

**Terms and Conditions for DBS iBanking, DBS digibank and DBS iWealth®**  
*(Formerly known as Terms and Conditions for DBS iBanking and DBS digibank and formerly known as Terms and Conditions for DBS iBanking)*

These Terms and Conditions explain the respective rights and obligations of the Customer and the Bank in connection with the use of the Service. By requesting for or using or attempting to use the Service, the Customer shall be deemed to have accepted and will be bound by these Terms and Conditions and any other terms and conditions that may apply to the Service or any Transaction, including any disclaimers that appear on, or are linked to, the Service from time to time.

## 1. Definitions

1.1 In these Terms and Conditions, 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), Secure Pins, or other secure pin(s) (whether or not provided to the Customer by the Bank) 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;

"Access Service" means the services prescribed in Clause 12.1;

"Account" means any account (whether in single or joint-name), including any Securities Account, held with the Bank which has been registered for use of the Service;

"Accounts and Services Terms" means any terms and conditions between the Customer and the Bank governing the provision of any account of the Customer held with the Bank or of any other services made available by the Bank from time to time;

"Alert" shall have the meaning specified in Clause 11.1;

"Associate" means a company or body corporate which is a member of the same "group of companies" (as defined in Section 2 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong));

"Bank" means DBS Bank (Hong Kong) Limited 星展銀行（香港）有限公司 (including its successors and assigns);

"Bank Business Day" means a day (other than Saturday, Sunday or public holiday) on which commercial banks are open for general business in Hong Kong;

"Bank Charges Schedule" means the applicable schedule of fees, interest rates and other charges of the Bank, as determined from time to time by the Bank;

"Clearing House" means the entity that provides for the clearing and settlement of trades and transactions effected on, or subject to the rules of the Exchange;

"Customer" means the person or each of the persons in whose name(s) the Account is opened and held, and, where there are two or more such persons, any reference to "Customer" shall, where the context requires, read as "Customers";

"Customer's Device" means a device (including a computer, mobile device or any other telecommunication equipment) together with all software and other hardware required to access the Service;

"Destination" means any mobile telephone number nominated by the Customer for the purpose of receiving SMS and/or e-mail address nominated by the Customer for the purpose of receiving e-mails (as the case may be);

"Exchange" means any stock exchange, recognised exchange or quotation system on which the Bank may conduct dealings on the Customer's behalf, including Hong Kong Exchange and Clearing Limited;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Instructions" means any request, application, authorisation, order or instruction given or deemed given to the Bank by the Customer 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;

"Related Persons" means, in respect of any company, its Associates and the directors, officers, employees and agents of that company and/or its Associates;

"Securities Account" means any securities account maintained by the Customer with the Bank;

"Securities Trading Service" means the online trading service made available from time to time on the Website;

"Secure Device" means any smartcard, token, application, electronic device, hardware or any other equipment or functionality issued by the Bank from time to time to generate a Secure Pin or which is used in connection with access to and/or use of the Service;

"Secure Pin" means a code generated by a Secure Device;

"Service" means DBS iBanking, DBS digibank and DBS iWealth® (including the Securities Trading Service, Access Service and other functionalities set out in these Terms and Conditions);

"SMS" means short message service which allows the Customer to receive text messages sent through a mobile service network;

"Trading Day" means a day on which the relevant Exchange opens for trading for its regular trading sessions;

"Transactions" means such transactions as the Bank may from time to time permit the Customer to carry out through the Service; and

"Website" means www.dbs.com.hk or such other internet website or any mobile device or telecommunication equipment application operated and/or maintained by or on behalf of the Bank.

1.2 Headings are used for convenience only and should not be taken into account when construing these Terms and Conditions.

## 2. Customer's Confirmation of Eligibility

The Customer confirms that he/she is:

- (a) an individual person aged 18 years or older;
- (b) either the owner of the Customer's Device or that the owner of the Customer's Device has duly authorized the Customer to use it to access and use the Service; and
- (c) ordinarily resident in, and the Customer's Device is located in, Hong Kong or in such other jurisdiction where the Service may lawfully be used by the Customer and provided by the Bank.

