

## Standard Acquisition Conditions

The Standard Acquisition Conditions set out below (the “**General Conditions**”), together with the Schedules attached and the merchant application form to which these General Conditions accompany or are attached (the “**Merchant Application Form**”), contain the entire agreement between DBS Bank Ltd. (the “**Bank**”), and the merchant identified in the Merchant Application Form (the “**Merchant**”) for the acquisition of merchant transactions by the Bank, on the terms of the General Conditions and such Schedules and the Merchant Application Form (such agreement, the “**Agreement**”).

### 1. Definitions and Interpretation

1.1 In the Agreement, unless the context otherwise requires, the following words shall have the respective meanings specified below:

1.1.1 “**Administrative Fee**” in relation to any Transaction, means the sum specified or calculated in accordance with the formula specified (as applicable) as the “Administrative Fee” in the Merchant Application Form (if any).

1.1.2 “**Adoption Sponsorship**” shall have the meaning ascribed to it in Paragraph 1.3.1 of the DBS Payment Methods Transactions Schedule.

1.1.3 “**Annual Fees Sponsorship**” shall have the meaning ascribed to it in Paragraph 1.3.2 of the DBS Payment Methods Transactions Schedule.

1.1.4 “**Applicable Law**” means such laws and regulations, guidelines, codes, policies, directions, requests or requirements of any government or other governmental authority or any law enforcement, supervisory or tax authority, regulatory body or court or tribunal (including any Regulatory Authority) (whether or not having the force of law), as may be applicable to the Bank or any Bank Entity.

1.1.5 “**Approval Code**” with respect to any Transaction, means the unique transaction code issued by the Bank in respect of the Transaction proposed to be effected or accepted by the Merchant.

1.1.6 “**Authorised Refund**” means any request, direction or instruction effected through:

- (i) with respect to any CP Transaction or CP IPP Transaction, any Terminal to credit any refund or rebate by the Merchant to an account of a Consumer or Eligible Consumer (as the case may be);
- (ii) with respect to any CNP Transaction, CNP IPP Transaction or Recurring Transaction, any Terminal or Payment Gateway to credit any refund or rebate by the Merchant to an account of a Consumer or Eligible Consumer (as the case may be);
- (iii) with respect to any PayLah! Transaction, any Payment Gateway, equipment or software or means to credit any refund or rebate by the Merchant to a PayLah! Account of a Consumer; or
- (iv) with respect to any DBS Payment Methods Transaction, any Payment Gateway, equipment or software or means to credit any refund or rebate by the Merchant to the Consumer’s Card account or PayLah! Account.

1.1.7 “**Bank Entity**” means any of the Bank’s offices, related corporations, associates or affiliates.

1.1.8 “**Bank’s System**” means the computers, equipment and software operated and maintained by the Bank for the purpose of recording and processing Transactions and Authorised Refunds, but excluding all computers, equipment and software at any premises occupied by the Merchant.

1.1.9 “**Banking Day**” means any day on which the Bank is open for business in Singapore.

1.1.10 “**Card**” means:

- (i) with respect to any CP IPP Transaction or CNP IPP Transaction, a Designated Card;

- (ii) with respect to any DBS Payment Methods Transaction:
    - (a) any credit, debit or charge card or token issued by the Bank bearing the name, service mark and/or logo of a Card Network; and/or
    - (b) any credit, debit or charge card or token bearing the name, service mark and/or logo of a Card Network and which is issued by such other bank as may be approved by the Bank for use in any DBS Payment Methods Transaction from time to time; or
  - (iii) with respect to any other Transaction, any credit, debit or charge card or token bearing the name, service mark and/or logo of a Card Network and which is issued by any person licensed by that Card Network to issue such card or token.
- 1.1.11 **“Card Details”** in relation to any Card, means the name of the Consumer, the account number and the expiry date of the Card imprinted on the Card.
- 1.1.12 **“Card Network”** means any or all of UnionPay International Co., Ltd., JCB International Co., Ltd., MasterCard International Incorporated and VISA International Service Association which the Bank has for the time being authorised in relation to the Merchant, as indicated as the “Card Network” in the Merchant Application Form.
- 1.1.13 **“CNP IPP Transaction”** or **“Card-Not-Present IPP Transaction”** means any payment to be made to the Merchant by an Eligible Consumer in respect of any goods and/or services sold, provided or offered by the Merchant or any fees or charges of the Merchant, effected by a Payment Instruction made by the Eligible Consumer, and the settlement of which as between the Eligible Consumer and the Bank shall be by way of such number of monthly instalments as may be agreed by the Bank.
- 1.1.14 **“CNP Transaction”** or **“Card-Not-Present Transaction”** means any payment to be made to the Merchant by a Consumer in respect of any goods and/or services sold, provided or offered by the Merchant or any fees or charges of the Merchant, effected by a Payment Instruction made by the Consumer.
- 1.1.15 **“Commercial Launch Date”** means the date on which the Site which embeds the DBS Payment Methods is ready for commercial launch at all outlets and stalls of the Merchant (such number of outlets and stalls as specified on the Merchant Application Form), as notified by the Merchant to the Bank pursuant to Paragraph 1.6 of the DBS Payment Methods Transactions Schedule, or such date as may be determined by the Bank.
- 1.1.16 **“Consumer”** means:
- (i) with respect to any CP Transaction, CNP Transaction or Recurring Transaction, the person to whom the Card is issued and whose name is imprinted on the Card;
  - (ii) with respect to any CP IPP Transaction or CNP IPP Transaction, an Eligible Consumer;
  - (iii) with respect to any PayLah! Transaction, the person to whom the PayLah! Account is issued and whose name is registered for the PayLah! Account; or
  - (iv) with respect to any DBS Payment Methods Transaction, the person who has made a DBS Payment Methods Transaction using a Card or PayLah!.
- 1.1.17 **“Contract Period”** means:
- (i) with respect to each type of Transaction (other than DBS Payment Methods Transactions), the period commencing from the date on which the Merchant is authorised by the Bank to commence accepting such type of Transactions, as notified by the Bank to the Merchant, and ending upon its termination in accordance with the Agreement; or
  - (ii) with respect to DBS Payment Methods Transactions, the period commencing on the Commercial Launch Date, and ending upon its termination in accordance with the Agreement.

- 1.1.18 “**CP IPP Transaction**” or “**Card Present IPP Transaction**” means any payment to be made to the Merchant by an Eligible Consumer in respect of any goods and/or services sold, provided or offered by the Merchant or any fees or charges of the Merchant, effected by the use of a Designated Card tendered by the Eligible Consumer to the Merchant, and the settlement of which as between the Eligible Consumer and the Bank shall be by way of such number of monthly instalments as may be agreed by the Bank.
- 1.1.19 “**CP Transaction**” or “**Card Present Transaction**” means any payment to be made to the Merchant by a Consumer in respect of any goods and/or services sold, provided or offered by the Merchant or any fees or charges of the Merchant, effected by the use of a Card tendered by the Consumer to the Merchant.
- 1.1.20 “**DBS App**” means any mobile application or site as may be designated by the Bank and notified to the Merchant from time to time.
- 1.1.21 “**DBS Payment Methods**” means the embedded order-embedded pay-fulfil technology version or solution developed by the Vendor, as may be enhanced and/or upgraded from time to time.
- 1.1.22 “**DBS Payment Methods Payment Instruction**” means any request, direction or instruction (whether contained in a document, made verbally, or otherwise) for the use of any Card Details or PayLah! Account.
- 1.1.23 “**DBS Payment Methods Transaction**” means any payment to be made to the Merchant by a Consumer in respect of any goods and/or services sold, provided or offered by the Merchant or any fees or charges of the Merchant, effected by a DBS Payment Methods Payment Instruction made by the Consumer through any Site which embeds DBS Payment Methods.
- 1.1.24 “**DBS Personal Data**” shall have the meaning ascribed to it in Condition 14.1.
- 1.1.25 “**Designated Card**” means any credit, debit or charge card or token issued by the Bank bearing the name, service mark and/or logo of a Card Network and which is of a type as may be notified by the Bank to the Merchant for the purposes of CP IPP Transactions or CNP IPP Transactions (as the case may be).
- 1.1.26 “**Eligible Consumer**” in relation to a Designated Card, means the person to whom the Designated Card is issued and whose name is imprinted on the Designated Card.
- 1.1.27 “**Improper Payments**” means the conferring of bribes, undue advantage, improper gratifications, gifts and/or payments, whether of a financial nature or otherwise, in violation of the UK Bribery Act 2010 and/or such other applicable anti-corruption laws and regulations.
- 1.1.28 “**IPP Draft**” in relation to any CP IPP Transaction, means any draft or form approved or issued by the Bank from time to time for use by the Merchant for the purpose of recording any such CP IPP Transaction (whether through a Terminal or otherwise).
- 1.1.29 “**MDR**” means the merchant discount rate specified on the Merchant Application Form or as notified by the Bank to the Merchant from time to time in writing with respect to each Card Network and with respect to any particular category or type of Transaction.
- 1.1.30 “**Parties**” means the Bank and the Merchant, and “**Party**” means either of them.
- 1.1.31 “**PayLah!**” means DBS PayLah! (as may be renamed or rebranded by the Bank), a mobile service offered by the Bank that comprises a stored value facility in a personal mobile wallet on a mobile device which may be used by the Consumer to transfer and receive funds.
- 1.1.32 “**PayLah! Account**” means the PayLah! mobile wallet registered by the Consumer, linking to the Consumer’s specified personal bank account.
- 1.1.33 “**PayLah! Payment Instruction**” means any request, direction or instruction (whether contained in a document, made verbally or otherwise) for the use of any PayLah! Account made through the post or over any telephone, computer, electronic or other telecommunications equipment, medium or network (whether through the Internet or otherwise).

