

## POSB Everyday Card Agreement

This Agreement contains the terms and conditions applicable to your Card(s) and your Card Account(s). Please read them carefully. A reference to the words “use”, “using” or “use of” any Card shall mean use of the physical Card or any detail or particular of the Card including but not limited to the Card Account number and expiry date of the Card or use via such other permitted means or channels as we may designate or allow from time to time.

A reference to the words “you”, “your” and “Cardholder” shall mean the person named on the Card and the words “we”, “our” and “us” refer to DBS Bank Ltd and its successors and assigns. If you are the individual requesting us to issue the Card(s) to you, you will be known as the “Principal Cardholder” and you will have an account with us called the “Card Account”. If you have received this Card(s) upon the request of a Principal Cardholder to be used in conjunction with the Principal Cardholder’s Card Account, you will be called the “Supplementary Cardholder”, and each Card(s) issued to you will be known as a “Supplementary Card”.

### 1. USE OF CARD/PIN

#### 1.1. RECEIPT OF CARD/PIN

Once your application for a Card is approved, we shall send you a Card and a Personal Identification Number (PIN) to be used in conjunction with your Card. Please sign your Card upon receiving it.

#### 1.2. CARD AND PIN FACILITIES

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

#### 1.3. MASTERCARD® CONTACTLESS FACILITY

1.3.1 Where any MasterCard that we issue which incorporates the MasterCard Contactless feature, the Cardmember acknowledges that such MasterCard Contactless Card may be utilised to pay for goods and services for amounts not exceeding SGD100 per transaction, or such other amount which we may specify from time to time by tapping or waving the MasterCard Contactless Card at a MasterCard Contactless reader/terminal (“Contactless Transactions”).

1.3.2 Contactless Transactions may be processed and the Cardmember’s MasterCard Account debited with the Contactless Transaction amount without requiring the:

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

By accepting the MasterCard Contactless Card and using it in any manner whatsoever (including using it in the conventional manner of swiping the same at a magnetic strip reader or at a chip reader or otherwise) the Cardmember undertakes

to use the MasterCard Contactless Card in accordance with and agrees to be bound by the terms and conditions herein contained.

1.3.3 Without prejudice to the foregoing, the Cardmember undertakes to be liable for all Contactless Transactions incurred using the MasterCard Contactless Card and posted to the Cardmember's MasterCard account regardless of whether or not the Contactless Transactions were properly authorized by the Cardmember. In this regard the Cardmember acknowledges the ease of which unauthorized Contactless Transactions may be carried out and accepts the risk of unauthorised Contactless Transactions.

#### 1.4. EZ-LINK FACILITY

You may use the Card to carry out EZ-Link transactions during the validity period specified on the Card. These transactions will be effected by you on the Card using the EZ-Link Facility. You acknowledge that the Card incorporates an EZ-Link stored value facility in, of which EZ-Link Pte Ltd is the holder and operator, which enables the users thereof to pay for the travel on public transport and goods and services provided by authorised merchants.

#### 1.5. EZ-RELOAD BY CARD FACILITY

Your Card(s) may be pre-enrolled for the EZ-Reload by Card ("EZ-Reload") facility provided by EZ-Link and paid for by you through the debiting of payments from your Principal Card account, when the stored value on your Card falls to zero or less. The EZ-Reload is effective only upon activation by you at any TransitLink Ticket Office (ticket sales office located in Mass Rapid Transit stations and bus interchanges operated by Transit Link Pte Ltd, and its successors and assigns, appointed by EZ-Link for the purpose of providing sales, revaluation, replacement and refund services for the EZ-Link Facility) or at any GTM (General Ticketing Machine) located in Mass Rapid Transit stations. With each re-load, the default amount of S\$50 (Revaluation Value) will be charged to your Card Account for revaluing the EZ-Link Facility on the Card using the EZ-Reload Facility.

### 2. CREDIT LIMIT

#### 2.1. CHARGES NOT TO EXCEED OVERALL CREDIT LIMIT

We may set an overall credit limit in respect of each Card Account. The total charges incurred under each Card Account by the Principal Cardholder and the Supplementary Cardholder(s) when added together, must not exceed the credit limit set for each Card Account. We may, where necessary, review any of your credit limits without notice.

#### 2.2. WHERE CHARGES EXCEED CREDIT LIMIT

We may choose to approve certain card transactions that would result in the credit limit being exceeded. On any occasion where the credit limit relating to your Card Account has been exceeded, you shall immediately pay us the amount in excess of your credit limit. We may also refuse to authorise any card transaction that you wish to effect even though such card transaction would not cause the credit limit to be exceeded.

### 3. LOSS/THEFT OF CARD/DISCLOSURE OF PIN/ACCOUNT NUMBER

#### 3.1. DUTY TO PREVENT LOSS/THEFT/FRAUD

Your Card(s) remain our property at all times. You must keep your Card(s) securely and ensure that your Card Account number(s) and PIN are not disclosed to any other person.

**3.2. DUTY TO NOTIFY US**

Should you discover that your Card is lost, stolen or used or PIN or any detail or particular of your Card or Card Account is stolen, disclosed or used in an unauthorised way, you shall notify us immediately of the loss, theft or unauthorised use by calling our Customer Service Hotline at 1800 111 1111 or by notifying us in writing. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss/theft/disclosure and any other information that we may require.

**3.3. LIABILITY FOR LOST/STOLEN CARDS**

If your Card is lost or stolen or if the PIN is disclosed without your authorisation, your liability for unauthorised transactions effected after such loss, theft or unauthorised disclosure but before we are notified thereof shall be limited to \$100 only if:

- 3.3.1 you have immediately notified us of the loss, theft or unauthorised disclosure;
- 3.3.2 you assist us in the recovery of the unauthorised charges incurred;
- 3.3.3 you furnish us with a police report accompanied by written confirmation of the loss, theft or unauthorised disclosure and any other information that we may require; and
- 3.3.4 we are satisfied that such loss, theft or unauthorised disclosure is not due to your negligence or default. You shall not be liable for any transactions carried out after we have been notified of the loss, theft or disclosure.

**3.4. RECOVERY OF LOST/STOLEN CARD**

If you recover the lost or stolen Card, you must immediately return the said Card to us cut in half without using it.

**3.5. REPLACEMENT OF CARD OR PIN**

Following the occurrence of any event referred to in Clause 3.2 above, we may at our discretion issue a replacement PIN and/or Card and charge a replacement fee.

**4. PAYMENT**

**4.1. LIABILITY FOR TRANSACTIONS**

You are liable for all authorised card transactions and cash advances. In addition, you shall be responsible for unauthorised transactions made, up to S\$100, referred to in Clause 3.3 above.

We shall send the Principal Cardholder a Card Account Statement (and, where applicable, an electronic statement shall be made accessible to the Principal Cardholder through the DBS internet banking service and/ or such other channel(s) as we may designate from time to time by notice in writing to you) every month listing the transactions incurred by the Principal Cardholder and the Supplementary Cardholder(s) (where applicable) in respect of each Card Account(s).

