DBS Card+ HK 使用條款

請仔細閱讀本使用條款。假如用戶不同意下列任何條款，請不要使用 DBS CARD+ HK 應用程式。

DBS Card+ HK 應用程式的使用受本使用條款規管，而若干商業服務（「服務」）將透過 DBS Card+ HK 應用程式提供。當用戶使用 DBS Card+ HK 應用程式，即被視為已確認和同意受本使用條款及任何其他適用於服務的條款及細則，包括不時出現於或連結至服務的任何免責聲明約束。

1. 定義

在本使用條款中，以下詞語及措辭在適當的情況下應具有相應的含義：

「登錄密碼」指取得服務所需並可予不時更改的用戶名稱和密碼、生物識別特徵（包括但不限於指紋及面孔），包括本行不時向用戶提供只用一次或限時使用的任何密碼；

「戶口」指於本行開立並已登記使用服務的任何信用卡戶口；

「本行」指星展銀行(香港)有限公司 DBS Bank (Hong Kong) Limited（包括其繼承人及受讓人）；

「聯絡資訊」指用戶為接收短訊及/或電郵提示及通知而在本行登記的任何手機號碼及/或電郵地址；

「香港」指中華人民共和國香港特別行政區；

「指示」指用戶依照登錄密碼安排及本行不時訂立的其他程序，透過服務向本行發出或視為已向本行發出的任何要求、申請、授權、命令或指示；

「法律」指有關當局（不論在香港或其他地方）的所有相關法律（包括法定成文法則、普通法及衡平法原則）、規例或其他文書（不論是否具法律效力），以及以上任何一項不時的合併、修訂、重新制定或替代版本；

「短訊」指讓用戶透過流動電話網絡接收到文字訊息的短訊服務；

「用戶」及「他/她」指基於任何原因或任何目的取得服務的個人；及

「用戶裝置」指用以取得服務的裝置（包括流動裝置或任何其他電訊設備）連同所有必需的軟件及其他硬件。

2. 使用服務

2.1 用戶確認他/她是：

(a) 年滿十八歲或以上的人士；

(b) 用戶裝置的擁有人，或用戶裝置的擁有人已正式授權用戶用它來取得和使用服務；及

(c) 通常居住在、及用戶裝置是設置在香港或在服務可合法地由用戶使用及由本行提供的其他司法管轄區。

用戶同意，若以上確認的任何資料已屬不確，會立即以書面通知本行。屆時除非與本行以書面協定特別安排，否則用戶必須立即停止使用服務。

2.2 用戶不得在任何經改動以致規格超出供應商支援範圍的流動裝置或作業系統上使用本行服務。這包括已越獄即軟件保護被破解 (jailbroken) 或已開放根目錄權限 (rooted) 的裝置，這些裝置在未經提供者批准的情況下被更改。在已越獄或已開放根目錄權限的裝置上使用 DBS Card+ HK應用程式或生物識別驗證可能會影響安全性並導致詐欺交易。用戶應自行承擔此類行為所帶來的風險，且本行對用戶因此所遭受的任何損失或後果概不負責。

3. 互聯網科技的限制

3.1 用戶承認互聯網是複雜和發展迅速的科技。因此，雖然本行致力發展其互聯網設施，但是：

(a) 服務未必能滿足用戶的所有要求或期望；

(b) 服務的特點或功能可能不時變更；

(c) 本行會努力確保服務妥善運行，但其運作可能會中斷及/或需要定期修改和改良；

(d) 為減少風險，本行可能對服務的交易額、資金轉賬目的地和其他功能設立（和不時修訂）限制及/或設定用戶要求；及

(e) 服務的使用或會因用戶裝置的類型、規格及/或配置而受到限制。

3.2 互聯網通訊、電郵服務以及服務或會受本行合理控制範圍以外的因素影響，包括但不限於通訊設施故障或失靈、固有的技術缺失、網絡擠塞，或通訊受到阻礙、中斷、延誤、破壞或被截取。用戶確認及同意，上述因素可導致出現以下情況：

(a) 服務失靈或延誤，或本行無法或延遲收到指示；或

(b) 指示無法或延遲執行。

用戶進一步確認及同意，透過服務發出的指示存在被截取及出現失誤的風險，而且即使在該等情況下，指示一經發出將不可取消。

3.3 如因本行合理控制範圍以外的任何因素（包括以上第 3.1 條所述者）導致服務（包括傳送任何提示或通知或接收或執行任何指示）不完備、無法提供、失靈、中斷、暫停或延誤，本行無須對用戶承擔任何法律責任。

3.4 本行為答覆網上查詢而在網站或透過其他途徑報述的任何利率、其他價格及資料，均僅供參考之用，並無任何約束力。當用戶接納本行於處理有關交易時及就有關交易而提供的任何利率、價格或資料，用戶將受其約束。

4. 用戶的義務

用戶同意其必須：

(a) 使用適當的設備、軟件或裝置，於本行登記有效的聯絡資訊及透過適當的網絡連接（由本行不時決定）以取得服務；

(b) 不會將服務用作或試圖用作其原定用途以外的任何其他用途；

(c) 不得和不會試圖倒序設計、解編、拆解或以其他方式竄改服務或由本行或代表本行操作的任何系統或軟件，亦不會協助或容許任何其他人如此做；及

(d) 若 (i) 任何就服務而提供予本行的資料有任何更改，包括已於本行登記的聯絡資訊；或 (ii) 任何聯絡資訊無法再接收提示及通知，用戶須從速通知本行。

5. 用戶名稱及密碼

5.1 用戶會被要求提供一些個人資料以登記 DBS Card+ 賬戶，才可使用 DBS Card+ HK 應用程式提供的某些服務。用戶承諾 (a) 按要求提供真實、準確、最新及完整的個人資料；及 (b) 保持其個人資料真實、準確、最新及完整並及時作出更新。若用戶提供失實、不準確、過時或不完整的個人資料，或本行有合理理由懷疑該等資料失實、不準確、過時或不完整，本行有權暫停或終止用戶的 DBS Card+ 賬戶，或拒絕其在目前或將來使用任何及所有服務（或其任何部分）。

5.2 在 DBS Card+ 賬戶登記程序結尾部分，用戶會被要求在本行登記用戶名稱及密碼。用戶需要輸入用戶名稱及密碼登入 DBS Card+ 賬戶，方能使用 DBS Card+ HK 應用程式提供的某些服務。用戶不應使用容易讓人取得的個人資料，例如電話號碼或出生日期作為其用戶名稱或密碼。此外，用戶不應以該用戶名稱及/或密碼使用其他服務（例如連接到互聯網或接達其他網站）。

6. 一次專用密碼

6.1 除用戶名稱及密碼以外，本行可全權酌情要求用戶使用本行透過短訊發出的一次專用密碼以取得服務或發出若干類別的指示。

6.2 用戶確認當其身處外地或使用海外流動電話服務網絡時，用戶的流動電話服務供應商可能不支援用戶以短訊形式接收一次專用密碼。同時，服務供應商亦可能會就接收一次專用密碼收取服務費。本行不會負責支付服務供應商或任何其他機構收取的該等費用。

6.3 以短訊形式發送的一次專用密碼可能會因用戶流動電話服務供應商的流動電話服務網絡繁忙而有所延誤。對於流動電話服務網絡故障令任何服務中斷或延誤所引致的損失，本行不承擔任何法律責任。

6.4 使用一次專用密碼受 3-D SECURETM 服務條款及細則約束，詳情請參閱 https://www.dbs.com.hk/iwov-resources/pdf/creditcards/VBV-tnc.pdf。

7. 生物識別特徵

7.1 用戶可使用生物識別特徵（包括但不限於指紋及面孔）來登入 DBS Card+ HK 應用程式。為能使用生物識別特徵，用戶應：

(a) 於用戶裝置啟用生物認證功能；

(b) 於用戶裝置登記用戶的生物識別特徵；

(c) 於 DBS Card+ HK 應用程式進行相關登記程序以選用生物特徵登入功能。

於 DBS Card+ HK 應用程式啟用生物特徵登入功能後，儲存於用戶裝置的所有生物識別特徵將作為認證之用。

7.2 用戶確認用戶的生物識別特徵只會儲存於用戶裝置。用戶明白一經啟用 DBS Card+ HK 應用程式的生物特徵登入功能，任何儲存於用戶裝置的生物識別特徵均可用以登入 DBS Card+ HK 應用程式，包括操作用戶的戶口。

