

Terms and Conditions for “Pay & Transfer” Function:

1. “Pay & Transfer” Function (the “Function”) is a service provided by DBS Bank (Hong Kong) Limited (the “Bank”) to the principal cardholders of DBS Credit Cards and Co-branded Cards (excluding Private Label Cards and DBS Business Cards) (“Applicable Credit Cards”) issued by the Bank from time to time (“Cardholders”) to facilitate payments and fund transfers 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 (“HKICL”, which expression shall include its successors and assigns) from time to time.
2. The Function is provided to the Cardholders on DBS Card+ HK mobile application (“DBS Card+”). To use the Function, Cardholders are required to install DBS Card+, register for and activate a DBS Card+ account.
3. The Bank provides the Function to Cardholders to facilitate payments and fund transfers in Hong Kong Dollars using the FPS. The Function is therefore subject to the rules, guidelines and procedures imposed by HKICL in relation to FPS from time to time. The Bank has the right to set or vary from time to time the scope of the Function and the conditions and procedures for using the Function. In order to use the Function, the Cardholder has to accept and follow these conditions and procedures. The Bank may set limitations on the transaction amount, payment recipient, frequency of use or other features for use of the Function.
4. In order to enable the Bank to handle an instruction for the Cardholder in relation to payment or fund transfer using the FPS operated by HKICL (“HKICL FPS”), the Cardholder has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time.
5. All payment or fund transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the FPS agreed by the Bank and HKICL from time to time.
6. “Pay” function:
 - a. If a Cardholder transfers funds to any persons or entities registered as “Corporate” under HKICL Faster Payment System Addressing Service Registrations (“Merchants”), the Cardholder is using the “Pay” function.
 - b. If the payment is made to Merchants of the merchant categories of “Banking and Credit Card Services”, “Credit Card Payment”, “Credit Services” and/or “Security Broker”, the Bank will charge interest in the form of finance charge and/or handling fees in the manner and at the prevailing rates from time to time shown in the Fee Schedule or any other notice.
 - c. Each payment transaction shall be debited to the Applicable Credit Card account and to be paid by the Cardholder in accordance with the payment obligation stipulated in Clause 4 of the DBS Personal Credit Card Terms and Conditions.
7. “Transfer” function:
 - a. If a Cardholder transfers funds to any persons or entities other than Merchants, the Cardholder is using the “Transfer” function.
 - b. The Bank will charge a handling fee for each transfer transaction at a rate from time to time shown in the Fee Schedule or any other notice.

- c. Each transfer transaction shall be debited to the Applicable Credit Card account and to be paid by the Cardholder in accordance with the payment obligation stipulated in Clause 4 of the DBS Personal Credit Card Terms and Conditions.
8. When the Cardholder uses the "Pay" function or "Transfer" function, the Cardholder can scan a QR code (provided that the Cardholder is using DBS Card+ on a mobile device running an operating system supported and specified by the Bank from time to time) provided by the Merchants or any persons to automatically capture the payment or fund transfer data without manually entering the data. Any QR code provided must meet the specifications and standards prescribed by HKICL to be accepted.
9. If the Cardholder scan a QR code to automatically capture the payment or fund transfer data, he/she is using the "QR Code Services" of the Function. The QR Code Services are not intended for use in any jurisdiction where their use would be contrary to any law or regulation of that jurisdiction or where the Bank is not licensed or authorized to provide the QR Code Services.
10. The Cardholder must not use the QR Code Services on any mobile device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes mobile devices that have been "jail-broken" or "rooted". A jail broken or rooted mobile device means one that has been freed from the limitations imposed on it by the Cardholder's mobile service provider and the phone manufacturer without their approval. The use of the QR Code Services on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Use of the QR Code Services in a jail broken or rooted device is entirely at the Cardholder's own risk and the Bank will not be liable for any losses or any other consequences suffered or incurred by the Cardholder as a result.
11. The Cardholder is fully responsible for all instructions or requests given by the Cardholder or any other person authorized by the Cardholder during the use of the QR Code Services.
12. The Cardholder is fully responsible for ensuring that the information shown or stored on the Cardholder's mobile device is kept secure. If the Cardholder knows or suspects that any other person knows the Cardholder's security details, or has used or tried to use them, or if the Cardholder's mobile device is lost or stolen, the Cardholder must notify the Bank as soon as reasonably practicable.
13. While the Bank makes commercially reasonable efforts to provide the QR Code Services, the Bank is not liable for any failure to provide the QR Code Services. The QR Code Services are provided on an "as is" basis with no representation, guarantee or agreement of any kind as to their functionality. The Bank cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the Cardholder's mobile device in the use of the QR Code Services. The Bank is not responsible for any loss the Cardholder may incur as a result of the Cardholder's use of the QR Code Services.
14. The Cardholder understands and agrees that:
 - a. The Cardholder uses the QR Code Services at the Cardholder's sole risk. To the maximum extent permitted by law, the Bank expressly disclaims all warranties and conditions of any kind, whether express or implied.
 - b. The Cardholder downloads or obtains any material or information through the use of the QR Code Services at the Cardholder's sole risk and discretion. The Cardholder is solely responsible for any damage to the Cardholder's computer or other mobile device or loss of data resulting from downloading, obtaining or using such material or information.

