

DBS CREDIT CARD TERMS AND CONDITIONS

DBS Bank (Hong Kong) Limited



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Hong Kong/CPF/CSV/0021(01/12)

DBS CREDIT CARD TERMS AND CONDITIONS

A. These Terms and Conditions ("Agreement") are applicable to all credit cards issued by DBS Bank (Hong Kong) Limited from time to time (each a "Card") and each of your Card Accounts (as defined below) unless specified by us otherwise. Please read them carefully before you activate, sign or use the Card or your Card Account. Upon activating, signing or using the Card or your Card Account, you shall be deemed to have accepted this Agreement and are bound by it.

B. Accordingly, immediately after you receive a Card, please review this Agreement and if you accept it, please:

- (i) complete the Card activation procedure; and**
- (ii) sign the back of the Card without delay.**

If you do not accept this Agreement, you must notify us immediately. You should cut the Card so that the magnetic stripe, hologram and chip (if any) are no longer intact and dispose of it carefully. No charge will be made. As an unsigned Card can very easily be misused, you must act without delay to accept the Card or cut and dispose of the Card.

C. Your attention is drawn to the following key provisions:

Key Provisions	Relevant Clause(s)
1. Card activation and acknowledgment and your responsibility to sign the Card without delay	A B
2. Your obligations for Card/PIN security	3.1
3. Card misuse:	
(a) Our Lost Card Total Protection Service	3.3
(b) Your liability if you act fraudulently or negligently	3.4
4. Your liability for losses before Card loss is reported	3.3 & 3.4
5. Your payment obligations (including late fee, finance charge and delinquency adjustment)	4.2
6. Your obligations upon termination	5.3
7. Our right to ask for repayment	5.4
8. Limited liability of Supplementary Cardholder	7.2
9. Your 60-day right to query your Card Account statement	9.2
10. Your right to terminate the Card if you do not accept any amendment	11
11. Our right to set off your DBS Bank account balances against amount due on your Card Account	13
12. Your right not to pay during our disputed amount procedure	15
13. Your liability for our collection costs	18.1

D. We aim to ensure you can fully understand how your Card and Card Account operate and will enjoy using our card services. If you have any questions, please contact our 24-hour Customer Services Hotline: 2290 8888.

When you read this Agreement, references to "you", "your" and "Cardholder" mean the person named on the Card; and references to "we", "our", "us" or "DBS Bank" mean DBS Bank (Hong Kong) Limited and its successors and assigns. If you are the individual requesting us to issue the Card to you, you will be known as the "Principal Cardholder" and you will have an account with us called the "Card Account". If you have received a Card upon the request of a Principal Cardholder to be used in conjunction with the Principal Cardholder's Card Account, you will be called the "Supplementary Cardholder", and each Card issued to you will be known as a "Supplementary Card". The definition of "Card" shall include any Supplementary Card where appropriate.

For the purpose of this Agreement, a "terminal" means any automatic teller machine ("ATM"), dial terminal, electronic data capture terminal, smart card terminal or other point-of-sale terminal which enables you to give instructions in respect of your Card.

1. USE OF CARD/PIN

1.1 RECEIPT OF CARD/PIN

If your application for a Card is approved, we shall send you the Card and a Personal Identification Number (PIN) to be used in conjunction with the Card to your address last notified to us unless you notify us in writing that you want to collect the Card from us in person.

1.2 CARD AND PIN SERVICES

You may use your Card and/or your PIN for making authorised purchases or obtaining cash advances. No other person is allowed to use the Card and/or your PIN to conduct any transactions. We may determine at our sole discretion to offer additional services or modify any existing services that you may obtain using the Card and/or your PIN.

1.3 USE OF CARD

The Card must only be used by you as the person to whom the Card is issued. It is not transferable and you may not pledge the Card as security for any purpose. The Card must not be used in connection with illegal gambling transactions or for any other illegal or improper purposes (as determined by us at our sole discretion) and, if we believe such use has occurred, we may refuse to honour such Card transactions without notice.

