



# **Addendum for DBS Hong Kong Direct Connect**

For the purpose of the Direct Connect service offered by DBS Bank (Hong Kong) Limited ("Direct Connect), the Terms and Conditions for DBS iBanking Service and DBS digibank HK ("iBanking and digibank T&C") shall be supplemented as follows in this Addendum. This Addendum is applicable solely to Direct Connect and is to be read in conjunction with the iBanking and digibank T&C.

#### 1. Definitions

The following terms in the iBanking and digibank T&C shall be replaced as follows:

- 1.1 "Customer" means the person or each of the persons in whose name(s) the Account is opened and held. Where there are two or more such persons, any reference to "Customer" shall, where the context requires, read as "Customers" Additionally, any reference to "person" shall, where the context requires, include any individual, company, body corporate, firm, partnership, limited liability partnership, and any other business concern;
- 1.2 "Service" means DBS iBanking, DBS digibank HK (including the Securities Trading Service, Access Service and other functionalities set out in these Terms and Conditions), and the Direct Connect;

### 2. Customer's Confirmation of Eligibility

Clause 2 of the iBanking and digibank T&C shall be replaced as follows:

The Customer confirms that he/she/it is:

- (a) where the Customer is a corporation or unincorporated entity (i.e. sole proprietorship, partnership, or unincorporated association, club or society), the Customer is duly incorporated or otherwise properly constituted and validly existing under the laws of its place of incorporation/constitution and where the Customer is an individual, the Customer is 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 (where the Customer is an individual), 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. Applicability

This Addendum is intended to supplement the terms applicable specifically to the Direct Connect. Save as the aforementioned, all other provisions set forth in the iBanking and digibank T&C shall remain binding and in force and effect in so far as they have not been varied or they are inconsistent with the terms herein.





In the event of any conflict between the provisions of this Addendum and the **iBanking and digibank T&C**, the provisions of this Addendum shall prevail in relation to the Direct Connect.

## 4. Important Notes on DBS Direct Connect eStatement Service Arrangement

- 4.1 By using the Direct Connect, the Customer hereby acknowledges, agrees and understands, that after the Customer's Direct Connect access is activated, the monthly consolidated statements will be in the form of eStatement which is accessible for viewing, printing and saving through Direct Connect of the Bank. The Customer will not receive paper statement unless he/she instructs the Bank otherwise. The eStatement will normally take effect from the first or the second statement cycle/business day upon the activation of the Direct Connect access.
- 4.2 The Customer must maintain the Customer's DBS iBanking and DBS digibank HK access for the purpose of receiving the eStatement and the relevant notification until notification functionality is available on Direct Connect.
- 4.3 The Customer acknowledges and agrees that the email and/or SMS notification sent through DBS iBanking and DBS digibank HK shall serve as sufficient notice of the eStatement availability on Direct Connect, and the Customer shall be responsible for regularly accessing and reviewing their eStatements. The Bank shall not be liable for any loss or damage incurred by the Customer due to their failure to access or review their eStatements in a timely manner.
- 4.4 This clause shall remain in effect until notification functionality is available on Direct Connect, at which point the Bank will transition to providing notification directly through Direct Connect without prior notice.

#### 5. Law and language

- 5.1 This Addendum shall be construed and governed by the Laws of Hong Kong and subject to the non-exclusive jurisdiction of the courts of Hong Kong.
- 5.2 If there is any conflict between the English and Chinese language versions of these Terms and Conditions, the English language version shall prevail.

### 6. Acceptance

By using the Direct Connect, the Customer acknowledges and accepts the terms set forth in this Addendum.