

# DBS Bank (Hong Kong) Limited

## Packaged Account Terms and Conditions Extracts for Mobile Banking Service

### Section J

The following provisions of this Section (J24 - J46) will ONLY apply if the Customer chooses to use the Mobile Banking Service.

#### 24. Mobile Banking Service

The Mobile Banking Service is provided by the Bank and the Mobile Provider to registered mobile phone users, subject to these Terms and Conditions and the Mobile Provider's terms and conditions for its mobile phone service. The Customer agrees that the Bank may at its discretion select or replace the designated Mobile Provider of its choice and that the Bank assumes no liability for any obligation or loss incurred by the Customer for subscribing to the Mobile Banking Service from time to time.

#### 25. Designated Equipment

The Mobile Banking Service is only available to Customers who have the Designated Equipment. The Bank and the Mobile Provider reserve the right to restrict the number of items of Designated Equipment which may be registered by each Customer for subscribing to the Mobile Banking Service from time to time.

#### 26. Mobile Banking Service scope

The Bank will be the provider of Account-related information. General information (e.g. Hang Seng Index, stock prices, etc.) will be provided by the Mobile Provider or other designated third parties. The Bank and the Mobile Provider reserve the right to amend the scope of the Mobile Banking Service from time to time.

#### 27. Information

At the Bank's discretion, Account-related information may be sent to the Designated Equipment. Such information may include bank account and credit card balance information, securities trading order confirmation, acknowledgement of receipt of orders, account overdrawn and other notices and other information as determined by the Bank from time to time.

#### 28. Reliability of information

The Customer understands that any information received via the Designated Equipment pursuant to the Mobile Banking Service is for information only, and shall not be treated as conclusive evidence of the matters to which it relates. The Customer shall be responsible for the usage of the Mobile Banking Service. Neither the Bank nor the Mobile Provider shall be responsible or liable for the accuracy or completeness of the information received by the Customer's Designated Equipment.

#### 29. Liability and responsibility

**Neither the Bank nor the Mobile Provider shall when acting in good faith, have any liability or responsibility to Customers in respect of:**

- (i) **inability to receive or execute or any interception of any Telephone Instructions;**
- (ii) **any failure or delay in transmitting information to or from the Customers;**
- (iii) **any error or inaccuracy in such information;**
- (iv) **any consequences arising from any cause beyond the reasonable control of the Bank and the Mobile Provider, including, without limitation, failure of Designated Equipment or other equipment to receive information for whatever reason, any computer or other breakdown, mechanical failure, power failure, malfunction, interruption or inadequacy of equipment or installation, Act of God, or any other matter beyond their reasonable control; or**
- (v) **the Bank is in no way liable for the services provided by the Mobile Provider to the Customer or for performance or suitability of the Designated Equipment.**

#### 30. Customer's responsibility for security

The Customer accepts he/she is responsible for security and agrees to act prudently and in good faith, including by taking the following measures to safeguard the security of the PIN and the Mobile Banking Service:

- (i) access to the Mobile Banking Service shall only be made by means of the PIN in accordance with procedures laid down by the Bank from time to time;
- (ii) the Customer must at all times keep his/her PIN confidential and must not disclose it to any other person or write it down or record it in a manner that could result in its disclosure or misuse;
- (iii) the Customer must take good care of the Designated Equipment and not allow any other person to use it;
- (iv) the Customer must not allow unauthorised access to the Mobile Banking Service;

- (v) **if the PIN is or may have been disclosed to any other person or there is any actual or suspected misuse of the PIN, then the Customer must notify the Bank immediately by telephoning the Bank. Written confirmation of any such notification must be provided to the Bank, together with detailed information of the misuse, within 24 hours; and**
- (vi) in case of loss of the Designated Equipment and/or SIM card, the Customer must immediately report the loss to the Bank and the Mobile Provider to suspend the service.

### **31. Customer's other obligations**

**The Customer agrees he/she realises and accepts that any person who possesses, knows or is allowed to find out the PIN will be able to access or withdraw funds from any of the Customer's Accounts and the Bank will not be responsible for any losses in relation thereto save where the Bank or its staff have been negligent. In all other cases, the Customer will be liable for the transactions and any loss or damage arising therefrom.** The Customer:

- (i) will not use or attempt to use the Mobile Banking Service for any purpose other than that for which it was intended; and
- (ii) will not, and will not attempt to, reverse engineer, decompile, disassemble or otherwise tamper with the Mobile Banking Service or any systems or software operated by or on behalf of the Bank, or assist or permit anyone else to do so.