**4.2. PAYMENT OBLIGATIONS**

- 4.2.1 You shall pay us the entire outstanding balance or, at least, the minimum payment specified in the Card Account Statement by the payment due date. If your card transactions exceed your credit limit in any given month, you shall also pay all

amounts by which the credit limit has been exceeded. If you do not pay the entire outstanding balance by the payment due date, you must pay a finance charge at a prevailing interest rate of 26.80% p.a. on (i) each individual transaction comprising the outstanding balance in your Card Account Statement from the date such transaction was effected to your Card Account to the statement date of that Card Account and (ii) the entire outstanding balance of your Card Account (less any partial payment made) from the statement date of the Card Account until full payment of such outstanding balance is made.

- 4.2.2 If you fail to make at least the minimum payment specified in your Card Account Statement by the payment due date, you may also be liable for a late payment charge at such rate as we may determine.
- 4.2.3 If minimum payment is not received by the payment due date, an additional interest rate of 3% p.a. will be added to the prevailing interest rate of your Card Account, and shall take effect from the day after your next Card Account Statement date. The reinstatement to such prevailing interest rate will be effective on the first working day after your next Statement date once minimum payment is made in full on or before your payment due date.
- 4.2.4 Any finance charge payable by you shall be calculated based on a 365-day year or on a 366-day year in a leap year.

#### 4.3. OTHER CHARGES

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

- 4.3.1 Annual service fee  
A non-refundable annual service fee for the issuance and renewal of each Principal and Supplementary Card;
- 4.3.2 Processing fee for returned GIRO or dishonoured cheques  
A processing fee for any returned GIRO or dishonoured cheque tendered to us as payment;
- 4.3.3 Administrative fee for production of document  
An administrative fee for any replacement Card or production of documents relating to your Card;
- 4.3.4 Service fee for irregular payment made through another financial institution  
A service fee if payment under any arrangement made between you and another financial institution in respect of payment for your Card Account is irregular;
- 4.3.5 Cancellation fee for “no show reservation”  
A charge for cancelling or failing to fulfil an airline or hotel reservation secured through your Card;
- 4.3.6 Cash advance fee  
A cash advance fee of 6% of the cash advance or \$15 (whichever is greater) for any cash advance obtained by using your Card and/or PIN;
- 4.3.7 Service charge/administrative fee

A service charge or administrative fee for any service or facility provided by us or any action taken by us in carrying out any of your instructions and/or requests relating to your Card Account, whether such service or action is referred to or contemplated in this Agreement or otherwise;

4.3.8 Overlimit fee

An overlimit fee at such rate as we may determine if the total outstanding balance on your account exceeds the credit limit at any time.

4.4. CASH ADVANCES

Notwithstanding the overall credit limit referred to in Clause 2.1, you may use your Card to obtain cash advances only up to the limit determined by us from time to time, whether or not such limit is notified to you. If a cash advance is obtained through the use of your Card and/or the PIN of your Card, we may debit the Card Account of your Card with:

4.4.1 the fee stated in Clause 4.3.6; and

4.4.2 a finance charge calculated based on a prevailing interest rate of 28% p.a. on the amount of the cash advance as from the date the cash advance was obtained until full payment of the outstanding balance of that Card Account is made.

4.5. RIGHT TO VARY CHARGES

We may vary with notice the rate or amount of any charge, fee or interest payable under this Agreement. The changes shall take effect on the date specified in the notice. Should you continue to keep or use the Card(s) after the specified date, you shall be considered to have accepted the changes.

4.6. GOODS AND SERVICES TAX

You shall be responsible for all goods and services tax and all other taxes imposed on or payable in respect of any amount required to be paid under this Agreement. We may debit the amount of such tax to your Card Account.

**5. TERMINATION OF USE OF CARD AND CARD ACCOUNT**

5.1. OUR RIGHT TO TERMINATE

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

5.2. YOUR RIGHT TO TERMINATE

You may terminate your Card Account(s) at any time by giving us written notice. The Principal Cardholder may also terminate the use of any Supplementary Card.

5.3. OBLIGATIONS UPON TERMINATION

Upon the termination of your Card Account(s) for whatever reason, you shall not continue to use your Card(s). For security reasons, please cut the card(s) into halves and dispose of them immediately. Your obligations under this Agreement will however continue and all outstanding balances which shall include such charges and liabilities you may have incurred but which have not been debited to your Card Account(s) shall become payable at once (if already made known to you) or when they have been made known to you, whichever is earlier.

Until the outstanding balances are paid in full, a finance charge may be imposed on you in the manner stipulated in Clauses 4.2 and/or 4.4 (as the case may be). In the event where you are entitled to any credit refund relating to your Card Account, whether before or after termination, you agree that we may, without further notice to you, effect such refund by crediting the relevant amount to any of your existing banking account(s) with us.

## **6. LIABILITY OF CARDHOLDERS**

### **6.1. LIABILITY OF PRINCIPAL CARDHOLDER**

If you are the Principal Cardholder, you are liable for and must pay us on demand the outstanding balances whether incurred by you or the Supplementary Cardholder(s) on your Card Account(s) including all charges and costs debited to any Card Account(s). You are jointly and severally liable with each Supplementary Cardholder for such part of the outstanding balance in connection with his/her Supplementary Card.

### **6.2. LIABILITY OF SUPPLEMENTARY CARDHOLDERS**

The Supplementary Cardholder(s) is liable only for such part of the outstanding balance in connection with his/her Supplementary Card.

### **6.3. LIABILITY OF EACH CARDHOLDER**

Any invalidity, unenforceability, release or discharge of the liability of any Cardholder to us shall not affect the liability of any other Cardholder(s) (where any) to us.

### **6.4. LIABILITY IN CONNECTION WITH EZ-LINK FACILITY**

6.4.1 Notwithstanding anything to the contrary contained herein, neither we nor any of our respective agents shall be liable, whether or not arising out of the negligence of any of us and/or our respective officers, employees, agents, for any losses, damages, expenses, claims, liability and costs (including solicitor and client basis) that you may incur or suffer in connection with:

6.4.1.1 the use or issue of the EZ-Link Facility incorporated in the Card; or

6.4.1.2 the unavailability of any equipment, software, or system for processing the use of the EZ-Link Facility for payment, any delay or detention arising from your use of the EZLink Facility (including the case where the EZ-Link Facility in the Card is defective).

6.4.2 Where the EZ-Link Facility incorporated in the Card has been amended or is defective, the equipment used by the relevant merchant(s) may not accept the EZLink Facility as payment. Neither we nor any of our respective agents shall be liable for loss, delay or inconvenience that may be incurred if the EZ-Link Facility incorporated in the Card is not accepted by such equipment.

6.4.3 In any event, our total liability to you in respect to the EZ-Link Facility incorporated into the Card shall not exceed the stored value on the EZ-Link Facility as at the date your claim had allegedly arisen. We are not liable for stored value in Cards where the stored value cannot be reasonably determined by EZ-Link (for example, Cards that were enrolled but not activated for EZ-Reload as at the date your claim had allegedly arisen).

## **7. EXCLUSIONS AND EXCEPTIONS**

### **7.1. NON-ACCEPTANCE OF CARD**

We are not liable in any way:

- 7.1.1 should your Card(s) or PIN be rejected by a merchant or any terminal used to process card transactions or if we refuse for any reason to authorise any card transaction;
- 7.1.2 for any malfunction, defect or error in any terminal used to process card transactions, or other machines or system of authorization whether belonging to or operated by us or other persons;
- 7.1.3 for any delay or inability on our part to perform any of our obligations under this Agreement because of any electronic, mechanical, system, data processing or telecommunication defect or failure, Act of God, civil disturbance or any event outside our control or the control of any of our servants, agents or contractors or any fraud or forgery or;
- 7.1.4 for any damage to or loss or inability to retrieve any data or information that may be stored in your Card(s) or any microchip or circuit or device in your Card(s), 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 made by us.