1.4 RENEWAL

A renewal Card will normally be issued at least 30 days prior to the expiry date of a Card. You must promptly inform us if a renewal Card has not been received by the Card expiry date.

1.5 REPLACEMENT

We shall not be obliged to issue a replacement Card to you if your Card is lost, stolen or used in an unauthorised way.

1.6 SUPPLEMENTARY CARD

We may (at our discretion) issue Supplementary Card(s) in the name(s) of any person(s) nominated in writing by the Principal Cardholder.

2. CREDIT LIMIT

2.1 CARDHOLDER NOT TO EXCEED CREDIT LIMIT

We may set a combined credit limit in respect of each Principal Cardholder and, within such credit limit, we may set an individual credit limit in respect of each Card Account (if applicable). The total amount (whether principal, interest, costs, fees and/or other amounts payable) incurred on all Card Accounts by the Principal Cardholder and the Supplementary Cardholder(s), whether or not immediately due, when added together, must not exceed the combined credit limit set for each Principal Cardholder. If an individual credit limit is set in respect of a Card Account, the total amount (whether principal, interest, costs, fees and/or other amounts payable) incurred on that Card Account by the Principal Cardholder and Supplementary Cardholder(s), whether or not immediately due, when added together, must not exceed the credit limit set for that Card Account. The credit limit is uncommitted and we may, where necessary, review, vary or cancel the individual credit limit of any Card Account and/or the combined credit limit at our discretion without notice.

2.2 EXCEEDING CREDIT LIMIT

We may choose to approve certain Card transactions that would result in a credit limit (being the combined credit limit and/or an individual credit limit in respect of a Card Account) being exceeded. Whenever your credit limit has been exceeded, that part of the balance owing which exceeds the applicable credit limit (being the combined credit limit and/or any individual credit limit in respect of a Card Account) shall be immediately due and payable by you. We may also refuse to authorise any Card transaction that you wish to effect even though it would not cause a credit limit to be exceeded.

3. LOSS/THEFT OF CARD AND DISCLOSURE OF PIN

3.1 DUTY TO PREVENT LOSS/THEFT/FRAUD

Your Card remains our property at all times. You must

keep your Card securely and ensure that your PIN is not disclosed to any other person. You must take all reasonable steps to keep your Card safe and your PIN secret and to help prevent fraud. In particular:

- (a) printed copies of the PIN should be destroyed;**
- (b) no one else should be permitted to use any Card and/or any PIN;**
- (c) a PIN should never be written on a Card or on anything kept with or near it, and should frequently be changed;**
- (d) if it is written down, a PIN should always be disguised;**
- (e) a self-selected PIN should avoid easily accessible personal information such as your identity card number, date of birth, telephone number or other obvious numbers;**
- (f) the PIN should never be used in other services (such as services on the internet);**
- (g) each Card should be kept safely; and**
- (h) each Card should only be used in accordance with such procedures, instructions and security features as may from time to time be notified to you.**

3.2 DUTY TO NOTIFY US

Should you discover that your Card or PIN is lost, stolen or used in an unauthorised way, you must notify us as soon as reasonably practicable upon discovery of the loss, theft or unauthorised use by calling our Customer Services Hotline at 2290 8888 or our Report Lost or Stolen Card Hotline at 2832 6603. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss, theft or unauthorised use and any other information that we may require.