- 1.1.34 **“PayLah! Transaction”** means any payment to be made to the Merchant by a Consumer in respect of any goods and/or services sold, provided or offered by the Merchant or any fees or charges of the Merchant, effected by a PayLah! Payment Instruction made by the Consumer.
- 1.1.35 **“Payment Amount”** in relation to a Transaction, means the Transaction Amount less a discount at the MDR.
- 1.1.36 **“Payment Gateway”** means any electronic payment system or platform which enables the transmission and/or processing of Payment Instructions, PayLah! Payment Instructions and/or DBS Payment Methods Payment Instructions (as the case may be) for the purpose of effecting real-time electronic and/or online payments as may from time to time be specified by the Bank.
- 1.1.37 **“Payment Instruction”** means any request, direction or instruction (whether contained in a document, made verbally, or otherwise) for the use of any Card Details made through the post or over any telephone, computer, electronic or other telecommunications equipment, medium or network (whether through the Internet or otherwise).
- 1.1.38 **“PDPA”** means the Personal Data Protection Act 2012 (Act 26 of 2012) and any and all subsidiary legislation passed thereunder.
- 1.1.39 **“Personal Information”** means any information or data which can be related to an identifiable individual or which falls within the definition of “personal data” as set out in the PDPA.
- 1.1.40 **“Prescribed Event”** means any of the following:
- (i) the Merchant has commenced the winding down or cessation of its business, or has ceased to carry on business, or is or may be bankrupt or insolvent;
  - (ii) the Merchant has engaged in any fraudulent, unconscionable or unlawful activity or practice relating to the Merchant’s business, or is alleged by one or more customers to have done so;
  - (iii) the Merchant or any of its officers, employees and/or agents had committed, or are being investigated by any authority in relation to, any fraudulent, unconscionable or unlawful activity or practice relating to the Merchant’s business; or
  - (iv) the Merchant has failed to observe, comply with or duly perform any of the Merchant’s obligations under the Agreement, or any of the representations, warranties, undertakings made or deemed to be made by the Merchant to the Bank under the Agreement is untrue, incorrect or inaccurate in any respect, and in the circumstances, there are reasons to believe that the Merchant will not or may not be able to honour and perform the Merchant’s payment obligations (including any contingent payment obligations) in accordance with the Agreement or otherwise when required to do so.
- 1.1.41 **“Public Official”** means any individual who holds a legislative, administrative or judicial position of any nature in a country or territory, exercises a public function for or on behalf of a country or territory or public agency or public enterprise of such country or territory and/or is an official, member, servant or agent of an organisation which comprises wholly or a mixture of countries or territories and/or governments of countries or territories, or is a collection of organisations comprising of the same.
- 1.1.42 **“Recurring Transaction”** means any payment to be made to the Merchant by a Consumer, which recurs on a monthly or other periodic basis, to be effected by the Merchant pursuant to a subsisting Payment Instruction given by the Consumer to the Merchant.
- 1.1.43 **“Regulatory Authority”** means any ministry or department of the Government of Singapore, and includes any statutory authority or body in Singapore established with powers to regulate banking, credit and/or financial services and/or electronic transactions and/or telecommunications and/or personal data.
- 1.1.44 **“Relevant External Agreements”** shall have the meaning ascribed to it in Paragraph 1.1 of the DBS Payment Methods Transactions Schedule.

- 1.1.45 “**Relevant Information**” means any “customer information” as defined under the Banking Act (Chapter 19 of Singapore) relating to the Merchant and/or the Merchant’s accounts, information relating to the Merchant’s accounts or the conduct thereof, the Merchant’s or any of its customers’, officers’, partners’ or shareholders’ particulars and affairs (financial or otherwise) and document or transaction and/or any other matter.
- 1.1.46 “**Relevant Purposes**” shall have the meaning ascribed to it in Condition 12.1.
- 1.1.47 “**Sales Draft**” means any draft or form approved or issued by the Bank from time to time for use by the Merchant for the purpose of recording any CP Transaction.
- 1.1.48 “**Settlement Currency**” in relation to any type of Transaction, means the currency specified as “Settlement Currency” in the Merchant Application Form and/or any other currency which the Bank may from time to time agree in writing, whether in addition to or replacement of any such currency.
- 1.1.49 “**Site**” means any website on the Internet or the mobile application, at or from which any goods and/or services are offered by the Merchant.
- 1.1.50 “**Specified Period**” in relation to any Approval Code issued by the Bank with respect to any Transaction proposed to be effected by the Merchant, means a period of 5 consecutive days (or such other longer or shorter period as the Bank may from time to time notify the Merchant in writing) after the date the Bank’s System transmits that Approval Code to the Merchant (whether through a Terminal or a Payment Gateway, as applicable)).
- 1.1.51 “**Term**” means the period commencing from the date on which the Merchant may first commence accepting one or more types of Transaction, as notified by the Bank to the Merchant, and ending upon its termination in accordance with the Agreement.
- 1.1.52 “**Terminal**” means any equipment (including any electronic data capture terminal and any card approval terminal and their related accessories and software, if applicable) or software for the time being approved by the Bank for use by the Merchant for the purpose of processing any Transaction (including obtaining an Approval Code from the Bank for any Transaction), or any particular type of Transactions, or any refund to a Consumer in connection with any Transaction.
- 1.1.53 “**Transaction**” means any CP Transaction, CP IPP Transaction, CNP Transaction, CNP IPP Transaction, Recurring Transaction, PayLah! Transaction or DBS Payment Methods Transaction.
- 1.1.54 “**Transaction Amount**” in relation to a Transaction, means the amount of the Transaction communicated by the Merchant to the Bank in conjunction with the seeking of an Approval Code from the Bank for that Transaction, as recorded in the Bank’s System following the issuance of the Approval Code for that Transaction.
- 1.1.55 “**Transaction Currency**” in relation to any type of Transaction, means the currency specified as a “Transaction Currency” in the Merchant Application Form and/or any other currency which the Bank may from time to time agree in writing, whether in addition to or replacement of any such currency.
- 1.1.56 “**Vendor**” shall have the meaning ascribed to it in Paragraph 1.1 of the DBS Payment Methods Transactions Schedule.
- 1.2 The headings and sub-headings of the provisions of the Agreement are to facilitate reference only and do not form part of the agreement between the parties, and shall not in any way affect the construction or interpretation thereof.
- 1.3 Unless the context otherwise requires:
- 1.3.1 words using the singular or plural number also include the plural or singular number, respectively; words denoting any gender shall include all genders;
- 1.3.2 the terms “**hereof**”, “**herein**”, “**hereby**”, “**hereto**” and similar words refer to the entire Agreement and not any particular Condition or Paragraph, or any other subdivision of the Agreement;

- 1.3.3 the words “**include**” or “**including**” shall be deemed to be followed by “**without limitation**” or “**but not limited to**” whether or not they are followed by such phrases or words of like import;
- 1.3.4 references to any “**person**” include any natural person, corporation, judicial entity, association, statutory body, partnership, body corporate, limited liability company, joint venture, trust, estate, unincorporated organisation or government, state or any political subdivision, instrumentality, agency or authority;
- 1.3.5 references to “**Condition**” shall be construed as references to the conditions of the General Conditions;
- 1.3.6 references to “**Paragraph**” shall be construed as references to the paragraphs of the Schedules to the Agreement;
- 1.3.7 references to any statute, regulation, notification or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- 1.3.8 references to any other agreement or document in the Agreement shall be construed as references to such other agreement or document, as may be amended, modified or supplemented from time to time, and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms; and
- 1.3.9 any reference to any person shall be construed as a reference to such person’s successors and permitted assigns.

## 2. **Authorised Transactions**

- 2.1 Each of the Schedules specified below shall only apply if the Merchant has been authorised by the Bank in writing (whether in the Merchant Application Form or otherwise) to effect and complete the type of Transaction corresponding to the relevant Schedule:
  - 2.1.1 for the Card Present Transactions Schedule, CP Transactions;
  - 2.1.2 for the Card Present IPP Transactions Schedule, CP IPP Transactions;
  - 2.1.3 for the Card-Not-Present Transactions Schedule, CNP Transactions;
  - 2.1.4 for the Card-Not-Present IPP Transactions Schedule, CNP IPP Transactions;
  - 2.1.5 for the Recurring Transactions Schedule, Recurring Transactions;
  - 2.1.6 for the PayLah! Transactions Schedule, PayLah! Transactions; and
  - 2.1.7 for the DBS Payment Methods Transactions Schedule, DBS Payment Methods Transactions.
- 2.2 The Merchant shall ensure that the relevant Schedule(s) corresponding to the type(s) of Transactions which the Merchant has been authorised by the Bank in writing to effect and complete, accompany or are attached to the General Conditions.

## 3. **Term and Termination**

- 3.1 Neither Party shall terminate the Contract Period with respect to any type of Transaction or the Term except as follows:
  - 3.1.1 subject to Condition 3.1.3, either Party may terminate the Term by giving the other Party not less than 30 days’ prior written notice, in which event the Term shall terminate on the date specified in the notice;
  - 3.1.2 subject to Condition 3.1.3, either Party may terminate the Contract Period with respect to any type of Transaction by giving the other Party not less than 30 days’ prior written notice, in which event the Contract Period with respect to such type of Transaction shall terminate on the date specified in the notice; and

- 3.1.3** with respect to DBS Payment Methods Transactions, any notice given by either Party to terminate the Contract Period for DBS Payment Methods Transactions pursuant to Conditions 3.1.1 and 3.1.2 shall not be given other than after the date falling on the third anniversary of the Commercial Launch Date.
- 3.2** Regardless, the Bank has the right to terminate the Contract Period with respect to any type of Transaction or the Term immediately by giving written notice to the Merchant in any of the following events:
- 3.2.1** the Merchant or, where the Merchant is a firm, any of the partners comprising the Merchant, passes away or becomes mentally incapacitated or proceedings are commenced for the bankruptcy of the Merchant or any of such partners (as the case may be) or an interim order (within the meaning of the Bankruptcy Act, Chapter 20 of Singapore) is applied for or made in respect of the Merchant or any of such partners (as the case may be);
- 3.2.2** where the Merchant is a company, proceedings are commenced or a resolution is passed for the winding up or dissolution of the Merchant or the cessation of its business, or proceedings are commenced for the judicial management of the Merchant, or a receiver and/or manager is/are appointed over or distress or other execution is levied against the Merchant or any of its assets, the Merchant enters into any composition or arrangement with its creditors, or the Merchant has ceased to carry on business;
- 3.2.3** the Merchant submits any Transaction for the purpose of any payments to be made by any Consumer to a person other than the Merchant;
- 3.2.4** acceptance of payments made by any Consumer to a person other than the Merchant;
- 3.2.5** the Merchant breaches any of its obligations under the Agreement or any of the Merchant's representations, warranties, undertakings under the Agreement becomes untrue;
- 3.2.6** a Card Network notifies the Bank that the Merchant is involved or suspected to be involved in any fraudulent, unlawful or suspicious activity;
- 3.2.7** the Bank has reason to believe that the Merchant may be unable to fulfil any obligation under the Agreement; or
- 3.2.8** any situation where (i) the person which Controls the Merchant as at the date of the Agreement ceases to Control the Merchant, or (ii) a person who is not in Control of the Merchant as at the date of the Agreement acquires Control of the Merchant, where "Control" means the possession, directly or indirectly, of a majority of the shareholding, securities or other equity or membership interests in, and/or the power to direct or cause the direction of the management or policies (whether through the ownership of securities, by contract or otherwise) of, the Merchant.
- 3.3** The rights of termination conferred on the Bank shall not prejudice any right or remedy which may be available to the Bank under the Agreement, at law or otherwise.
- 3.4** The termination of the Contract Period with respect to any type of Transaction shall not affect:
- 3.4.1** any accrued rights, obligations or liabilities of either Party with respect to such type of Transaction or the continuance in force of the provisions of the Agreement which are not expressed or by their nature ought not to be contingent on the continuance in force of such Contract Period;
- 3.4.2** without prejudice to the generality of Condition 3.4.1, the continued application of the provisions of the Agreement in respect of any Approval Codes issued by the Bank and any Transactions and/or Authorised Refunds completed by the Merchant before the termination of such Contract Period and any payment of any Payment Amount made by the Bank to the Merchant in respect thereof after the termination of such Contract Period; and
- 3.4.3** the continuation in force of the Contract Period and the rights, obligations and liabilities of either Party with respect to each of the remaining type(s) of Transactions (where applicable).
- 3.5** Notwithstanding anything contained herein, the Term shall automatically terminate when all Contract Periods have been terminated in accordance with the Agreement.