7.3 用戶應確保用以在用戶裝置登記、增加或更改生物識別特徵的密碼或操作碼得以保密。

7.4 用戶確認 DBS Card+ HK 應用程式將透過用戶裝置的生物認證模組進行認證，而用戶同意有關的認證程序。

7.5 用戶確認及同意，為完成生物特徵登入，DBS Card+ HK 應用程式將存取用戶裝置所登記的生物識別特徵，而用戶同意本行存取及使用有關資料以提供 DBS Card+ HK 應用程式服務。

7.6 除本使用條款的其他條款及細則另有規定外：

(a) 用戶明白流動裝置的生物認證模組並非由本行提供，對於任何流動裝置的生物認證功能的安全性及流動裝置的運作是否符合其生產商所述，本行不作任何陳述或保證；

(a) 本行並不陳述及保證生物認證可於任何時間使用，或能配合任何電子設備、軟件、基礎設施或本行不時提供的其他電子銀行服務而使用；

(c) 除非法律禁止本行免除或限制其法律責任，否則就用戶使用或意圖使用生物特徵登入 DBS Card+ HK 應用程式或因用戶發出的指示或透過或涉及以生物特徵登入

DBS Card+ HK 應用程式 導致任何未經授權交易所招致的損失，本行不承擔任何法律責任；及

(d) 用戶須就不當使用生物特徵登入 DBS Card+ HK 應用程式而令本行招致的所有損失及損害對本行作出彌償。

(e) 用戶如有樣貌相同的雙胞胎或用戶的面容可能會更改或變化，透過用戶裝置使用服務時便不應以面孔辨識方式驗證身份，取而代之應使用用戶名稱和密碼或其他生物識別特徵。

8. 用戶的保安責任

用戶對用以登入 DBS Card+ HK 應用程式及/或取得服務的登錄密碼及用戶裝置的保安承擔全部責任，並同意審慎地及秉誠行事， 包括採取下列保安措施:

(a) 任何裝置若已被惡意軟件入侵，或曾被擅自改動以致可從裝置偷取資料或將惡意軟件下載至用戶裝置或增加發生這些情況的機會，用戶均不應以有關裝置使用服務;

(b) 用戶不應從來源不明的網站下載任何應用程式;

(c) 用戶應確保其透過本行的真正應用程式使用服務;

(d) 服務需經提交有效登錄密碼及（在適用的情況下）按本行不時規定的程序預先登記才可使用;

(e) 用戶無論何時都必須將登錄密碼保密，不得向他人披露，也不得將登錄密碼寫下或記錄以致造成外洩或被人誤用;

(f) 用戶必須防止任何人未經授權使用服務（不論是否使用用戶的裝置）;

(g) 用戶不得容許他人管有或操控用戶用以接收登錄密碼的裝置;

(h) 如用戶的登錄密碼外洩，或用戶的登錄密碼、用戶裝置或用以接收登錄密碼的裝置確實或懷疑被濫用，用戶必須立即通知本行，並於 24 小時內向本行提供任何上述通知的書面確認及被濫用的詳情。在本行收到任何書面確認之前，用戶無權向本行提出申索，並須對本行就服務的使用（無論是否經用戶授權）而招致的所有損失和損害向本行承擔責任;

(i) 用戶必須在每次結束瀏覽時登出 DBS Card+賬戶;

(j) 如用戶發現或相信 (i) 登錄密碼遭到危害、遺失或被竊；(ii) 有人未經授權而利用用戶裝置及/或登錄密碼取得服務；或 (iii)有人未經授權而在用戶的戶口進行交易，用戶必須在合理地實際可行的範圍內盡快通知本行。

(k) 用戶須及時遵守本行不時規定或通知的相關保安全措施，包括但不限於防詐騙的教育宣傳、保安全提示；及

(l) 用戶如發現任何保安事故，應透過本行 24 小時客戶服務熱線(852) 2290 8888 向本行報告。

用戶確認及接受，如任何人取得或得悉用戶的登錄密碼，將可就用戶的戶口使用服務及向本行發出指示，包括但不限於遞交申請、從用戶的戶口提取資金。用戶必須採取適當的措施來保障其登錄密碼的安全，例如以上建議的措施。用戶確認，若其任何言語、行動或行為違反上述保安責任，無論是有意還是無意的，均導致其須就由此引起的所有損

失及損害向本行承擔責任。用戶在此同意並確認，任何人（無論是否經用戶授權）以用戶的登錄密碼使用服務均構成並視為用戶本身使用服務。如用戶以外的任何人取得或得悉用戶的登錄密碼，用戶同意就由此引起的所有損失、損害、費用及開支（包括專業費用和法律費用）向本行作出十足的彌償。除因第 18 條所列原因外，本行不會就未經授權的交易所導致的任何損失負責。

9. 給予指示

9.1 本行有權（但並非必須）接受及依賴任何或全部指示或在其他情況下本行合理地相信是真實的指示，而用戶須對所有該等指示負責並受其約束。

9.2 本行會接收關於用戶戶口或用戶與本行的其他關係的指示並按指示行事，條件為無論何時：

(a) 本行會確保執行任何指示之前，有關指示已藉著本行核實用戶的一組或多組登錄密碼而獲得認證，但本行無義務執行任何進一步認證或其他步驟；
(b) 本行有權（但並非必須）按指示被接獲時的內容執行接獲的任何指示。本行就任何指示的記錄，除非有明顯的錯誤，應是最終及具約束力的；
(c) 本行可全權酌情決定拒絕按任何指示行事，包括當其認為處理有關指示屬不可行或不合理，或有違其一般業務慣例及程序；
(d) 本行保留不時限制用戶登記作為不時接收提示或通知的聯絡資訊的數目及/或種類的權利；
(e) 本行對任何數據的準確性或完整性，或因用戶裝置失誤、失靈或故障而令數據遭破壞、截取、刪除或遺失概不負責；
(f) 用戶將受任何指示約束；及
(g) 本行接獲指示後通常會發出電子認收訊息，但在某些情況下，指示可能直至該類指示的下一個處理日才實際獲得處理。

10. 指示的效力

10.1 指示一經發出，便不可修改、取消或撤回。不論是用戶或任何其他人士發出的所有指示（只要本行真誠地了解有關指示及按其行事），均不得撤銷並對用戶有約束力。除驗證任何一組登錄密碼外，本行無義務或責任驗證任何指示或發出任何指示的人士的身份或權限的真實性。

10.2 本行將盡合理努力執行指示，但不保證指示會在某個時間之前或根本能否被全部或部分執行。本行將不會就由於市場因素、其本身的核實或授權程序或任何其他理由而引致的延誤負責，亦不會就在處理用戶隨後可能向本行發出的任何取消或更改指示前執行的指示負責。

10.3 若本行認為用戶的戶口或登錄密碼可能存在安全風險，為保障用戶的戶口，本行可採取以下措施：

(a) 透過其他方式驗證用戶身份；

(b) 要求用戶透過其他方式（例如親自前往分行以書面形式等）確認任何指示；或

(c) 不會即時根據任何指示行事，以便先確認任何指示或用戶身份。

在此情況下，用戶的指示可能無法在預期時間內得到處理，本行對用戶或任何第三方遭受的任何不便、損失、損害或傷害概不負責。

11. 電子結單服務

11.1 本行可不時透過 DBS Card+ HK 應用程式以電子方式向用戶發出有關產品或服務的電子結單及/或電子通知書（本行認為合適的），以便該等電子結單及/或電子通知書可由用戶透過 DBS Card+ HK 應用程式查看、列印及下載（「電子結單及電子通知書服務」）。

