

# DBS Bank (Hong Kong) Limited

## Terms and Conditions for Using Customer Services Hotline

The person named on each Card agrees, without prejudice to the existing terms and conditions applicable to Cards issued by DBS Bank (Hong Kong) Limited, to be bound by the following additional terms and conditions ("Terms and Conditions") governing the use of the Customer Services Hotline:-

### 1. Definition and Interpretation

- (a) In addition to all existing terms and conditions:
  - "Card A/C No." the account number appears on a Card for the purpose of accessing Customer Services Hotline.
  - "Company" DBS Bank (Hong Kong) Limited and its successors and assigns.
  - "Customer Services Hotline" the telephone banking service offered by the Company described in and provided in accordance with these Terms and Conditions.
  - "Designated Account" any accounts maintained at the Company and/or any Designated Bank for the time being designated in writing by the Cardholder in a form acceptable to the Company in connection with the use of Customer Services Hotline. For the avoidance of doubt, it is hereby specified that the assignment of any replacement account number(s) by the Company or the Designated Bank from time to time for whatever reasons to a Designated Account shall not affect the status of such account as a Designated Account for the purposes of these Terms and Conditions.
  - "Designated Bank" any other bank as the Company may hereafter at its discretion approve as a Designated Bank for the purposes of using Customer Services Hotline hereunder.
  - "Instruction" any instruction to the Company through the Customer Services Hotline, given in accordance with these Terms and Conditions, by means of a touch tone telephone.
  - "Rules" the rules and regulations for the time being in force of the Company in respect of the particular type of account.
  - "TIN" the personal telephone identification number for the time being established for each Principal and Supplementary Cardholder for the purpose of identification of the Cardholder in giving instructions in connection with the Customer Services Hotline and other services as specified and provided by the Company from time to time.
- Other definition and interpretation as appeared on any existing terms and conditions applicable to Cards issued by DBS Bank (Hong Kong) Limited is also applicable to these Terms and Conditions.
- (b) Customer Services Hotline is offered to every Principal and Supplementary Cardholders who maintain any Card Account with the Company. Customer Services Hotline allows instructions to be given to the Company by means of a touch tone phone. Instructions may be given in respect of any accounts or other arrangements (including but not limited to effect payment to merchants, government, charity organization or any other third parties as pre-defined by the Company from time to time for bill settlement subject to acceptance by the Company) which are from time to time designated by the Company.

### 2. Terms and Conditions applicable to accounts and other arrangements with Cardholders

- (a) All Instructions and transactions are subject to and governed by these Terms and Conditions, the Rules and the applicable rules and regulations of the Hong Kong Association of Banks. If there is any conflict between these Terms and Conditions and the Rules, the latter shall prevail. In consideration of the Company allowing Cardholders to obtain access to and have the use of the Customer Services Hotline, the Cardholder agrees to act in accordance with these Terms and Conditions and other requirements of the Company from time to time.
- (b) All existing terms and conditions applicable to Card Accounts and bank accounts and other arrangements with the Cardholder will continue to apply (except to the extent that they may be inconsistent with these Terms and Conditions in which case these Terms and Conditions will prevail) and such accounts and other arrangements will also be subject to these Terms and Conditions.

### 3. Customer Services Hotline

Customer Services Hotline is provided subject to the absolute discretion of the Company. The Cardholder shall hold the Company and the Designated Bank harmless and shall on demand indemnify the Company and the Designated Bank fully against all actions, proceedings, claims, damages, liabilities, costs and expenses howsoever arising out of making any transaction(s) through Customer Services Hotline.