3.3 LIABILITY FOR LOST/STOLEN CARDS AND UNAUTHORISED TRANSACTIONS

- (a) Provided that you have not acted fraudulently or with gross negligence and you have not failed to inform us in accordance with clause 3.2 above of the loss, theft or unauthorised use of your Card and/or the PIN, subject to clause 18.4 below, you shall not be liable for any unauthorised transactions (except cash advances) carried out before and/or after we have been notified of the loss, theft or unauthorised use, and we will waive your liability:**
 - (i) arising due to misuse of a Card, if that Card is not received by you;**
 - (ii) for any or all transactions not authorised by you after we have been given adequate notification that the Card and/or PIN has been lost, stolen or used in an unauthorised way or that someone else knows the PIN (subject to clause 3.4 below);**
 - (iii) where a fault has occurred at any terminal, or in any other system of any bank, which cause you to suffer loss, unless the fault was obvious or advised by a message or notice on display;**
 - (iv) due to failure of our security features in respect of the Card; and/or**
 - (v) when transactions are made through the use of counterfeit cards or fraud (not involving you).**
- (b) Notwithstanding the application of clause 3.3(a) above, your liability for any monthly or other periodic payment arrangements already established before we have been notified of the loss, theft or unauthorised use shall continue in accordance with clause 18.4.**
- (c) Our liability for loss incurred by you in any of the circumstances mentioned above shall be limited to our above waiver of your liability to us for the total amount (whether principal, interest or otherwise) charged to the Card in such circumstances.**
- (d) For the avoidance of doubt, if you fail to notify us of the loss, theft or unauthorised use of your Card and/or**

the PIN within a reasonable period of time upon the loss, theft or unauthorised use of your Card and/or the PIN, you shall be deemed to have acted with gross negligence by failing to take reasonable steps to keep the Card and/or PIN safe to prevent fraud.

3.4 FRAUD OR NEGLIGENCE

If you have acted fraudulently or with gross negligence (including, but not limited to, you not acting in accordance with clauses 3.1 and 3.2, or you have failed to follow the safeguards that we recommend to you from time to time), then clause 3.3(a) shall not apply and you shall be liable and agree and undertake to:

- (a) pay promptly on demand all debts, liabilities and/or other amounts from time to time owing under the Card Account; and
- (b) hold us harmless and indemnify us on a full indemnity basis and on demand for any liability for loss, damage, reasonable costs and expenses which we may suffer or incur by reason of:
 - (i) any transaction conducted with the Card or otherwise incurred under the Card Account;
 - (ii) any information supplied in relation to the application for or use or loss of the Card being false, incomplete or inaccurate; and/or
 - (iii) all consequences arising from each Cardholder's breach of this Agreement (including consequences of any Card coming into the possession of any unauthorised person).

4. PAYMENT

4.1 LIABILITY FOR TRANSACTIONS

We shall send the Principal Cardholder a Card Account statement every month listing the transactions posted to the Card Account. You shall be liable for all transactions effected or authorised through the use of the Card even if no sales draft is signed by you and/or the credit limit (being the combined credit limit and/or any individual credit limit in respect of a Card Account) is exceeded. Types of transactions that could be effected or authorised without your signature may include (but without limitation) orders placed over the telephone or the internet, orders placed by mail or by facsimile, and the use of a Card at a JETCO or other ATM, a merchant's point-of-sale terminal, a credit card payphone or any other available device.

4.2 PAYMENT OBLIGATIONS

- (a) Fees, charges and interests in respect of the Card are payable by you in accordance with the schedule of fees, charges and interest rates applicable to the Card ("Fee Schedule") published by us and notified to you from time to time or any other notice which we may from time to time issue in the manner described in clause 11 below.
- (b) On or before the payment due date in each month, you must pay us the statement balance in full or at least pay the minimum payment as specified in any monthly statement. You must also pay any amount in excess of the applicable credit limit (being the combined credit limit and/or any individual credit limit in respect of a Card Account). If the statement balance is paid in full by the payment due date, then no finance charge (other than interest charged on cash advances pursuant to clause 4.3) will be charged. If the statement balance is not paid in full on the payment due date, then:
 - (i) the outstanding statement balance will be subject to a finance charge calculated and accrued on a daily basis from the day after the most recent statement date; and
 - (ii) every new transaction posted to the Card Account after such statement date will also be subject to that finance charge, with effect from the date of such transaction,

until the amount shown in the most recent Card Account statement is paid in full. The finance charge is calculated at a prevailing rate as shown in the Fee Schedule or any other notice.