11.2 電子結單及電子通知書服務一般會在用戶啟動 DBS Card+賬戶後第一或第二個結單周期/工作天生效。當電子結單及電子通知書服務生效後，除非用戶另行給予本行指示，否則用戶將不會再收到相關的紙張結單及/或紙張信件。

11.3 當電子結單或電子通知書可在 DBS Card+ HK 應用程式上閱覽時，用戶會收到本行發送的電郵提示。如用戶已登記星展 iBanking 網上理財的電子結單服務，電郵提示將發送到他/她登記星展 iBanking 網上理財戶口時提供的電郵地址。在其他情況下，電郵提示將發送到用戶登記 DBS Card+ 賬戶時作為用戶名稱的電郵地址。用戶同意當其電郵地址有任何變更，用戶會在可行的情況下盡快通知本行。

11.4 用戶有責任向本行提供其合理地要求的任何個人資料，以便向用戶提供服務。這包括維持並向本行提供獨有、有效且最新的手提電話號碼及電郵地址。用戶也同意，如其指定的電郵地址、手提電話號碼或其他提供給本行的個人資料有任何變更，用戶將立即使用本行不時規定的方式通知本行。如果用戶未能履行上述義務，本行可能無法向其發出通知。

11.5 在收到任何電子結單或電子通知書的通知後，用戶應從速查閱有關電子結單或電子通知書。若用戶發現任何不確之處，必須在合理可行的情況下盡快通知本行。如本行沒有在結單日期後 60 天內（如果電子結單是信用卡電子結單）或 90 天內（所有其他電子結單）收到通知，用戶將視為已接納當中所載全部資料在各方面均屬真實及準確。

11.6 用戶應儲存或列印電子結單或電子通知書，以作日後參考之用。如用戶欲取得不可再透過 DBS Card+賬戶取覽及下載的任何結單的列印本，用戶須繳付收費表列明的費用。

11.7 如本行能證明已提供電子結單及/或電子通知書，對於用戶因未能妥為收到或沒有收到電子結單及/或電子通知書而遭受的任何損失，本行概不負責。

11.8 於DBS Card+ HK應用程式備存的電子結單或電子通知書即使未被查閱、存取或儲存，也僅在本行不時決定的有限時間內提供。因此，用戶應將電子結單或電子通知書的解密版本（例如PDF格式）儲存於自己的電訊設備中，以作保存和記錄之用。

12. 「管理信用卡」功能

用戶可以使用「管理信用卡」功能，指示本行為其每個戶口設置零售消費限額（「消費限額」）或指示本行拒絕某些類別的信用卡交易。即使用戶提出該要求，但若出現異常交易（如 DBS 個人信用卡使用條款及細則（「信用卡協議」）第 2.2 條所述）或商戶更改交易類別後重新提交以獲取授權，每個戶口的總結欠也可能會超過消費限額，而且該等類別的信用卡交易仍可能獲授權及處理（「不允許交易」）。本行對此恕不承擔責任，因為商戶的行為超出了本行的控制範圍。用戶應參閱信用卡協議了解詳情。用戶明白及確認用戶須對超出消費限額的交易及不允許交易負責。使用「管理信用卡」功能受「管理信用卡」功能條款及細則約束，詳情請參閱 https://www.dbs.com.hk/personal-zh/credit-cards/tnc/TnC_Manage_Card.html。

13. 「繳款及轉賬」功能

用戶可以使用「繳款及轉賬」功能，指示本行透過香港銀行同業結算有限公司提供及營運的快速支付系統及任何與快速支付系統相關的服務及設施，從用戶的戶口提取資金以繳付賬單或轉賬給第三者。使用「繳款及轉賬」功能受「繳款及轉賬」功能條款及細則約束，詳情請參閱 https://www.dbs.com.hk/iwov-resources/tnc/payntransfer_tnc_zh.pdf。

14. 擬讀取的資料及擬進行的操作

14.1 DBS Card+ HK 應用程式會記錄用戶的瀏覽，所收集的瀏覽記錄會用於製作統計報告及診斷 DBS Card+ HK 應用程式出現的問題，以助改善本應用程式。

14.2 為方便用戶使用 DBS Card+ HK 應用程式，應用程式會於用戶登出 其 DBS Card+ 賬戶後，仍保存其 DBS Card+ 賬戶的用戶名稱以作登入用途。因此，DBS Card+ HK 應用程式會綁定 DBS Card+ 賬戶的用戶名稱及用戶裝置的獨特識別碼。在用戶登記 DBS Card+ 賬戶時，DBS Card+ HK 應用程式會讀取用戶裝置的獨特識別碼，並會於本行的伺服器上儲存該識別碼。

14.3 當用戶為顯示於 DBS Card+ HK 應用程式「消費」標籤上的交易添加描述及照片時，應用程式會使用用戶裝置的相機或取用存於用戶裝置的照片，但不會讀取用戶裝置相片簿內的資料。

14.4 當用戶使用 DBS Card+ HK 應用程式內某些基於位置的服務時，應用程式會要求用戶開啟用戶裝置的定位服務以便確認其位置，但不會收集及儲存用戶的位置。

14.5 當用戶使用 DBS Card+ HK 應用程式的「確認信用卡」服務時，應用程式會使用用戶裝置的相機以讀取信用卡號碼，但不會讀取用戶裝置相片簿內的資料。

14.6 當用戶使用 DBS Card+ HK 應用程式的「申請信用卡」、「獲取私人貸款」及「私人貸款身份驗證」服務時，應用程式會使用用戶裝置的相機以讀取用戶身分證上的相關資料，包括姓名、出生日期、身分證號碼、容貌及性別，並會要求用戶使用用戶裝置的相機自拍照片及影片進行身份認證，但不會讀取用戶裝置相片簿內的資料。用戶的身分證相關資料、照片及影片將構成本行於用戶申請信用卡及/或私人貸款服務時所收集的個人資料的一部份，該等資料會於本行的伺服器上儲存。一般而言，個人資料的收集、使用、儲存及更正受本使用條款第 17 條文規管。

14.7 當用戶使用 DBS Card+ HK 應用程式的「繳款及轉賬」服務時，應用程式會使用用戶裝置的相機、取用用戶裝置上儲存的照片或用戶裝置的通訊錄以獲取收款人的二維碼或轉數快資料以進行轉賬，但不會儲存任何資料於用戶裝置的相片簿或通訊錄內。

14.8 當用戶使用 DBS Card+ HK 應用程式時，應用程式會發送推送通知。用戶可於用戶裝置的設定中調整或停止接收推送通知。此外，用戶亦可於應用程式的設定中停止接收個別種類的推送通知。

14.9 當用戶登入 DBS Card+ HK 應用程式時，本行會讀取用戶的 IP 地址，收集及儲存用戶的位置並紀錄在應用程式內。

15. 商品

第三方在 DBS Card+ HK 應用程式內的「eSHOP」及「iGO Rewards」提供的所有商品、產品或服務（「商品」），均非由本行提供或供應。用戶不應以任何方式倚賴本行，以判定透過 DBS Card+ HK 應用程式提供的平台所取覽有關該等商品的任何資訊的準確性及可靠性。購買、取得或獲取該等商品的合約將在用戶與出售、提供或供應該等商品的第三方之間達成。本行並非該等合約的一方，僅提供一個平台藉以促成商務活動。本行強烈建議用戶在與上述任何第三方達成任何交易前，須進行用戶認為必要或合適的任何調查。據此，本行對任何商品是否可以提供、適銷、適用於特定目的不作出及/或否認任何明示或暗示的陳述及保證，亦沒有在執行或從事與該等商品相關的事務過程中作出任何暗示的保證。若因在或透過 DBS Card+ HK 應用程式提供、介紹、提及或供應的商品引致任何損失，包括但不限於與此等商品未能提供、其使用、無法使用、其功能或無法發揮功能有關而引致的替代商品或服務成本、利潤損失、資料損失或任何直接、間接、特殊、懲罰性、連帶、懲戒性或相應產生的損失，本行均無須承擔責任，且於任何情況下均無須為任何該等損害賠償負責。