The Customer 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 Customer must immediately cease using the Service.

## 3. Limitations of the Internet Technology

3.1 The Customer 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 Customer'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 Customer'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 Customer 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;**
- (b) **failure or delay in the execution of Instructions;**
- (c) **execution of Instructions at prices/rates different from those prevailing at the time the Instructions were given; or**

- (d) inability to execute Instructions at particular quoted prices/rates or any "at best" or "at market" prices/rates.

The Customer 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 Customer for any incompleteness, unavailability, failure, interruption, suspension or delay in the Service (including the transmission of any Alerts or notification or in 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 exchange rate, interest rate, dealing rate and other prices and information quoted by the Bank on the Website or otherwise in response to an online enquiry is for reference only and is not binding. The Customer shall be bound by any exchange rate, price or information offered by the Bank specifically at the time and for the purpose of the relevant transaction and accepted by the Customer.

#### 4. Customer's Obligations

The Customer agrees that the Customer shall:

- (a) use the appropriate equipment, software or device, register a valid Destination 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;
- (d) use all data, information and real-time quotes on the Website for the Customer's personal use and reference only. These must not be reproduced, duplicated, sub-listed or transmitted or used for commercial purposes or framed on a third party's website, and the Customer shall not furnish such data, information or quotes to any other person or entity for any reason; and
- (e) promptly notify the Bank (i) of any changes in any information provided to the Bank in connection with the Service, including the Destination(s) registered with the Bank; or (ii) if any Destination becomes unavailable for receiving Alerts and notifications.

#### 5. Access Codes

5.1 Access to the Service will require the use of valid Access Codes. The Customer's Access Codes may be dispatched by the Bank, at the Customer's risk, to the Customer's last known address, Destination, Secure Device or in such other manners as the Bank may prescribe.

5.2 **The Customer acknowledges and accepts that any person who gains access to or acquires knowledge of the Customer's Access Codes will be able to access the Service and give Instructions to the Bank in respect of the Customer's Account(s), including but not limited to placing orders, withdrawing or otherwise dealing with the Customer's funds. The Customer must take appropriate measures to safeguard the Access Codes, such as those suggested in Clause 15. The Customer 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 Customer gains access to or acquires knowledge of the Customer'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 16.**

5.3 In addition to the Access Codes, the Bank may, in its sole discretion, require the Customer to use a one-time password sent to the Customer via SMS or a Secure Pin to access the Service or give certain types of Instructions. It is the sole responsibility of the Customer to make a request for a Secure Device.

5.4 One-time Password

- (a) The Customer recognizes that the Customer's mobile service provider may not allow the Customer to receive the one-time password via SMS if the Customer 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.**
- (b) 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 Customer'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.**

5.5 Secure Device

- (a) Any Secure Device shall remain the property of the Bank and shall be returned to the Bank or disposed of in accordance with the Bank's instructions upon termination of the Service.
- (b) The Customer shall use the Secure Device in a proper manner and not change, tamper or modify the Secure Device without the Bank's prior written consent or cause any loss or damage to the Secure Device. The Customer shall notify the Bank as soon as reasonably practicable after becoming aware of any loss, damage, corruption, compromise or failure of the Secure Device. The Bank shall not be liable for any loss incurred by the Customer in connection with any loss, damage, corruption, compromise, failure, defect, malfunctioning or breakdown of the Secure Device.