- 3.6** The termination of the Term shall not affect:
- 3.6.1** any accrued rights, obligations or liabilities of either Party or the continuance in force of the provisions of the Agreement which are not expressed or by their nature ought not to be contingent on the continuance in force of the Term; or
  - 3.6.2** without prejudice to the generality of Condition 3.6.1, the continued application of the provisions of the Agreement in respect of any Approval Codes issued by the Bank and any Transactions and/or Authorised Refunds completed by the Merchant before the termination of the Term and any payment of any Payment Amount made by the Bank to the Merchant in respect thereof after the termination of the Term.

#### **4. Acceptance of Transactions**

- 4.1** The Merchant must seek (through the use of a Terminal, the relevant Payment Gateway or otherwise over the telephone at the number(s) specified by the Bank from time to time) and obtain an Approval Code from the Bank with respect to each Transaction proposed to be effected by the Merchant before accepting the Transaction or any Card or Card Details of any Consumer (as the case may be) for the purpose of effecting the Transaction.
- 4.2** The Merchant shall observe and comply with any and all instructions given by the Bank (whether through any Terminal, Payment Gateway or otherwise) in response to any request for an Approval Code for any Transaction. Without prejudice to the foregoing, if the Merchant receives a "Referral" message following such request, the Merchant shall contact the Bank through the telephone at the number(s) specified by the Bank for instructions.
- 4.3** Notwithstanding any term in the Agreement, the Bank shall not have any liability whatsoever to the Merchant in respect of any Transaction unless the Merchant had first sought, and the Bank had issued, an Approval Code for that Transaction. Nothing in the Agreement shall be construed as imposing any obligation on the Bank to issue an Approval Code with respect to any Transaction or at all. Any Approval Code issued by the Bank with respect to any Transaction shall not in any way preclude or prevent the Bank from relying upon any other provision in the Agreement to refuse or withhold any payment to the Merchant in respect of that Transaction or recover from the Merchant any amount paid to the Merchant in respect of that Transaction.
- 4.4** An Approval Code issued by the Bank shall be valid and remain in force only for the Specified Period. Unless otherwise specified or instructed by the Bank, the Merchant must seek and obtain a fresh Approval Code from the Bank with respect to a Transaction if the Merchant fails to complete the Transaction within the Specified Period.
- 4.1** If the Merchant has any reason to suspect or believe that the person seeking to use any Card, Card Details or PayLah! Account is not the Consumer or the circumstances in which the Card, Card Details, or PayLah! Account (as the case may be) is sought to be used are suspicious or unusual, the Merchant shall not process the Transaction and shall immediately inform the Bank of the same, and comply with such instructions as may be prescribed by the Bank.

#### **5. Settlement of Transactions**

- 5.1** Subject to Condition 5.2, with respect to each Transaction completed by the Merchant, the Merchant shall transmit to the Bank's System, either through the relevant Terminal (for CP Transactions or CP IPP Transactions) or the relevant Payment Gateway (for the other types of Transactions), the following data and any other information as the Bank may from time to time specify, no later than the end of the first Banking Day immediately following the day on which the Approval Code was issued for that Transaction, or such other date as the Bank may specify:
  - 5.1.1** with respect to CP Transactions or CP IPP Transactions, all data with respect to such Transaction;
  - 5.1.2** with respect to CNP Transactions, all the data listed in Paragraphs 1.1.1 to 1.1.4 of the Card-Not-Present Transactions Schedule;

- 5.1.3** with respect to CNP IPP Transactions, all the data listed in Paragraphs 1.1.1 to 1.1.5 of the Card-Not-Present IPP Transactions Schedule;
- 5.1.4** with respect to Recurring Transactions, the name of the Merchant, the Approval Code issued by the Bank with respect to the Recurring Transaction, the Transaction Amount and the date on which the Recurring Transaction is effected;
- 5.1.5** with respect to PayLah! Transactions, all the data listed in Paragraph 1.1.1 to 1.1.6 of the PayLah! Transactions Schedule; and
- 5.1.6** with respect to DBS Payment Methods Transactions, all the data listed in Paragraphs 2.1.1 to 2.1.6 of the DBS Payment Methods Transactions Schedule.
- 5.2** If the Approval Code for a CP Transaction or CP IPP Transaction was obtained over the telephone, the Merchant shall upon completion of such Transaction submit to the Bank the Sales Draft or IPP Draft (as the case may be) for that Transaction no later than 3 Banking Days following the day on which such Approval Code was issued. However, this Condition 5.2 shall not apply if the Merchant is able to transmit and has transmitted, through the Terminal, to the Bank's System all data with respect to such Transaction no later than the end of the first Banking Day immediately following the day on which such Approval Code was issued. The Merchant shall not make or cause to be made more than one transmission to the Bank's System of the data relating to a Transaction or submit to the Bank more than one Sales Draft or IPP Draft (where applicable).
- 5.3** The Merchant shall observe and comply with any and all instructions given to the Merchant by the Bank (whether through the Bank directly or any Terminal or Payment Gateway or otherwise) in connection with the transmission of data relating to any Transaction and/or the submission of any Sales Draft or IPP Draft (where applicable).
- 5.4** The Merchant shall, in transmitting to the Bank's System the data relating to a Transaction or submitting to the Bank the Sales Draft or IPP Draft in respect of a Transaction (where applicable), be deemed to have made the following representations, warranties and undertakings to the Bank with respect to the Transaction:

  - 5.4.1** the Merchant has fully observed and complied with all the terms of the Agreement in relation to the Transaction;
  - 5.4.2** the Transaction was completed within the Specified Period of the Approval Code issued by the Bank for that Transaction;
  - 5.4.3** the Transaction constitutes payment for goods and/or services sold, supplied and/or provided by the Merchant, or the fees or charges of the Merchant, and neither the contract nor the performance of the contract relating to the sale, supply and/or provision of such goods and/or services or under which such fees or charges were incurred is or shall be illegal, invalid or unenforceable for any reason whatsoever in Singapore and in the country where they are to be supplied or provided or incurred;
  - 5.4.4** in respect of a CP Transaction or CP IPP Transaction:

    - (i) the Consumer had in fact duly signed the Sales Draft or the IPP Draft (as the case may be); and
    - (ii) all the goods and/or services underlying the Transaction which are required to be sold, supplied and/or provided have in fact been duly delivered, supplied and/or performed (as the case may be);
  - 5.4.5** in respect of a CNP Transaction, CNP IPP Transaction or Recurring Transaction, the Consumer had in fact made the Payment Instruction and the Merchant had been duly authorised by the Consumer to use the Card Details for the purposes of the Transaction;
  - 5.4.6** in respect of a PayLah! Transaction, the Consumer had in fact made the PayLah! Payment Instruction and the Merchant had been duly authorised by the Consumer to use the PayLah! Account for the purposes of the PayLah! Transaction;

- 5.4.7** in respect of a DBS Payment Methods Transaction, the Consumer had in fact made the DBS Payment Methods Payment Instruction and the Merchant had been duly authorised by the Consumer to use the Card Details and/or PayLah! Account (as the case may be) for the purposes of the DBS Payment Methods Transaction; and
- 5.4.8** all information and data transmitted to the Bank's System or otherwise furnished to the Bank (whether in writing or electronically) is true, accurate and correct in all respects.

## **6. Refunds to Consumers**

- 6.1** The Merchant shall not make any refunds to any Consumer in connection with any Transaction, save by way of crediting the amount of such refund to the account of the Consumer (from which account the payment for such Transaction was made) in accordance with the provisions of this Condition 6.
- 6.2** If the Merchant proposes to make a refund to a Consumer in connection with a Transaction completed by the Merchant with that Consumer, the following terms shall apply:
- 6.2.1** The Merchant shall submit a request to the Bank (by such means and in such form as the Bank may require) to credit the account of the Consumer (from which account the payment for such Transaction was made) with the amount of the refund specified in such request. Without prejudice to the generality of the foregoing, the request in respect of a refund for a PayLah! Transaction or a DBS Payment Methods Transaction shall contain the name of the Merchant and the Merchant's identification code assigned by the Bank, the amount to be refunded and credited (in the Transaction Currency), the date on which the refund is to be effected, the unique transaction identification number assigned by the Merchant to the Consumer with respect to such Transaction, the Approval Code issued by the Bank with respect to such Transaction, and any other information as the Bank may from time to time specify.
- 6.2.2** The Bank shall not be obliged to effect any refund in relation to any Transaction or credit an account (including any PayLah! Account) of any Consumer. If the Bank, at its sole discretion, accedes to any request to credit an account (including any PayLah! Account) of any Consumer whether in respect of goods and services tax or otherwise, the Merchant shall pay the Bank the amount to be credited before the Bank effects such credit.
- 6.3** In the event that a refund by the Merchant to the PayLah! Account of a Consumer undertaken pursuant to Condition 6.2 is unsuccessful due to a closure or blocking of that PayLah! Account, the Merchant shall be entitled to refund that Consumer by other modes of payment.
- 6.4** If the Bank had authorised the Merchant in writing to carry out Authorised Refunds in respect of a type of Transaction, the following terms shall apply (in place of and notwithstanding Condition 6.2) for as long as such authorisation continues in force:
- 6.4.1** Any refund proposed to be made by the Merchant to a Consumer in connection with a Transaction completed by the Merchant with that Consumer shall be made by means of an Authorised Refund.
- 6.4.2** The Merchant shall, immediately after an Authorised Refund has been transmitted through a Terminal, the Internet, data network or Payment Gateway (as the case may be) to the Bank's System, pay the Bank the amount specified in the Authorised Refund as the amount to be credited or refunded.
- 6.4.3** The Merchant shall provide the Consumer (in relation to whom the Authorised Refund is effected) with a transaction receipt for the Authorised Refund. Without prejudice to the generality of the foregoing:
- (i) in respect of an Authorised Refund for a CNP Transaction, CNP IPP Transaction or Recurring Transaction, the transaction receipt shall contain the name of the Merchant and the Merchant's identification code assigned by the Bank, the amount to be refunded and credited (and if the amount is denominated in a currency other than Singapore dollars, the currency), the date on which the refund is effected and any other information as the Bank may from time to time specify; and

- (ii) in respect of an Authorised Refund for a PayLah! Transaction or a DBS Payment Methods Transaction, the transaction receipt shall contain the data listed in Condition 6.2.1, and any other information as the Bank may from time to time specify.