16. 費用和收費

本行可能會就透過 DBS Card+ HK 應用程式提供的某些服務收取費用。 相關費用和收費會列載於 DBS 信用卡收費表中

17. 資料政策

17.1 用戶就登記 DBS Card+ 賬戶提供的所有個人資料或本行（或其他本行集團成員）為用戶提供服務時所得的所有個人資料，均受本行的適用資料政策、個人資料(私隱)條例及本行不時頒佈有關用戶資料的其他通訊所約束。該等資料政策或其他通訊可於本行各分行索取或於本行網頁(https://www.dbs.com.hk/personal-zh/data-policy.page)取閱。

17.2 用戶或須透過其用戶裝置提交其個人資料，以完成電子身份驗證流程。這包括但不限於其香港身份證（或如適用，其中國居民身分證或護照）的照片和影片，以及清楚顯示用戶面部的現有照片和影片。

17.3 用戶保證及確認其在整個電子身份驗證流程中使用真實身份，並且用戶提供或上傳的所有個人資料均為準確和完整。

17.4 用戶的香港身份證（或如適用，其中國身分證或護照）的照片和影片，以及用戶的照片和影片可能會提供予本行的第三方服務供應商並儲存在其數據庫中，包括其不時使用的任何數據庫，以用於驗證用戶的身份及個人資料，並可能會由本行根據本行的資料政策使用、處理及儲存。

18. 本行對用戶的保證

18.1 在用戶遵守第 4 條（用戶的義務）及第 8 條（用戶的保安責任）及用戶沒有欺詐或嚴重疏忽的情況下，用戶無須對源於下列原因的未經授權交易導致 (i) 資金損失、延遲過戶或錯置或 (ii) 遺漏付款或按錯誤指示付款（統稱「失誤交易」）負責:
(a) 服務的保安系統未能預防的電腦罪行;
(b)本行引致或在本行控制下的人為錯誤或系統錯誤；或
(c)本行及其職員欺詐、疏忽或故意失責，
於上述情況下，用戶有權獲本行償付用戶因失誤交易直接引起的資金損失及任何實付利息、費用或逾期罰款，但本行無須對用戶承擔有關失誤交易的任何進一步或其他義務或法律責任。

18.2 如用戶違反第 4 條或第 8 條或涉及欺詐或嚴重疏忽，用戶須承擔因任何情況所導致的全部損失或損害，並在本行作出要求後向本行彌償因履行用戶的指示或用戶未能遵守本使用條款所引致的任何申索、債務或損失，及任何直接或間接因此而產生或與此有關而招致的任何費用及開支。

19. 本行責任的免除

在下列情況下，本行對關於服務的任何申索、損失或損害無須承擔法律責任:

(a) 凡服務的任何功能未能提供、受到限制、中斷、暫停或已被終止，而這並非由於本行欺詐、疏忽或故意失責所致;

(b) 凡任何指示因任何理由而未被執行、出現延誤或錯誤（除非是由於第 18.1 (a) 至 (c) 條所列的原因引致）;

(c) 如用戶未能履行第 4 條（用戶的義務）及 8 條（用戶的保安責任）內列明的責任；及/或

(d) 該等申索、損失或損害是涉及任何利潤損失或機會損失或任何其他特殊、相應、間接或懲罰性的損失或損害。

20. 服務的提供和終止

20.1 本行:

(a) 保留權利隨時及不時無須給予通知或理由而修改、更改、更新、限制、暫停、撤回或終止：(i) 服務的供應或任何特點或功能；或 (ii) 用戶就一切或任何服務的使用特權

(b) 可對透過不同類型的用戶裝置使用服務施加特別條件;

(c) 可終止任何 DBS Card+ 賬戶的服務登記如用戶的戶口已終止；及

(d) 可在登記使用服務的最後一個戶口終止後終止服務。

20.2 如用戶於任何時候違反本使條款的任何規定，或如本行於任何時候合理地懷疑用戶違反上述規定，本行可酌情決定立即暫停或終止用戶使用服務及/或用戶的登錄密碼而無須事前通知。

20.3 本行不會就服務或其任何特點或功能出現改動、更改、更新、限制、暫停、撤回或終止而承擔任何法律責任或其他責任。

20.4 在可由用戶終止的範圍內（由本行不時決定），用戶可按本行不時指明的方式及途徑通知本行，要求終止服務或其任何特點或功能。

21. 版權擁有人

用戶確認服務及所有附屬軟件為本行及/或第三者供應商專有。用戶不得（也不得協助他人或容許他人）竄改、改裝、解編、倒序設計或以其他方式改動服務及其軟件，亦不得試圖未經授權接連系統的任何部分。用戶承諾，如發現任何人士作出任何上述行為，會立即通知本行。倘若本行收到通知指任何用戶在使用 DBS Card+ HK 應用程式時侵犯他人版權或其他知識產權，本行保留權利終止該用戶的登記。

22. 修改

22.1 本行根據本使用條款向用戶提供服務，並可能不時更新及修訂本使用條款。本行會於 DBS Card+ HK 應用程式公佈使用條款的修訂版本或以本行認為適當的其他方式通知用戶。某些服務可能會受額外的條款及細則約束，用戶將在表示有意使用該等服務時獲告知該等額外條款及細則。該等額外條款及細則在此以提述方式納入本使用條款內。

22.2 本行有權在任何時候及不時經發出或不予通知而修改或暫時或永久性中止服務（或其任何部分）。用戶同意本行概不就服務的任何修改、暫停或中止對用戶或任何第三方承擔責任。本行並不就服務的時效性或錯誤提供而承擔任何責任。

23. 用戶的陳述及保證

23.1 透過取得及/或使用服務，用戶陳述及保證如下：

(a) 除非及直至本行收到相反的通知，透過服務由用戶提供或視為由用戶提供的任何資料是真實、完整、正確及沒有誤導，並同意本行可以依賴該等資料，

(b) 本行備存有關用戶使用服務的任何記錄就任何目的而言均對用戶具有約束力和決定性，並會作為透過使用服務而傳送的任何資料及/或數據的確證。用戶同意所有該等記錄可獲接納為證據，及用戶不會純粹基於該等記錄以電子形式收納及/或列載或是由電腦系統所製作或出自電腦系統而對該等記錄內容的可接納性、可靠性、準確性或真實性提出質疑或爭議，用戶在此放棄如此作出反對的任何權利（如有）；

(c) 用戶不會單獨或聯同任何其他人士： (i) 供應或提供或允許供應或提供服務予任何第三者；(ii) 以任何方式儲存、處理或應對服務，惟用戶個人使用除外；或 (iii) 允許任何未經授權人士取得服務。

(d) 用戶將遵守可於或透過服務提供有關取得及/或使用服務（如適用）的任何政策及程序。本行可隨時修改此等政策及程序，而每個修訂版本將於或透過服務提供後（或本行指明的其他生效日期）隨即適用；

(e) 用戶會提供及保養為連接及使用服務所需的一切設備，包括用戶裝置，相關風險及費用由用戶自行承擔；

(f) 如用戶不確定本行是否已收到其指示或任何其他通知，用戶將盡一切合理努力以核實本行是否已經收到、批准或執行有關指示或通知，方採取任何進一步的行動。用戶同時保證如需取消或更改現有指示，將會發出具體的取消或更改指示，而不會試圖為此發出第二個或重複的指示；及

(g) 用戶將遵守本行就用戶遵守本使用條款及/或與服務有關的其他方面而給予用戶的任何合理指示。

23.2 用戶同意在本行作出要求後向本行彌償因任何不正確或誤導的陳述或保證所引致的任何申索、債務或損失，及任何直接或間接因此而產生或與此有關而招致的任何費用及開支。

24. 可分割性

倘本使用條款的任何一項或多項條款，或其在任何情況下的應用由於任何原因在任何方面變為無效、非法或不可執行，則該條款在任何其他方面及本使用條款的餘下部分的有效性、合法性及可執行性均不會受到損害。

25. 不放棄權利

本行的任何作為、延遲或不作為均不會影響其在本使用條款下的權利、權力和補救。本行仍可隨時行使這些權利、權力和補救。它們可予累積行使，而且不排除法律規定的任何權利及補救。

26. 第三者權利

任何人士若非本條款及細則一方，不可根據《合約(第三者權利)條例》(香港法例第 623 章)強制執行本條款及細則的任何條款。

27. 管據法及司法管轄權

本使用條款受香港法律管轄及按其解釋，並受香港法院非專屬司法權管轄。

28. 本使用條款的其他版本

如本使用條款的中文及英文版本有任何不一致之處或抵觸，概以英文版本為準。

最後更新於 2025 年 11 月 22 日

DBS CARD+ HK CONDITIONS OF USE

PLEASE READ THESE CONDITIONS OF USE CAREFULLY. IF USER DO NOT AGREE WITH ANY OF THEM, DO NOT USE DBS Card+ HK APPLICATION.