### **32. Mobile Banking security - the Bank's assurance to Customers**

Provided the Customer complies with Paragraphs J30 and J31 and has not been fraudulent or grossly negligent, then the Customer shall not be liable for any unauthorised transactions due to:

- (i) a computer crime that is not prevented by the security system of the Mobile Banking Service;
- (ii) a human or system error caused by or which is under the control of the Bank; or
- (iii) fraud or negligence of the Bank or its staff;

which results in loss, delay in transfer or misplacing of funds or missed or mis-directed payments, and **the Customer shall be entitled to reimbursement from the Bank for any out-of-pocket interest, charges or late penalties incurred by the Customer for missed payments if attributable to any of the foregoing causes but the Bank shall not have any further or other obligations or liabilities to the Customer howsoever arising. However, should the Customer be in breach of Paragraphs J30 and J31, the Customer shall bear any loss or damage arising from (i), (ii) or (iii) above as the case may be.**

### **33. Charges**

**The Customer agrees to pay the applicable fees from time to time set by the Bank and/or the Mobile Provider in respect of all use of the Mobile Banking Service. The Customer hereby authorises the Bank to charge such fees to any account(s) of the Customer maintained with the Bank. For current fees, please call the Customer Service Hotline or see other notices issued by the Bank from time to time. For any fee set by the Bank, the Bank shall give at least 30 days' notice to Customers before any fee increase takes effect.**

### **34. Change of personal information**

The Customer agrees to notify the Bank promptly of any change of his/her personal information registered with the Bank including, without limitation:

- (i) the telephone number of the Designated Equipment;
- (ii) disconnection or suspension of the registered mobile phone service, in which event the Mobile Banking Service shall be terminated forthwith; and
- (iii) his/her personal details such as address, contact details, etc.

### **35. Personal data and exchange of information**

Each Customer authorises the Bank and the Mobile Provider to disclose and transfer to each other and their subsidiaries and agents such personal data and other information relating to the Customer, his/her Account and transactions and dealings in connection with his/her Account which the Bank or the Mobile Provider may reasonably consider appropriate for the purposes of providing the Mobile Banking Service.

### **36. Limitations of mobile technology**

The Customer accepts that mobile communication is a new and rapidly advancing technology. Accordingly, while the Bank is committed to developing its mobile capabilities:

- (i) the Mobile Banking Service may not meet all the Customer's requirements or expectations;
- (ii) the functionality of the Mobile Banking Service may from time to time be variable or limited;
- (iii) the Bank will endeavour to make sure the Mobile Banking Service continues to function, but its operation may be subject to interruptions and/or require periodic modifications and improvements; and
- (iv) to help reduce the risks, the Bank may set (and from time to time revise) limitations on the transaction size, funds transfer destinations and other features of the Mobile Banking Service and/or may set user requirements.

### 37. Service availability and termination

- (i) The Bank's service objective is that the Mobile Banking Service will normally be available at all times, however whenever the Bank considers it necessary to do so, it may modify, update, restrict, suspend or terminate:
  - (a) the availability or any functionality of the Mobile Banking Service; or
  - (b) the Customer's access privileges in respect of all or any of the Mobile Banking Service.Wherever practicable, prior notice of any such action will be given on the Bank's website, but in certain circumstances giving prior notice may not be practicable.
- (ii) The Bank may terminate the registration of any Account(s) of the Customer if such Account has not been accessed via the Mobile Banking Service for three months or more.

### 38. Giving of Instructions

The Bank will receive and in good faith act on Instructions with respect to Customer's Accounts or other relationships with the Bank ("Transactions"), subject always as follows:-

- (i) the Bank shall ensure that before carrying out any Instruction, the Instruction is authenticated by checking the PIN, but without carrying out any further authentication or other steps;
- (ii) the Bank shall be entitled (but not bound) to give effect to any Instruction received, in the terms in which it was received. The Bank's record of any Instruction shall (unless there is an obvious error) be final and binding;
- (iii) save only as provided in Paragraph J32, the Bank accepts no responsibility for the accuracy or completeness of data, or corruption, interception, deletion or loss of data due to fault, failure or malfunction of the Customer's Designated Equipment;**
- (iv) the Customer will be bound by any Instruction received in conjunction with Customer's PIN and for resulting Transactions; and
- (v) normally an electronic acknowledgement will be issued once the Bank receives Instructions, but these may not be processed until the next batch processing day for Instructions of that kind.

### 39. Duration of Instructions

- (i) The Customer acknowledges that all Instructions for Securities trading are good for the day only and that they will lapse at the end of the official trading day of the Exchange in respect of which they are given. Instructions cannot be accepted outside of the official trading day.
- (ii) Every Transaction indicated or referred to in any notice, statement, confirmation or other electronic communication and every statement of account shall be deemed and treated as authorised and correct and as ratified and confirmed by the Customer unless the Bank shall receive the Customer's written notice to the contrary within 90 days after the date such notice, statement, confirmation or other communication is deemed to have been received by the Customer.

### 40. Acknowledgement of Instructions

The Customer agrees to notify the Bank as soon as practicable if:

- (i) immediately after placing an Instruction, the Customer has not received:
  - (a) an order reference number; and
  - (b) an accurate acknowledgement of the Instruction or of its execution (whether by hard copy, electronic or verbal means); and
- (ii) acknowledgement is received (whether by hard copy, electronic or verbal means) of a Transaction which the Customer did not instruct or if any suspicious activity or evidence of suspicious activity or other issue arises.