### **7.2. PROBLEMS WITH GOODS AND SERVICES**

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

## **8. INSTALMENT PAYMENT PLAN**

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

- 8.1. You authorise us to pay to the relevant merchant for your purchase of the relevant goods/services (in such manner as may be agreed between the merchant and us) and to debit your Card Account for the purchase price of the goods and services in the number of instalments indicated on the receipt containing details of the Plan.
- 8.2. We have the discretion to determine the size of each instalment payment as long as the total instalment payments do not exceed the purchase price.
- 8.3. The first instalment payment will be debited from your Card Account on the next statement date of your Card Account (which will be the date reflected as the "statement date" in the respective Card Account Statement). Each subsequent instalment payment will be debited on

or about the same day in each following month, until the purchase price has been completely debited to the Card Account.

- 8.4. You agree that the credit limit related to your Card Account will be reduced by such portion of the purchase price that is unpaid, although the same.
- 8.5. If any instalment payment debited to your Card Account is not paid in full when due and payable, you must pay us the finance charges, interest and fees on the outstanding amounts at our prevailing rate.
- 8.6. We may at our discretion and without notice to you debit the whole balance of the purchase price then outstanding to your Card Account at any time, in which case such balance will be immediately due and payable by you.
- 8.7. We may at our discretion impose an administrative fee at such rate as we may determine if the Plan is terminated (whether arising from the termination of your Card Account or otherwise) or if you make a prepayment of any amount under the Plan.
- 8.8. You will not hold us responsible in any way for any goods/services supplied or not supplied by any merchant or the quality or performance of any goods/services pursuant to or in relation to any card transaction. Any dispute or complaint which you may have against any merchant must be resolved directly between you and the merchant and such dispute or complaint or any claim or right of set-off which you may have against the merchant shall in no way affect your liabilities and/or obligations under this Agreement.

## **9. TRANSACTIONS IN FOREIGN CURRENCIES**

Transactions in US dollars shall be converted to Singapore dollars on the date of conversion. Transactions in foreign currency other than US Dollars will be converted into US dollars before being converted into Singapore dollars. All conversions shall be based on the prevailing wholesale interbank rates or the government-mandated rate, as shall be determined by the respective card associations, namely VISA International, MasterCard International & American Express International, Inc. The rate used for the conversion may be different from the rate in effect on the date of the transaction due to market fluctuation.

All transactions in foreign currency are subject to a charge imposed by the respective card associations, either as a reimbursement charge representing the charge imposed on us or as a direct charge to you. For foreign charges converted by American Express, American Express applies a conversion factor of 1% to the converted amount. An administrative fee for services provided or actions taken by us in relation to such foreign currency transactions shall be payable by you and debited to your Card Account. The prevailing administrative fee is 2% of the foreign currency transaction amount for transactions involving VISA International, MasterCard International and American Express International, Inc.

## **10. CONCLUSIVENESS OF DOCUMENTS**

Any of our records relating to card transactions with your signature are conclusive evidence of their accuracy and authenticity and shall be binding on you for all purposes. You shall also notify us if you discover any errors or inaccuracies in any Card Account Statement. If you fail to inform us of any error or inaccuracy in the Card Account Statement within seven (7) days



from your receiving it, the contents of the Card Account Statement shall be conclusive and binding on you.

**11. APPROPRIATION OF PAYMENTS**

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

**12. AMENDMENT**

**12.1. CHANGES TO AGREEMENT**

We may change the contents of this Agreement and/or create new terms and conditions at any time by notifying you of the changes. The changes shall take effect on the date specified in the notice. Should you continue to keep or use the Card(s) after the specified date, you shall be considered to have accepted the changes.

**12.2. PUBLICATION OF CHANGES**

We may notify you of any changes to this Agreement by publishing such changes in any local newspapers or by displaying them at our branches. We may however choose to inform you by other means of communication.

**13. DISCLOSURE OF INFORMATION**

**13.1. PARTIES TO WHOM DISCLOSURE MAY BE MADE**

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

13.1.1 any person or organisation participating in the provision of electronic or, without limitation, other services in connection with banking services or usage or loyalty benefits made available or utilised by you, whether in Singapore or outside Singapore for the purpose of the operation of the said services, including but not limited to investigating discrepancies, errors or claims;

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

13.1.3 outsourced agents appointed by us for the purpose of making, printing, mailing, storing, microfilming and/or filing personalized cheques, statements of accounts, cards, labels, mailers or any other documents or items on which your name and/or other particulars appear, or any data or records or any documents whatsoever;

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

- 13.1.5 any person or organisation for the purpose of marketing or promoting any services or products whether our own or tied up by us;
- 13.1.6 any party involved in facilitating, processing or providing any services or facilities in connection with your Card, Card Account, and/or any Card transaction;
- 13.1.7 any of our related corporations (as such term is defined in the Companies Act, Chapter 50 of Singapore) for risk management purpose, for monitoring credit exposures across the DBS Group to you and for cross-selling purposes. "DBS Group" means any of our subsidiaries, our holding company and any subsidiaries of our holding company;
- 13.1.8 any government agency or authority or tribunals or courts of any jurisdiction in compliance with the order, notice or request of such agency, authority, tribunal or court, or in compliance with applicable laws or for commencing, defending or otherwise participating in any legal or administrative proceedings or inquiry before any court, tribunal or other agency or authority;
- 13.1.9 any person or organisation for the purpose of collecting or recovering on our behalf, or securing for your benefit or repaying on your behalf, any sums of money owing to us from you;
- 13.1.10 any credit bureau of which we are a member or subscriber ("Bureau") to the extent and for the purposes set out in the Banking Act, Chapter 19 of Singapore (as may be amended and substituted from time to time);
- 13.1.11 any person authorised to operate the Card Account(s), including but not limited to Supplementary Cardholders, for any purpose in connection with this Agreement or the operation of the Card Account;
- 13.1.12 any person or organisation who, in the course of the sending and delivering of communication materials from us to you or the preparation thereof, sees any envelopes or communication materials sent by us to you which bears our name and/or logo. For the purposes of this clause, communication materials shall include all forms of direct mailers and advertisements; and
- 13.1.13 any person or organization where we in good faith deem it reasonable to make such disclosure in connection with this Agreement or the operation of the Card Account.

## 13.2. CREDIT BUREAU

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

- 13.2.1 us to obtain information relating to you from any Bureau and consent to such Bureau disclosing information about you to us, and
- 13.2.2 the Bureau to disclose information about you obtained from us to its members or subscribers and/or compliance committees. Our authority, and the Bureau's authority, to disclose such information shall survive the termination to this Agreement.

## 13.3. EZ-LINK FACILITY

You authorise us, and consent to:

13.3.1 the transfer and disclosure of any information relating to you, the Card Account and Card transactions effected by you using the Card, to any third party as we may deem necessary for the purposes of and/or in connection with (but not limited to) the provision of the Card, the EZ-Link Facility, the EZ-Reload Facility and other services relating to this Card and your use of the Card; and

13.3.2 the disclosure by us of any such information as may be required by any applicable law, court regulator or legal process.