## **7. Refunds to the Bank**

- 7.1** Notwithstanding any term in the Agreement to the contrary and any Approval Code that may have been issued by the Bank with respect to a Transaction, the Bank shall not be required to make any payment to the Merchant pursuant to Condition 8.1 with respect to the Transaction and shall be entitled to withhold payment of the whole or any part of such sum due to the Merchant under the Agreement.
- 7.2** If any payment had been made to the Merchant pursuant to Condition 8.1, the Merchant shall immediately refund to the Bank the amount of the payment (or any part thereof) on demand, if one or more of the following circumstances applies to the Transaction:
  - 7.2.1** the Merchant failed to observe, comply with or duly perform any of the Merchant's obligations under the Agreement with respect to that Transaction, or any of the representations, warranties or undertakings made or deemed to be made by the Merchant to the Bank under the Agreement with respect to that Transaction is or becomes untrue, incorrect or inaccurate or is breached in any respect;
  - 7.2.2** the Bank is of the opinion or is notified (whether by the Consumer (with whom the Transaction was supposedly effected) or by the issuer of the Card) that:
    - (i) such Consumer did not sign the Sales Draft or the IPP Draft (as the case may be) or did not effect the Transaction or such Consumer disputes the Transaction or alleges that the Payment Instruction or PayLah! Payment Instruction (as the case may be) was not issued or submitted by him/her;
    - (ii) the Merchant had not been authorised by the Consumer to use such Card or Card Details, or the PayLah! Account of the Consumer (as the case may be);
    - (iii) the Merchant had failed to deliver or supply the requisite goods and/or perform the requisite services to which the Transaction relates;
    - (iv) such Consumer disputes the nature, quality or quantity of such goods and/or services or had returned or rejected any such goods or services; or
    - (v) the contract relating to the sale, supply and/or provision of such goods and/or services or for the fees or charges of the Merchant is illegal, invalid or unenforceable for any reason whatsoever;
  - 7.2.3** any particulars with respect to the Transaction is incorrect or incomplete;
  - 7.2.4** the Transaction Amount payable by the Consumer (with whom the Transaction was supposedly effected) to the Merchant in respect of such Transaction exceeds the amount which the Merchant would otherwise charge for cash payment;
  - 7.2.5** the data pertaining to the Transaction was received by the Bank's System after the time prescribed in Condition 5.1 or 5.2 (as the case may be); and/or
  - 7.2.6** the issuer of the Card which was used in the Transaction is entitled to refuse to pay, or to claim a refund of the amount paid to, or refuses to pay, or claims a refund of the amount paid to, the Bank in respect of the Transaction.

## **8. Payments to the Merchant and Payment Amount**

- 8.1** Subject to the terms of this Agreement, the Bank shall, with respect to each Transaction whose data is duly transmitted to the Bank's System in accordance with the terms of this Agreement, pay the Merchant the Payment Amount of that Transaction within 7 Banking Days after the data pertaining to the Transaction was captured in the Bank's System.

- 8.2** If the data pertaining to a Transaction is received by the Bank's System after the time prescribed in Condition 5.1 or 5.2, the Bank may at its sole discretion elect as follows:
- 8.2.1** exercise its rights under this Agreement (including Condition 7.2.5) with respect to that Transaction; or
  - 8.2.2** increase, with respect to that Transaction, the MDR which would otherwise have been applicable to that Transaction by an additional 0.60% (or such other rate or amount as the Bank may notify the Merchant from time to time).
- 8.3** Notwithstanding Condition 8.1, the Bank may at its sole discretion, by notice to the Merchant, withhold payment to the Merchant of the Payment Amount of any Transaction for such period (not exceeding 7 months from the date the Transaction was completed) as the Bank may notify the Merchant.
- 8.4** The Bank will make payment to the Merchant of the Payment Amount for each Transaction in the Settlement Currency. For this purpose, where the Payment Amount is denominated in a currency other than the Settlement Currency, the Bank will convert the Payment Amount into the Settlement Currency at such rate as may be determined by the Bank at its sole discretion at the time payment is made to the Merchant, and may, at its sole discretion, deduct a sum equal to the Administrative Fee (if any) from such Payment Amount.
- 8.5** Any payment by the Bank to the Merchant with respect to a Transaction is made in reliance of the truth and correctness of the representations, warranties and undertakings made by the Merchant to the Bank with respect to such Transaction. Any such payment shall not constitute an admission or acknowledgement by the Bank that the Merchant had in fact duly observed, complied with and performed the Merchant's representations, warranties, undertakings and obligations under the Agreement with respect to that Transaction, and shall not prejudice in any way any rights, remedies and claims which the Bank may have against the Merchant, whether pursuant to any term in the Agreement or otherwise.
- 8.6** If any event occurs which the Bank in good faith believes will have, has or has had a material adverse effect on a Transaction Currency (including any form of exchange control restriction or requirement of whatsoever nature affecting the availability, convertibility, credit or transfers of currencies or funds, any form of debt or other moratorium on jurisdictions, individuals or entities, or any devaluation, redenomination or demonetisations of any such currency), the Bank may at its discretion suspend indefinitely or terminate any service to a Consumer enabling such Consumer to make payment for any Transaction in that Transaction Currency. The Bank shall not be liable to the Merchant in any way for any loss or damage arising from or in connection with such suspension or termination.

## **9. Indemnity**

- 9.1** The Merchant shall indemnify and hold the Bank harmless from and against any and all claims, liabilities, expenses, costs, loss or damage of whatever nature (including legal costs on an indemnity basis) brought against or suffered or incurred by the Bank arising out of or in connection with the Agreement or any Transaction, including:
- 9.1.1** any breach of the terms and conditions of the Agreement by the Merchant;
  - 9.1.2** any statement, act, omission, fraud, negligence or default whatsoever of the Merchant or any of its officers, employees and/or agents (which the Merchant agrees it shall be fully and solely liable and responsible for);
  - 9.1.3** any enforcement or attempted enforcement by the Bank of its rights or remedies under this Agreement;
  - 9.1.4** any Applicable Law which may have an effect on the Agreement, any Transaction or Authorised Refund or any payment to the Merchant;
  - 9.1.5** any act or omission of the Merchant in respect of any Relevant Information or Personal Information obtained or acquired by the Merchant and/or disclosed to the Bank, including any amount the Bank may be required to pay to a Card Network and/or any Regulatory Authority (where applicable); and/or

- 9.1.6 where the Bank has provided to the Merchant or installed at the premises of the Merchant any Terminal, the installation, possession, storage, maintenance, repair, service, use, operation and/or return of the Terminal by the Merchant.

## **10. Security**

- 10.1 The Bank may, at any time during the Term, require the Merchant to furnish the Bank with security for the due performance by the Merchant of its representations, warranties, undertakings and obligations under the Agreement, and any and all sums which may become payable by the Merchant to the Bank (whether as damages or otherwise). Upon any such request made by the Bank, the following terms shall apply:

10.1.1 The Merchant shall furnish the Bank with such amount as the Bank may specify by way of security, within 7 Banking Days of the Bank's request.

10.1.2 The Bank may utilise at any time (whether during or after the termination of the Term) the whole or any part of the amount of security held by the Bank towards settlement (in whole or in part) of any sum due from or payable by the Merchant to the Bank in connection with or arising from the Agreement. If so, the Merchant shall forthwith procure that the amount of such security be reinstated to such sum as may be required by the Bank for the time being for the purposes of this Condition 10.1.

10.1.3 The Bank shall be entitled to retain the amount of the security provided by the Merchant until the expiry of 8 months after the termination of the Term, after which, subject to the rights conferred on or exercisable by the Bank under the Agreement, the Bank shall return to the Merchant the balance for the time being held by the Bank, free of interest.

10.1.4 Any security held by the Bank shall not preclude, affect or restrict the exercise of any rights by the Bank under the Agreement or any legal remedy or relief to which the Bank may be entitled arising from any breach of the Merchant. In addition, nothing in the Agreement shall be construed as in any way limiting the Bank's right of recovery against the Merchant to the amount of the security.

- 10.2 Without prejudice to Condition 10.1, if a Prescribed Event occurs, or the Bank has reasonable grounds to believe that a Prescribed Event has occurred or may occur, the Bank shall not be required to make payment of, and may withhold and retain, all monies (or any part thereof as the Bank may consider appropriate) which would otherwise fall payable in respect of any and all Transactions (including any Payment Amounts). In this connection, the following terms shall apply:

10.2.1 All monies so withheld shall be retained by way of security for such duration as the Bank may reasonably consider appropriate (but not exceeding 8 months after the termination of the Term, after which, subject to the rights conferred on or exercisable by the Bank under the Agreement, the Bank shall return to the Merchant the balance for the time being held by the Bank, free of interest). The Bank may utilise, at any time (whether during or after the termination of the Term), the whole or any part of the amount of such monies towards settlement (in whole or in part) of any sum due from or payable by the Merchant to the Bank in connection with or arising from the Agreement.

10.2.2 In determining the amount of the security to be established pursuant to this Condition 10.2, the Bank will take into account all the surrounding circumstances leading to the occurrence of the Prescribed Event, and estimate the amount of the refunds which the Merchant may potentially be liable for.

10.2.3 The Bank will periodically review the adequacy of the amount of the security for the time being held by the Bank pursuant to this Condition 10.2 in light of the prevailing circumstances, and if the Bank considers it reasonably appropriate to do so, the Bank will reduce the amount of the security for the time being held by the Bank, and return the surplus to the Merchant.

