

Notice of Amendments on the Terms and Conditions for DBS iBanking Service

Please be informed that with effect from 3 Aug 2015 (the "Effective Date"), the Terms and Conditions for DBS iBanking Service shall be revised. The amendments are extracted and highlighted below:

Heading	
<p>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 <u>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.</u></p>	
1. Definitions	
1.1	<p>"Access Codes" means the username and passwords, <u>Secure Pins</u> 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, <u>including any password that may be used one time or any other limited period;</u></p> <p>"Account" means any <u>Current Account, Savings Account, DBS Account, DBS Treasures Account, DBS Treasures Private Client Account, DBS Private Bank Account, Credit Card Account, Time Deposit Account, account, including any</u> Securities Account, held with the Bank which has been registered for use of the Service;</p> <p><u>"Account Terms" means any terms and conditions between the Customer and the Bank governing the provision of any account held with the Bank;</u></p> <p>"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 (<u>Chapter 622 of the Laws of Hong Kong</u>));</p> <p><u>"Clearing House" means, in relation to The Stock Exchange of Hong Kong Limited, the Hong Kong Securities Clearing Company Limited and, in relation to any other Exchange, the clearing house providing similar services to such Exchange;</u></p> <p>"Exchange" means The Stock Exchange of Hong Kong Limited (or any successor) <u>and/ or any other stock exchange or exchange or quotation system on which the Bank may conduct dealings on the Customer's behalf;</u></p> <p><u>"HKSCC" means Hong Kong Securities Clearing Company Limited (or any successor);</u></p> <p><u>"Law" includes any laws (including, without limitation, any subordinate instrument) and the acts, practices, codes, guidelines, conventions, directives and policies of any regulatory authority;</u></p> <p>"Securities Account" means the <u>any</u> securities account <u>opened/maintained</u> with the Bank;</p> <p>"Secure Device" means any smartcard, token, electronic device, hardware or any other equipment <u>or functionality</u> issued by the Bank from time to time to enable access to the Service;</p> <p>"Secure Pin" means a <u>Secure Pin code</u> generated by a Secure Device;</p> <p>"Trading Day" means a day on which the <u>relevant</u> Exchange opens for trading for its regular trading sessions;</p>
1.3	<u>In the event of any inconsistency between these Terms and Conditions and the Account Terms, these Terms and Conditions shall prevail.</u>
3. Limitations of the Internet Technology	
3.1	The Customer accepts that the Internet is <u>a new complex</u> and rapidly advancing technology. Accordingly, while the Bank is committed to developing its Internet capabilities:
4. Customer's Obligations	
(f)	use all data, information and real-time quotes on the Website for the Customer's personal use and reference only. These must not to 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
(g)	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; and
(h)	<u>inform the Bank as soon as reasonably practicable after they find or believe that their Access Codes and/or Secure Device have been compromised, lost or stolen, or that unauthorized transactions have been conducted over their Account(s).</u>
5. Access Codes and Other Passwords and Secure Pins	
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 apply to the Bank for the dispatch of such one-time password or <u>Secure Pin or to make a</u> request for a Secure Device.
5.7	The Customer shall use the Secure Device in a proper manner and not tamper or cause any loss or damage to the Secure Device. The Customer shall notify the Bank <u>immediately as soon as reasonably practicable after becoming aware</u> of any loss, damage 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, failure, defect, malfunctioning or breakdown of the Secure Device.
6. Giving of Instructions	
6.2 (c)	the Bank may refuse to act on any Instruction <u>which at its absolute discretion, including if,</u> in the Bank's opinion, <u>it</u> 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;
7. Effect of Instructions	
7.3	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 <u>in the relevant trading location to which the Instruction relates.</u> Any Instruction given by the Customer on a day which is not a Trading Day will not be processed until the next Trading Day.
7.4	<u>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. 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 us.</u>
11. Alert Service	
11.3	Where an investment order for a joint account is placed via the Phone Banking Services, the related <u>Order Confirmation</u> Alert will be sent to the primary and the secondary joint account holders only.
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	<u>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).</u>
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 <u>or advice or recommendation of any kind</u>) in any jurisdiction.
12. eStatement and eAdvice Service	
12.5	If the Account is a joint account, upon successful application for the eStatement and eAdvice Service by one of the joint accountholders, such service will automatically be provided to all joint accountholders who are registered users of the Service in respect of the relevant products or services under the joint