(c) If you fail to pay the minimum payment on the payment due date as specified in any monthly statement, then:-

(i) your Card Account will be regarded as in a delinquent status,

(ii) a late fee and a finance charge (adjusted by a delinquency adjustment rate, if applicable) will be charged at the rate shown in the Fee Schedule or any other notice; and

(iii) we may suspend your use of the Card and/or Card Account.

For details of delinquency adjustment, please refer to the Fee Schedule or any other notice issued by us from time to time.

(d) Any finance charge payable by you shall be calculated based on a 365-day year.

4.3 CASH ADVANCES

Notwithstanding the credit limits referred to in clause 2.1, you may use your Card and/or PIN to obtain cash advances (including all cash withdrawals, regardless of whether there is any balance standing credit to the Card Account) up to the limit prescribed by us from time to time, whether or not such limit is notified to you. We will charge interest on cash advances and relevant fees at the prevailing rates from time to time shown in the Fee Schedule or any other notice. Interest will be charged from the date a cash advance is made until the date of actual repayment.

4.4 FOREIGN CURRENCY TRANSACTIONS

All payments to us must be made in Hong Kong Dollars. We or other third parties (such as the banks of merchants) will convert Card transactions not denominated in Hong Kong Dollars into Hong Kong Dollars at the rate selected by the relevant card association (e.g. VISA, MasterCard, etc.) from a range of wholesale market rates or government-mandated rates, or (where converted by other third parties) at the other third party's applicable exchange rate on the conversion date, plus an additional foreign exchange rate adjustment set by us together with any fees charged by the relevant card association to us, if applicable. The exchange rates selected by the card associations are available from the Customer Services Hotline, but for any other third party's exchange rates, you may need to contact the relevant party directly.

4.5 OUR LIABILITY ON PAYMENT

Deposits made at a terminal will be credited to the Card Account only when verified by us. Cheques are accepted for collection only and remain subject to clearance. The proceeds will only be available following clearance and receipt of payment by us.

5. TERMINATION OF USE OF CARD AND CARD ACCOUNT

5.1 OUR RIGHT TO TERMINATE

We may (where the circumstances are considered reasonable) at any time suspend, withdraw, cancel or terminate your right to use the Card, Card Account and/or any related services offered (such as any credit limit, whether the combined credit limit and/or any individual credit limit in respect of a Card Account, any cash advance and any rewards programme or other service or promotional arrangements) and/or disapprove any proposed Card transaction even though it would not cause the credit limit (whether the combined credit limit and/or any individual credit limit in respect of a Card Account) to be exceeded, in each case with or without giving any reason or notice. Although prior notice of any such action may be given, we shall be under no obligation to give you any such prior notice. **We shall not be liable for any loss or damage of whatever nature suffered or incurred whether directly or indirectly by you as a result of any such action.** Upon our request, you shall immediately

return every or any Card to us. Your Card shall cease to be valid upon, and must not be used following your death, bankruptcy or insolvency or when we cease to know your whereabouts.

5.2 YOUR RIGHT TO TERMINATE

You may terminate your Card and Card Account at any time by giving us notice. You should then cut the relevant Card so that the magnetic stripe, hologram and chip (if any) are no longer intact and dispose of it carefully. The Principal Cardholder may also terminate any Supplementary Card.

5.3 OBLIGATIONS UPON TERMINATION

Upon the termination of your Card and Card Account for whatever reason, you shall not continue to use your Card, otherwise you will remain liable for all transactions made after the termination. Your obligations under this Agreement will continue after the termination in respect of all outstanding debit balances (including any amounts incurred but not yet debited to your Card Account or any monthly or other periodic payment arrangements already established before such termination) on your Card Account. All such outstanding debit balances shall become payable immediately on demand. Until the outstanding debit balances are paid in full, a finance charge may be imposed as set out in clause 4.2 above.