## **11. Examination of Records**

- 11.1 The Merchant shall maintain and retain all records (whether in documentary or electronic form or in computer disks or other storage medium) (including any Sales Drafts or IPP Drafts) relating to:

11.1.1 each Transaction and each refund (including any Authorised Refund); and

11.1.2 the goods and/or services supplied, sold or provided or the Merchant's fees or charges in respect thereof,

for a period of at least 18 months from the date of the Transaction or refund, as the case may be.

11.2 If and when requested by the Bank, the Merchant shall allow the Bank to inspect, and shall promptly provide the Bank with, all documents and records of the Merchant referred to in Condition 11.1.

11.3 All records retained by the Merchant pursuant to Condition 11.1, including any and all information and data relating to any Consumer, whether provided or revealed to the Merchant by the Consumer or by the Bank, shall be protected and securely stored. The Merchant shall observe and adopt such security measures as may be appropriate to ensure that the confidentiality of such records is not at any time or in any way compromised. Without prejudice to the generality of the foregoing, such records shall not be stored in any equipment (including any Terminal, where applicable) or software or any means to which online access may be obtained or established, by any third party. It shall not be a defence for the Merchant to assert that it has exercised due diligence or acted reasonably in ensuring the maintenance of the confidential status of such records.

## 12. Provision of Information

12.1 During the Term, the Merchant shall furnish the Bank with such information (including the Relevant Information and Personal Information) as the Bank may from time to time require for any of the following purposes:

12.1.1 in connection with the enforcement of rights or fulfilment of obligations under the Agreement, such as the daily operation of the services and credit facilities provided to customers, conducting credit checks, assisting other financial institutions to conduct credit checks and collect debts, ensuring the ongoing credit-worthiness of customers, designing financial services or related products for customers' use, determining the amount of indebtedness owed to or by customers, and the collection of amounts outstanding from customers and those providing security for customers' obligations;

12.1.2 under or in connection with, or complying with, all applicable laws, regulations, rules, directives, orders, instructions and requests from any local or foreign authorities, including regulatory, governmental, tax and law enforcement authorities or other authorities (including Applicable Law);

12.1.3 addressing or investigating any complaints, claims, disputes or fraudulent activities;

12.1.4 responding to queries or feedback; and

12.1.5 in respect of any Transaction, including to effect any Transaction,

and such other purposes relating or relevant thereto as may be expressly notified to the Merchant by the Bank from time to time ("**Relevant Purposes**").

12.2 The Merchant represents and warrants to and for the benefit of the Bank that all information, details and other matters provided by or on behalf of the Merchant to the Bank are true, accurate and complete as at the time of such provision, and the Merchant shall ensure that such information, details and other matters remain true, accurate and complete throughout the Term. If there are, or the Merchant becomes or ought to be aware of, any change to such information, details or matters, the Merchant shall forthwith notify the Bank in writing of such change. The Bank shall thereafter be entitled to take such steps as the Bank considers appropriate having regard to such change, and the Merchant shall do such things as may be necessary to facilitate and give effect to the Bank's intentions.

## 13. Confidentiality and Access to Information

13.1 The Merchant hereby gives written consent to and authorises, on its behalf and on behalf of each of the Merchant's customers, officers, partners and/or shareholders (as the case may be), the Bank (and its officers, service providers, Card Network providers (where applicable), and any Bank Entity, and their respective officers) to list, collect, use or disclose any Relevant Information to any person, system or database (whether in Singapore or otherwise) for any of the Relevant Purposes.

- 13.2** The Merchant hereby represents and warrants that it has the full authority to give consent and authorisation on behalf of each of its customers, officers, partners and shareholders for the purposes of Condition 13.1. Where instructed by the Bank, the Merchant shall provide the Bank with evidence in a form the Bank deems appropriate and/or procure any additional consents and authorisations, which demonstrate that all consents and authorisations required under Condition 13.1 have been or will be obtained.
- 13.3** In the event that any untrue, inaccurate or erroneous information provided by the Merchant to the Bank is disclosed by the Bank or any of its officers, employees or agents to any person pursuant to Condition 13.1 or otherwise, the Merchant agrees that the Bank (and its officers, employees and agents) shall not be liable to the Merchant for any loss or damage to the Merchant resulting therefrom, including loss or damage to the reputation of the Merchant.
- 13.4** The Merchant shall keep confidential and shall not (unless under legal compulsion to do so) disclose to any person (other than the Bank) or use directly or indirectly for its own or any other person's benefit, any information whatsoever relating to any Card, Transaction, Authorised Refund or Consumer obtained or acquired by the Merchant. Without prejudice to the generality of the foregoing or to Condition 14, the Merchant agrees with respect to all Personal Information, where required and in the manner required by any Applicable Law, to: only collect, use and disclose such information strictly for the purposes for which the information was obtained or acquired by the Merchant, provide relevant individuals with access to their Personal Information and the ability to correct such Personal Information upon request, use reasonable efforts to ensure accuracy and security, securely destroy such information where it is no longer required and limit transfers of such information outside Singapore.
- 13.5** With respect to any information captured within a Site which embeds the DBS Payment Methods, the Merchant shall provide, or procure that the Vendor provides, the Bank with such information or access to such information as may be requested by the Bank from time to time.

#### **14. DBS Personal Data**

- 14.1** The Merchant shall comply and shall procure that its employees and subcontractors comply with all applicable data protection laws (including the PDPA) in respect of Personal Information that it receives from the Bank ("**DBS Personal Data**"). Without prejudice to the foregoing, the Merchant agrees that in relation to DBS Personal Data, it shall and shall procure that its employees and subcontractors shall:
- 14.1.1** adhere to the requirements of the PDPA and shall not by any act or omission cause the Bank to be in breach of the PDPA;
  - 14.1.2** only use DBS Personal Data for the purposes for which the Bank had disclosed it to the Merchant, and in accordance with the Bank's written instructions from time to time;
  - 14.1.3** protect DBS Personal Data against unauthorised or accidental access, collection, use, disclosure and destruction, and ensure that security measures are implemented to give such protection;
  - 14.1.4** give the Bank notice in writing immediately of it becoming aware of or suspecting that there has been a failure to comply with Condition 14.1.3 and shall promptly take all necessary steps to remedy the event and prevent its re-occurrence;
  - 14.1.5** not retain DBS Personal Data for any period of time longer than is necessary to serve the purposes for which the DBS Personal Data was disclosed by the Bank;
  - 14.1.6** immediately return or destroy DBS Personal Data in the event the Term is terminated, or as instructed by the Bank in writing, except where the Merchant is required under applicable laws to retain such DBS Personal Data;
  - 14.1.7** not transfer or disclose DBS Personal Data to any third party (whether in Singapore or otherwise) without the Bank's prior written consent. Where such consent is given by the Bank, the Merchant shall procure that the third party complies with the Agreement and all of the Bank's written instructions in relation to such DBS Personal Data;
  - 14.1.8** not transfer DBS Personal Data out of Singapore; and

- 14.1.9** not cause the Bank to be in breach of and shall enable the Bank to comply with the Bank's Privacy Policy available at <http://www.dbs.com/privacy>, as amended, supplemented and/or substituted from time to time.
- 14.2** The Merchant shall limit disclosure of DBS Personal Data to its employees and subcontractors, strictly on a need-to-know basis, for the purposes of fulfilling the Merchant's obligations under the Agreement.
- 14.3** The terms of this Condition 14 shall continue without limit in time and shall survive the termination of the Term. If there is any inconsistency between the terms of this Condition 14 and any other Conditions, the terms of this Condition 14 shall prevail insofar as the inconsistency relates to the PDPA.
- 15. Warranties, Disclaimer and Compliance**
- 15.1** The Merchant warrants and undertakes to the Bank that at all times during the Term:
- 15.1.1** the Merchant has the legal right and full power and authority to enter into the Agreement, and to execute, deliver and perform all its obligations under the Agreement, and the performance by the Merchant of any of its obligations under the Agreement will not and are not likely to result in a breach of any provision of the constitution or equivalent constitutional document of the Merchant;
- 15.1.2** the Merchant shall offer only such products and/or services which the Merchant is lawfully entitled to offer, provide, supply, sell and deliver;
- 15.1.3** the Merchant shall establish and maintain a fair policy of refunds to its customers and shall accept the return of, and refund to, any customer the price paid by the customer for any products or services purchased or procured which are unsatisfactory to the customer;
- 15.1.4** the Merchant shall duly comply with, and perform and discharge all its obligations under, the Agreement in a manner which does not infringe any laws and regulations, guidelines, codes, policies, directions, requests or requirements of any government or other governmental authority or any law enforcement, supervisory or tax authority, regulatory body or court or tribunal (including any Regulatory Authority) (whether or not having the force of law), as may be applicable to the Merchant and the performance and discharge of any obligation of the Merchant under the Agreement (including any data retention laws and regulations); and
- 15.1.5** the Merchant shall not impose any additional charge, levy or condition for the Merchant's acceptance of any Card or Designated Card (as the case may be) in payment for, or any PayLah! Transaction or DBS Payment Methods Transaction (where applicable) as a means of payment for, any goods and/or services sold, provided or offered by the Merchant or any fees or charges of the Merchant.
- 15.2** The Merchant is solely responsible for dealing with any dispute of whatsoever nature concerning any goods and/or services offered, supplied, sold, delivered and/or performed by or through the Merchant or which constitute the subject matter of a Transaction, including any dispute concerning the quality, nature and/or price of any such goods and/or services. The Bank shall not have any liability arising out of any such dispute.
- 15.3** The Merchant acknowledges that the effecting and completing of a Transaction necessitate the availability, operation and interface at the relevant time of a combination of systems, including any Terminals and/or Payment Gateway (where applicable), the Bank's System and various equipment, software and telecommunication system of or operated by other persons. The Bank shall have no liability whatsoever to the Merchant for:
- 15.3.1** any claims, liabilities, expenses, costs, loss or damage of whatever nature brought against, suffered or incurred by or caused to the Merchant due to or arising out of the Merchant's inability or failure to obtain any Approval Code or effect or accept any Transaction, whether as a result of any breakdown, deficiency or malfunction in any equipment, software or telecommunication system (whether belonging to or operated by the Bank or otherwise) howsoever caused; and
- 15.3.2** any indirect or consequential losses, loss of profit, goodwill, reputation or business contracts, or any other form of economic loss suffered or incurred by the Merchant, however arising or caused.

**15.4** The Bank may at its sole discretion engage any agents, contractors or correspondents to carry out or procure the carrying out of any of the matters and processes required for or relevant or incidental to the Agreement. The Bank shall not be liable to the Merchant for any act, omission, neglect or default on the part of such agents, contractors and/or correspondents, however caused.

