

## **DBS MasterCard® MoneySend™ Agreement**

The Services (defined below), which is provided by DBS Bank Ltd ("DBS") and the Website (defined below), are provided to you, under the following terms and conditions ("MoneySend Agreement") and any operating rules or policies that may be published from time to time by DBS and/or made available at the Website. By clicking the "I ACCEPT" button, you are indicating your agreement to be bound by all terms and conditions of this MoneySend Agreement. If you do not accept all the terms and conditions of this MoneySend Agreement, do not click on the "I ACCEPT" button and do not access or use the Services.

### **1. Definitions**

A reference to "Website" is to <https://moneysend.mastercard.com/singapore/dbs/moneysend> which is owned and operated by third party service providers, such as MasterCard Asia/Pacific Pte Ltd ("Mastercard"), (collectively "Service Providers") and all web pages thereunder, including the information, images, links, sounds, graphics, video, software, applications and other materials displayed or made available therein and the functionalities or services provided therein (collectively the "Materials"). "Electronic Instructions" means any communication, instruction, order, message, data, information or other materials received by DBS via the Services and referable to your Security Code (defined below) (including use of your Security Code by any person, whether authorised or unauthorised by you), from you or purporting to come from you. "Services" means (i) the money remittance services known as the "MoneySend Service" provided or facilitated by DBS from time to time through the Website, and (ii) the Website. "You" refers to such party who is given access or use of the Service or the Services by DBS.

### **2. Use of the Services**

2.1 You agree to comply with all the guidelines, notices and instructions pertaining to the use of the Services, as well as any amendments to the aforementioned, issued by DBS, from time to time.

2.2 You agree and undertake NOT to: (i) use any software or material that

contains a virus or damaging component which may corrupt the Services' data or interfere with the operation of the Services; (ii) transmit any materials or information through the Services which are or may be offensive, indecent, defamatory or which may not be lawfully disseminated under applicable laws or which you know or have reason to suspect contains any viruses or damaging components which may detrimentally interfere with the Services or the operation of the Services; or (iii) use the Services other than in conformance with the acceptable use policies of any connected computer networks and any applicable Internet standards.

### 2.3 Terms specific to the MoneySend Service

2.3.1 Transaction limits. DBS may, from time to time, impose transaction limits (such as minimum transaction amounts) in connection with the Services or vary the frequency or manner of use of the Services.

2.3.2 Funds to be debited from your DBS internet banking account or DBS credit card account. Notwithstanding the fact the Services are provided in conjunction with, and based on, the eNETS Debit platform which is a service provided by eNETS Pte Ltd which allows for the remittance of funds debited from any other internet banking account or credit card account you may have other than your DBS internet banking account and/or your DBS card account, you agree that in using the Services you will only use funds from your DBS internet banking account or your DBS card account in connection with the Services.

## 3. Charges and Fees

3.1 Fees: In consideration of DBS' agreement to provide the Services, you shall pay to DBS the fees set out in (i) the remittance estimate provided by DBS to you if and when you submit a request to DBS for such remittance estimate; and (ii) the Website and the Materials (all fees set out therein to be collectively referred to as the "Fees"). DBS reserves the right to and may at its sole discretion, charge and revise fees (for example, subscription fees and per transaction fees) in relation to the use of the Services and for the provision of or any replacement of Security Code (defined below) for whatever reason from time to time. DBS shall, in most cases, give reasonable notice to you of the rates and other relevant information on any fees before they become effective provided that the variation

is within DBS' control.

3.2 Mode of Payment: All payments made hereunder shall be made in accordance with the instructions of DBS including instructions regarding the mode of payment and the currency of payment, and shall be made net of all bank charges (including any charges which may be levied by the receiving bank), which shall be borne by you. Unless otherwise stipulated by DBS, all payments hereunder to DBS shall be made in Singapore Dollars.

3.3 Taxes & Charges: The Fees are exclusive of all or any taxes, duties and charges imposed or levied by the appropriate local or overseas governmental agencies, financial institutions or other third parties in connection with the Services or otherwise pursuant to the MoneySend Agreement (including any applicable sales, use, value-added, transaction, goods and services or other similar taxes goods and services tax), all of which shall be borne by you. In the event that any amounts payable by you to DBS under the MoneySend Agreement are subject to any withholding tax, you shall deduct such withholding taxes from payments due to DBS and forward the balance to DBS. You shall provide the necessary supporting documentation to DBS of the payment of such withholding taxes to enable DBS to obtain the credit for such tax payment in its country of incorporation.