#### 13.4. ADDITIONAL RIGHTS

Our rights under this Clause shall be in addition and without prejudice to other rights of disclosures available pursuant to Banking Act, Chapter 19 of Singapore (as may be amended and substituted from time to time) or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.

#### 13.5. DBS PRIVACY POLICY

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

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

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

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

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

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

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

## **14. SET OFF AND CONSOLIDATION**

### **14.1. EXTENT OF OUR RIGHTS**

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

### **14.2. SET OFF AND CONSOLIDATION INVOLVING FOREIGN CURRENCIES**

Where any set off or consolidation undertaken by us involves the conversion of one currency to another, we shall make the necessary conversion at our prevailing currency exchange rate. Any losses that may arise from such conversion shall not be recoverable from us.

## **15. COMMUNICATION AND SERVICE OF DOCUMENTS**

### **15.1. COMMUNICATION**

We may send any cards, notices, Card Account Statements or any other communication to you by facsimile transmission, short message service (SMS), electronic mail, ordinary pre-paid post or personal delivery to your last known address. Communication and notices sent by facsimile shall be considered to have been sent and received by you on the same day. Communication and notices sent by pre-paid mail shall be considered to have been delivered on the day immediately after the date of posting if sent by post in Singapore, and considered delivered five (5) days after the date of posting if sent outside of Singapore.

### **15.2. COMMUNICATION INVOLVING SUPPLEMENTARY CARDHOLDERS**

Any Card Account Statement or notice or any amendment to this Agreement that is sent by us to the Principal Cardholder shall be considered to have been sent and received by the Supplementary Cardholder at the same time.

### **15.3. SERVICE OF DOCUMENTS**

We may serve you with a writ of summons, statement of claim or any other legal process or document requiring personal service by delivering it personally, sending it by ordinary post or by leaving it at your last known address (whether a post office address or private residence or business residence or otherwise). You will be considered to have been properly served on the date of delivery if we deliver such process personally to you, or served on the next date after the date of posting if such process is posted to you. In addition to these methods of service, we may serve you in any other method permitted by law.

## **16. THE EZ-LINK FACILITY**

### **16.1. HOLDER AND OPERATOR OF THE EZ-LINK FACILITY**

16.1.1 You acknowledge that EZ-Link is the Approved Holder and operator of the EZ-Link Facility and that EZ-link operates the EZ-Link Card System in respect of your use of the EZ-Link Facility incorporated in the Card. You further acknowledge that your use of the Card (incorporating the terms and conditions of EZ-Link Facility and EZReload by

Card Facility) is also governed by the terms and conditions of EZ-Link and which may be amended from time to time without prior notice to you. Please refer to the relevant terms and conditions published on [www.ezlink.com.sg](http://www.ezlink.com.sg) for the most updated version and for the definitions of EZ-Link related terms used here. Where there is any inconsistency between the aforesaid terms and conditions and this Agreement, the terms of this Agreement shall prevail.

16.1.2 You agree (i) to comply with all the notices, guidelines, rules and instructions pertaining to the use of the EZ-Link Facility as may be issued by EZ-Link from time to time, including operating rules and/or policies that may be published from time to time by EZ-Link, provided that, in the event of any discrepancy or inconsistency between the provisions of this Agreement and such operating rules and/or policies that may be published from time to time by EZ-Link, the provisions of this Agreement shall prevail; (ii) to abide by all applicable laws and regulations in the use of the EZ-Link Facility; (iii) not to tamper or allow anyone to tamper with the EZ-Link Facility; (iv) to use the EZ-Link Facility only as a means of payment for Qualified goods and/or services; (v) not to intentionally deface, damage and/or destroy the Card; (vi) to take proper care of the Card to avoid damage to the Card; and (vii) not to affix, print, attach and/ or place any markings, stickers, objects and/or any other material onto the Card or to otherwise alter, remove and/or replace any notices, trade marks, trade names, logos or designs on the Card.

16.1.3 You acknowledge that you may not seek any recourse from us in any event in respect of or in connection with the stored value on the EZ-Link Facility if your Card is not enrolled and activated for EZ-Reload Facility at the time of any claim that may be made by you.

## 16.2. VALIDITY OF THE EZ-LINK FACILITY

16.2.1 You acknowledge that the EZ-Link Facility incorporated into your Card may be blacklisted if:

- 16.2.1.1 it is suspected that the Card is being counterfeited, stolen, tampered with or fraudulently issued or procured;
- 16.2.1.2 the EZ-Link Facility incorporated into the Card has been fraudulently or illegally revalued;
- 16.2.1.3 the Card or the EZ-Link Facility is, the Card is being suspected of being faulty, damaged or invalid for use; or
- 16.2.1.4 we terminate the Card Account.

16.2.2 Where the EZ-Link Facility incorporated into your Card is blacklisted as aforesaid, you shall not be entitled to use the EZ-Link Facility and the stored value on the blacklisted EZ-Link Facility shall not be refunded except with the approval of EZLink.

## 16.3. EZ-RELOAD BY CARD FACILITY

16.3.1 You acknowledge that the Card incorporates an EZ-Reload Facility which must be activated at a TransitLink Ticket Office or GTM prior to usage.

16.3.2 In consideration of the provision of the EZ-Reload Facility by EZ-Link and us, you hereby agree that:

- 16.3.2.1 an authorisation may be provided by us to EZ-Link for the Revaluation Amount when the stored value on the EZ-Link Facility reaches zero;
  - 16.3.2.2 we will be entitled to obtain information from, or share information with, EZ-Link in respect of the successful reloading of the Revaluation Amount and that we shall be entitled to charge such Revaluation Amount(s) and any other applicable fees to the Card Account pursuant to the EZ-Reload Facility; and
  - 16.3.2.3 EZ-Link shall be entitled to deduct a Convenience Fee (of S\$0.25 or such amount as may be determined by EZ-Link from time to time) from the Card Account for each reload under the EZ-Reload Facility.
- 16.3.3 Notwithstanding anything to the contrary herein contained, you agree that a minimum period of 1 day must lapse between each re-load under the EZ-Reload by Card Facility. There shall be no obligation to revalue the EZ-Link Facility with another Revaluation Amount until after the Card Account has been successfully debited for any previous Revaluation Amounts.
- 16.3.4 You further agree (i) to provide us any information as may be reasonably requested by any third parties in relation to the issue, use and cancellation/ termination of the EZ-Reload Facility on the Card, and to render any and all necessary assistance to us and/or any of our agents or any third parties whom we may deem necessary in relation to any investigation relating to the use of the EZReload Facility; and (ii) to be responsible for all transactions made by the use or purported use of the Card by any person whether with or without your knowledge.
- 16.3.5 In the event that payment for the EZ-Reload Facility in respect of any evaluation is not made by you for any reason whatsoever, the following action may be taken against you:
- 16.3.5.1 recover from you the amount payable and all costs incurred (including legal costs on a full indemnity basis) for the recovery of such payment;
  - 16.3.5.2 suspend the use of any or all devices incorporating the EZ-Reload Facility which have been issued in respect of your Card Account for such period;
  - 16.3.5.3 terminate the EZ-Reload by Card Facility;
  - 16.3.5.4 disqualify you from applying for, being considered for and/successfully accepted under the EZ-Reload Facility for any new EZ-Link cards for such length of time as may be determined to be appropriate by EZ-Link; and/or

16.3.5.5 deduct or set-off any monies owing by you from the remaining stored value and any deposit paid in respect of any Card incorporating the EZReload Facility issued or held in respect of your Card Account or you.