5.6 Biometric credentials (including but not limited to fingerprint and face)

- (a) In order to use biometric credentials to access DBS digibank or DBS iWealth®, the Customer shall have (1) activated the biometric authentication function on the Customer's mobile device; (2) registered the Customer's biometric credential on the Customer's mobile device; and (3) undergone a registration process to opt for biometric login of DBS digibank or DBS iWealth® respectively. Upon activation of biometric login of DBS digibank or DBS iWealth®, all the biometric credentials stored on the Customer's mobile device will be used for authentication.
- (b) The Customer acknowledges that only the Customer's biometric credentials are stored on the Customer's mobile device and the Customer understands that upon the successful activation of biometric login of DBS digibank or DBS iWealth®, any biometric credentials that is stored on the mobile device can be used to access DBS digibank or DBS iWealth® respectively including access to the Customer's Accounts.
- (c) The Customer should ensure the security of the password or code that a person can use to register, add or vary the biometric credential on the Customer's mobile device.
- (d) The Customer acknowledges that the authentication is performed by DBS digibank and DBS iWealth® by interfacing with the biometric authentication module on the mobile device and that the Customer agrees to the authentication process.
- (e) The Customer acknowledges and agrees that, for the purposes of biometric login, DBS digibank and DBS iWealth® will be accessing the biometric credential registered on the Customer's mobile device, and the Customer hereby consents to the Bank accessing and using such information for the provision of DBS digibank and DBS iWealth®.
- (f) Subject to the other terms and conditions in these Terms and Conditions:
  - (i) the Customer understands that the biometric authentication module of the mobile 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;
  - (ii) 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;
  - (iii) unless a Law prohibits the Bank from excluding or limiting the Bank's liability, the Bank is not liable for any loss the Customer incurs in connection with the use or attempted use of biometric login of DBS digibank and/or DBS iWealth®, or the Customer's Instructions, or any unauthorized transactions through or in connection with biometric login of DBS digibank and/or DBS iWealth®; and
  - (iv) the Customer shall indemnify the Bank against all loss and damage which the Bank may incur in connection with any improper use of biometric login of DBS digibank and/or DBS iWealth®.

**6. Giving of Instructions**

- 6.1 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 Customer shall be responsible for and be bound by all such instructions.
- 6.2 The Bank will receive and act on Instructions with respect to the Customer'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 Customer'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 Destination which may be registered by the Customer 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 Customer's Device;**
- (f) the Customer 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.

6.3 The Customer undertakes to confirm any Instruction in writing as soon as possible upon request by the Bank.

## 7. Effect of Instructions

7.1 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 Customer whether given by the Customer 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.**

7.2 **The Customer acknowledges that any Instruction for the Securities Trading Service is good for the day only and that it will lapse at the end of the Trading Day on which such Instruction is given, unless the Customer has prescribed a longer period for which an Instruction would be good then such Instruction will lapse at the end of the last day of the prescribed period in the relevant trading location to which the Instruction relates. Any Instruction given by the Customer on a day which is not a Trading Day will not be processed until the next Trading Day.**

7.3 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. It 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 a Transaction before processing any cancellation or amendment that the Customer may send the Bank.

## 8. Acknowledgement of Instructions

The Customer agrees to notify the Bank as soon as practicable on occurrence of any of the following events:

- (a) after placing an Instruction, the Customer has not received:
  - (i) an order reference number; and
  - (ii) an accurate acknowledgement of the Instruction or of its execution (whether by hard copy, electronic or verbal means); or
- (b) an acknowledgement is received (whether by hard copy, electronic or verbal means) of a Transaction which the Customer did not instruct or if any other query or issue arises in respect of such acknowledgement.

## 9. Fund Transfer and Bill Payment Services

9.1 Transactions involving transfer of funds between the Account and other accounts of the Customer and/or third parties held within the Bank and/or with other banks or financial institutions can only be accepted if the necessary arrangements have been established by the Bank. Such fund transfer transactions, wherever practicable, will be processed on the same day or otherwise on the next Bank Business Day at the discretion of the Bank. The Customer may also instruct the Bank to effect payment on another date as specified by the Customer subject to acceptance by the Bank. **The Customer is solely responsible for ensuring correct Instructions (including transferee details) are given. The Bank has no responsibility to verify any information contained in such Instructions.**

9.2 The Bank may set limitations on the transaction amount, payment recipient, frequency of use or other features for use of the fund transfer or bill payment services.

## 10. Time Deposit

The Bank may from time to time accept Instructions to set up time deposits through the Service. The terms of the time deposit (such as the interest rate and maturity date) shall be determined by the Bank based on the Instructions received. The Bank's record shall be conclusive evidence of the Instructions given. The Bank will provide to the Customer a receipt or an advice for all time deposits.