These Conditions of Use govern the use of DBS Card+ HK application through which certain commercial services are offered (the "Service(s)"). By using DBS Card+ HK application, User shall be deemed to have confirmed and agreed to be bound by these Conditions of Use and any other terms and conditions that may apply to the Services, including any disclaimers that appear on, or are linked to, the Services from time to time.

1. Definition
   In these Conditions of Use, the following words and expressions shall have the corresponding meanings wherever appropriate:
   "Access Codes" means the username and passwords, biometric credentials (including but not limited to fingerprint and face) required to gain access to the Service, as may be changed from time to time, including any password that may be used one time or any other limited period provided by the Bank from time to time;
   "Account" means any credit card account held with the Bank which has been registered for use of the Services;
   "Bank" means DBS Bank (Hong Kong) Limited 星展銀行(香港)有限公司 (including its successors and assigns);
   "Contact Detail" means any mobile telephone number and/or email address registered by the User with the Bank for the purpose of receiving SMS and/or email alerts and notification;

   "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;
   "Instructions" means any request, application, authorization, order or instruction given or deemed given to the Bank by the User through the Services in accordance with the Access Codes arrangement or such other procedures prescribed by the Bank from time to time;
   "Law" means all relevant laws (including statutory enactments, common law and principles of equity), regulations or other instruments (whether or not having the force of law) of any relevant authority (whether in Hong Kong or elsewhere) and any consolidations, amendments, re-enactments or replacements of any of them from time to time;
   "SMS" means short message service which allows the User to receive text messages set through a mobile service network;
   "User" and "he/she" means an individual accessing the Services for any reason or any purpose; and
   "User's Device" means a device (including a mobile device or any other telecommunication equipment) together with all software and other hardware required to access the Services.

2. Use of Service

   2.1 The User confirms that he/she is:

   (a) an individual person aged 18 years or older;

(b) either the owner of the User's Device or that the owner of User's Device has duly authorized the User to use it to access and use the Service; and

(c) ordinarily resident in, and the User's Device is located in, Hong Kong or in such other jurisdiction where the Service may lawfully be used by the User and provided by the Bank.

The User agrees to immediately notify the Bank in writing if any of the above confirmations cease to be correct. Unless special arrangements are then agreed in writing with the Bank, the User must immediately cease using the Service.

2.2 The User must not use the Bank's Service on any mobile device or operating system that has been modified beyond the vendor's supported configurations. This includes "jailbroken" or "rooted" devices, which have been altered without the provider's approval. Using DBS Card+ HK application or biometric authentication on a jailbroken/rooted device may compromise security and lead to fraudulent transactions. Doing so is entirely at the User's own risk, and the Bank will not be responsible for any losses or consequences the User may suffer as a result.

3. Limitations of the Internet Technology

3.1 The User accepts that the internet is complex and rapidly advancing technology. Accordingly, while the Bank is committed to developing its internet capabilities:

(a) the Service may not meet all the User's requirements or expectations;

(b) the features or functionality of the Service may from time to time be varied;

(c) the Bank will endeavour to ensure the proper functioning of the Service, but its operation may be subject to interruptions and/or require periodic modifications and improvements;

(d) 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 Service and/or may set user requirements; and

(e) use of the Service may be restricted by the type, specification and/or configuration of the User's Device.

3.2 Communication by the internet, email services and the Services may be affected by factors beyond the Bank's reasonable control, including but not limited to a breakdown or failure of communication facilities, inherent technological deficiencies, network traffic congestion or any blockage, interruption, delay, corruption or interception of such communication. The User acknowledges and agrees that the above factors may cause the following to happen:

(a) failure or delay in the Service or in the Bank's receipt of Instructions; or

(b) failure or delay in the execution of Instructions.

The User further acknowledges and agrees that there are risks of interception of Instructions as well as errors in any communication of Instructions sent through the Service and it is not usually possible to cancel an Instruction after it has been given even under such circumstances.

3.3 The Bank shall not be liable to the User for any incompleteness, unavailability, failure, interruption, suspension or delay in the Service (including the transmission of any alerts or notification or receipt or execution of any Instructions) due to any factors not under the Bank's reasonable control, including those referred to in clause 3.1 above.

3.4 Any interest rate, other prices and information quoted by the Bank on its website or otherwise in response to an online enquiry is for reference only and is not binding. The User shall be bound by any interest rate, price or information offered by the Bank specifically at the time and for the purpose of the relevant transaction and accepted by the User.

4. User's Obligations

The User agrees that he/she shall:

(a) use the appropriate equipment, software or device, register a valid Contact Detail with the Bank and have access to appropriate network connectivity (as determined by the Bank from time to time) in order to use the Service;

(b) not use or attempt to use the Service for any purpose other than that for which it was intended;

(c) not, and shall not attempt to, reverse engineer, decompile, disassemble or otherwise tamper with the Service or any systems or software operated by or on behalf of the Bank, or assist or permit anyone else to do so; and

(d) promptly notify the Bank (i) of any changes in any information provided to the Bank in connection with the Service, including the Contact Detail(s) registered with the Bank; or (ii) if any Contact Detail becomes unavailable for receiving alerts and notifications.

5. Username and Password

5.1 The User will be asked to provide some personal information for registration of a DBS Card+ account in order to access certain Services provided by DBS Card+ HK application. The User undertakes to (a) provide true, accurate, current and complete personal information about himself/herself as required; and (b) maintain and promptly update his/her personal information to keep it true, accurate, current and complete. If the User provides any personal information that is untrue, inaccurate, non-current or incomplete, or the Bank has reasonable grounds to suspect that such is untrue,

inaccurate, non-current or incomplete, the Bank has the right to suspend or terminate his/her DBS Card+ account or refuse any and all current or future use of the Services (or any portion thereof).

5.2 At the end of the registration of a DBS Card+ account, the User will be asked to register a username and password with the Bank. The User needs to log in to the DBS Card+ account by entering the username and password to access certain Services provided by DBS Card+ HK application. The User should not use easily accessible personal information such as telephone numbers or date of birth as his/her username or password. In addition, the username and/or password should not be used for accessing other services (for example, connection to the internet or accessing other websites).

6. One-time Password

6.1 In addition to the username and password, the Bank may, at its sole discretion, require the User to use a one-time password sent to the User via SMS to access the Services or give certain types of instructions.

6.2 The User recognizes that the User's mobile service provider may not allow the User to receive the one-time password via SMS if the User is abroad or using an overseas mobile service network. In addition, service charges may be levied by the service provider for receiving the one-time password. The Bank will not be liable for any such charges levied by the service provider or any other party.

6.3 Delivery of the one-time password via SMS may be subject to delayed transmission due to the traffic of the mobile service network of the User's mobile service provider. The Bank will not be liable for losses arising out of any interruption or delays due to any failure of the mobile service network.

6.4 Use of one-time password is bound by the Terms and Conditions for the 3-D SECURE™ Service. For details, refer to https://www.dbs.com.hk/iwov-resources/pdf/creditcards/VBV-tnc.pdf.

7. Biometric Credentials

7.1 The User can use biometric credentials (including but not limited to fingerprint and face) to access DBS Card+ HK application. To use biometric credentials, the User should have:

(a) activated the biometric authentication function on the User’s Device;

(b) registered the User’s biometric credential on the User’s Device; and

(c) undergone a registration process to opt for biometric login of DBS Card+ HK application.