### 4. TIN

- (a) The Cardholder must select a secret TIN by which instructions may be given in connection with Customer Services Hotline. At no time and in no circumstances shall the Cardholder:
  - i. inform any person of his TIN governing the operation of the Customer Services Hotline;
  - ii. retain the original printed copy of the TIN;
  - iii. allow anyone else to use his TIN;
  - iv. write down or record the TIN without disguising it;
  - v. use easily accessible personal information such as telephone numbers or date of birth as TIN;
  - vi. use this TIN in other services (such as services on the internet).The Cardholder acknowledges that TIN is confidential and shall take all necessary precautions to maintain the confidentiality of the TIN.
- (b) The Cardholder hereby agrees and acknowledges that the use of Customer Services Hotline by any person (whether authorized by the Cardholder or not) with the TIN (regardless of whether the Cardholder has requested for a new TIN or not) shall constitute and be deemed the use of Customer Services Hotline by the Cardholder and the Cardholder shall fully undertake all responsibilities for all transactions involving the use of Customer Services Hotline by any person whomsoever, whether or not authorized by the Cardholder.
- (c) The Cardholder must advise the Company immediately if his TIN becomes known by any other person and shall also inform the Company immediately of any actual or possible unauthorized use of the TIN and shall confirm the same. Until the Company has received such notification, the Cardholder shall be responsible for all use of the Customer Services Hotline and shall on demand indemnify the Company and the Designated Bank fully for all losses, costs and damages in respect of any such use of Customer Services Hotline whether authorized by the Cardholder or not.

### 5. Sufficient Balance

Instructions will not be carried out if the funds and pre-arranged credit facilities (if any) in the Designated Account from which the transaction(s) is to be debited on the relevant payment or transfer date or at the time of receipt of such Instructions are insufficient to cover the payment or transfer concerned.

### 6. Limitations on Liability and Indemnity

- (a) **The Company and the Designated Bank shall have no responsibility whatsoever for any loss or damage suffered by the Cardholder or any third party as a result of or arising from:-**
  - i. **the giving of any Instructions by an unauthorized person;**
  - ii. **the failure of the company and/or the Designated Bank to effect or execute any Instructions and/or transaction or perform any obligation hereunder where such failure is attributable directly or indirectly to any circumstances or events beyond the reasonable control of the Company and/or the Designated Bank;**
  - iii. **any mechanical failure, malfunction, interruption or inadequacy of any computer system, communication system or installation in connection with Customer Services Hotline, any delay, error or omission in transmission howsoever caused or any other cause beyond the reasonable control of the Company and/or the Designated Bank;**

- iv **if Instructions or other intercepted or overheard by any third person, provided that the Company act in good faith.**

- (b) The Cardholder shall hold harmless and indemnify the Company and the Designated Bank, and any other person appointed by them and their respective officers and employees on demand against all liabilities, claims, costs and damages of any kind which may be incurred by any of them and all actions or proceedings which may be brought by or against them in connection with the provision of Customer Services Hotline and/or the exercise of the powers and rights of the Company and/or the Designated Bank under these Terms and Conditions, **unless such liabilities, claims, actions or proceedings are caused solely by the negligence or wilful default of the Company and/or the Designated Bank.**

### 7. Instructions

- (a) Instructions must be given by the Cardholder to the Company by quoting the Card A/C No., TIN and/or any other details required by the Company to effect transactions. The Company shall have the right but shall not be obliged to record verbal instructions received and/or any verbal communication between the Cardholder and the Company, and the Cardholder consents to the Company to do so.
- (b) The Cardholder hereby irrevocably authorizes the Company to give Instructions to the Designated Bank from time to time in respect of any Designated Account(s) with the Company and the Designated Bank for the purpose of effecting a transaction pursuant to the Cardholder's Instructions to the Company under these Terms and Conditions and to effect such transaction without reference to the Cardholder and without any duty to enquire into the justification therefor.
- (c) All Instructions given pursuant to Clause 7(a) and relied on or acted upon by the Company and the Designated Bank shall be irrevocable and binding on the Cardholder whether or not such Instructions are given personally or authorized by the Cardholder. The Company and the Designated Bank shall have no duty to verify the identity or authority of the person giving an instruction provided that the relevant Card A/C No. and TIN are used or quoted.
- (d) The Company and the Designated Bank shall not be obliged to carry out every Instruction received and may refuse any Instruction without giving any reason therefor. The Company and the Designated Bank will only carry out an Instruction in so far as (in their sole and absolute discretion) is practicable or reasonable for the Company or the Designated Bank to do so and in accordance with their respective regular business practice and procedure.
- (e) Any Instruction or transaction outside the scope of Customer Services Hotline will generally not be acted on or effected by the Company or the Designated Bank. However, if any Instruction outside Customer Services Hotline is relied on or acted upon by the Company or the Designated Bank, such Instruction and all transactions arising therefrom shall be binding on the Cardholder.
- (f) A reference number will be given by the Company to the Cardholder after the acceptance by the Company of each Instruction which involves transfer of funds, or such services as the Company or the Designated Bank may from time to time think necessary for the purpose of future identification of transaction(s) effected as a result of such Instruction. The Cardholder shall contact the Company forthwith if no such reference number is so given.