### 41. Regulatory matters

All Transactions made as a result of any Instructions shall be subject to the relevant provisions of the constitution, rules (including without limitation the option trading rules), regulations, by-laws, customs and usages of the Exchange and the relevant clearing house(s), as amended from time to time. All actions taken by the Bank in accordance with such laws, rules and directions shall be binding on the Customer.

### 42. Transactions

Where any Instruction relates to a Transaction which is subject to other terms and conditions (for example, the terms and conditions of use of the Bank's Credit Cards, Deposit Accounts, Phone Banking Services, Securities Trading Account(s), Treasures Priority Banking Account(s), DBS Wealth Account(s), FX Margin Trading Account(s), Bond Trading Account(s), etc.), such Transaction shall be subject to such terms and conditions, in addition to these Terms and Conditions. If there is any conflict, the provision of these Terms and Conditions shall prevail.

### 43. Third party mobile user services for Customers

To provide more comprehensive customer services, the Bank and/or the Mobile Provider may from time to time make available to Customers electronic-based services. These are provided by third party service providers and in all such cases, the Customer agrees and accepts that:

- (i) such services and their contents are provided by a third party service provider under a separate arrangement not involving the Bank, and the Customer will be subject to the service provider's terms and conditions;

- (ii) while the Bank takes reasonable steps when selecting such service providers, no assurance or guarantee can be given and no warranty or representation is made as to the service, or its suitability, content, performance, accuracy, reliability or completeness or otherwise; and **under no circumstances will the Bank be liable for any damage, whether direct or indirect, incidental or subsequent arising by use of and/or from suspension, disruption or other non-availability of such service, or for any errors or omissions or other problems;**
- (iii) to enable the Customer to use certain services, the Bank may need to transfer certain data to the service provider. The Customer should consider, understand and accept any such requirements, together with the terms and conditions and the data policy of that service provider; and
- (iv) it is solely the Customer's responsibility to decide if such services are suitable and whether or not to apply, (having due regard to the descriptions provided by the supplier) and whether or not to accept the service provider's terms and conditions and data policy (if any).

The Customer is strongly recommended to contact the relevant service provider to resolve any questions and/or obtain further information and/or clarifications before applying for any such services.

#### 44. Market data

The Customer understands and agrees that:

- (i) the market data and information available through the Securities Trading Services are provided to the Bank by each participating Securities Exchange(s) or association(s) or agent(s) (which disseminate such data and information) with assertion of a proprietary interest in such data and information;
- (ii) none of the Bank, the Mobile Provider nor any disseminating party guarantees the timeliness, sequence, accuracy or completeness of market data or any other market information or shall be liable in any way for any loss or damage arising from or caused by any inaccuracy, error or delay in or omission from any such information, data or message, or the transmission or delivery of the same or for any non-performance or interruption of any such information, message or data, or for any other consequence beyond the reasonable control of any such party; and
- (iii) the Customer shall use all such data, information and real-time quotes for the Customer's personal use and reference only, and these must not to be reproduced, duplicated, re-sold, licensed, sub-listed or transmitted or framed on a third party web site or otherwise used for commercial purposes, and the Customer shall not furnish such data to any other person or entity for any of these purposes.

#### 45. Copyright ownership

The Customer acknowledges that the Mobile Banking Service and all associated software are proprietary to the Bank and/or third party provider(s). The Customer shall not, and shall not assist or permit any other person to tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorised access to any part of it. At its discretion, the Bank may suspend or terminate the Customer's PIN and/or close any Account immediately without prior notice if the Customer at any time breaches this or any other agreement or undertaking or if the Bank at any time reasonably suspects any breach. The Customer undertakes to notify the Bank immediately if upon becoming aware that any other person is doing any of the above.

#### 46. Risk Disclosure Statement

The Customer understands, acknowledges and accepts that:

- (i) the price of Securities can and does fluctuate, and any individual Security may experience upward and downward movements, and may under some circumstances become valueless. The Customer appreciates that there is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling Securities. This is a risk that the Customer is prepared to accept;
- (ii) there may be risks in leaving Securities in the Bank's safekeeping. For example, if the Bank holds the Customer's Securities and becomes insolvent, the Customer may experience significant delay in recovering the Securities. This is a risk that the Customer is prepared to accept; and
- (iii) the mobile telecommunication channel is subject to inherent technological deficiencies, network traffic congestion and other extraneous factors beyond the Bank's reasonable control. For these reasons, mobile telecommunication is not always a reliable medium of communication. **The Customer acknowledges and agrees that, as a result of any of the above factors, there may be failure or delays in the Bank's receipt of Instructions and consequential failure or delays in the execution of Instructions, and/or the execution of Instructions at prices different from those prevailing at the time the Instructions were given.** Such failure or delays are more likely when there are high volumes of instructions on the Mobile Banking Service and when the markets show greater volatility. The Customer further acknowledges and agrees that there are risks of interception of Instructions and that such risks shall be borne by the Customer (save only where another party is, under Paragraph J44(ii), made responsible). **The Customer acknowledges and agrees that it is not usually possible to cancel an Instruction after it has been given.**