Upon activation of biometric login of DBS Card+ HK application, all the biometric credentials stored on the User's Device will be used for authentication.

7.2 The User acknowledges that the User's biometric credentials are stored on the User's Device only and the User understands that upon the successful activation of biometric login of DBS Card+ HK application, any biometric credentials that is stored on the User's Device can be used to access DBS Card+ HK application including access to the User's Accounts.

7.3 The User should ensure the security of the password or code that a person can use to register, add or vary the biometric credential on the User's Device.

7.4 The User acknowledges that the authentication is performed by DBS Card+ HK application by interfacing with the biometric authentication module on the User's Device and that the User agrees to the authentication process.

7.5 The User acknowledges and agrees that, for the purposes of biometric login, DBS Card+ HK application will be accessing the biometric credential registered on the User's Device, and the User hereby consents to the Bank accessing and using such information for the provision of DBS Card+ HK application.

7.6 Subject to the other terms and conditions in these Conditions of Use:

(a) the User understands that the biometric authentication module of the User's Device is not provided by the Bank, and the Bank makes no representation or warranty as to the security of the biometric authentication function of any mobile device and whether it works in the way that the manufacturer of the device represents;

(b) the Bank does not represent or warrant that biometric authentication will be accessible at all times, or function with any electronic equipment, software, infrastructure or other electronic banking services that the Bank may offer from time to time;

(c) unless a Law prohibits the Bank from excluding or limiting the Bank's liability, the Bank is not liable for any losses the User incurs in connection with the use or attempted use of biometric login of DBS Card+ HK application, or the User's Instructions, or any unauthorized transactions through or in connection with biometric login of DBS Card+ HK application; and

(d) the User shall indemnify the Bank against all losses and damages which the Bank may incur in connection with any improper use of biometric login of DBS Card+ HK application.

(e) The User is not allowed to use facial recognition authentication methods to access the User's Device if the User has an identical twin sibling or if his or her facial

features may change or develop, in which case it is recommended that the User use username and passwords instead or other biometric credentials.

8. User's Responsibility for Security
   The User accepts full responsibility for security of the Access Codes required to login DBS Card+ HK application and/or gain access to the Service and the User's Device, and agrees to act prudently and in good faith, including by taking the following security measures:

   (a) the User should not access the Service with a device which has been infected with malware or has been tampered with to the extent that such tampering may cause or increase the chance of information being stolen from or malware being downloaded to the User's Device;

   (b) the User should not download any application from any websites of mistrusted sources;

   (c) the User should ensure that access to Service is through the genuine application of the Bank;

   (d) access to the Service shall only be available upon inputting the valid Access Codes and, where appropriate, with pre-registration in accordance with procedures prescribed by the Bank from time to time;

   (e) the User must always keep the Access Codes secret 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 to or misuse by any other person;

   (f) the User must prevent unauthorized access to the Service (whether by use of the User's Device or otherwise);

   (g) the User must not permit the device used for receiving Access Codes to come into the possession or control of any other person;

   (h) if the User's Access Codes are disclosed to any other person or there is any actual or suspected misuse of the User's Access Codes, the User's Device or the device used for receiving the Access Codes, the User must notify the Bank immediately. Written confirmation of any such notification must be provided to the Bank together with detailed information of the misuse within 24 hours. Until the Bank has received any written confirmation, the User shall have no claim against the Bank and shall be liable to the Bank for all losses and damages incurred by the Bank in respect of any use of the Services whether authorized by the User or not;

   (i) the User must log out the DBS Card+ account at the end of each visit;

   (j) the User must inform the Bank as soon as reasonably practicable after they find or believe that (i) their Access Codes have been compromised, lost or stolen; (ii) there has

been unauthorized access to Service through the User's Device and/or Access Codes; or (iii) unauthorized transactions have been conducted through their Account(s);

(k) the User must observe in a timely manner the relevant security measures specified or notified by the Bank from time to time for the protection of the User, including but not limited to educational communication about fraud prevention, security tips; and

(l) the Users shall report any security incidents that come into their attention to the Bank via the Bank's 24-hour Customer Services Hotline (852) 2290 8888.

The User acknowledges and accepts that any person who gains access to or acquires knowledge of the User's Access Codes will be able to access the Service and give Instructions to the Bank in respect of the User's Account(s), including but not limited to submitting application, withdrawing funds from the User's Account(s). The User must take appropriate measures to safeguard the Access Codes, such as those suggested above. The User acknowledges that any words, action or conduct whether intentional or unintentional, by him/her breaching the above security responsibility shall render him/her liable to the Bank for all losses and damages thereby caused. The User hereby agrees and acknowledges that use of the Service by any person whatsoever (whether authorized by the User or not) with the User's Access Codes shall constitute and be deemed the use of the Service by the User. The User agrees to hold the Bank fully indemnified against all losses, damages, costs and expenses (including professional and legal costs) if any person other than the User gains access to or acquires knowledge of the User's Access Codes. The Bank will not be responsible for any losses arising out of any unauthorized transactions except due to any causes listed in Clause 18.

9. Giving of Instructions

9.1 The Bank shall be entitled (but not bound) to accept and rely on any or all Instructions, or Instructions which the Bank otherwise reasonably believes to be genuine and the User shall be responsible for and be bound by all such Instructions.

9.2 The Bank will receive and act on Instructions with respect to the User's Account(s) or other relationships with the Bank, subject always to the following:

(a) the Bank shall ensure that before carrying out any Instruction, the Instruction is authenticated by the Bank through checking any one or more of the User's Access Codes, but without the obligation to carry out any further authentication or other steps;

(b) the Bank shall be entitled (but not bound) to give effect to any Instruction received, in such terms as received. The Bank's record of any Instruction shall (unless there is an obvious error) be final and binding;

(c) the Bank may refuse to act on any Instruction at its absolute discretion, including if, in the Bank's opinion, it is not practicable or reasonable for the Bank to do so, or that it is not in accordance with its regular business practices and procedures;

(d) the Bank reserves the right to restrict the number and/or type of Contact Detail which may be registered by the User for receiving alerts or notifications from time to time;

(e) the Bank accepts no responsibility for the accuracy or completeness of any data, or corruption, interception, deletion or loss of data due to any fault, failure or malfunctioning of the User's Device;

(f) the User will be bound by any Instruction; and

(g) normally an electronic acknowledgement will be issued once the Bank receives an Instruction, but under certain circumstances an Instruction may not actually be processed until the next processing day for Instructions of that kind.

10. Effect of Instructions

10.1 Once given, an Instruction may not be amended, cancelled or withdrawn. All Instructions (as understood and acted on by the Bank in good faith) shall be irrevocable and binding on the User whether given by the User or by any other person. The Bank shall have no obligation or duty to verify the authenticity of any Instruction or the identity or authority of any person giving any Instruction, other than to verify any one of the Access Codes.

10.2 The Bank will use reasonable endeavours to execute Instructions, but it will not guarantee that the Instructions will otherwise be wholly or partially executed by a certain time or at all. The Bank will not be responsible for any delays due to market factors, its own verification or authorization processes or any other reason whatsoever, nor for executing an Instruction before processing any cancellation or amendment that the User may send the Bank subsequently.

10.3 Where the Bank is of the view that the User’s Account(s) or Access Codes might have been compromised, in order to protect User’s Account(s), the Bank may:

(a) verify the User‘s identity by alternative means;

(b) require any Instruction to be confirmed through alternative means (in writing given in person at a branch, etc.); or

(c) refrain from acting promptly upon any Instructions in order to confirm any Instructions or the User’s identity.

In such circumstances, Instructions from the User might not be processed within expected periods and the Bank will not be responsible for any inconvenience, loss, damage or injury suffered by the User or any third party.

11. eStatement Service

11.1 The Bank may from time to time send eStatements and/or eLetters to the User in respect of the relevant products or services by electronic means (as the Bank thinks fit)via the DBS Card+ HK Application, such that the eStatements and/or eLetters are accessible by the User for viewing, printing and downloading through DBS Card+ HK application (the "eStatement and eLetter Service").