#### 16.4. PAYMENT FOR QUALIFIED GOODS AND/OR SERVICES

16.4.1 The EZ-Link Facility incorporated into your Card shall and can be used as a means of payment for Qualified Goods and/or Services, provided that your use of the EZLink Facility for payment of Qualified Goods and/or Services may be rejected (whether by EZ-Link and/ or the Qualified Merchants (person engaged in the sale of Waited Good and/or Services and who have entered or will be entering into agreements or arrangements with EZ-Link or parties appointed by EZ-Link to accept debits on the stored value of the EZ-Link Facility as a means of payment for such Qualified Goods and/ or Services and may include but not be limited to the public transport operators licensed by the relevant authorities in Singapore) if:

16.4.1.1 the EZ-Link Facility has expired; or

16.4.1.2 the Card is suspected to have been fraudulently issued, stolen or tampered with or may in any way pose a risk to the EZ-Link system; or

16.4.1.3 the stored value on the EZ-Link Facility is insufficient or has been exhausted;

16.4.1.4 the EZ-Link system is unable to process the payment for any reason whatsoever or if a force majeure event arises which disables and/or prevents the Qualified Merchants from accepting and/or processing the EZ-Link Facility as a means of payment; or

16.4.1.5 the EZ-Link Facility has been blacklisted.

16.4.2 You agree that each of the Qualified Merchants is responsible for deducting payment for the Qualified Goods and/or Services that you have agreed (with the Qualified Merchant) to pay from the stored value, in such manner as may be required by such Qualified Merchant.

16.4.3 The Qualified Merchants accepting the use of the EZ-Link Facility may be changed from time to time without prior notice.

#### 16.5. QUALIFIED GOODS AND/OR SERVICES OF QUALIFIED MERCHANTS

You acknowledge that neither we nor our agents are involved in the provision of the Qualified Goods and/or Services offered by any Qualified Merchant accepting the EZ-Link Facility for payment. Neither we nor any of our agents shall be liable in any way for the Qualified Goods and/or Services sold, rendered or provided by the Qualified Merchants (including but without limitation any defect, disruption, failure or unavailability of or relating to any of such Qualified

Goods and/or Services, as the case may be) or for any other disputes concerning the Qualified Goods and/or Services, all of which shall be the sole responsibility of the Qualified Merchants.

## 16.6. REFUNDS

16.6.1 If the EZ-Reload Facility on your Card has been activated, all refunds of the stored value remaining in the EZ-Link Facility (whether valid or expired) will be effected into your Card Account.

16.6.2 If the EZ-Reload Facility on your Card has not been activated or has been deactivated by you, you may obtain a refund in cash of the stored value remaining in the EZ-Link Facility.

16.6.3 The amount of the refund shall be as determined by EZ-Link or us and will be refunded free of interest if such refund is made in accordance with the terms and conditions of the EZ-Link Facility. However, no refund of the stored value will be made on an expired EZ-Link after expiry of the relevant period for the refund of the EZ-Link Facility whereupon you shall have no claim against us and/or EZ-Link in respect of the stored value remaining on the EZ-Link Facility. Any refund (whether on expired or valid EZ-Link Facility) may be subject to an administrative fee as prescribed from time to time by us or EZ-Link.

16.6.4 Other than as provided in Clause 16.6.3 above, neither we nor any of our respective agents shall be obligated to make a refund to you or to process your request for refund on the EZ-Link Facility (whether expired or valid). Notwithstanding the foregoing provision, we or any of our respective agents may in our absolute discretion make a refund or process a refund in respect of the stored value or any part thereof, and any such refund may be made and/or processed subject to conditions imposed by us, EZ-Link and/or any of our respective agents. Neither we nor any of our respective agents shall be obliged to effect an immediate refund, and may in our absolute discretion, effect any refund in such manner and upon due verification as we or our respective agents deem fit.

16.6.5 In any case, we will not be obliged or liable to make a refund of the stored value if:

16.6.5.1 the encoded data for the EZ-Link Facility is erased wholly or in part or otherwise altered or interfered with as determined by us or EZ-Link; or

16.6.5.2 the electronic data and the external card number for the EZ-Link Facility are not reliably readable for any reason whatsoever as determined by EZ-Link and/or its agents; or

16.6.5.3 the Card and/or the EZ-Link Facility incorporated in the Card is faulty, damaged or invalid for use whether intentionally or by your failure to take proper care of the Card as determined by either ourselves or EZLink; or



16.6.5.4 the EZ-Link Facility has been fraudulently or illegally revalued.

16.6.6 Where the electronic data and the external card number for the EZ-Link Facility are not reliably readable for any reason, a deferred refund of the residual stored value on the EZ-Link Facility may be allowed based on the available system records of EZ-Link and/or its agents.

16.6.7 You shall, upon receipt of the refund, be deemed to have accepted the amount thereof as correct, and agree to discharge each of us, EZ Link and our respective agents, from liability whatsoever to you, including but not limited to any shortfall or error in the amount of such refund.

16.6.8 The determination by us, EZ-Link and/or any of our respective agents as to the residual stored value of the EZ-Link Facility incorporated on the Card shall be final and conclusive. For the purpose of such determination, the residual stored value as determined by us, EZ-Link and/or any of our respective agents from either the value encoded in the EZ-Link Facility (where the electronic data relating to the EZLink Facility is reliably readable) or the records of EZ-Link or ourselves or the information generated by EZ Link system shall, save for manifest error, be deemed to be conclusive and binding against you.

#### 16.7. FAULT OR CORRUPTION IN THE EZ-LINK FACILITY

16.7.1 If you suspect any fault or corruption in the EZ-Link Facility incorporated in your Card, you should approach EZ-Link for assistance. If the EZ Link Facility is indeed faulty or corrupted, the stored value of the EZ-Link Facility will be refunded to you in accordance with the procedures described in Clause 16.6 above, and a new Card will be issued to you at your request and subject to our usual procedures for Card issuance, provided however that we reserve the right not to issue a new Card if it is determined that:

16.7.1.1 the Card has been damaged or tampered with whether intentionally or by failure to take proper care of the Card or otherwise used or handled in breach of the provisions of this Agreement; or 16.7.1.2. the external Card number for the EZ-Link Facility is not reliably readable for any reason whatsoever

16.7.2 The determination by us or EZ-Link or any of our respective agents as to the amount of stored value where the EZ-Link Facility is found to be defective shall be final and conclusive. We reserve the right to subsequent adjustments to such determination should any transaction records received thereafter indicate a different value than that which was determined at the time of replacement.

#### 16.8. LOSS OF CARDS

You are responsible for safeguarding your Card against loss, damage or theft, and ensuring that your Card is not used by any other person without your permission. We are not responsible for any financial loss incurred due to the loss of the Card and have no obligation

whatsoever to prevent the use of the EZ-Link Facility on a lost Card by any person other than you.