5.4 OUR RIGHT TO DEMAND PAYMENT

The entire outstanding debit balance on the Card Account shall become immediately due and payable:

- (a) upon demand by us;**
- (b) upon termination of the Card and Card Account; and/or**
- (c) upon any breach by you or any Supplementary Cardholder of any of the terms and conditions in this Agreement.**

6. CREDIT BALANCE

- 6.1 No interest will accrue on any balance standing credit to your Card Account.
- 6.2 You may request to withdraw any credit balance in your Card Account in writing and such credit balance will be refunded to you within 7 working days from the date we have received your written request.
- 6.3 If a credit balance remains after the Card and Card Account are terminated, you shall promptly arrange to collect this balance (subject to clause 6.2 above) within one month from the termination date. If you fail to collect such credit balance, we may forfeit your entitlement to such balance or release such balance to any person who can show a good claim.

7. LIABILITY OF CARDHOLDERS

7.1 LIABILITY OF PRINCIPAL CARDHOLDER

If you are the Principal Cardholder, you are liable for and must pay us on demand the outstanding amount (including principal, interest, costs, fees and/or other amounts payable), whether incurred by you or the Supplementary Cardholder(s), debited to your Card Account. You are jointly and severally liable with each Supplementary Cardholder for such part of the outstanding balance in connection with the Supplementary Card.

7.2 LIABILITY OF SUPPLEMENTARY CARDHOLDERS

The Supplementary Cardholder is liable, jointly and severally with you, only for such part of the outstanding balance as relates to the use of his/her Supplementary Card.

7.3 LIABILITY OF EACH CARDHOLDER

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

7.4 DISPUTES BETWEEN PRINCIPAL CARDHOLDER AND SUPPLEMENTARY CARDHOLDERS

Our rights and obligations relating to each Principal Cardholder and Supplementary Cardholder are not affected

by any dispute or claim that you may have against each other.

8. OPERATIONAL MATTERS

8.1 NON-ACCEPTANCE OF CARD

We are not liable in any way:

- (a) should your Card or PIN be rejected by a merchant, financial institution, any other person or any terminal used to process Card transactions or if we refuse for any reason to authorise any Card transaction;**
- (b) for any non-availability of any terminal used to process Card transactions, or any other machine or system of authorisation whether belonging to or operated by us or other persons whether due to malfunction, defect, power or other failure or for any other reason;**
- (c) for any delay or inability on our part to perform any of our obligations under this Agreement because of any electronic, mechanical, system, data processing or telecommunication defect or failure, Act of God, civil disturbance or any event outside our reasonable control or the control of any of our servants, agents or contractors or any fraud or forgery; or**
- (d) for any damage to or loss of or inability to retrieve any data or information that may be stored in your Card or any microchip or circuit or device in your Card.**

In no circumstances shall we be responsible for any indirect, consequential or other types of loss or damage arising directly or indirectly as a result of any use, misuse or malfunctioning of the Card or other devices or otherwise howsoever arising.

8.2 FAULTS WITH TERMINALS ETC.

Unless the fault is obvious or advised by a message or notice such that you should have been aware of the fault, we will be responsible for any amount incorrectly charged to your Card Account (plus any interest thereon) as a direct result of any fault in any terminal or other system used to process Card transactions.

8.3 PROBLEMS WITH GOODS AND SERVICES

We are not liable in any way should you encounter any defect, deficiency or problem with any goods or services that you obtain from any merchant through the use of your Card nor are we responsible for any benefits, discounts or promotion programmes of any merchant that are available to you through your use of the Card. We make no representation as to the quality, provision or performance of any such goods or services. You should resolve any complaints about any such goods and services or any benefits, discounts or promotion programmes directly with the relevant merchant, financial institution or other person. In spite of any non-delivery or non-performance of, or defect in, any such goods or services, you shall pay us the full amount shown in the Card Account statement. No claim by you against any merchant, financial institution or other person shall be the subject of set-off or counter-claim against us. We will credit the Card Account with the amount of any refund or price adjustment only on receipt of a properly issued credit slip duly imprinted and signed by the merchant, financial institution or other person making the refund or price adjustment (as the case may be).