## 11. Alert Service

- 11.1 The Bank may send emails or SMS messages to Customers in connection with Transactions conducted through the Service (“Alerts”). The Customer may nominate not more than one mobile telephone number, and not more than one e-mail address, to which the Bank will send the Alerts.
- 11.2 Customers may be required to register with the Bank in order to receive some types of Alerts (as specified by the Bank from time to time).
- 11.3 Where an investment order for a joint account is placed via the Phone Banking Services, the related order confirmation Alert will be sent to customer who places order.
- 11.4 The materials in the Alerts are not intended for use by any person located or residing in jurisdictions which prohibit or restrict the distribution of the materials in the Alerts. If the Customer should travel outside Hong Kong, it is the Customer’s responsibility to ensure that the Alerts can be properly and legally received in the relevant jurisdiction. If the Customer is in any doubt regarding the legality of receiving the Alerts, such Alerts should be promptly deleted. The Bank reserves the right to offer some types of Alerts (as specified by the Bank from time to time), in particular Alerts relating to the investment accounts of Customers, to Customers who are ordinary residents of Hong Kong.
- 11.5 The Customer acknowledges that the information sent under the Alert service is for the Customer’s information only. The Alerts should not be relied upon by the Customers or any other person nor be taken as conclusive evidence of the Transaction to which it relates.
- 11.6 The Bank may issue a further Alert if any previous one contained any errors or omissions, in which case, that further Alert will supersede any previous one in all respects (unless it states otherwise).
- 11.7 None of the Alerts should be regarded as an offer or a solicitation to subscribe to any products or services (including, without limitation, investments, deposits, insurance and loans or advice or recommendation of any kind) in any jurisdiction.
- 11.8 It is the Customer’s sole responsibility to verify any information received under the Alert Service. The Bank does not assume any liability (whether in tort or contract or otherwise) for any reliance on any commentaries, confirmations, information or data on the Website by the Customer or any other person.
- 11.9 Any Alert will be sent to a Customer once only. The Customer should check his/her nominated email address and/or mobile telephone number regularly for such alert. If the Customer deletes an Alert, the Bank will not send the same Alert again.
- 11.10 Any Alerts sent by the Bank to the Customers are one-way communications and the Customer should not reply to such Alerts (via SMS or e-mail). In particular, the Customer should not provide any account or security details such as passwords in any reply. Any request for such details purported to have been sent by the Bank in any Alert or any other irregularity in the Alerts or Alert service must be reported to the Bank immediately.
- 11.11 There is no agency, co-operation, partnership or joint venture relationship between the third parties supporting the Alert service and the Bank, nor do they represent the Bank in any way. The Bank is not responsible for any losses or damages caused by any action or omission of any third parties.
- 11.12 Certain Alerts may be subject to fees and charges set out in the Bank Charges Schedule. All charges will be levied regardless of whether the Customer has received the Alerts at the Destination, provided that any failure to receive such Alerts is not caused by the fraud, wilful default or negligence of the Bank.

## 12. Access Service

- 12.1 Instead of sending paper statements or advices to the Customer in respect of the relevant products or services by mail, the Bank may subject to conditions and restrictions imposed by the Bank from time to time send eStatements and/or eAdvices to the Customer in respect of such products or services electronically, which are accessible by the Customer for viewing, printing and saving through the Service (“Access Service”).
- 12.2 The Customer will receive an email and/or SMS notification (as the case maybe) from the Bank when an eStatement or eAdvice is available online. The Customer agrees that the Customer shall inform the Bank as soon as practicable upon any change in the Destination designated for receiving the notifications or give the Bank advance notice if the Customer is opting out of the Access Service.
- 12.3 Upon receiving notifications for any eStatement or eAdvice, the Customer shall promptly examine the eStatement or eAdvice 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 the specified period of time for making such notification as applicable to the relevant eStatement or eAdvice, the Customer shall be deemed to have accepted all the details therein as true and accurate in all respects.

12.4 The Customer is advised to save an electronic copy of the eStatements or eAdvices or print a hard copy of the same for future reference. The Customer shall be required to pay a charge as set out in the Bank Charges Schedule for obtaining a hard copy of any statement/advice that is no longer available for access and downloading through the Service.