## **17. SMS ALERTS SERVICE**

- 17.1. You will automatically be enrolled in the SMS Alerts (“Alert”) service, subject to your Card being, in DBS’ opinion, in good standing. Alert notifications will be sent via Short Message Service (“SMS”) to you at our discretion based on criteria predetermined by us at our discretion for local and overseas transactions and suspicious or irregular transactions. You may request to vary the pre-determined criteria, subject to our approval.
- 17.2. We may charge a fee for the provision of the service by giving you one (1) month’s prior notice.
- 17.3. The service is subject to the terms of your agreement with your mobile phone service provider. You shall ensure that your mobile phone and number are able to receive text messaging both in Singapore and overseas, and you shall be responsible for any fee imposed by your respective mobile phone service provider.
- 17.4. Each Alert is not encrypted and may include details pertaining to your transaction(s). You are responsible for the security of your mobile phone. We shall not be liable in any way to any party should any Alert be viewed or accessed by persons other than the respective Cardholder.
- 17.5. We shall not be liable for any or all losses, damage, expenses, fees, costs (including legal costs on a full indemnity basis) that may arise, directly or indirectly, in whole or in part, from (a) the non-delivery, the delayed delivery, or the misdirected delivery of an Alert; (b) the non-receipt of an Alert; (c) inaccurate or incomplete content in an Alert; (d) reliance on or use of the information provided in an Alert for any purpose; or (e) any third party, whether authorised or not, obtaining your Card account information contained in the Alert by accessing the your mobile phone.
- 17.6. An Alert does not constitute a record of the Card Account or Card transaction to which it pertains. We do not assume any additional responsibility or obligation in respect of the use of, or any transaction or eventuality involving, the Card Account. The Alert service does not free you from the responsibility of safeguarding the physical security and authorised use of your Card or Card Account, and it does not entail that DBS will automatically be liable for any unauthorised transaction that may be charged to the Card Account.
- 17.7. We shall cease to provide the Alert service: (a) if you do not comply with the terms of this Agreement; (b) if the Card Account is terminated for whatever reason; (c) upon the death or contractual incapacity of the Cardholder; (d) upon written request of the Cardholder; (e) in the event of improper operation of the Card Account by the Cardholder; or (f) at our discretion.

## **18. ELECTRONIC SIGNATURE INSTRUCTION SERVICE**

- 18.1. 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.

- 18.2. Where we, at your request, make available 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").
- 18.3. 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".
- 18.4. 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.
- 18.5. 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.
- 18.6. 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).
- 18.7. 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.
- 18.8. 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.

## **19. MISCELLANEOUS**

### **19.1. LAWFUL USE OF CARD**

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

### **19.2. INFORMATION FROM CARDHOLDER**

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

### **19.3. RECOVERY OF COSTS**

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

### **19.4. REFERENCES TO SINGAPORE DOLLARS**

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

### **19.5. INSTRUCTIONS FROM YOU**

Any request or instruction to us shall be in writing and shall be signed by you provided nevertheless that we may but shall not be obliged to accept and act on any instruction or request whether given by mail, electronic mail, facsimile transmission or through the telephone, which is believed by our officer or employee attending to such instruction or request to have been given or made or authorised by you notwithstanding that such instruction or request may not have been given or made or authorised by you, or where such instruction or request is given through the telephone that such instruction may not be confirmed in writing by you, and regardless of any fraud that may exist in relation to such instruction or request. We shall not be liable for any loss or damage suffered as a consequence of our acting on or acceding to any such instruction or request, and you will indemnify us against any and all losses, claims, proceedings, damages, expenses and costs (including legal costs on a full indemnity basis) howsoever incurred or sustained by us arising out of or in connection with any instruction or request from or purportedly from you.

### **19.6. DELAY OR FAILURE TO EXERCISE RIGHTS**

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

### **19.7. ADDITIONAL BENEFITS, SERVICES OR PROGRAMMES**

We may provide at our sole discretion, additional services, benefits or programmes in connection with the use of your Card(s). Such additional services where provided, do not form part of our legal relationship with you and we may withdraw or change these services at any time without notice to you. Those additional services, benefits or programmes may be subject

to their own terms and conditions. We may also, where points have been awarded to or earned by you or other benefits extended to you as part of any rewards or redemption programme, forfeit or cancel such points or benefits if you default in any of your payment obligations or if your account is not conducted satisfactorily.

19.8. ASSIGNMENT

19.8.1 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 Card Account(s) 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.

19.8.2 You may not assign, transfer or otherwise dispose of any of your rights, benefits or obligations under the facilities and/or the Card Account(s).

19.9. ADDITIONAL TERMS

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

19.10. 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).

19.11. GOVERNING LAW

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

19.12. OTHER VERSIONS OF THIS AGREEMENT

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

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

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.

## TERMS AND CONDITIONS RELATING TO LOYALTY PROGRAM

### 1. DEFINITIONS

- 1.1. In this Agreement, the definition of terms shall be as set out below, except where the context otherwise requires:
- 1.1.1 "Award" means the award of POSB/ DBS Loyalty Dollars to the Customer by the Partner Merchants and/or by DBS Bank.
  - 1.1.2 "Card" means such cards as DBS Bank may from time to time decide including, but not limited to, personal POSB/ DBS Bankcard, generic POSB/DBS generic Visa Credit Card and generic Mastercard Credit Card and generic American Express Credit Card issued by DBS Bank.
  - 1.1.3 "Customer" means any customer of DBS Bank with a valid POSB/ DBS account
  - 1.1.4 "Customer's Loyalty Account" means the account(s) maintained by DBS Bank for the Customer stating the number of POSB/ DBS Loyalty Dollars accumulated by him.
  - 1.1.5 "DBS Bank" means DBS Bank Ltd.
  - 1.1.6 "POSB/ DBS Loyalty Dollars" means loyalty dollars awarded under the Programme.
  - 1.1.7 "Partner Merchants" means the merchants currently participating in the Programme and may include DBS Bank (as the case may be).
  - 1.1.8 "Partner Merchant's Agreement" means the agreement between DBS Bank and the Partner Merchant in respect of the Programme.
  - 1.1.9 "PIN" means any Personal Identification Number and/or Password and/ or any other form of electronic identification/signature, whether issued by DBS Bank or any other person, used by the Customer to access any services provided by DBS Bank.
  - 1.1.10 "Programme" means the POSB/ DBS \$ Cash Rebate Programme, as may be amended, supplemented or added by DBS Bank from time to time.
  - 1.1.11 "Redemption" means the redemption of POSB/ DBS Loyalty Dollars by the Customer at the Partner Merchants or online via POSB/ DBS Website into the Credit card account.
  - 1.1.12 "Terminal" means any computer or electronic equipment.
- 1.2. Unless the context otherwise requires, words importing the singular shall also include the plural and vice versa. Words denoting the masculine gender include the feminine gender and both shall include the neuter gender.
- 1.3. The headings in this Agreement are inserted for ease of reference only and shall not affect the construction of these Terms and Conditions.