11.2 The eStatement and eLetter Service will normally take effect from the first or the second statement cycle/business day after the User activates the DBS Card+ account. After the eStatement and eLetter Service becomes effective, the User will no longer receive the relevant paper statement/letter unless the User instructs the Bank otherwise.

11.3 The User will receive an email notification from the Bank when an eStatement or eLetter is available on DBS Card+ HK application. If the User has already subscribed to eStatement provided by DBS iBanking, the email notification will be sent to the email address he/she registered for DBS iBanking account. Otherwise, the email notification will be sent to the email address the User used as username during registration of a DBS Card+ account. The User agrees that he/she shall inform the Bank as soon as practicable upon any change in the email address.

11.4 The User is responsible for providing the Bank with any personal data the Bank reasonably requests in order to provide the Service. This includes maintaining and providing the Bank with a unique, valid and up-to-date mobile phone number and email address. The User also agrees to immediately notify the Bank of any changes to the designated email address, mobile phone number, or other personal data provided to the Bank, using the method prescribed by the Bank from time to time. If the User fails to perform the actions, this may result in the Bank being unable to provide notifications.

11.5 Upon receiving notifications for any eStatement or eLetter, the User shall promptly examine the eStatement or eLetter and give notice to the Bank as soon as reasonably practicable if any details stated therein are incorrect in any respect. If the Bank does not receive any notice within 60 days (where the eStatement is a credit card eStatement) or within 90 days (for all other eStatements) from the statement date for making such notification as applicable to the relevant eStatement, the User shall be deemed to have accepted all the details therein as true and accurate in all respects.

11.6 The User is advised to save an electronic copy of the eStatements or eLetters or print a hard copy of the same for future reference. The User shall be required to pay a charge as set out in the Fee Schedule for obtaining a hard copy of any statement that is no longer available for access and downloading through DBS Card+ account.

11.7 If the Bank can demonstrate that the eStatement and/or eLetter has been provided by the Bank, then the Bank will not be liable if the User suffers any loss due to the eStatement and/or eLetter not being properly received or not received.

11.8 The eStatement and eLetter placed in DBS Card+ HK Application will only be available for a limited period, as determined by the Bank from time to time, even if they have not been viewed, accessed or saved. Therefore, the User should save a decrypted version of the eStatement and eLetter, such as in PDF format, in own telecommunications equipment for retention and record purposes.

12. ”Manage Credit Card” Function

The User can use the “Manage Credit Card” function to instruct the Bank to set a retail spending limit for each of his/her Accounts (“Spending Limit”) or instruct us to decline certain categories of credit card transactions. Despite such request, the total amount incurred on each Account may exceed the Spending Limit and the credit card transactions of those certain categories may still be authorized and processed (“Disallowed Transactions”) as a result of Exceptional Transactions (as referred to in Clause 2.2 of the DBS Personal Credit Card Terms and Conditions (“Card Agreement”)) or merchant re-submitting transaction for re-approval by changing its transaction type. The Bank shall not be liable for this as the act of the merchant is out of the Bank’s control. The User is advised to refer to the Card Agreement for details. The User understands and acknowledges that he/she shall be liable for the transactions in excess of the Spending Limit and the Disallowed Transactions. Use of the “Manage Credit Card” function is bound by the Terms and Conditions for “Manage Credit Card’ Function. For details, refer to https://www.dbs.com.hk/personal/credit-cards/tnc/TnC_Manage_Card.html.

13. “Pay & Transfer” Function

The User can use the “Pay & Transfer” function to instruct the Bank to withdraw funds from his/her Account(s) to make bill payments and funds transfers to a third party using the Faster Payment System (“FPS”) and any other services and facilities in connection with FPS provided and operated by Hong Kong Interbank Clearing Limited. Use of the “Pay & Transfer” function is bound by the Terms and Conditions for “Pay & Transfer” Function. For details, refer to https://www.dbs.com.hk/iwov-resources/tnc/payntransfer_tnc_en.pdf.

14. Data to be Accessed and Operations to be Carried Out

14.1 DBS Card+ HK application will record the User’s visits. The information collected is used to compile statistical reports and diagnose problems with DBS Card+ HK application to help improve the application.

14.2 To facilitate using DBS Card+ HK application, after the User logs out his/her DBS Card+ account, the application will store his/her DBS Card + account username for login purpose. Hence, DBS Card+ HK application will bind the DBS Card+ account username to the unique device identifier of the User’s Device. Upon the User’s registration of a DBS Card+ account, DBS Card+ HK application will get the unique device identifier of the User’s Device and save such identifier on the Bank’s server.

14.3 When a User adds description and photo(s) to a transaction shown on the “Spending” tab of DBS Card+ HK application, the application will use the camera or the stored photos of the User’s Device, but it will not access any information in the photo album of the User’s Device.

14.4 When a User uses certain location-based services provided by DBS Card+ HK application, the application will ask the User to turn on the location service of the User’s Device in order to determine the User’s location, but it will not collect and store his/her location.

14.5 When a User uses the “Card Activation” service provided by DBS Card+ HK application, the application will use the camera of the User’s Device for reading credit card number, but it will not access any information in the photo album of User’s Device.

14.6 When a User uses the “Apply for a Card” service, “Get an Instant Loan” service or “Personal Loan ID Verification” service provided by DBS Card+ HK application, the application will use the camera of the User’s Device for reading relevant information on the User’s identity card, including name, date of birth, identity card number, face and gender; and will ask the User to use the User’s Device to take selfies and video to perform identity verification, but it will not access any information in the photo album of the User’s Device. The relevant information on the User’s identity card, the photo and the video shall form part of the personal data collected by the Bank when customers apply for credit card and/or personal loan services. Such data will be saved on the Bank’s server. Generally speaking, the collection, use, storage and correction of personal data will be governed by Clause 17 of these Conditions of Use.

14.7 When a User uses the “Pay & Transfer” service provided by DBS Card+ HK application, the application will use the camera, the stored photos or the phone book of the User’s Device for capturing the QR code or Faster Payment System information of the payee for fund transfer, but it will not store any information in the photo album or phone book of the User’s Device.

14.8 When a User uses DBS Card+ HK application, the application will send push notification to the User. The User can adjust or turn off the notification push in the setting of the User’s Device. In addition, the User can turn off individual type of notification push in the setting of the application.

14.9 When a User logins to DBS Card+ HK application, the IP address of that login will be stored and recorded in DBS Card+ HK application.

15. Merchandise

All merchandise, products or services offered in “eSHOP” and “iGO Rewards” of DBS Card+ HK application by third parties ("Merchandise") are not offered or provided by us. The User should make no reliance whatsoever on the Bank regarding the accuracy or reliability of any of the information that may be accessed via the platform provided through DBS Card+ HK

application concerning such Merchandise. The contracts for the purchase, acquisition or obtaining of the Merchandise will be formed between the User and the third parties selling, offering, or providing the same. The Bank is not a party to those contracts and is simply providing a platform through which the effecting of commercial activities can be facilitated. The User is strongly encouraged to make whatever investigation he/she feels necessary or appropriate before proceeding with any transaction with any of the said third parties. The Bank, accordingly, makes no and/or disclaims all representations and warranties, express or implied, with respect to availability, merchantability, fitness for a particular purpose, any implied warranties arising from course of performance or course of conduct in relation to the Merchandise. The Bank shall not be responsible and shall in no event be liable for any damages whatsoever, including, without limitation, costs of procurement of substitute goods or services, lost profits, lost data or any direct, indirect, special, punitive, incidental, exemplary or consequential damages relating to the unavailability, use, inability to use, performance or non-performance of the Merchandise that is offered, introduced, mentioned or provided in or via DBS Card+ HK application.

16. Fees and Charges
    The Bank may impose fees and charges for some Services offered through DBS Card+ HK application. The relevant fees and charges shall be set out in the DBS Credit Card Fee Schedule.