**15.5** During the Term, the Merchant shall at all times observe and comply with:

**15.5.1** such encryption standard as may be from time to time imposed by the Bank, a Card Network or any Regulatory Authority for the purpose of protecting any data or information relating to Transactions, Authorised Refunds and/or Consumers transmitted whether to or from any Terminal, via any Payment Gateway or the Internet or any electronic or telecommunications equipment, medium or network; and

**15.5.2** any and all rules and procedures as may be prescribed by the Bank from time to time.

## **16. Improper Payments**

**16.1** The Bank does not authorise or condone Improper Payments. Any breach by the Merchant of its undertaking pursuant to Condition 16.2 may cause the Bank to incur court or government fines, regulatory sanctions and/or other financial claims and penalties.

**16.2** The Merchant undertakes that, in the performance of its obligations under the Agreement:

**16.2.1** the Merchant, and the Merchant's officers, directors, employees, representatives, sub-contractors and agents, will not, and shall refuse to, promise, make or offer to make any Improper Payments to any officer, employee, agent or fiduciary of any third party or the Bank, or to any Public Official, in connection with the Agreement or the matters and transactions contemplated hereunder; and

**16.2.2** the Merchant shall not comply with any instructions (including instructions purportedly from the Bank) that may cause the Merchant to breach any of its obligations under this Condition 16, and shall procure the same of each of its officers, directors, employees, representatives, sub-contractors or agents, and

the Bank may, but is not obliged to, issue to the Merchant from time to time the Bank's further requirements and guidelines to be complied with by the Merchant in relation to Improper Payments, and the Merchant shall comply with the same.

**16.3** The Bank shall at any time be entitled to audit the Merchant's compliance with, or investigate the Merchant's potential or suspected breach of, its undertakings and obligations in relation to Improper Payments. The Merchant shall render, and shall procure that each of the Merchant's officers, directors, employees, representatives, sub-contractors or agents render, full cooperation to, and provide full access to all relevant information to, the Bank and the Bank's representatives in any such audit or investigation.

**16.4** The Merchant shall notify the Bank in writing if the Merchant suspects, is notified of or otherwise becomes aware of any breach of the Merchant's undertakings and/or obligations in relation to Improper Payments, or any solicitation, request or direction to the Merchant to commit such breach, including by person(s) acting or purporting to act for the Bank. The Merchant shall further keep and maintain all relevant documents and records relating to the same, and may not destroy such documents or records without the written consent of the Bank.

**16.5** In the event of breach of the Merchant's undertaking and/or obligations in relation to Improper Payments:

**16.5.1** the Bank may at its discretion terminate the Term, or, in the alternative, require the Merchant to take such necessary remedial action as the Bank regards as reasonable in the circumstances, including the removal of officers, directors, employees or agents from their involvement in the Agreement and/or the matters and transactions contemplated hereunder;

**16.5.2** to the extent permissible by law, the Merchant shall render all cooperation and provide full access to all relevant information, documents and/or records to the Bank in any legal, regulatory or governmental action against the Bank arising from or attributable to such breach by the Merchant; and

- 16.5.3** the Merchant shall indemnify the Bank against any court or government fines, regulatory sanctions and any other financial claims and penalties that the Bank incurs, or that are otherwise imposed on the Bank, as a result of such breach by the Merchant.
- 16.6** Conditions 16.4, 16.5.2 and 16.5.3 shall continue without limit in time and shall survive the termination of the Term.
- 16.7** For the purposes of this Condition 16, all references to the “Bank” shall include any Bank Entity for which the Merchant undertakes to perform obligations pursuant to the Agreement.
- 17. Marks**
- 17.1** The Merchant shall not use, publish or represent in any visible form or manner any name, service mark and/or logo of the Bank or of any Card Network except with the Bank’s prior written approval. Any approval given shall be deemed withdrawn, and the Merchant shall immediately cease to use, publish or represent any such name, service mark and/or logo for which approval was so given, upon the termination of the Term.
- 17.2** During the Term, the Merchant will prominently display any promotional material provided by the Bank and publicise to its customers that the Cards, Designated Cards, PayLah! Transactions and/or DBS Payment Methods Transactions will be accepted by the Merchant as a means of payment.
- 17.3** During the Term, the Bank shall be authorised and is entitled to use the Merchant’s name, trademark(s), service mark(s) and/or logo(s) in advertisements and for general publicity relating to the merchants of the Bank.
- 18. Terminals, Equipment and Systems**
- 18.1** During the Term, the Merchant shall:
- 18.1.1** at its own cost, acquire, install, operate and maintain such number of Terminals, equipment and/or systems as the Merchant considers appropriate for the purposes of its business and procure from such suitably qualified persons the services required to properly operate and maintain the Terminals, Site, Payment Gateway and/or equipment and systems of the Merchant;
- 18.1.2** make such arrangements and connections to the systems of such other person(s), and/or subscribe for such services, as may be stipulated by the Bank from time to time to enable Transactions to be processed and the data in respect of Transactions to be transmitted to the Bank’s System; and
- 18.1.3** not use, or permit to be used, any Terminal or equipment or software including the Bank’s specified/direct connectivity or Payment Gateway for the purpose of enabling any Consumer to make any payment to any person other than the Merchant.
- 18.2** Where the Bank has provided to the Merchant or installed at the Merchant’s premises any Terminals, the following terms shall apply:
- 18.2.1** The Merchant shall use and operate the Terminals only in accordance with and comply with such instructions as the Bank may give the Merchant from time to time.
- 18.2.2** The Merchant shall not permit any person to use or operate the Terminals for any purpose without the prior written consent of the Bank, other than those employees of the Merchant who have been trained by the Bank to use the Terminals.
- 18.2.3** Each Terminal shall remain the property of the Bank and the Merchant shall have no right or interest in such Terminal otherwise than as a bailee. The Merchant shall not at any time hold itself out as the owner of any Terminal or do anything which may undermine the rights, title or interest of the Bank in the Terminals.
- 18.2.4** The Merchant acknowledges that the Bank is not the owner, developer or licensor of any software installed in any Terminal. Save to the extent expressly prohibited by Applicable Law, all conditions,

warranties or representations relating to the condition and/or performance of such software are hereby excluded.

- 18.2.5** The Merchant shall not copy or use in any way any design, marks, patents or other intellectual property rights subsisting in a Terminal and any software installed in such Terminal or any part thereof without obtaining the prior written consent of the Bank.
- 18.2.6** The Merchant shall promptly notify the Bank in writing of any defect, malfunction or breakdown occurring in any Terminal or any software installed in a Terminal.
- 18.2.7** The Bank shall not be liable either in contract, tort or otherwise for loss, injury or damage howsoever and whenever sustained by the Merchant or any other person by reason of any defect, deficiency and/or malfunction of any Terminal or software installed in such Terminal, and the Bank shall have no responsibility to the Merchant in respect of any claim made against the Merchant by any third party for any such loss, injury or damage.
- 18.2.8** The Merchant shall assume, as from the date of the provision of the Terminals, the entire risk of loss or destruction of and damage to the Terminals occasioned in any manner or by whomsoever or by any cause whatsoever and shall fully indemnify the Bank against any and all such loss, destruction or damage. For the purposes of this Condition 18.2.8, a Terminal shall be deemed to be lost if the same has been stolen or if the Bank's title to the Terminal is lost.
- 18.2.9** Where the Terminal is lost, stolen, destroyed or damaged by the negligence or wrongful act of any person, the Merchant shall:
- (i) immediately notify the Bank in writing thereof;
  - (ii) not compromise any claim without the consent of the Bank;
  - (iii) allow the Bank to take over the conduct of any negotiations (except in relation to claims of the Merchant for personal injuries, loss of the use of the Terminal or loss or damage to the property of the Merchant unconnected with the Terminal); and
  - (iv) at its own cost, take such proceedings (in the Merchant's sole name or jointly with the Bank) as the Bank shall direct, holding all sums recovered on trust for the Bank and paying or applying as the Bank directs such part thereof as is necessary towards discharging the Merchant's obligations and liabilities to the Bank with respect to the loss of or damage to the Terminal.

## **19. Exclusivity**

### **19.1** At any and all time during the Term:

- 19.1.1** the Merchant shall not enter into any agreement with any person other than with the Bank, which provides for the Merchant to accept, recognise or honour any card or token bearing the name, mark or logo of any Card Network (whether issued by the Bank or any other person) tendered for the purpose of:
- (i) payment of any transaction with the Merchant (including any transaction made on or through the Internet and/or data network and any Recurring Transaction); or
  - (ii) payment of the charges of the Merchant made to the Merchant by a Consumer (including via any mobile application similar to that of a PayLah! Account and/or Site similar to that which the Vendor has developed under the Relevant External Agreements (if applicable)); and
- 19.1.2** the Merchant shall not submit under or pursuant to such agreement with any such person, any request or claim for payment or reimbursement in respect of the use of any such cards, tokens or Site similar to that which the Vendor has developed under the Relevant External Agreements (as the case may be).

## **20. Communications**

- 20.1** Any and all notices, demands and other communication may be sent by the Bank to the Merchant by pre-paid post or electronic transmission to the address or electronic mail address of the Merchant stated in the Merchant Application Form or such other address as may be notified by the Merchant to the Bank.
- 20.2** Any notice, demand or communication so sent by the Bank to the Merchant pursuant to Condition 20.1 shall be effective and deemed to have been received by the Merchant on the Banking Day immediately following the date it was sent, if sent by pre-paid post, or immediately, if sent by electronic transmission, notwithstanding that it is not received or is returned through the post undelivered.
- 20.3** The Bank may at its sole discretion rely and act on any notice, request, approval, consent and other communication which are or purport to be issued, made or given on behalf of the Merchant (whether verbally, in electronic form or in writing). In the event that the Bank acts in reliance on any such notice, request, approval, consent or other communication, the same shall be deemed to have been issued, made or given by the Merchant.
- 20.4** During the Term, the Merchant shall give the Bank not less than 30 days' written notice prior to effecting any disposal or transfer of the business of the Merchant (or any part thereof) to any person.

