

- 7.1 We may suspend or terminate your Card and/or Account at any time without any reason or notice. There will be no refund of any fees payable upon the termination of the Card for any reason.

Our right to place a hold

- 7.2 We may set aside or place a hold on your Card and/or Account, for such amount (or the equivalent value in foreign currency) as we deem fit, in respect of any Card transaction on the day we receive notice, or such transaction is presented to us for payment. Notwithstanding the foregoing, we may debit your Account, up to the full value of the Card transaction, and you may not stop payment on such transaction or use any sum set aside or held by us.

Your right to terminate

- 7.3 You may terminate your Card and/or Account at any time by giving us written notice.

Obligations upon termination

- 7.4 Upon the termination of your Card, you shall dispose your Card in a secured manner. Any accrued liabilities and all obligations under this Agreement will remain continuing and we shall remain entitled to debit from your Account, any amount outstanding and owing to us, including any overdraft charges and payments owing from Card transactions carried out before or after the termination of your Account.

8 Set off and consolidation

- 8.1 We shall be entitled to, at any time and without notice to you, combine or consolidate the moneys in any Account (whether matured or not) and/or set off or transfer any sum that your Account is in credit of, towards the repayment of sums owed by you to us, regardless of the location of your other Accounts, whether held in your sole name or jointly with others, and notwithstanding the termination of the Card and/or Account.
- 8.2 Where any set off or consolidation involves the conversion of one currency to another, we shall make the necessary conversion at our prevailing currency exchange rate. Any loss that may arise from such conversion shall not be recoverable from us.

9 Recovery of costs

- 9.1 Any costs, fees or expenses (including legal costs) we incur as a result of your breach of the terms of the Agreement or otherwise arising out of our enforcement of any rights under this Agreement shall be recoverable by us from you on a full indemnity basis.

10 How we use information about you

- 10.1 We will use, collect and disclose your personal information in accordance with our data privacy policy and prevailing practices on our webpage at www.dbs.com/privacy (or such other page as we may notify you). In the event of any inconsistency between the Agreement and our DBS Privacy Policy, the provisions of the Agreement shall prevail.

Parties to whom disclosure may be made

- 10.2 You give us your consent, and authorise us, to disclose any particulars of and/or otherwise relating to your Card and/or Account, and your use of the Card, to:
- (a) any person or organisation providing (or participating in the provision of) electronic or other services in connection with banking services, usage, or benefits made available to or utilised by you, whether in Singapore or outside Singapore, for the purpose of offering or operating the said services, including but not limited to, investigating discrepancies, errors or claims;
 - (b) any bank, credit or charge card company or merchants, for the purpose of any credit or other enquiry in connection with your Card, Account and/or any Card transaction;
 - (c) any outsourced agent appointed by us for the purpose of making, printing, mailing, storing, microfilming and/or filing any personalised cheque, statement of accounts, card, label, mailer or any other document or item on which your name and/or other particulars appear, or any data, record or document, and/or otherwise to provide a service to you;
 - (d) any information gathering or processing organisation, department or consultant for the purposes of conducting survey or analysis, or developing system application on our behalf;
 - (e) any person or organisation for the purpose of marketing or promoting any service or product of our own or jointly offered or developed by us;

- (f) any party involved in facilitating, processing or providing any service or facility in connection with your Card, Account, and/or any Card transaction;
- (g) any of our related corporations (as defined in the Companies Act, Chapter 50 of Singapore), including any of our subsidiaries, our holding company and its subsidiaries ("**DBS Group**"), for the purposes of risk management, monitoring credit exposures across the DBS Group and cross-selling;
- (h) any government agency, authority, tribunal or court of any jurisdiction (or equivalent), in compliance with the order, notice or request of such agency, authority, tribunal or court, and/or applicable laws and regulations, and/or for commencing, defending or otherwise participating in any legal or administrative proceedings or inquiry before any court, tribunal or other agency or authority;
- (i) any person or organization, for the purpose of collecting or recovering on our behalf, or securing for your benefit or repaying on your behalf, any sums of money owing to us from you;
- (j) any partnering merchant or third party which has a legitimate business purpose for obtaining such information, including offering you products or services in connection with or otherwise to facilitate your use of electronic or other services;
- (k) any person or organisation to whom such disclosure is necessary to complete any transaction;
- (l) any person or organisation who, in the course of the sending and delivering of communication materials (including all forms of direct mailers and advertisements) from us to you or the prior preparation, sees any envelope or communication material sent by us to you, which bears our name and/or logo; and
- (m) to any person or organisation whom we (in good faith) deem it reasonable to make such disclosure in connection with this Agreement or the offering or operation of the Card and/or Account.

11 Communication

Notice to you

11.1 We will send all notices or communications to you:

- (a) by post or leave such notices or communications at your last known address, and these will be deemed received by you on the day following such posting or on the day when it was left at your said address; and/or
- (b) on print or electronic media (including but not limited to, SMS, push notification, email or website) that we may choose at our sole discretion, and these will be deemed notified to you on the date of our sending to your last known mobile number or contact information, our publication and/or broadcast.

11.2 You shall promptly notify us in writing of any changes in your contact information or any other information we have on our records, including your postal address, email address, contact details or place of business. You acknowledge that we will require some time to update our records, after which such updated information will apply. If we cannot process the requested change, we will notify you as soon as we can. We may request you to provide supporting documents to verify any changes notified to us, and you undertake to provide such information to facilitate the changes required by you.

Instructions from you

11.3 You shall send us a request or an instruction in writing and sign it. If you choose to give us an instruction by any other medium of communication, including but not limited to, facsimile transmission, telephone, email or scanned instruction in email, or such other electronic channels, we may, but shall not be obliged to, accept and act on it.

11.4 We shall not be liable for any loss incurred in connection with our acting on or acceding to (or our refusal to act on) any instruction or request from (or purportedly from) you, and you will indemnify us against any and all losses, claims and costs incurred by us arising out of or in connection with any request or instruction from (or purportedly from) you.

11.5 We may perform a call back to you to verify or confirm any instruction from (or purportedly from) you, and you agree to assist us with such call back verification as we deem necessary.

12 General

Non-waiver of rights

12.1 Any delay or failure by us to exercise our rights and/or remedies pursuant to this Agreement or enforce our rights pursuant to any charge or security document executed by you or any third party, does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

Assignment

12.2 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 Card 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.

12.3 You may not assign, transfer or otherwise dispose of any of your rights, benefits or obligations under the facilities and/or the Card.

Conclusive evidence

12.4 Any record in connection with your Card transactions, whether accompanied by your signature or authorised by your PIN or otherwise made with your payment instruction, shall be deemed conclusive evidence of its accuracy and authenticity and shall be binding on you for all purposes. You shall notify us of any error or inaccuracy in your Card statement within 7 days (or such other period we notify to you from time to time), failing which the contents of the Card statement shall be conclusive and binding on you.

12.5 If any of these provisions is or becomes invalid, illegal or unenforceable under any law, the validity legality or enforceability of the remaining provisions shall not be affected or impaired.

12.6 Our waiver of your compliance with any of these provisions shall not prejudice our right to enforce such provision on any other occasion.

Contracts (Rights of Third Parties) Act, Chapter 53B

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

As at 30 December 2020