

TERMS AND CONDITIONS GOVERNING THE USE OF
ONLINE APPLICATION FOR
DBS BUSINESS ACCOUNTS AND SERVICES

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DBS Bank (Hong Kong) Limited ("Bank", which expression shall include its successors and assigns) provides you with this online application facility for business accounts and services ("**Facility**") to assist in the completion of the application form and to facilitate the opening of account(s) with us and obtaining of services from us at your convenience online.

In these Terms and Conditions of Use ("**Terms**"), "**we**", "**our**" or "**us**" refer to the Bank. "**You**" or "**your**" refer to the entity who intends to open account(s) with us using the Facility.

By clicking the "Apply Now" button or otherwise using the Facility, you indicate your acceptance of and agreement to be bound by these Terms. These Terms govern the use of the Facility only and the prevailing terms and conditions governing accounts and other services will apply once the relevant application ("**Application**") is approved. The current version of our Terms and Conditions Governing Accounts (applicable to Businesses/ Non-individuals) can be found at <https://www.dbs.com.hk/iwov-resources/forms/hksme/en/day-to-day/accounts/terms-and-conditions-17-Jul-2019-en.pdf>

1 Use of Facility

1.1 In order to use the Facility, you will need:

- (a) a personal computer or other device with access to the Internet;
- (b) a web browser which is capable of supporting 128-bit SSL encryption;
- (c) a valid email address to which we can send communications relating to the use of the Facility;
- (d) a valid mobile number to which we can send one-time passwords to allow your user to log in and retrieve a partially filled-out application form and other communications relating to the use of the Facility;
- (e) a personal computer or other device(s) ("**Device(s)**") with high resolution camera which is capable of conducting high quality video conferencing if you have chosen the "Meet Online" option as the appointment option, which you are required to conduct over the Device(s) for the purposes of completing the Application; and
- (f) any other requirements that we may notify to you from time to time;

We will not be responsible for your failure or inability to use the Facility if your Device(s), system or other facilities do not satisfy the foregoing requirements.

1.2 Subject to the Terms herein, the Facility allows you to temporarily save your partially filled online application form. You will be able to retrieve and proceed with the Application within 30 days from the date you last save the online application form. Any incomplete Application will be deemed invalid and removed after 30 days from the date you or the Facility last save the online application form and the data so temporarily saved can no longer be retrieved, and thereafter, a re-submission is required. You must ensure that only persons with proper and valid authority (within any limits set by you) send or transmit, or authorise the sending or transmission of, an Application to us via the Facility ("**Users**"). You are responsible for the accuracy, adequacy and completeness of information submitted to us. We shall be entitled to treat an Application received as being properly authorised by you and binding upon you, and we are not required to further investigate or enquire the authenticity or authority of your Users.

1.3 You acknowledge and agree that if you have chosen the "Meet Online" option as the appointment option you are required to submit original documents or Certified True Copies of the documents within 14 business days after the account is initially opened under this Application or the Bank has the right to terminate such account without prior notice and your consent.

1.4 You acknowledge and agree that we have no obligation to process an Application received through the use of the Facility. We may elect not to process such an Application for any reason, for instance if we have reason to suspect that there is any error, fraud or forgery, or if we are of the view that the Application is inaccurate or incomplete. We are not obliged to notify you in respect of the status of the Application or inform you of the reason(s) if we decide not to process the Application. We may at our discretion request for additional information or verification from you, and may treat the Application as being withdrawn if such request is not met in a timely fashion.

1.5 To the maximum extent permissible under applicable law, we will not be liable for any losses, damages, costs or expenses (whether arising directly or indirectly) which you may suffer or incur as a result of us:

- (a) acting upon or relying on any information received pursuant to Clause 1.2 and 1.3; or
- (b) exercising our rights under Clause 1.3 and 1.4.

1.6 The use of the Facility does not guarantee the successful outcome of the Application or the opening of an account in any way.

2 Security

2.1 You are responsible for the use of any one-time password dispatched to you or your Users. We shall not be liable to you for any loss, damage, cost or expenses incurred by you as a result of the loss or unauthorised use of any such one-time password (if applicable).

2.2 You acknowledge that the information set out in the Application submitted via the Facility is encrypted and secured before transmission to us, and agree that the Facility uses commercially reasonable security procedures to (if applicable):

- (a) verify that such information originates from you or your Users;
- (b) verify that such information is not altered during transmission to us; and
- (c) indicate your intention in respect of the Application submitted, and that such security procedures are as reliable as appropriate for the purposes for which the Facility is used.

2.3 We are not liable to you if any transmission is delayed, lost or otherwise fails to reach us, or if the information set out in the Application is modified, intercepted or otherwise accessed by a third party during the process of transmission.