12.5 All joint account-holders are deemed to have agreed to the use of the eStatement and eAdvice Service and these Terms and Conditions shall be binding on all joint accountholders.

### 13. Application of Accounts and Services Terms

13.1 Accounts and Services Terms shall apply in addition to these Terms and Conditions. In respect of the Service, if there is any inconsistency between the Accounts and Services Terms and these Terms and Conditions, the provisions of these Terms and Conditions shall prevail.

13.2 Notwithstanding anything to the contrary contained in these Terms and Conditions, any Alert or any other document, should there be any inconsistency between:

- (a) the information (including any document but not any advice) available on or via the Service, the internet or other electronic medium; and
- (b) the information in the Bank's records,

the information in the Bank's records will prevail unless there is a manifest error.

### 14. Fees and Charges

The Bank is committed to providing Customers with clear information about its fees and charges. Customers should note that:

- (a) the Bank may impose fees and charges for the Service which shall be set out in the Bank Charges Schedule;
- (b) the Customer agrees to pay the Bank's fees and charges (including applicable levies imposed by the relevant Exchange, and all applicable stamp duties, charges, transfer fees, interest and other expenses in respect of the Securities Account or any Transaction) and at such rates as applicable from time to time;
- (c) the Customer authorizes the Bank to debit such fees and charges payable by the Customer from any account of the Customer held with the Bank; and
- (d) there may be taxes/and or charges payable to relevant authorities in respect to any Instruction given, and the Customer agrees to pay such taxes and/or charges as applicable. The Bank does not provide tax or other advice. The Customer should consult its own tax and other professional advisers for advice.

### 15. Customer's Responsibility for Security

The Customer accepts full responsibility for security of the Access Codes, the Customer's Device, the Secure Device and use of the Service and agrees to act prudently and in good faith, including by taking the following security measures:

- (a) the Customer should destroy any original printed copy of the Access Code;
- (b) the Customer 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 Customer's Device;
- (c) the Customer should not download any software or application from or access any websites of mistrusted sources;
- (d) the Customer should ensure that access to Service is through the genuine website of the Bank;
- (e) 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;
- (f) the Customer must at all times 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 or otherwise permit any other person to gain access to the Customer's Account through the Service (e.g. on the Customer's Device or on anything usually kept with or near the Customer's Device);
- (g) the Customer must prevent unauthorized access to the Service (whether by use of the Customer's Device or otherwise);
- (h) the Customer must not permit the device used for receiving one-time passwords or which contains the Secure Device or any Secure Device to come into the possession or control of any other person;
- (i) if the Customer's Access Codes are disclosed to any other person or there is any actual or suspected misuse of the Customer's Access Codes, one-time password or the Customer's Device, the device used for receiving one-time passwords or which contains the Secure Device or the Secure Device, the Customer 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;
- (j) the Customer realizes and accepts that any person who possesses, knows or is allowed to acquire the Access Code will be able to place orders, access and withdraw funds from any of the Customer's Accounts and (except due to any causes listed in Clause 16.1) the Bank will not be responsible for any losses in relation thereto; and

- (k) the Customer must inform the Bank as soon as reasonably practicable after they find or believe that (i) their Access Codes and/or Secure Device have been compromised, lost or stolen; (ii) there has been unauthorized access to Service through the Customer's Device and/or Access Codes; or (iii) unauthorized transactions have been conducted through their Account(s).

## 16. Internet Security - The Bank's Assurance to Customers

16.1 Provided the Customer complies with Clause 4 (Customer's Obligations) and Clause 15 (Customer's Responsibility for Security) and provided the Customer has not been fraudulent or grossly negligent, the Customer shall not be liable for unauthorized Transactions due to:

- (a) a computer crime that is not prevented by the security system of the Service; or
- (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 Customer shall be entitled to reimbursement by the Bank for any lost funds and out of pocket interests, charges or late penalties incurred by the Customer resulting directly from the Mistaken Transactions, but the Bank shall not have any further or other obligations or liabilities to the Customer in relation to the Mistaken Transactions.**

**16.2 Should the Customer be in breach of Clauses 4 or 15 or have been fraudulent or grossly negligent, the Customer 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 Customer's Instructions or any failure by the Customer to comply with these Terms and Conditions.**

## 17. 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 willful 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 16.1 (a) to (c);
- (c) if the Customer fails to carry out those responsibilities set out in Clause 4 (Customer's Obligations) and Clause 15 (Customer'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.