## **21. General**

- 21.1** The Bank may from time to time during the Term amend the terms of the Agreement, replace the Agreement or revise the MDR by giving not less than 30 days' prior written notice to the Merchant. Such amendment, replacement and/or revision shall take effect as from the date specified in such notice.
- 21.2** The Merchant shall not assign or transfer any or all of its rights, interests and benefits under the Agreement without the prior written consent of the Bank. The Bank shall be entitled to assign and transfer any or all its rights, interests, benefits and obligations under the Agreement to any person at any time.
- 21.3** No failure on the part of the Bank to exercise, and no delay on its part in exercising, any right or remedy under the Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in the Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise). Any provision or breach of any provision of the Agreement may be waived only if the Bank so agrees in writing. Any such waiver or consent by the Bank may be given subject to any conditions thought fit by the Bank and shall be effective only in the instance and for the purpose for which it is given.
- 21.4** If any provision in the Agreement shall be, or at any time shall become, invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provision of the Agreement but the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 21.5** Any statement issued by the Bank and signed by any of its officers as to any amount due or owing by the Merchant to the Bank in respect of any matter or account stated in such statement shall constitute conclusive evidence as against the Merchant as to the amount due or owing in respect of the matter or account stated. However, nothing in this Condition 21.5 shall prevent the Bank from correcting any error or discrepancy in such statement and issuing a substitute statement.
- 21.6** The Bank may at any time and without notice to the Merchant, deduct from or set off against any payment or sum due to the Merchant, any amount due from the Merchant to the Bank (including any refunds which the Merchant may potentially be liable for), whether under the Agreement or otherwise and whether as damages or otherwise. The Bank may for such purpose convert into Singapore currency at such rate as may be determined by the Bank at its sole discretion any sum due to or from the Merchant.
- 21.7** The Merchant irrevocably authorises the Bank to debit at any time and from time to time any account or accounts of the Merchant with the Bank with any amount due or owed to the Bank from or by the Merchant.
- 21.8** In addition to any fee(s) payable by the Merchant under any term of the Agreement, the Bank shall be entitled to impose a fee or fees for any additional services or equipment that may be provided from time to

time by the Bank to the Merchant of such sum and payable at such times as the Bank may from time to time at its sole discretion determine.

- 21.9** The Merchant shall bear and pay any and all taxes (including goods and services tax) imposed on the supply or provision of any goods or services under the Agreement or on any discount, payment or fee imposed or charged under the Agreement. The Merchant shall reimburse the Bank on demand any and all amounts paid by the Bank in respect of any such taxes.
- 21.10** Time shall be of the essence as regards any dates, times and periods specified in the Agreement.
- 21.11** Neither Party shall by virtue of the Agreement be deemed to be in a relationship of partnership or agency with the other and nothing in the Agreement shall constitute the Bank as the agent of any Consumer.
- 21.12** A person who or which is not party to the Agreement shall not have any right under the Contracts (Rights of Third Parties) Act, Chapter 53B to enforce any provision of the Agreement.
- 21.13** The Agreement supersedes and cancels all previous agreements, warranties and undertakings whether verbal or written, express or implied, given or made by or between the Parties, and constitutes the entire agreement between the Parties in respect of the matters set out herein, and no other terms and conditions shall be included or implied.

## **22. Governing Law and Dispute Resolution**

- 22.1** The Agreement shall be governed by and construed in accordance with the laws of Singapore.
- 22.2** The Merchant hereby submits unconditionally to the exclusive jurisdiction of the Singapore courts.

## **Card Present Transactions Schedule**

### **1. Additional Terms in relation to Acceptance of CP Transactions**

**1.1** Upon obtaining an Approval Code from the Bank, the Merchant shall:

**1.1.1** complete the CP Transaction by generating (through the use of a Terminal) a Sales Draft for that CP Transaction and obtaining the Consumer's signature on the Sales Draft; and

**1.1.2** provide the Consumer with a copy of the Sales Draft duly signed by the Consumer.

**1.2** The Merchant must not make any alterations to the form of the Sales Draft or generate more than one Sales Draft for the same CP Transaction between the Merchant and the Consumer.

**1.3** Notwithstanding Paragraph 1.2, if the Consumer agrees to pay the Merchant a deposit, as partial payment to account in respect of goods and/or services to be sold, supplied and/or provided by the Merchant to the Consumer, the Merchant may generate a Sales Draft in respect of the deposit and a Sales Draft in respect of the balance payable by the Consumer, provided that:

**1.3.1** the payment of such deposit and of such balance shall, for the purposes of the Agreement, be regarded as two distinct CP Transactions; and

**1.3.2** the Merchant shall not seek an Approval Code with respect to the CP Transaction which relates to the payment of such balance, nor transmit to the Bank the data required to be transmitted pursuant to Condition 5.1 or 5.2 (as the case may be) in respect of such CP Transaction, unless all the goods and/or services required to be sold, supplied and/or provided by the Merchant have been completely supplied and/or performed.

## **Card Present IPP Transactions Schedule**

- 1. Additional Terms in relation to Acceptance of CP IPP Transactions**
- 1.1** Upon obtaining an Approval Code from the Bank, the Merchant shall:
  - 1.1.1** complete the CP IPP Transaction by generating (through the use of a Terminal) an IPP Draft for that CP IPP Transaction and obtaining the Eligible Consumer's signature on the IPP Draft; and
  - 1.1.2** provide the Eligible Consumer with a copy of the IPP Draft duly signed by the Eligible Consumer.
- 1.2** The Merchant must not make any alterations to the form of the IPP Draft or generate more than one IPP Draft for the same CP IPP Transaction between the Merchant and the Eligible Consumer.

## Card-Not-Present Transactions Schedule

### 1. Additional Terms in relation to Acceptance of CNP Transactions

1.1 Upon obtaining an Approval Code from the Bank, the Merchant shall complete the CNP Transaction by providing the Consumer with a transaction receipt (either in a documentary or an electric form) and ensure that such transaction receipt includes the following data and any other information as the Bank may from time to time specify:

- 1.1.1 the name of the Merchant and the Merchant's identification code assigned by the Bank;
- 1.1.2 the Approval Code issued by the Bank with respect to the CNP Transaction;
- 1.1.3 the Transaction Amount (and if the amount is denominated in a currency other than Singapore dollars, the currency);
- 1.1.4 the date on which the CNP Transaction is effected;
- 1.1.5 the unique transaction identification number assigned by the Merchant to the Consumer with respect to the CNP Transaction; and
- 1.1.6 the uniform resource locator of the Site (if there is one) and a description of the goods and/or services sold, supplied or provided.

1.2 The Merchant warrants and undertakes to the Bank that at all times throughout the Contract Period for CNP Transactions, the Merchant shall:

- 1.2.1 ensure that the Site does not offer any products and services other than such goods and services that are available for delivery or may be performed in the normal course of the Merchant's business, and that the Site clearly set out the following information:
  - (i) a complete description of the products and/or services offered by the Merchant;
  - (ii) all the Merchant's terms and conditions (including its policy of refunds and returns) concerning the services and/or products sold, supplied and/or provided by the Merchant;
  - (iii) the Merchant's customer service contact numbers, including electronic mail address and telephone number;
  - (iv) the prices payable to the Merchant for the products and/or services and any other fees or charges of the Merchant;
  - (v) the currency in which the transaction will be transacted;
  - (vi) export restrictions relating to any goods or services (if any);
  - (vii) the means by which goods sold will be delivered to the purchaser; and
  - (viii) the Merchant's country of domicile; or, if a body corporate, of incorporation;
- 1.2.2 not (whether through the Site or by any communication with or representation to any person) cause, permit or create any misrepresentation as to the price, nature, quality or any aspect of any product or service being offered by the Merchant;
- 1.2.3 ensure that the Site shall not contain any libellous material or otherwise disparage any person (whether a competitor of the Merchant or otherwise);
- 1.2.4 maintain adequate and appropriate personnel, equipment, software, telephone services and e-mail addresses to gain access to and receive communications from the Site; and
- 1.2.5 promptly respond to purchase orders and other enquiries received by the Merchant from any person on or relating to the Site.

## **Card-Not-Present IPP Transactions Schedule**

### **1. Additional Terms in relation to Acceptance of CNP IPP Transactions**

**1.1** Upon obtaining an Approval Code from the Bank, the Merchant shall complete the CNP IPP Transaction by providing the Eligible Consumer with a transaction receipt (either in a documentary or an electric form) and ensure that such transaction receipt includes the following data and any other information as the Bank may from time to time specify:

- 1.1.1** the name of the Merchant and the Merchant's identification code assigned by the Bank;
- 1.1.2** the Approval Code issued by the Bank with respect to the CNP IPP Transaction;
- 1.1.3** the Transaction Amount (and if the amount is denominated in a currency other than Singapore dollars, the currency);
- 1.1.4** the amount of each monthly instalment and the number of instalments;
- 1.1.5** the date on which the CNP IPP Transaction is effected;
- 1.1.6** the unique transaction identification number assigned by the Merchant to the Eligible Consumer with respect to the CNP IPP Transaction; and
- 1.1.7** the uniform resource locator of the Site (if there is one) and a description of the goods and/or services sold, supplied or provided.

## **Recurring Transactions Schedule**

- 1. Additional Terms in relation to Acceptance of Recurring Transactions**
- 1.1** Notwithstanding any term in the Agreement, the Merchant shall not effect or attempt to effect any Recurring Transaction with any Consumer unless the Payment Instruction given by the Consumer remains in force.
- 1.2** The Merchant warrants and undertakes to the Bank that at all times throughout the Contract Period for Recurring Transactions, the Merchant shall maintain adequate and appropriate personnel, equipment software, telephone services and e-mail addresses to receive and respond to any queries or requests from Consumers in relation to any Payment Instruction or Recurring Transaction.

## PayLah! Transactions Schedule

### 1. Additional Terms in relation to Acceptance of PayLah! Transactions

1.1 Upon obtaining an Approval Code from the Bank, the Merchant shall complete the PayLah! Transaction with the Consumer by providing the Consumer with a transaction receipt (either in a documentary or an electronic form) and ensure that such transaction receipt includes the following data and any other information as the Bank may from time to time specify:

- 1.1.1 the name of the Merchant and the Merchant's identification code assigned by the Bank;
- 1.1.2 the Approval Code issued by the Bank with respect to the PayLah! Transaction;
- 1.1.3 the Transaction Amount (in the Transaction Currency);
- 1.1.4 the date on which the PayLah! Transaction is effected;
- 1.1.5 the unique transaction identification number assigned by the Merchant to the Consumer with respect to the PayLah! Transaction; and
- 1.1.6 the uniform resource locator of the Site (if there is one) and a description of the goods and/or services sold, supplied or provided.

