

## Terms and Conditions Governing Purchase of Insurance Products from Income, Tokio Marine and DirectAsia via the DBS/POSB website ("Conditions")

In these Conditions, "you" and "your" means the customer (whether individual or corporate). "We", "us" and "ours" means DBS Bank Ltd, including its successors and assigns.

### Purchase of Products

1. You will be responsible for the purchase or purported purchase of NTUC Income Co-operative Limited ("**Income**"), Tokio Marine Insurance Singapore Limited ("**Tokio Marine**") or DirectAsia Insurance Singapore ("**DirectAsia**") products through the DBS/POSB website ("**Transactions**") made or purportedly made by you, or made by any person in your name or on your behalf, with or without your authority, knowledge or consent, and may not claim against us in respect of such Transactions.
2. We and/or the Participants may at any time, without notice to you and without assigning any reason, and without liability for any inconvenience, loss, damage or injury suffered by you or any third party disallow any Transaction or allow a Transaction subject to such conditions as we see fit. The "**Participant**" means Income, Tokio Marine, DirectAsia, Wirecard Singapore Pte. Ltd. or the bank (other than DBS Bank Ltd) with which you maintain the account to debit payment for the Products.
3. Any claims against or disputes with a Participant are to be settled between you and the Participant. You will not claim against us in this respect.
4. The terms and conditions of the Products are specified in the insurance policy contract which will be delivered to you by Income, Tokio Marine or DirectAsia.
5. You will provide us with any information or documentations regarding the money used or other relevant particulars relating to you or any Transaction ("**Information**") that we may reasonably request relating to any Transaction effected or purportedly effected or by you and shall cooperate with us in any related investigation or litigation.

### Data Privacy

6. You agree that the DBS Privacy Policy ("**Privacy Policy**"), which you may read at <http://www.dbs.com/privacy> or obtain a copy from at any DBS or POSB branch, forms part of these Conditions. The DBS Privacy Policy shall apply to all personal data which you have provided to us, your personal data that we have obtained from a third party source and personal data which is collected or created as a result of your relationship with us or any of our Affiliates.
7. You (and if applicable, on behalf of your directors, partners, shareholders and other beneficial owners) consent to our collection, use, disclosure and processing of your and their personal data according to the provisions of our Privacy Policy. You confirm that you are authorised to consent on behalf of these other individuals for us to collect, use, disclose and process their personal data. You also agree that the consent which you provide us here shall remain valid even if you close your account with us.
8. We will not send you any marketing materials or call you to share our products and services if you have opted out of receiving such materials and calls. You may opt-in to receive our marketing materials and calls by submitting an opt-in form, which can be obtained from any DBS/POSB branch.

## Liability

9. We and the Participants will not be liable for any loss suffered by you or any third party arising from and in connection with your purchase or purported purchase of Products except where such loss is attributable to our negligence or wilful default. Neither we nor the Participants will be liable for any inconvenience, loss, damage or injury suffered by you or any third party arising from or caused by:
  - a. our compliance with any instruction given or purported to be given by you relating to a Transaction, notwithstanding that the integrity of the information comprised in such instruction may have been compromised or impaired during transmission, provided that such compromise or impairment would not have been apparent to a reasonable person receiving such instruction;
  - b. your inability to effect or complete any Transaction due to system maintenance or breakdown/non-availability of any network; or
  - c. any failure by us and/or any Participant to perform any obligation or observe any term of these Conditions if such failure arises from a failure of, or any unauthorised and/or unlawful access to, any machine, data processing system or transmission link or any act of force majeure such as acts of God, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lock-outs, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors, or any event outside our control; or
  - d. any equipment or software providers, any service provider, any network providers (including but not limited to telecommunications providers, Internet browser providers and Internet access providers), any Participant, or any agent or subcontractor of any of the foregoing.
10. Any downloading of data from the POSB website is done solely at your risk, and we will not be liable for the integrity or use of any data downloaded in any way.
11. You further acknowledge that equipment and software providers, service providers, network providers (including but not limited to telecommunications providers, Internet browser providers or Internet access providers) and Participants may have or be able to gain access to any Information transmitted over the relevant system, and you agree not hold us liable in any way in this respect.
12. Neither we nor any of our officials shall be liable for any loss or damage suffered by you or any User as a result of any disclosure of any Information which you have consented to us and/or any of our officials disclosing.
13. Neither we nor any Participant shall be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from your entering into any Transaction, or purchasing or purporting to purchase any Product.

## Indemnity

14. You will indemnify us against any liability, loss, damage, including solicitor and client costs and expenses (legal or otherwise) which we may sustain or incur, directly or indirectly, by reason of our agreeing to facilitate your entering into Transactions or having entered into these Conditions with you or enforcement of our rights under these Conditions or in acting upon any instructions which you may give in relation to any Transaction or any negligence, fraud and/or misconduct on your part or on the part of any agents or representatives of yours or your breach of these Conditions.

### **Records of Transactions**

15. The records of Transactions kept by us and the Participants shall be conclusive against and binding on you except in the case of computation and/or manifest error.

### **Joint Accounts**

16. If you comprise two or more persons, then you shall be jointly and severally bound by all obligations under, and all provisions of, these Conditions and Terms and Conditions Governing Electronic Services.
17. If you are a POSB Bank customer, in addition to these Conditions, the purchase of Products through the POSB website is also subject to our prevailing Terms and Conditions Governing Accounts, and DBS/POSB Credit Card Agreement. If there is any conflict or inconsistency between these Conditions and the Terms and Conditions Governing Accounts, the Terms and Conditions Governing Electronic Services or the DBS/POSB Credit Card Agreement, these Conditions will prevail.

### **Amendments**

18. We reserve the right to amend these Conditions at any time with, at our sole discretion, without notice or liability to any party.

### **Severability**

19. If any term of these Conditions is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from these Conditions and rendered ineffective where possible without modifying the other terms of these Conditions.

### **No Waiver**

20. No failure to exercise, nor any delay in exercising, on our part any right or remedy under these Conditions will operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. Our rights and remedies in these Conditions are cumulative and not exclusive of any other rights or remedies provided by law.

### **Governing Law and Jurisdiction**

21. These Conditions are governed by Singapore law. You irrevocably submit to the non-exclusive jurisdiction of the Courts of Singapore.

### Interpretation

22. Words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine or neuter gender and vice versa. Clause and other similar headings are for ease of reference and shall not affect the interpretation of any provision herein.

*Updated as at 22 October 2018*