17. Data Policy

    17.1 The User agrees that all personal information provided by him/her for registration of a DBS Card+ account or that arises from the relationship with the Bank (or other group companies of the Bank) shall be subject to the applicable Data Policy, Personal Data (Privacy) Ordinance and other communications to User concerning User data from time to time issued by the Bank. A copy of such policies or other communications is available upon request at any branch of the Bank or from the Bank's website (https://www.dbs.com.hk/personal/data-policy.page).

    17.2 The User may be required to submit the User's personal data via the User's Device for completing an electronic identity verification process. This includes but is not limited to a photo and video of User's Hong Kong Identity Card (or Chinese Resident Identity Card or Passport, if applicable) along with current photos and videos that clearly show the User's face.

    17.3 The User warrants and confirms that User's authentic identity is being used throughout the electronic identity verification process and that all personal data provided or uploaded by User is accurate and complete.

    17.4 Photos and videos of the User's Hong Kong Identity Card (or Chinese Resident Identity Card or Passport, if applicable), along with the User's photo and videos, may be provided to and stored in the databases of the Bank's third party service providers, including any database they may use from time to time, for the

purpose of verifying the User's identity and personal information and may be used, processed and stored by the Bank in accordance with the Bank's data policy.

18. The Bank's Assurance to Users

18.1 Provided the User complies with Clause 4 (User's Obligations) and Clause 8 (User's Responsibility for Security) and provided the User has not been fraudulent or grossly negligent, the User shall not be liable for unauthorized transactions due to:

(a) a computer crime that is not prevented by the security system of the Service;

(b) a human or system error caused by or which is under the control of the Bank; or

(c) fraud, negligence or willful default of the Bank and its staff,

which results in (i) the loss, delay in transfer or misplacing of funds or (ii) missed or mis-directed payments (collectively "Mistaken Transactions"). In such circumstances, the User shall be entitled to reimbursement by the Bank for any lost funds and out of pocket interests, charges or late penalties incurred by the User resulting directly from the Mistaken Transactions, but the Bank shall not have any further or other obligations or liabilities to the User in relation to the Mistaken Transactions.

18.2 Should the User be in breach of Clauses 4 or 8 or have been fraudulent or grossly negligent, the User shall bear all losses or damages howsoever arising and will indemnify the Bank on demand against any claim, liability or loss arising from, and any costs and expenses arising directly or indirectly out of or incurred in connection with undertaking the User's Instructions or any failure by the User to comply with these Conditions of Use.

19. Exclusion of Liability of the Bank

Under the following circumstances, the Bank shall have no liability for any claim, loss or damage in relation to the Service:

(a) where any functionality of the Service is not available, restricted, interrupted, suspended or terminated not due to the fraud, negligence or wilful default of the Bank;

(b) where any Instruction is not effected, or is delayed or in error for any reason unless due to causes listed in Clause 18.1 (a) to (c);

(c) if the User fails to carry out those responsibilities set out in Clause 4 (User's Obligations) and Clause 8 (User's Responsibility for Security); and/or

(d) to the extent such claim, loss or damage is in respect of any loss of profits or opportunity or any other special, consequential, indirect or punitive loss or damage.

20. Service Availability and Termination

20.1 The Bank:

(a) reserves the right to, at any time and from time to time without giving notice or reason, to vary, change, update, restrict, suspend, withdraw or terminate: (i) the availability or any feature or functionality of the Service; or (ii) the User's access privileges in respect of all or any of the Service;

(b) may impose special conditions for use of the Service through different types of User's Devices;

(c) may terminate the registration of any DBS Card+ account of the User to the Service upon termination of the Account; and

(d) may terminate the Service upon termination of the last Account registered to the Service.

20.2 At its discretion, the Bank may suspend or terminate the User's access to the Service and/or the User's Access Codes immediately without prior notice if the User at any time breaches any of the provisions under these Conditions of Use or if the Bank at any time reasonably suspects any such breach.

20.3 The Bank will not assume any liabilities or responsibilities for any variation, change, update, restriction, suspension, withdrawal or termination of the Service or any of its feature or functionality.

20.4 The User may request to terminate the Service or any feature or functionality of the Service which are capable of being terminated by the User (as determined by the Bank from time to time) by giving notice to the Bank in the form and by means specified by the Bank from time to time.

21. Copyright Ownership

The User acknowledges that the Service and all associated software are proprietary to the Bank and/or third-party provider(s). The User 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 unauthorized access to any part of it. The User undertakes to notify the Bank immediately upon becoming aware of any person doing any of the above. The Bank reserves the right to terminate the registration of any User upon notice of any infringement of the copyrights or other property rights of others in conjunction with the use of DBS Card+ HK application.

22. Amendments

22.1 The Bank provides the Services to the User, subject to these Conditions of Use, which may be updated and revised by the Bank from time to time. The Bank will notify the User by posting the revised version of Conditions of Use on DBS Card+ HK application

or such other means as the Bank deems appropriate. Some Services may be subject to additional terms and conditions which will be made known to the User upon he/she expressing his/her intent to use those Services. Those additional terms and conditions are hereby incorporated by reference into these Conditions of Use.

22.2 The Bank reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. The User agrees that the Bank shall not be liable to him/her or to any third party for any modification, suspension or discontinuance of the Services. The Bank assumes no responsibility for the timeliness or mis-delivery of the Services.

23. User's Representations and Warranties

23.1 By accessing and/or using the Service, the User represents and warrants that:

(a) any information provided by or deemed to have been provided by the User through the Service, is authentic, complete, correct and not misleading and agrees that the Bank may rely on that information unless and until the Bank receives notice to the contrary;

(b) any record maintained by the Bank relating to the User's use of the Service will be binding and conclusive on the User for all purposes whatsoever and will be conclusive evidence of any information and/or data transmitted using the Service. The User agrees that all such records are admissible in evidence and that the User will not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or are produced by or were the output of a computer system, and the User hereby waives any of its rights (if any) to so object;

(c) the User will not either alone or in conjunction with any other person: (i) supply or make available or permit to be supplied or made available the Service to any third person; (ii) store, process or deal with the Service in any way except for the User's own personal use; or (iii) allow any unauthorized person to gain access to the Service;

(d) the User will comply with any policies and procedures that may be available on or via the Service in respect of its access and/or use of the Service (as applicable). The Bank may amend these policies and procedures at any time and each amended version will apply as soon as it is made available on or via the Service (or such other effective date that the Bank may specify);

(e) the User will provide and maintain, at its own risk and cost, all equipment necessary for accessing and using the Service, including the User's Device;

(f) if the User is uncertain as to whether his/her Instructions or any other notice has been received by the Bank, the User will make all reasonable attempts to verify whether the Instruction or notice has been received, approved or effected before taking any further action. The User also warrants that he/she will issue specific cancellation or amendment instructions with respect to an existing Instruction and not to attempt to effect such changes by placing a second or duplicate Instruction; and

(g) the User will comply with any reasonable direction that the Bank gives to the User in relation to the User's compliance with these Conditions of Use and/or otherwise in connection with the Service.

23.2 The User agrees to indemnify the Bank on demand against any claim, liability or loss arising from, and any costs and expenses arising directly or indirectly out of or incurred in connection with any incorrect or misleading representation or warranty.

24. Severability
If any one or more of these Conditions of Use, or their application in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of that term or condition in any other respect and the remaining Conditions of Use shall not in any way be impaired.

25. No Waiver of Rights
Any act, delay or omission by the Bank will not affect its rights, powers and remedies under these Conditions of Use. The Bank can still exercise these rights, powers and remedies at any time. They are cumulative and are not exclusive of any other rights and remedies provided by law.

26. Third Parties Rights
A person who is not a party to these Conditions of Use may not enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong).

27. Governing Law and Jurisdiction
These Conditions of Use shall be governed by, and construed in accordance with, the laws of Hong Kong and subject to the non-exclusive jurisdiction of the courts of Hong Kong.

28. Other Versions of these Conditions of Use
If there is any inconsistency or conflict between the English and Chinese versions of these Conditions of Use, the English version shall prevail.

Last updated on 22 Nov 2025