### 2. ELIGIBILITY

- 2.1. Subject to the terms of this Agreement, DBS/POSB Loyalty Dollars will be awarded to a Customer who has a valid Card and whose Card account is in good standing, as determined by DBS Bank in its sole discretion.
- 2.2. Any Customer residing in Singapore whose account(s) are in good standing, as determined by DBS Bank in its sole discretion, will be automatically extended the privilege to participate in the Programme as at the date of commencement of the Programme or on such date as determined by the DBS Bank from time to time.
- 2.3. If the Card, or the Customer's account or banking relationship with DBS Bank, is terminated at any time for any reason, whether by the Customer or DBS Bank, the Customer will forthwith be disqualified from participating in the Programme and all unused POSB/ DBS Loyalty Dollars then accrued shall automatically be cancelled and no longer be available for use by the Customer; such POSB/ DBS Loyalty Dollars shall not be transferable to any other Customer's Loyalty Account. If the Customer wishes to terminate his Card or close any account in his name

(whether personal or joint) with DBS Bank for any reason, and there is a negative balance in his Customer's Loyalty Account at the time of such request, the Bank shall not be obliged to proceed with such closure until the Customer repays DBS Bank the amount of such negative balance. The Customer authorises DBS Bank to debit the amount of such negative balance from his account.

3. AWARD OF POSB/ DBS LOYALTY DOLLARS

3.1. Awards shall be made by Partner Merchants (including DBS Bank in its capacity as a Partner Merchant) for the purchase of goods and/or services by the Customer from the Partner Merchants in accordance with these Terms and Conditions, the Partner Merchant's Agreement, and the Partner Merchants' Terms and Conditions. The Partner Merchants shall make Awards by crediting the Customer's Loyalty Account with the relevant number of POSB/ DBS Loyalty Dollars. POSB/ DBS Loyalty Dollars cannot be credited into any account other than the Customer's Loyalty Account. Notwithstanding the foregoing, DBS Bank may, in its sole and absolute discretion, award POSB/ DBS Loyalty Dollars to the Customer pursuant to these Terms and Conditions and subject to such additional terms as may be imposed by DBS Bank in its discretion.

3.2. Awards will only be made:

- 3.2.1 to a Customer who makes payment personally with the Card;
- 3.2.2 at the point of sale;
- 3.2.3 based on the amount successfully charged to the Card account and paid by the Customer after deducting any redemption of POSB/ DBS Loyalty Dollars;
- 3.2.4 based on the rebate agreed between the Partner Merchant and DBS Bank; and

3.3. Awards will not be made for:

- 3.3.1 payments to educational institutions;
- 3.3.2 payment to government institutions and services (court cases, fines, bail and bonds, tax payment, postal services, parking lots and garages, intra-government purchases and any other government services not classified here);
- 3.3.3 payment to insurance companies (sales, underwriting, and premiums);
- 3.3.4 payment to non-profit organisations;
- 3.3.5 Betting (including lottery tickets, casino gaming chips, off-track betting, and wagers at race tracks) through any channel;
- 3.3.6 Payments to financial institutions (including banks, online trading platforms and brokerages);
- 3.3.7 any top-ups or payment of funds to any payment service providers, prepaid cards and any prepaid accounts;
- 3.3.8 bill payments and all transactions via AXS or SAM;
- 3.3.9 instalment payment plan purchases, preferred payment plans, balance transfer, fund transfer, cash advances, annual fees, interest, late payment charges, all fees charged by DBS, miscellaneous charges imposed by DBS (unless otherwise stated in writing by DBS);
- 3.3.10 any other transaction effected via any medium or channel, electronic or otherwise, which transaction, medium or channel DBS Bank may in its sole and absolute discretion choose to disallow.

3.4. Unless otherwise specified, all Awards are not to be used in conjunction with any other promotions, discounts or vouchers.

3.5. For the avoidance of doubt, and notwithstanding any clause or provision in this Agreement, DBS Bank may at any time, at its sole and absolute discretion, cancel any of the POSB/ DBS Loyalty Dollars from any Customer's Loyalty Account, awarded to Customer for any reason whatsoever.

- 3.6. POSB/ DBS Loyalty Dollars are not redeemable for cash or credit. POSB/DBS Loyalty Dollars are not transferable. Different types of POSB/ DBS Loyalty Dollars awarded to Customer are not mutually exchangeable or transferable and cannot be used in substitution of each other for purposes of Redemption.
- 3.7. Partner Merchants may require a Customer to produce a valid Card before making an Award.
- 3.8. Partner Merchants may, subject to the prior written approval by DBS Bank, (a) determine the terms and conditions under which they will make Awards (the "Partner Merchant's Terms and Conditions"); and (b) amend or vary their Partner Merchant's Terms and Conditions.
- 3.9. DBS Bank shall not be held responsible for any delay or failure on the part of the Partner Merchants in making Awards or in notifying DBS Bank of the POSB/ DBS Loyalty Dollars awarded to Customers
- 3.10. An Award shall be valid only if, at the time of the Award, the Partner Merchant making the Award:
  - 3.10.1 is party to a valid and existing Partner Merchant's Agreement;
  - 3.10.2 is not in breach of the Partner Merchant's Agreement whether or not DBS Bank has notice of or has given notice to the Partner Merchant of any breach by the Partner Merchant.
- 3.11. Without prejudice to the generality of the foregoing, DBS Bank may, in its absolute discretion, at any time and from time to time and without notice and without giving any reason, cancel and/or reverse any POSB/ DBS Loyalty Dollars awarded if:
  - 3.11.1 at the time of the Award:
    - 3.11.1.1 the Partner Merchant making the Award was not party to a valid and existing Partner Merchant's Agreement; or
    - 3.11.1.2 the Partner Merchant was in breach of the Partner Merchant's Agreement whether or not DBS Bank has notice of or has given notice to the Partner Merchant of any breach by the Partner Merchant; or
  - 3.11.2 the Partner Merchant directs DBS Bank to cancel the POSB/ DBS Loyalty Dollars; or
  - 3.11.3 the Programme is terminated under clause 6
  - 3.11.4 the transaction is reversed, refunded, disputed, unauthorized or fraudulent.
  - 3.11.5 any abuse or fraud in respect to the issuance of POSB/DBS Loyalty Dollars or redemption of the S\$ amount of the POSB/DBS Loyalty Dollars credited to the Card account is found.
- 3.12. POSB/ DBS Loyalty Dollars will cease to be valid after they have been cancelled. For the avoidance of doubt, the Customer shall not be entitled to any compensation in respect of such cancellation.
- 3.13. In determining the amount paid for the purchase of goods and/or services for purposes of calculation of POSB/ DBS Loyalty Dollars, annual card membership fees, interest, late payment charges, GST, cash advances, and other fees and charges shall not be taken into account provided always that DBS Bank is entitled, in its absolute discretion, at any time and from time to time and without notice and without giving any reason, to take into account any card transaction or charges or purchase in the calculation of POSB/ DBS Loyalty Dollars or to otherwise vary the basis of calculation of POSB/ DBS Loyalty Dollars.
4. VALIDITY PERIOD OF POSB/ DBS LOYALTY DOLLARS
  - 4.1. POSB/ DBS Loyalty Dollar awarded is valid as long as the Card account is not closed or cancelled by Cardholder/Bank. DBS Bank may from time to time change the period of validity of the POSB/ DBS Loyalty Dollars without notice to the Customer.
  - 4.2. POSB/DBS Loyalty Dollars will not be redeemable for cash or credit. Cardholders must redeem available POSB/ DBS Loyalty Dollars before closure of the Card account.



4.3. DBS Bank shall be entitled to set off a Customer's POSB/ DBS Loyalty Dollars automatically in payment of the annual fee. The Customer shall continue to be liable to pay any portion of the annual fee that remains outstanding after such set-off.