### 8. Record of Transaction and Return of Documents

Details of the transactions through the Customer Services Hotline will be recorded on the Cardholder's relevant Card Account statement and/or bank account statement and/or savings passbook (when a transaction is processed to a passbook savings account). If there is any discrepancy between the Cardholder's Instructions and the details recorded on his account statement and/or his savings passbook, he must notify the Company as soon as practicable after receipt of the statement and/or the transaction updated on his saving passbook. If no such notification in writing regarding Card Account statement is received within 60 days, from the date of the transaction, the Company shall be entitled to treat the records therein as conclusive and binding. Banking Transactions effected by the use of the Customer Services Hotline but not involve Card Account, will not appear on the Card Account Statement but will appear on the periodical statement of the relevant bank account.

### 9. Transfer of funds between the Cardholder's accounts

The Cardholder hereby declares that transactions involving transfers of funds between the Cardholder's Card Accounts and any bank accounts on any day may be processed to the relevant account on the day of the transaction or the next business day, at the absolute discretion of the Company and/or the Designated Bank.

### 10. Restrictions imposed

The Company and the Designated Bank shall have the right from time to time to impose such conditions and restrictions as it thinks fit for efficient operation of the Customer Services Hotline including but not limited to the maximum or minimum amount of each transaction and the Company and the Designated Bank shall notify the Cardholder of the same in accordance with Clause 12 below.

### 11. Authority to debit

The Cardholder hereby irrevocably authorizes the Company to debit at its sole discretion any Cardholder's account with the Company and/or the Designated Bank any amount arising from any withdrawal, transfer and/or transaction effected via Customer Services Hotline whether made with his knowledge or authority or not.

### 12. Amendment of Terms and Conditions

The Company reserves the right at its discretion to add, delete or otherwise change any of the Customer Services Hotline services and/or these Terms and Conditions herein from time to time. As new services are introduced, changes may be required. When such changes affect the liabilities and obligations of the Cardholder, the Company shall give at least 30 days' notice to the Cardholder. In other cases, reasonable notice shall be given. Such notice may be given by such means as the Company in its discretion sees fit. Any Cardholder who does not close his Customer Services Hotline services prior to the expiration of such notice shall be deemed to have agreed to such changes.

### 13. Termination of Customer Services Hotline arrangement

The Company may terminate the Customer Services Hotline arrangements at any time or may cancel or suspend Customer Services Hotline or any part thereof at any time as it deems fit without prior notice to the Cardholder and the Cardholder may terminate such arrangements by giving written instructions to the Company at any time but the termination will only be effective after the Company has had a reasonable opportunity to attend to such termination following its receipt of such instructions.

### 14. Fees and Charges

- (a) The Company shall be entitled to charge fees for making Customer Services Hotline available to the Cardholder and/or the handling of Instructions. The Company may determine and revise such fees from time to time as it thinks fit. The Company shall give at least 30 days' notice to Cardholder before any variations take effect. The Cardholder hereby authorizes the Company to deduct such fees from any one or more accounts of the Cardholder maintained with the Company and/or debit any Card Account of the Cardholder with the Company at the discretion of the Company.
- (b) All costs and expenses, legal or otherwise, if any, in connection with the provision of Customer Services Hotline (including exercise of any right of the Company under these Terms and Conditions) shall be borne by the Cardholder.

(Effective date: 1<sup>st</sup> July 2009)