## 18. Service Availability and Termination

18.1 The Bank's service objective is that the Service will be available at all times. Nonetheless, 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 Customer'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 Customer's Devices;
- (c) may terminate the registration of any Account of the Customer to the Service upon termination of the Account or the Account has not been accessed through the Service for one year or more; and
- (d) may terminate the Service upon termination of the last Account registered to the Service.

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

18.3 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.

18.4 The Customer may request to terminate the Service or any feature or functionality of the Service which are capable of being terminated by the Customer (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.



## 19. Third Party Internet User Services for Customer

19.1 To enrich the Website and provide more comprehensive customer services, the Bank may from time to time make available to the Customers optional internet-based services. These may be provided by third party service providers and in all such cases, the Customer agrees and accepts that:

- (a) such services and their contents are provided by a third party service provider under a separate arrangement not involving the Bank, and the Customer will be subject to the service provider's terms and conditions;
- (b) **while the Bank will take reasonable steps when selecting such service providers, no assurance or guarantee can be given and no warranty or representation is made as to the service, or its suitability, content, performance, accuracy, reliability or completeness or otherwise;**
- (c) **under no circumstances will the Bank be liable for any damage, whether direct or indirect, incidental or subsequent arising out of use of and/or from suspension, disruption or other non-availability of such services, or for any errors or omissions or other problems relating thereto;**
- (d) to enable the Customer to use certain services, the Bank may need to transfer certain personal data of the Customer to the service providers;
- (e) before applying for the relevant services, the Customer should consider and understand the terms and conditions as well as the personal data policy of that service provider;
- (f) it is solely the Customer's responsibility to decide (having due regard to the descriptions provided by the service provider) if such services are suitable, whether or not to make application for such services, and whether or not to accept the service provider's terms and conditions and personal data policy (if any);
- (g) **no party guarantees the timeliness, sequence, accuracy or completeness of market data or any other market information and neither the Bank, its Related Persons nor any disseminating party shall be liable in any way for any loss or damage arising from or caused by any inaccuracy, error or delay in or omission from any such data, information or message, or the transmission or delivery of the same, non-performance or interruption of any such data, message or information whether or not due to any negligent act of any such person, or to any other cause beyond the reasonable control of any such party; and**
- (h) **the market data and/or information available through the Service is provided to the Bank by the relevant participating securities Exchange, association or agent which disseminate such data and information with assertion of a proprietary interest in such data and information.**

19.2 The Customer is strongly recommended to contact the relevant service provider to resolve any questions and/or obtain further information and/or clarifications before applying for any such services.

## 20. Joint Account, Companies and Firms

20.1 Where the Account(s) is a joint account, references in these Terms and Conditions to "Customer" shall be deemed to mean all and each of the joint account holders, and:

- (a) the liability of each such person shall be joint and several; and
- (b) either/any of such persons shall have full power and authority to exercise all the rights and entitlements of the Customer hereunder.

20.2 Any requirement in the mandate for joint signatories shall be regarded as satisfied by the use of the correct Access Codes to access the Service.

20.3 If the Customer is a limited company or firm (whether sole proprietorship or partnership firm or other non-individual Customer (of any description)), the authorized person(s) to whom the Access Codes are issued shall be entitled to use the Service singly irrespective of the signing authority under the Accounts and all such use will be binding on the Customer. The Customer is solely responsible for the selection and control of those person(s) to whom the Access Codes are issued.

## 21. Copyright Ownership

The Customer acknowledges that the Service and all associated software are proprietary to the Bank and/or third party provider(s). The Customer 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 Customer undertakes to notify the Bank immediately upon becoming aware of any person doing any of the above.