	<p>account. No statements or advices in respect of the relevant products or services under the joint account will be sent to any of the joint accountholders by mail (except for DBS Private Bank customers, DBS Treasures Private Client and DBS Treasures customers with a Wealth Management Account). eStatements and/or eAdvices will not be accessible by joint accountholders who are not registered to use the Service. In any event, all joint accountholders 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.</p>
13. Application of Product Terms and Conditions	
13.1	<p>The terms and conditions for the products to which any Transaction relates (for example, the terms and conditions of the use of any relevant Account, Pphone Bbanking Sservices or other Bank products or services) shall apply in addition to these Terms and Conditions. In respect of the Service, if there is any inconsistency between such terms and conditions and these Terms and Conditions, the provisions of these Terms and Conditions shall prevail.</p>
13.2	<p><u>Notwithstanding anything to the contrary contained in these Terms and Conditions, in any Alert or in any other document, should there be any inconsistency between:</u></p> <p>(a) <u>the information (including any document but not any advice) available on or via the Service, the internet or other electronic medium; and</u></p> <p>(b) <u>the information in the Bank's records,</u> <u>the information in the Bank's records will prevail unless there is a manifest error.</u></p>
14. Fees and Charges	
(b)	<p>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;</p>
(c)	<p>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</p>
(d)	<p>the Bank reserves the right to revise any fees or charges and/or levy additional fees or charges from time to time upon giving not less than 30 day's prior written notice to the Customer; and</p>
(e)	<p><u>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.</u></p>
15. Customer's Responsibility for Security	
(h)	<p>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 the Secure Device, then the Customer must notify the Bank immediately by telephoning 2290 8888. Written confirmation of any such notification must be provided to the Bank together with detailed information of the misuse within 24 hours; and</p>
(i)	<p>the Customer realizes and accepts that any person who possesses, knows or is allowed to find out 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</p>
(j)	<p><u>the Customer must inform the Bank as soon as reasonably practicable after they find or believe that their Access Codes and/or Secure Device have been compromised, lost or stolen, or that unauthorized transactions have been conducted over their Account(s).</u></p>
16. Internet security - The Bank assurance to customers	
16.2	<p>Should the Customer be in breach of Clause 4 or Clause 15 <u>or have been fraudulent or grossly negligent</u>, the Customer shall bear all losses or damages howsoever <u>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.</u></p>

19. Third Party Internet User Services for Customer	
19.1 (h)	the market data and/or information available through the Service is provided to the Bank by the relevant participating securities e Exchange, association or agent which disseminate such data and information with assertion of a proprietary interest in such data and information.
23. Regulatory Matters	
23.2	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 HKSCC 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.
23.3	<u>The Bank does not provide investment or other advice. The customer must rely on its own judgment, assessment or evaluation (with or without the assistance of an adviser) having regard to its financial situation, investment objectives and particular needs before giving any Instructions.</u>
25. Customer's representations and warranties	
25.1	<p><u>By accessing and/or using the Service, the Customer represents and warrants that:</u></p> <p>(a) <u>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;</u></p> <p>(b) <u>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;</u></p> <p>(c) <u>the Customer will not either alone or in conjunction with any other person:</u></p> <p style="padding-left: 20px;">(i) <u>supply or make available or permit to be supplied or made available the Service to any third person;</u></p> <p style="padding-left: 20px;">(ii) <u>store, process or deal with the Service in any way except for the Customer's own personal use;</u></p> <p style="padding-left: 20px;">(iii) <u>allow any unauthorised person to gain access to the Service; or</u></p> <p style="padding-left: 20px;">(iv) <u>use the Service to establish, maintain or provide (or assist in establishing, maintaining or providing) an unauthorised market for trading in securities;</u></p> <p>(d) <u>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);</u></p> <p>(e) <u>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;</u></p> <p>(f) <u>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</u></p> <p>(g) <u>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.</u></p>
25.2	<u>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.</u>

A copy of the Terms and Conditions for DBS iBanking Service can be downloaded at www.dbs.com.hk.

Please note that the above amendments shall be binding on you if you continue to use DBS iBanking Service after the Effective Date. If you do not accept the changes in the Terms and Conditions for DBS iBanking Service, please

terminate the DBS iBanking Service before the Effective Date in accordance with your right of termination provided in the Terms and Conditions for DBS iBanking Service.

DBS Bank (Hong Kong) Limited

星展銀行（香港）有限公司

3 Jul 2015