



## Terms and Conditions Governing DBS Sparks Offers

- 1. To participate in the Programme, an applicant ("Applicant") must access the DBS Sparks Offers ("Programme") public webpage and submit to DBS Bank (Hong Kong) Limited ("DBS", which expression shall include its successor and assigns) a completed application form online, selecting the Applicant's desired Digital Solutions under the DBS Sparks Offers Programme ("Digital Solutions").
- 2. This Programme is eligible to all DBS SME customers only. Eligible applicants will be contacted accordingly based on their selected Digital Solutions, via email or phone as per the details submitted through the application.
- 3. By participating in the Programme, an Applicant:
  - a. consents to DBS referring its details including contact details as submitted in the application form on the Programme public webpage to the respective third-party service providers (or a subsidiary, holding company, related company, agent, contractor or third-party service provider thereof) for subsequent follow up;
  - b. acknowledges and agrees that approvals on its applications for the Digital Solutions are made at each service provider's discretion;
  - c. acknowledges that each service provider's decision is final, and DBS does not guarantee nor interfere with the approval process of any Digital Solution;
  - d. confirms that it is lawfully providing the data for DBS to use and disclose for the purposes of: (i) providing products or services to that Applicant, whether in connection with this Programme; (ii) meeting the operational, administrative and risk management requirements of DBS Group Holdings Ltd. and its related corporations ("DBS Group"); and (iii) complying with any requirement, as DBS Group reasonably deems necessary, under any law or of any court, government authority or regulator; and
  - e. acknowledges that DBS only performs the role of a liaison and referral party. An Applicant agrees that DBS may request for a copy of the signed agreement between the service providers and Applicants as proof of successful activation<sup>^</sup>.
- 4. Under no circumstances will DBS be held responsible or liable in any way for any claims, damages, losses, expenses, costs or liabilities whatsoever (including, without limitation, any direct or indirect damages for loss of profits, business interruption or loss of information) resulting or arising directly or indirectly from the customers' use of or inability to use the Digital Solutions offered by the service providers, or from the customers' reliance on the information and materials on these Digital Solutions and service providers provided on the DBS Sparks Offers public webpage or arising from communications between customers and service providers.
- 5. If the Digital Solutions involve any banking services offered by DBS, DBS' terms and conditions governing the respective banking services shall continue to apply. This includes but is not limited to, where applicable, Terms and Conditions Governing Accounts (Applicable to Businesses/Non-Individuals) and the DBS Electronic Banking Services Terms and Conditions. DBS may (i) vary the terms and conditions or structure of the Programme, (ii) discontinue this Programme at any time and/or (iii) remove any Account from the Programme at its discretion without any notice or liability to any party.
- 6. DBS' decision on all matters relating to this Programme shall be final and conclusively binding. Any enquiry or complaint in connection with the promotion or products or services relating the Digital Solutions should be directed to the relevant supplier.
- 7. These terms and conditions are governed by, and shall be construed in accordance with, the laws of Hong Kong.





8. In case of discrepancies between the English and Chinese versions, the English version shall prevail.

^ Activation of Digital Solutions shall be defined as the service provider(s) having entered into a signed contractual agreement with an Applicant, along with documentation of any other form of acknowledgement or confirmation of offer and acceptance between the parties.