9. CONCLUSIVENESS OF STATEMENT ETC.

9.1 MONTHLY STATEMENT

Any of our records relating to Card transactions conducted with your authorisation (whether with or without your signature) and/or PIN validation are conclusive evidence of their accuracy and authenticity and shall be binding on you for all purposes. All Card transactions, fees, charges, interests and/or other amounts payable by you will be charged to the Card Account in Hong Kong Dollars. A statement showing, amongst other things, the amounts so charged and the payment due date, will be sent to you monthly (or at such other intervals as we may decide from time to time). We may not issue a statement if there has been

no transaction since the most recent statement and there is no payment due or the balance is a credit. The Card Account balance may be requested by contacting the Customer Services Hotline.

9.2 ERROR OR OMISSION

You agree to examine each Card Account statement received from us and to notify us of any alleged error or omission within 60 days after such statement was provided, whether by personal delivery, posting or any other arrangement described in clause 14.1. After such 60-day period, such statement shall be deemed accepted and conclusively settled and no claim to the contrary by you shall be admissible, save only in respect of: (i) any alleged error or omission so notified; or (ii) any case involving forgery or fraud by any third party or other circumstances to which clause 3.3 applies, in either case provided you have complied with clauses 3.1 and 3.2.

9.3 NON RECEIPT

You agree to inform us promptly if the regular Card Account statement has not been received within a reasonable time. **Your liability to us remains even if, for any reason, you do not receive your Card Account statement in any month.**

10. APPROPRIATION OF PAYMENTS

Payments to us shall be treated as made only when the relevant funds have been actually received. Such payments will be applied in the following order (or in any other order as we from time to time consider appropriate) in or towards payment of (a) firstly, any charges, fees, costs, expenses and interest, (b) then principal amounts, regardless of whether the amount due was incurred by the Principal Cardholder or any Supplementary Cardholder and regardless of when it was incurred. We reserve the right at our sole discretion to appropriate any payment received by us to or towards any indebtedness due to us.

11. AMENDMENT

We may from time to time by notice to you change any of these terms and conditions and/or the Fee Schedule (including the applicable credit limit of the Cardholder and/or Card Account, payment terms, interest rates, handling charges, annual fees and other fees and charges as stipulated in the Fee Schedule). Such changes will become effective and binding on you on the effective date specified by us and will apply to all outstanding balances on the Card Account. At least 60 days' notice of changes to fees or other charges payable and of changes that increase your liabilities or obligations will be given. Retention or use of the Card after the effective date of any change will constitute your acceptance of such change. If you do not accept any proposed change, the Card and Card Account must be terminated in accordance with clause 5.2 prior to the effective date of the change.

12. DATA POLICY

12.1 DBS BANK GROUP DATA POLICY NOTICE

We follow the DBS Bank Group Data Policy Notice for Hong Kong Operations in force from time to time. A copy of such policy has been provided to you when you apply for the Card. You have accepted such policy and it shall form part of this Agreement. Further copies of such policy are available by calling the Customer Services Hotline, from the website (www.dbs.com/hk) or at our branches.

12.2 DIRECT MARKETING

Your data may from time to time be used for direct marketing and/or promotional purposes regarding products and special promotions from the DBS Group and, with your consent, its associates and carefully selected third parties. If you do not want such use to be made of such data or if you wish to revoke any consent given to us for such use, you should notify us in writing to Account Processing – Opt Out, DBS Bank, GPO Box 400, Hong Kong or such other address as we may notify you from time to time.