3.4 Interest: Interest at the rate of twenty-four per cent. (24%) per annum, or the maximum rate permitted by law if lower, will be imposed on any late payment of amounts due from you under the MoneySend Agreement, such interest to accrue immediately from the date on which the sum ought to be paid up to the date of actual payment.

#### **4. Intellectual Property**

4.1 The intellectual property rights in the Services and the Materials are owned, licensed to or controlled by DBS, its licensors or service providers. DBS aggressively enforces its intellectual property rights to the fullest extent of the law.

4.2 No part or parts of the Services or any Materials may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcast, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval

system or installed on any servers, system or equipment without the prior written permission of DBS or other copyright owners. Permission will only be granted to you to download, print or use the Materials for personal, non-commercial uses, to receive the Services, provided that you do not modify the Materials and that you retain all copyright and other proprietary notices contained in the Materials.

4.3 Trade Marks: The trade marks, service marks, trade names and logos used and displayed on the Services (collectively the "Trade Marks") are registered and unregistered trade marks of DBS and others. Nothing on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trade Marks displayed on the Services, without the written permission of DBS or any other applicable trade mark owner. The name of DBS, the Trade Marks or any other mark owned by DBS may not be used in any way nor used as a metatag or as a "hot" link to any DBS site or any other site, without the prior written permission of DBS.

## **5. Electronic Instructions**

### **5.1 Security Code**

5.1.1 Access to and use of password protected and/or secure areas of the Services are restricted to authorised users only. You may not obtain or attempt to obtain unauthorised access to such parts of the Services, or to any other protected information, through any means not intentionally made available by DBS for your specific use.

5.1.2 You will be required to select or designate a password, personal or log-on identification number and other code and access procedures (such items to be referred to as "Security Code") for use in connection with access to the Services or use of the facilities provided through the Services. You hereby agree to keep the Security Code confidential. You are to notify DBS (moneysend@dbs.com) immediately if you have knowledge that or have reason for suspecting that the confidentiality of the Security Code has been compromised or if there has been any unauthorised use of the Security Code.

5.1.3 You agree to be bound by any access or use of the Services (whether such access or use are authorised by you or not) which are referable to your Security Code. You agree and acknowledge that any use of or access to the

Services referable to your Security Code and any Electronic Instructions shall be deemed to be, as the case may be:

use of or access to the Services by you; or

Electronic Instructions transmitted or validly issued by you. You agree and acknowledge that any use of or access to the Services and any information or data referable to your Security Code shall be deemed to be (a) use or access of the Services by you; or (b) information or data transmitted or validly issued by you, or both and you agree to be bound by any access or use (whether such access or use are authorised by you or not) referable to your Security Code, and you agree that DBS shall be entitled (but not obliged) to act upon, rely on or hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you.

5.2 DBS is under no obligation to investigate the authenticity or authority of persons effecting the Electronic Instructions or to verify the accuracy and completeness of the Electronic Instructions. Accordingly, DBS may treat the Electronic Instructions as your authentic and duly authorised instructions which are valid and binding on you notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the terms of the Electronic Instructions.

5.3 Any risk of misunderstanding, error, loss, damage or expense resulting from the use of the Services are entirely at your own risk and DBS shall not be liable therefor.

5.4 All Electronic Instructions will be deemed to be irrevocable and unconditional upon transmission through the Services and DBS shall be entitled (but not obliged) to effect, perform or process such Electronic Instruction(s) without your further consent and without any further reference or notice to you. Nevertheless, in certain circumstances you may request to cancel or amend the Electronic Instructions which DBS will endeavour to give effect to on a commercially reasonable effort basis. However, notwithstanding the foregoing, DBS is not obliged to give effect to any request to cancel or amend any Electronic Instruction.

5.5 You acknowledge and agree that DBS may at any time: (i) at its sole discretion and without stating reasons, require that you identify yourself by alternative means; require any Electronic Instructions to be confirmed through alternative means (in writing given in person at a branch, by fax, and etc.); and (ii)

decline to act on the Electronic Instructions at any time without prior notice or giving any reason, including to, without incurring any responsibility for loss, liability or expense arising out of so declining to act refrain from acting promptly upon any Electronic Instructions in order to verify the authenticity thereof or decline to act on the Electronic Instructions where they are ambiguous, incomplete or inconsistent with your other Electronic Instructions or instructions, information and/or data or decline to act where any Electronic Instructions would cause you to exceed your applicable transaction limits.