#### 5. REDEMPTION OF POSB/ DBS LOYALTY DOLLARS

5.1. Redemption may only be made upon the verification of the Customer's identity by the Partner Merchant in accordance with these Terms and Conditions or the Partner Merchant's Agreement.

5.2. Partner Merchants may require a Customer to produce a valid Card before processing any Redemption.

5.3. POSB/ DBS Loyalty Dollars belonging to other Customers may not be combined for the purposes of Redemption.

5.4. Different types of POSB/ DBS Loyalty Dollars awarded to Customer are not mutually exchangeable or transferable and cannot be used in substitution of each other for purposes of Redemption or any other purpose.

5.5. Any dispute arising from or relating to any Redemption shall be settled between the Customer and Partner Merchant. DBS Bank shall not be liable for any claim arising from or relating to any Redemption.

5.6. DBS Bank shall not be responsible for any unauthorised Redemption or any other transaction involving POSB/ DBS Loyalty Dollars, howsoever arising (even if the Customer had informed DBS Bank that the Card had been lost or stolen).

5.7. For certain Partner Merchants (as may be determined by DBS Bank or the Partner Merchant from time to time), Customer acknowledges and agrees that any Redemption by Customer must be made in full (and no partial Redemption is permitted).

#### 6. TERMINATION

6.1. DBS Bank may at its sole discretion, without prior notice to the Customer, suspend or terminate the Programme in which event all POSB/ DBS Loyalty Dollars shall be automatically cancelled subject to such terms as DBS Bank may specify.

6.2. Without prejudice to the generality of the foregoing clauses in these Terms and Conditions, if any one or more of the following shall occur:

6.2.1 DBS Bank determines in its sole and absolute discretion that the Customer has misused or is likely to misuse the Programme in any manner whatsoever;

6.2.2 the Customer commits any fraud or misrepresents any information supplied or to be supplied by the Customer;

6.2.3 any sums payable by the Customer to DBS Bank shall at any time be unpaid for fourteen (14) days after becoming payable (whether any formal or legal demand therefore shall have been made or not);

6.2.4 the Customer shall default in the due observance and performance of any of these terms or conditions or any other applicable terms and conditions, and such default (if capable of being remedied) shall not be remedied for a period of thirty (30) days after DBS Bank shall have given to the Customer written notice of such default; then it shall be lawful for DBS Bank, notwithstanding the waiver of any previous right, to revoke the Customer's right to participate in the Programme and cancel the POSB/ DBS Loyalty Dollars in the Customer's Loyalty Account without prior notice to the Customer.

#### 7. OTHER CONDITIONS

7.1. DBS Bank shall not be responsible or liable to any Customer for any inconvenience, loss or damage or embarrassment incurred or suffered by Customer as a consequence of:

- 7.1.1 any malfunction, defect or error in any Terminal, or other machines, or system of authorisation, howsoever caused; or
  - 7.1.2 any rejection of Card or PIN by any Terminal at the Partner Merchants' outlets or any failure to effect or complete any transaction howsoever caused; or
  - 7.1.3 any delay or inability on the part of DBS Bank to perform any of its obligations pursuant to this Agreement because of any electronic, mechanical, system, data processing or telecommunication defect or failure, or any event outside its control or the control of any of the Partner Merchants; or
  - 7.1.4 any delay, inability or refusal on the part of the Partner Merchant to perform any of their obligations pursuant to their Partner Merchant's agreement for any reason whatsoever.
- 7.2. DBS Bank shall not be responsible for the goods or services purchased under any transaction or the quality or the performance of such goods and services.
- 7.3. DBS Bank shall not be held liable for any loss, physical injury, illness, costs or damages resulting from or during any visit to or purchases made from any Partner Merchant.
- 7.4. DBS Bank shall not be responsible for the content or accuracy of the promotional materials which DBS Bank distributes on behalf of Partner Merchants.
- 7.5. DBS Bank disclaims any liability whatsoever arising from or relating to Awards or Redemptions.
- 7.6. The Customer shall keep DBS Bank fully indemnified against all loss and damage, directly or indirectly arising from or relating to the Customer's misuse of the Card and/or breach of these Terms and Conditions, suffered or incurred by DBS Bank.
- 7.7. DBS Bank may at any time vary, modify or amend these terms and conditions as it may, in its absolute discretion, think fit, and the Customer shall be bound by such variations and amendments provided such amendments or a set of the revised terms are exhibited at the branches or website ([www.dbs.com/sg](http://www.dbs.com/sg)) of DBS Bank and/or publicised by DBS Bank through any media. Upon such exhibition or publication, the Customer shall be deemed to have notice of such amended terms and conditions. If the Customer does not accept any addition and/or variation to these terms and conditions, the Customer shall discontinue his participation in the Programme by requesting the Bank to terminate the Customer's Loyalty Account. If the Customer continues to request for Awards or Redemptions after such notification, the Customer shall be deemed to have agreed to the addition and/or variation without reservation.
- 7.8. In addition to the right of DBS Bank to disclose information as set out any terms and conditions in relation to the services provided by DBS Bank, the Customer hereby authorises DBS Bank to disclose information regarding the Customer and the Customer's Loyalty Account(s) to third parties for the purposes of the Programme.
- 7.9. The Customer may obtain transaction receipts and statements relating to the Customer's Loyalty Account from Partner Merchants and selected self-service banking facilities. DBS Bank's records of all matters relating to the Programme are conclusive and binding on the Customer. DBS Bank is entitled, for any reason and at any time, without liability or prior notice, to suspend the calculation or accrual of POSB/ DBS Loyalty Dollars, to rectify any errors in the calculation, or otherwise adjust such calculation. In the event of any discrepancy between the records of DBS Bank and any receipt or statement issued by the Partner Merchant, DBS Bank's records will prevail.
- 7.10. Where a Card has both a principal and supplementary cardholder:
  - 7.10.1 any POSB/ DBS Loyalty Dollars awarded to either cardholder will be reflected in the same Customer's Loyalty Account. Either cardholder may redeem the POSB/ DBS Loyalty Dollars in the relevant Customer's Loyalty Account; and

- 7.10.2 Card obtained from Partner Merchants and selected self-service banking facilities in respect of any transaction will indicate all POSB/DBS Loyalty Dollars redeemed and awarded and the resulting new balance, regardless of whether it is the principal or supplementary cardholder transacting on the Card.
- 7.11. POSB/ DBS Bank will require at least seven (7) working days to effect any instructions given by Customers in relation to the Programme. “Working day” excludes Saturdays and Sundays.
- 7.12. These Terms and Conditions are governed by and shall be construed in accordance with the laws of the Republic of Singapore. Customers hereby irrevocably submit themselves to the jurisdiction of the courts of the Republic of Singapore.
- 7.13. By using the Card to participate in the Programme or through any other conduct construed as active participation in the Programme, the Customer shall be deemed to have read, understood, and accepted these Terms and Conditions.
- 7.14. All terms and conditions relating to the use of the Cards (including the POSB/DBS Card Agreement) and/or any banking relationships and all terms and conditions governing electronic services shall continue to apply. In the event of any inconsistency, these Terms and Conditions will prevail.
- 7.15. DBS Bank’s decision on all matters relating to the Programme is final and binding on the Customer.
8. Terms and Conditions are accurate at the time of print. For the latest updates, please refer to [www.dbs.com/sg/cards](http://www.dbs.com/sg/cards)

January 2019