13. COMBINATION, CONSOLIDATION AND SET-OFF

13.1 EXTENT OF OUR SET-OFF RIGHTS

We shall be entitled at any time and without notice to you, to combine or consolidate any credit balance on any of your accounts maintained with us (whether matured or not) with the settlement of any debit balance on your Card Account and to set off any such credit balance against any such debit balance, in each case regardless of where your other accounts are located or whether your other accounts are held in your sole name or jointly with others.

13.2 COMBINATION, CONSOLIDATION AND SET-OFF INVOLVING FOREIGN CURRENCIES

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

14. COMMUNICATION AND SERVICE OF DOCUMENTS

14.1 COMMUNICATION

We may send any Card, notice, Card Account statement or other communication to you by ordinary pre-paid post or personal delivery to your last known address or by such other channel as we deem appropriate (including by facsimile, short message service (SMS), electronic mail or by posting a notice on our website). Communication and notices sent by ordinary pre-paid mail shall be considered to have been delivered on the next business day after the date of posting. Communication and notices sent by facsimile shall be considered to have been sent and received by you on the same day. Communication and notices sent by personal delivery, short message service (SMS) or electronic mail shall be considered to have been received by you immediately after such notices are sent.

14.2 COMMUNICATION INVOLVING SUPPLEMENTARY CARDHOLDERS

Any Supplementary Card, Card Account statement, correspondence and/or information in connection with and/or arising from the operation of a Supplementary Card, notice or any amendment to this Agreement that is sent by us to the Principal Cardholder shall be considered to have been sent and received by the Supplementary Cardholder at the same time. The Supplementary Cardholder shall be deemed to have consented to the disclosure and provision of his/her personal or other data contained in any of the above communication by us to the Principal Cardholder. On the other hand, a Supplementary Cardholder shall also have the right to request access to data in relation to the Card Account relevant to his/her use of the Supplementary Card and the Principal Cardholder shall be deemed to have consented to the disclosure and provision of such data by us to the Supplementary Cardholder.

14.3 NOTICES AND UPDATING OF CONTACT DETAILS

We may serve you with any notice, demand or other legal document by delivering it personally, by sending it by ordinary post or by leaving it at your last known address(es) (whether a residential or business address or otherwise). Our collection agents may also visit such address(es). You will be considered to have been properly served on the date of delivery if we deliver such process personally to you, or served on the next day after the date of posting if such process is posted to you. In addition to these methods of service, we may serve you by any other method permitted by law. It is your responsibility to ensure that your address and other contact details notified to us are correct and up to date at all times. You should notify us promptly in writing of any changes in personal details (including address, employment, permanent residence or telephone number) or of any difficulty in repaying any indebtedness or in meeting any payment due and payable under the Card Account.

15. DISPUTED AMOUNT PROCEDURE

If you report an unauthorised transaction to us before the payment due date, you may withhold payment of the disputed amount during the investigation period. If our investigation concludes that your report was correct, then such transaction will be removed from the statement, otherwise we may re-impose the applicable interest and/or finance charges over the whole period, including the investigation period.

16. CARD INSTALMENT LOAN

Any payment instalment loan entered into through the use of a Card shall be governed by separate terms and conditions provided to you upon issue of that Card (as amended from time to time). You may obtain a copy of such terms and conditions from the relevant merchant when you apply for such payment instalment loan or by downloading it from our website (www.dbs.com/hk). In respect of any payment instalment loan, should there be any inconsistency between the terms and conditions of any payment instalment loan and this Agreement, the former shall prevail.

17. BANKING TRANSACTIONS

You can use your Card to effect banking transactions through your bank account with us. Such transactions are subject to the relevant terms and conditions governing your bank account from time to time. The records of any banking transaction shall (in the absence of manifest error) be conclusive against and binding on you, and the records will only appear on the relevant bank account statement. Banking transactions may not be conducted using a Supplementary Card unless the Supplementary Cardholder's relevant bank account can be operated with his/her single signature.