3 Privacy and Personal Data

3.1 We will take all commercially reasonable precautions to preserve the integrity and confidentiality of information set out in the Application submitted via the Facility. However, you acknowledge and agree that we may disclose such information to our officers, employees and agents, our service providers and any other person where such disclosure is reasonably required for processing the Application submitted or where we believe such disclosure is required for us to comply with law, rule, regulation, directives, orders or other legal process.

3.2 You agree that our Data Policy Notice available at <http://www.dbs.com.hk/personal/data-policy.page> (as may be amended, supplemented and/or substituted from time to time, the "DBS Data Policy Notice") is incorporated by reference into and forms part of these Terms. You further agree that the DBS Data Policy Notice applies to any information you give us or which we receive from any other sources or which arises from your relationship with us or any other DBS Group company.

3.3 If you provide us with personal data (as defined in the Personal Data (Privacy) Ordinance, Chapter 486 of the laws of Hong Kong) (including but not limited to, where applicable, through or in connection with any video conference) of any individual (including, where applicable, your directors, partners, office holders, officers, employees, authorised agents, users, shareholders and beneficial owners), you confirm that you have obtained such individual's consent for, and hereby consent on behalf of such individual to, the collection, processing, use and disclosure of his/her personal data by us in accordance with the DBS Data Policy Notice.

3.4 You acknowledge and agree that we may disclose or transfer information to a recipient whose principal place of business is outside Hong Kong in accordance with the DBS Data Policy Notice.

3.5 Our rights under this Clause 3 shall be in addition and without prejudice to, any other rights of disclosure which we may have under any applicable laws and regulations, and nothing herein is to be construed as limiting any of those rights.

3.6 You acknowledge and agree that your partially filled online application will be temporarily stored in the system.

3.7 You acknowledge and agree that you and your personal information may be captured during any video conference, if applicable.

4 Disclaimer of Warranties

4.1 The Facility is provided "as is" and, to the maximum extent permitted under applicable law, all representations, warranties, conditions and other terms implied by statute, common law or otherwise in respect of the Facility are excluded from these Terms.

4.2 Although we will put in place reasonable safeguards, we do not warrant that the Facility will be provided uninterrupted, free from any errors, computer virus or other malicious, destructive or corrupting code, or that any defect will be corrected.

4.3 We do not provide any guarantee in respect of the availability of the Facility and we may at our discretion modify, remove, suspend or discontinue the provision of the Facility, in whole or in part, at any time without giving notice and/or reasons.

4.4 You acknowledge and agree that we may incorporate information provided by other service providers, government agencies or bodies in the Application to be submitted via the Facility. We do not provide any representation or warranties or assume any responsibility for the accuracy, reliability or completeness of such information. You should notify us if any of the information incorporated into your Application is inaccurate.

5 Limitation of Liabilities

5.1 You acknowledge there are certain security, corruption, transmission error and availability risks associated with the use of the Facility and the associated telecommunication infrastructure including the Internet, email and mobile messaging services. You agree, to the maximum extent permitted under applicable law, to assume such risks.

5.2 To the maximum extent permitted under applicable law, you acknowledge and agree that we are not liable to you for:

(a) any indirect, consequential, special or punitive loss or damage arising from the provision of the Facility, whether arising or based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise; or

(b) any loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment including software.

5.3 We can act in compliance with any legal or regulatory obligation imposed on us, or any order of court, judgment or arbitral award served upon us without notifying you or seeking your approval. We may act pursuant to the advice of counsel with respect to any matter relating to these Terms. To the maximum extent permitted under applicable law, we are not liable for any action taken or omitted pursuant to this Clause.

6 Miscellaneous

6.1 These Terms are governed by the laws of Hong Kong. All disputes arising from or pursuant to these Terms shall be resolved before the courts of Hong Kong, and you agree to submit to the jurisdiction of such courts.

6.2 In these Terms, any reference to a person includes a reference to partnerships, companies, associations or other bodies of persons, incorporated or otherwise, and to such person's successors, assigns, transferees or other persons authorised to take over such person's legal rights.

6.3 If any provision of these Terms is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed without affecting the validity of the other provisions.

6.4 No forbearance, delay or indulgence by us in enforcing these Terms shall prejudice or restrict our rights. No waiver of our rights shall operate as a waiver of any subsequent breach, and no right, power or remedy herein conferred upon or reserved for us is exclusive of any other right, power or remedy available to us.

6.5 We may at any time amend these Terms upon reasonable notice to you. Such notice may be sent via email, posted on our website or published in any media that we deem appropriate. You are deemed to agree to such amendments if you continue to use the Facility after the effective date of such amendments.

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