5.6 Notwithstanding any provision to the contrary in the MoneySend Agreement, you acknowledge and agree that in the event that DBS discovers or has been notified by the Service Providers that the funds to be or which have been remitted under the Services are to be or have been debited from any other internet banking account or credit card account you may have other than your DBS internet banking account and/or your DBS card account, DBS may at any time, at its sole discretion and without stating reasons or notice, reverse any or all Electronic Instructions which you have transmitted or issued to, and which have been received by, DBS and/or impose an administration processing fee for such reversal and/or terminate the MoneySend Agreement and your right to use the Services.

5.7 You acknowledge and agree that funds to be or which have been remitted under the Services shall be net of applicable duties, fees or charges imposed or levied by any local or overseas governmental agencies, financial institutions or other third parties in connection with effecting, processing and/or receiving the remittance, all of which shall be borne and paid by you (and may be deducted from any sums paid to or received by DBS in connection with the Services).

## **6. Limits of Responsibility and Liability of DBS**

6.1 The Services and the Materials are provided on an "as is" and "as available" basis. DBS does not warrant (i) the accuracy, adequacy or completeness of the Services or the Materials, and expressly disclaims any liability for errors, delays or omissions in the Materials, or for any action taken in reliance on the Materials; (ii) that any of the Materials or that the Services will be provided uninterrupted or free from errors, or that any identified defect will be corrected, nor that the Services and the Materials are free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of

non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, is given in conjunction with the Materials or the Services.

DBS may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Services or any information, functionalities, services or products provided therein, and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the Services or associated information, functionalities, services or products.

6.2 Website is owned and operated by the Service Providers: You acknowledge that the Website is owned and operated by the Service Providers and is provided by the Service Providers to DBS to enable you to access and use the MoneySend remittance service. You further acknowledge and agree that, to the extent permitted by law, in no event will any Service Providers or MasterCard be liable to you (and no claims will be made by you against any Service Providers or MasterCard) in relation to the performance and/or failure in any way of (a) the Website or (b) the server platform which hosts the software which enables DBS to process customer transactions and exchange electronic files as part of the MoneySend Service (the "Platform") or the services related to the Website or the Platform. To the extent for any reason any Service Providers or MasterCard is found to be liable to you, to the extent permitted by law, the Service Providers' or MasterCard's liability in relation to any transaction is limited in the aggregate to the value of such transaction in the currency in which the transaction is processed. Otherwise, to extent permitted by law, neither the Service Providers nor MasterCard will be liable to you in relation to the performance and/or failure in any way of the Website or the Platform or the services related to the Website or the Platform.

6.3 Risks relating to the use of the Internet: DBS does not warrant the security of any information transmitted by you or to you through the Services and you accept the risk that any information transmitted or received through the Services may be accessed by unauthorised third parties. Transactions over the Internet may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the Internet. You shall be responsible for obtaining and using the necessary software and/or device, hardware and/or equipment necessary to obtain access to the Services at your own risk and expense.

6.4 Exclusion of liability: DBS shall in no event be liable to you or any other person for any loss, damages or expenses whatsoever or howsoever caused and regardless of the form of action (including tort or strict liability) arising directly or indirectly in connection with any access, use or inability to use the Services, or reliance on any Materials, even if DBS or its agents or employees may have been advised of, or otherwise might have anticipated, the possibility of the same. DBS will not at any time be liable for indirect or consequential losses, damages or expenses, even if foreseeable, within the contemplation of DBS or if DBS may have been advised of, or otherwise might have anticipated, the possibility of the same.

6.5 Information available through the Services: Information displayed at the Services may be from a variety of sources. All data and/or information contained in the Services is provided for informational purposes only. All data and/or information contained in the Services is provided for informational purposes only. DBS makes no representations as to the accuracy, timeliness, adequacy or commercial value of all such information and/or data. You should not act on data or information obtained through the Services without first independently verifying its contents.

## **7. Hyperlinks**

7.1 For your convenience, DBS may include hyperlinks to other websites or content on the Internet that are owned or operated by third parties. Such linked websites or content are not under the control of DBS and DBS is not responsible for the contents of, or the consequences of accessing, any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree that your access to or use of such linked websites or content is entirely at your own risk.