18. MISCELLANEOUS

18.1 RECOVERY OF COSTS

We may, at our discretion, appoint debt collection agents and/or lawyers for collection of any moneys owing by you to us or for enforcement of any of our rights against you hereunder. You shall indemnify us on demand in respect of all collection costs and expenses that we reasonably incur. The total collection costs to be recovered shall in normal circumstances not exceed 30% of the amount owing by you to us.

18.2 INSTRUCTIONS FROM YOU

Requests or instructions from you should, unless permitted by us otherwise, be in writing and signed by you. We may choose to accept any instruction made through electronic mail, facsimile or telephone, including such instruction that we in good faith believe is given by you even if you have not actually given such instruction. **Any non signature-bearing instruction shall be given to us at your risk and we shall not be responsible for any loss or damage that you may suffer. You shall on demand indemnify us in respect of any losses, claims, actions, proceedings, demands, damages, costs and expenses (including all reasonable legal cost and expenses properly incurred) and any other liabilities howsoever arising in consequence of us in good faith acting upon or in reliance on the authenticity of any written, electronic mail, facsimile or telephone instruction given as aforesaid.**

18.3 RECORDING AND DOCUMENT RETENTION

- (a) To help ensure service quality, you accept that we may (but shall not be obliged to) record telephone instructions, other telephone calls and other oral instructions. All such recordings shall remain our property and shall be conclusive evidence of the instructions given and shall be binding on you. You hereby agree to such recording.
- (b) We may set retention periods for such recordings and any documents after which originals may be destroyed. Microfilm or other imaged copies may be taken and retained in place of the original documents and such imaged versions shall be regarded as of equivalent authenticity and effect as the originals.

18.4 MONTHLY OR PERIODIC PAYMENT ARRANGEMENTS

We may at our discretion choose whether to accept, or at any time stop accepting, any separate arrangement you may make with a merchant for charging instalment or other regular payments owing to that merchant to your Card Account. Such arrangement is strictly between you and the relevant merchant. Accordingly, if you wish to modify or terminate any such arrangement, you must do so directly with the relevant merchant, otherwise such instalment or other regular payments shall continue to be charged to your Card Account. In the event of any dispute between you and the merchant, we reserve the right not to set up, modify or terminate such arrangement. If the Card and Card Account are terminated or if you have reported to us that the Card is lost, stolen or being used in an unauthorised way, you should contact the relevant merchant(s) directly to make other arrangements for charging such instalment or other regular payments as we may not be able to continue charging such instalment or other regular payments to your Card Account. **We shall not be liable for any loss or damage you may suffer as a result of any non-acceptance of any arrangement to charge or any inability to charge such instalment or other regular payments to your Card Account for any reason.**

18.5 DELAY OR FAILURE TO EXERCISE RIGHTS

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

18.6 ADDITIONAL BENEFITS, SERVICES OR PROGRAMMES

We may provide, at our sole discretion, additional services, benefits or programmes in connection with your Card. Those additional services, benefits or programmes are subject to their own terms and conditions and we may withdraw or change them at any time.

18.7 ASSIGNMENT

We may assign all or any of our rights under or in connection with this Agreement and the Card Account to any third party (including upon any merger or amalgamation of us with any other entity). We may also transfer or delegate all or part of our duties and obligations hereunder to selected third parties. Such rights of assignment, transfer or delegation may be exercised without notice to or consent from you, but will be subject to all applicable legal and regulatory requirements.

18.8 NON-ASSIGNMENT BY CARDHOLDER, ETC.

This Agreement is personal to you and your rights and obligations under this Agreement may not be assigned. This Agreement shall be binding upon each of your successor(s), personal representative(s) and person(s) lawfully acting on your behalf.

18.9 EFFECT AFTER TERMINATION

Any termination of this Agreement by any party shall not affect any accrued rights or liabilities of any party existing or incurred prior to such termination.

18.10 GOVERNING LAW AND LANGUAGE

This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

If there is any inconsistency or conflict between the English and Chinese versions, the English version shall prevail.