## 22. Amendments

These Terms and Conditions and the Bank Charges Schedule may be amended from time to time by the Bank. The Bank will notify the Customer of any amendments by posting a notice on the Website or such other means as the Bank deems appropriate. Where the Bank proposes to make amendments relating to an increase in the Bank's fees or charges (whether or not set out in the Bank Charges Schedule) and/or affecting the liabilities and obligations of the Customer, the Bank shall give at least 30 days' notice to the Customer unless it is not practicable for the Bank to do so. In such other cases, reasonable notice shall be given.

## 23. Regulatory Matters

All Transactions made as a result of any Instruction shall be subject to the relevant provisions of the constitution, rules (including without limitation the option trading rules), regulations, by-laws, customs and usages of the relevant Exchange and the relevant Clearing House as amended from time to time. All actions taken by the Bank in accordance with such laws, rules and directions shall be binding on the Customer.

## 24. Personal Data

The Customer agrees to be bound by the Bank's data policy applicable from time to time which will apply to all personal data provided by the Customer to the Bank as well as to all data arising as a result of the Customer's use of the Service. A copy of the applicable data policy is available on the Website or at any DBS branch.

## 25. Customer's representations and warranties

25.1 By accessing and/or using the Service, the Customer represents and warrants that:

- (a) any information provided by or deemed to have been provided by the Customer 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 Customer's use of the Service will be binding and conclusive on the Customer for all purposes whatsoever and will be conclusive evidence of any information and/or data transmitted using the Service. The Customer agrees that all such records are admissible in evidence and that the Customer 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 Customer hereby waives any of its rights (if any) to so object;
- (c) the Customer 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 Customer's own personal use;
  - (iii) allow any unauthorised person to gain access to the Service; or
  - (iv) use the Service to establish, maintain or provide (or assist in establishing, maintaining or providing) an unauthorised market for trading in securities;
- (d) the Customer 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 Customer will provide and maintain, at its own risk and cost, all equipment necessary for accessing and using the Service, including the Customer's Device;
- (f) if the Customer is uncertain as to whether its Instructions or any other notice has been received by the Bank, the Customer will make all reasonable attempts to verify whether the Instruction or notice has been received, approved or effected before taking any further action. The Customer also warrants that it 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 order; and
- (g) the Customer will comply with any reasonable direction that the Bank gives to the Customer in relation to the Customer's compliance with these Terms and Conditions and/or otherwise in connection with the Service.

25.2 The Customer 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.

## 26. Law and language

26.1 These Terms and Conditions shall be construed and governed by the Laws of Hong Kong and subject to the non-exclusive jurisdiction of the courts of Hong Kong.

26.2 If there is any conflict between the English and Chinese language versions of these Terms and Conditions, the English language version shall prevail.

## 27. Third Parties Rights

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

## 28. Exchange Specific Terms

- 28.1 In relation to information relating to or provided by the Australian Securities Exchange, the Customer agrees that the Customer will comply with any and all requirements in the document entitled "ASX Market Information Products and Service Guide" published by the Australian Securities Exchange and available at [www.asxonline.com](http://www.asxonline.com).
- 28.2 In relation to information relating to or provided by the Tokyo Stock Exchange, the Customer agrees that the Customer will only use such information in accordance with the policies published by Tokyo Stock Exchange available at <http://www.jpx.co.jp/english/markets/paid-info-equities/realtime/tvdivq0000020e5-att/EnglishPolicy.pdf>.

14 Jul 2019

#### **Personal Information Collection Statement**

**All information provided herein or that arises from your relationship with the Bank (or other DBS Group companies) shall be subject to the applicable Data Policy and other communications to customers concerning customer data from time to time issued by the Bank. A copy of such policies or other communications is available on request at any branch of the Bank or from the Bank's website ([www.dbs.com.hk](http://www.dbs.com.hk)).**

#### **Acknowledgement of Use of Your Personal Data in Direct Marketing**

**You understand that the Bank intends to use your personal data in direct marketing and cannot do so without your consent. You have previously selected whether or not to receive direct marketing contact or information and you confirm that there is no change to your existing choice and all information provided in this application form shall be used in accordance with such choice. You understand that if you wish to change your existing choice, you may do so at any time and without charge by completing an opt-out form and returning it to the Bank.**

Please [click here](#) to download the Opt-out Processing Request Form.