7.2 At DBS' discretion, DBS may, upon your request, allow you to receive specific and timely prompts (collectively, the "Alerts") in respect of certain content provided by DBS from time to time. Each Alert may be notified by e-mail, pop-up screen in your browser and/or mobile devices (supported by certain service provider(s) only) subject to the relevant terms and charges of your network or mobile phone service provider(s). You agree and acknowledge that an Alert may be delayed or prevented by factors affecting the service providers, stock exchanges, currency markets, and other relevant entities and DBS does not



guarantee the delivery, timeliness or accuracy of the Alert. You also acknowledge that the information in respect of any Alert may be subject to certain time lags and/or delays. DBS reserves the right to vary the features of any Alert and/or to terminate any request for any Alert at any time. DBS shall not be liable to you or anyone else for losses, damages or expenses arising from (a) non-delivery, delayed delivery or wrong delivery of an Alert; (b) inaccurate content of an Alert; or (c) use or reliance by you on the contents of an Alert for any purpose, including investment and business purposes.

## **8. Consent to disclosure & provision of information**

8.1 Information relating to any access or use of the Services or which have been collected from you may be shared by DBS with its service providers, agents or business partners and affiliates that DBS works with in connection with DBS' business. Specifically, the information may be used for the following purposes and you consent to DBS and/or DBS' personnel disclosing any information, whether in Singapore or otherwise:

8.1.1 to any of DBS' agents, subcontractors, partners or affiliates which have a legitimate business purpose for obtaining such information, including offering you products or services in connection with or to facilitate the use of the Services;

8.1.2 to any of DBS's agents, personnel, subcontractors or any other third party as DBS may consider necessary in order to give effect to any Electronic Instructions or Transaction or to comply with any order or request of any court or government or regulatory authority in any jurisdiction;

8.1.3 to any of the following where such disclosure is reasonably regarded by DBS to be necessary to complete any Transaction or to carry out the Electronic Instructions:

- to any person using the Services purporting to be you; and
- to any information gathering or processing organisation or department conducting survey(s) on DBS' behalf; and

8.1.4 to third parties for the purpose of statistical or trade analysis.

8.2 In addition to the information that you submit, DBS' systems are programmed to gather certain anonymous data to help DBS understand how the Services are being used and how DBS can improve it. This automatically gathered data includes your computer's IP or "Internet Protocol" address, statistics about how visitors navigate through the Services, and information provided through the use of "cookies".

## **9. Termination**

9.1 DBS, in its sole discretion, may with immediate effect upon giving you notice in any of the manners prescribed in Clause 0 below, terminate your use of the Services and/or disable your Security Code and may bar access to the Website (or any part thereof) and/or the Services (or any part thereof) for any reason whatsoever, including a breach of any of the terms and conditions of the MoneySend Agreement or where if DBS believes that you have violated or acted inconsistently with any terms or conditions set out herein, or if in DBS' opinion or the opinion of any regulatory authority, it is not suitable to continue providing the services relating to the Services.

9.2 You may terminate the MoneySend Agreement by giving fourteen (14) business days' notice in writing to DBS. You agree that in the event of termination of the MoneySend Agreement for any reason whatsoever you shall not be entitled to any refund of any payments made by you in respect of the Services and all charges paid in advance to DBS shall be forfeited.

## **10. General**

10.1 Governing Law: Use of the Services and the MoneySend Agreement shall be governed by and construed in accordance with Singapore law and you hereby submit to the exclusive jurisdiction of the Singapore Courts.

10.2 Amendments to MoneySend Agreement: DBS may by notice through the Website or by such other method of notification as DBS may designate (which may include notification by way of e-mail), vary the terms and conditions of the MoneySend Agreement, such variation to take effect on the date specified by DBS (which shall generally be no less than 30 days from the date of the notice). If you use the Services after such date, you are deemed to have accepted such variation. If you do not accept the variation, you must stop using the Services and terminate the MoneySend Agreement. DBS' right to vary the terms and conditions

of the MoneySend Agreement in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to the MoneySend Agreement.

10.3 Evidence Act: You agree that any records maintained by DBS or DBS' service providers relating to or connected with the Services shall be binding and conclusive and you agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of such records merely on the basis that such records are in electronic form or are the output of a computer system, and you hereby waive any of your rights, if any, to so object.

10.4 Sub-contracting and delegation: DBS reserves the right to use any service providers, subcontractors and/or agents on such terms as DBS thinks appropriate.

10.5 Force Majeure: DBS shall not be liable for any non-performance, error, interruption or delay in the performance of its obligations or in the Services' operation, or for any inaccuracy, unreliability or unsuitability of the Materials or any of the Services' contents if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond its reasonable control (which includes without limitation acts of God, natural disasters, acts of any government or authority, power failures, and the acts or a party for whom DBS is not responsible for).