1.2 The Merchant warrants and undertakes to the Bank that at all times throughout the Contract Period for PayLah! Transactions, the Merchant shall:

- 1.2.1 ensure that the Site does not offer any products and services other than such goods and services that are available for delivery or may be performed in the normal course of the Merchant's business;
- 1.2.2 ensure that the Site shall clearly set out the following information:
  - (i) a complete description of the products and/or services offered by the Merchant;
  - (ii) all the Merchant's terms and conditions (including its policy of refunds and returns) concerning the services and/or products sold, supplied and/or provided by the Merchant;
  - (iii) the Merchant's customer service contact numbers, including electronic mail address and telephone number;
  - (iv) the prices payable to the Merchant for the products and/or services and any other fees or charges of the Merchant;
  - (v) the currency in which the transaction will be transacted;
  - (vi) export restrictions relating to any goods or services (if any);
  - (vii) the means by which goods sold will be delivered to the purchaser; and
  - (viii) the Merchant's country of domicile; or, if a body corporate, of incorporation;
- 1.2.3 not (whether through the Site or by any communication with or representation to any person) cause, permit or create any misrepresentation as to the price, nature, quality or any aspect of any product or service being offered by the Merchant;
- 1.2.4 ensure that the Site shall not contain any libellous material or otherwise disparage any person (whether a competitor of the Merchant or otherwise);
- 1.2.5 maintain adequate and appropriate personnel, equipment, software, telephone services and e-mail addresses to gain access to and receive communications from the Site; and
- 1.2.6 promptly respond to purchase orders and other enquiries received by the Merchant from any person on or relating to the Site.

**2. Dispute Handling and Reversals of PayLah! Transactions**

**2.1** In the event of a dispute between any Consumer and the Merchant, the Bank reserves the absolute right to debit the Merchant's account(s) held or maintained with the Bank and to refund the Consumer all or any monies previously paid by the Consumer in relation to the disputed PayLah! Transaction. In doing so the Bank shall review and consider but shall not be bound by the following:

**2.1.1** the Merchant's record of the purchase or provision of goods or services by or to the Consumer;

**2.1.2** the Merchant's record of the delivery of goods sold or provision of services, including any acknowledgments obtained by the Merchant from the Consumer; and

**2.1.3** any other records of the Merchant.

**2.2** The Bank further reserves the absolute right to request from the Merchant any information or documents in relation to a dispute, and the Merchant undertakes to provide such information and/or documents promptly to the Bank. The Merchant further undertakes to respond to the Consumer in relation to a dispute in respect of that Consumer within 7 working days upon request from the Bank.

**2.3** The Bank shall not be liable to refund to the Merchant any fees, charges or other sums previously paid on a PayLah! Transaction that is subsequently reversed due to Paragraph 2.1.

## DBS Payment Methods Transactions Schedule

### 1. Relevant External Agreements, Sponsorship and Sharing of Content

- 1.1 For the purposes of effecting and completing DBS Payment Methods Transactions, the Merchant shall enter into any and all relevant agreements with a vendor (including any agreement for the development and/or maintenance of any Site which embeds such DBS Payment Methods and any agreement for the processing of DBS Payment Methods Payment Instructions and tokenization services) ("**Vendor**") as may be required by the Bank ("**Relevant External Agreements**"). The Bank shall not be liable to the Merchant for any act or omission of the Vendor and/or the Payment Gateway. The Merchant shall, on the Bank's request, provide the Bank with evidence to the Bank's satisfaction that it has complied with this Paragraph 1.1.
- 1.2 The Merchant acknowledges that certain aspects of any Site which embeds the DBS Payment Methods shall, at the Bank's discretion, be subject to the Bank's approval. The Merchant agrees that only Cards and PayLah! Accounts shall be used with such Site for a DBS Payment Methods Transaction.
- 1.3 The Merchant acknowledges and agrees that upon due execution of and entry into the Relevant External Agreements in accordance with Paragraph 1.1, the Bank shall be the Merchant's exclusive DBS Payment Methods provider. For the period specified as the "Exclusivity Timeframe" in the Merchant Application Form, the Merchant undertakes to accept only PayLah! Accounts and Cards issued by the Bank to effect any DBS Payment Methods Transaction. The Bank may then, at its discretion:
- 1.3.1 sponsor the Merchant up to the sponsorship amount stated on the Merchant Application Form for the Merchant to adopt, within a timeframe stipulated by the Bank, the DBS Payment Methods on a Site for such number of outlets and stalls as specified on the Merchant Application Form ("**Adoption Sponsorship**"); or
- 1.3.2 sponsor the Merchant such amount of annual fees as may be agreed between the Merchant and the Bank ("**Annual Fees Sponsorship**").
- 1.4 The amount and terms of the Adoption Sponsorship or the Annual Fees Sponsorship shall be mutually agreed between the Merchant and the Bank in writing. Notwithstanding any term in this Agreement or any term to the contrary in such agreement, the Merchant shall remain responsible for all fees as may be charged by the Vendor under any and all Relevant External Agreements.
- 1.5 If the Adoption Sponsorship and/or Annual Fees Sponsorship have been paid to the Merchant by the Bank, and the Merchant:
- 1.5.1 has not signed all of the Relevant External Agreements as may be required by the Bank;
- 1.5.2 breaches any term of the Agreement or Relevant External Agreements; or
- 1.5.3 terminates or causes to be terminated any of the Relevant External Agreements,
- the Merchant undertakes to return all amounts of the Adoption Sponsorship and/or Annual Fees Sponsorship paid to it by the Bank upon the Bank's demand. If the Adoption Sponsorship has been paid to the Merchant by the Bank and the Merchant does not adopt the DBS Payment Methods on a Site for such number of outlets and stalls as specified on the Merchant Application Form within the timeframe stipulated by the Bank, the Merchant undertakes to return a pro-rated amount of the Adoption Sponsorship upon the Bank's demand, based on the percentage of outlets or stalls which failed to adopt the DBS Payment Methods on the Site.
- 1.6 The Merchant shall notify the Bank the date on which the Site which embeds the DBS Payment Methods is ready for commercial launch at all outlets and stalls of the Merchant (such number of outlets and stalls as specified on the Merchant Application Form).
- 1.7 Without prejudice to and in consideration of the premises in Paragraph 1.3, the Merchant agrees that the Bank shall:
- 1.7.1 be entitled to integrate its payment services into the Site embedding the DBS Payment Methods, including but not limited to DBS/POSB Credit/Debit Cards and PayLah!; and

- 1.7.2 be the sole tokenised payment services provider and have the right to decide the payment services to be included in the Site embedding the DBS Payment Methods.
- 1.8 Upon request by the Bank, the Merchant shall cooperate with the Bank and/or the Vendor and provide all such assistance as may be necessary for the Bank and/or the Vendor to integrate the essential functions of the Site embedding the DBS Payment Methods into any DBS App in order that a user of the DBS App is able to obtain access to and/or use such Site through the DBS App.
- 2. Additional Terms in relation to Acceptance of DBS Payment Methods Transactions**
- 2.1 Upon obtaining an Approval Code from the Bank, the Merchant shall complete the DBS Payment Methods Transaction by providing the Consumer with a transaction receipt (either in a documentary or an electronic form) and ensure that such transaction receipt includes the following data and any other information as the Bank may from time to time specify:
- 2.1.1 the name of the Merchant and the Merchant's identification code assigned by the Bank;
- 2.1.2 the Approval Code issued by the Bank with respect to the DBS Payment Methods Transaction;
- 2.1.3 the Transaction Amount (in the Transaction Currency);
- 2.1.4 the date on which the DBS Payment Methods Transaction is effected;
- 2.1.5 the unique transaction identification number assigned by the Merchant to the Consumer with respect to the DBS Payment Methods Transaction; and
- 2.1.6 the uniform resource locator of the Site (if there is one) and a description of the goods and/or services sold, supplied or provided.
- 2.2 The Merchant warrants and undertakes to the Bank that at all times throughout the Contract Period for DBS Payment Methods Transactions, the Merchant shall:
- 2.2.1 ensure that the Site does not offer any products and services other than such goods and services that are available for delivery or may be performed in the normal course of the Merchant's business;
- 2.2.2 ensure that the Site shall clearly set out the following information:
- (i) a complete description of the products and/or services offered by the Merchant;
  - (ii) all the Merchant's terms and conditions (including its policy of refunds and returns) concerning the services and/or products sold, supplied and/or provided by the Merchant;
  - (iii) the Merchant's customer service contact numbers, including electronic mail address and telephone number;
  - (iv) the prices payable to the Merchant for the products and/or services and any other fees or charges of the Merchant;
  - (v) the currency in which the transaction will be transacted;
  - (vi) export restrictions relating to any goods or services (if any);
  - (vii) the means by which goods sold will be delivered to the purchaser; and
  - (viii) the Merchant's country of domicile; or, if a body corporate, of incorporation;
- 2.2.3 not (whether through the Site or by any communication with or representation to any person) cause, permit or create any misrepresentation as to the price, nature, quality or any aspect of any product or service being offered by the Merchant;
- 2.2.4 ensure that the Site shall not contain any libellous material or otherwise disparage any person (whether a competitor of the Merchant or otherwise);
- 2.2.5 maintain adequate and appropriate personnel, equipment, software, telephone services and e-mail addresses to gain access to and receive communications from the Site;

- 2.2.6 promptly respond to purchase orders and other enquiries received by the Merchant from any person on or relating to the Site; and
- 2.2.7 ensure that the Site embedding the DBS Payment Methods is made available during the Merchant's normal operating hours for any and all Consumers to perform DBS Payment Methods Transactions, and the Merchant shall take such steps and do such acts and things as may be necessary or required to achieve the foregoing.

### **3. Dispute Handling and Reversals of DBS Payment Methods Transactions**

- 3.1 In the event of a dispute between any Consumer and the Merchant, the Bank reserves the absolute right to debit the Merchant's account(s) held or maintained with the Bank and to refund the Consumer all or any monies previously paid by the Consumer in relation to the disputed DBS Payment Methods Transaction. In doing so the Bank shall review and consider but shall not be bound by the following:
  - 3.1.1 the Merchant's record of the purchase or provision of goods or services by or to the Consumer;
  - 3.1.2 the Merchant's record of the delivery of goods sold or provision of services, including any acknowledgments obtained by the Merchant from the Consumer; and
  - 3.1.3 any other records of the Merchant.
- 3.2 The Bank further reserves the absolute right to request from the Merchant any information or documents in relation to a dispute, and the Merchant undertakes to provide such information and/or documents promptly to the Bank. The Merchant further undertakes to respond to the Consumer in relation to a dispute in respect of that Consumer within 7 working days upon request from the Bank.
- 3.3 The Bank shall not be liable to refund to the Merchant any fees, charges or other sums previously paid on a DBS Payment Methods Transaction that is subsequently reversed due to Paragraph 3.1.