For the avoidance of doubt, nothing above is intended to exclude or restrict any condition, warranty, right or liability which may not be lawfully excluded or restricted.

15. The Cardholder is fully responsible for ensuring that the captured data and/or manually inputted data (including but not limited to the recipient name, recipient account number, bill number and transaction amount) is accurate, complete, up-to-date and not misleading before confirming any payment or fund transfer instruction. The Bank is not responsible for any error contained in such data. The Cardholder is solely liable for and will hold the Bank harmless from any incorrect payment or transfer effected by the Bank and HKICL FPS due to incorrect or outdated data.
16. In giving instructions to make payments or effect fund transfer transactions, the Cardholder agrees to take reasonably practicable steps to safeguard the Cardholder's own interest, money and assets from fraud or other illegal activities. The Cardholder is responsible to check whether the payment recipient and the transaction are real and trustworthy in each case and exercise sound judgement. To help the Cardholder stay vigilant against frauds, scams and deceptions, the Bank will send risk alerts based on the risk warnings, messages and indicators received by the Bank from HKICL FPS or Hong Kong Police Force from time to time.
17. For any payment or fund transfer, once the Cardholder confirms the details of a transaction and submit instruction to the Bank, such instruction and any resulting transaction is final, irrevocable and binding on the Cardholder. The Cardholder has obligation to maintain sufficient credit limit for settling payment and fund transfer instructions from time to time. Once the payment and/or fund transfer is successfully completed, the transaction amount and the relevant fees and charges (if applicable) shall be debited from the Applicable Credit Card account immediately. No refunds of any payment or fund transfer and/or handling fees for whatever reasons shall be accepted once transaction is completed.
18. The Cardholder must comply with all Regulatory Requirements that govern the use of the FPS, including in compliance with the Regulatory Requirements with respect to protecting data privacy in collecting, using and handling the personal data and other information relating to any other person. "Regulatory Requirement" means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, the Bank or any other participant of HKICL FPS or the respective affiliates or group companies, or the Cardholders are subject or are expected to comply with from time to time. The Cardholder must not use the Function for any unlawful purposes or any purposes other than those authorized or contemplated in the rules, guidelines and procedures of HKICL.
19. In sending remarks or messages to be displayed to recipients or counterparties of the Cardholder's payment or fund transfer instructions, the Cardholder should mask the name or other data of such recipients or counterparties to prevent unauthorized display or disclosure of any personal data or confidential data.
20. The Bank will process and submit the Cardholder's instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute the Cardholder's instructions and requests in such sequence or manner as HKICL considers appropriate. The Bank has no control over the operation of HKICL FPS nor the timing on which the Cardholder's instructions or requests are executed by HKICL FPS. Where the Bank receives status update notifications involving any matter from HKICL FPS from time to time, the Bank will notify the Cardholder accordingly by such means and at such time as the Bank considers appropriate.

21. The Bank is not liable for loss, damage or expense of any kind which the Cardholder or any other person may incur or suffer arising from or in connection with the use of the Function or the processing or execution of instructions or requests given by the Cardholder in relation to the Function or HKICL FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents.
22. For avoidance of doubt, the Bank is not liable for loss, damage or expense of any kind which the Cardholder or any other person may incur or suffer arising from or in connection with one or more of the following:
 - a. the Cardholder's failure to comply with the Cardholder's obligations and/or any applicable laws or regulations relating to the Function and/or FPS; and
 - b. any delay, unavailability, disruption, failure, error of or caused by HKICL FPS or any functionality of HKICL FPS, or arising from any circumstances beyond the Bank's reasonable control, including any delay or error relating to the risk warnings, messages and indicators about suspected frauds, scams or deceptions received by the Bank from HKICL FPS or Hong Kong Police Force.

In no event will the Bank, any affiliate, the Bank's licensors, and the Bank's and their respective officers, employees and agents be liable to the Cardholder or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).

23. The Cardholder confirm that:
 - a. without reducing the effect of any indemnity given by the Cardholder under these terms and conditions or any other rights or remedies that the Bank may have, the Cardholder will indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the Function or the Cardholder's use of the Function; and
 - b. the above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's negligence or willful default or that of the Bank's officers, employees or agents. The above indemnity shall continue to have effect after the termination of the Function.
24. For the purposes of using the Function, the Cardholder may be required to provide the Bank with the personal data and other information relating to the Cardholder and the recipient of any payment or fund transfer to be made by the Cardholder ("Personal Information") from time to time. The Cardholder agrees that the Bank may collect, use, process, retain or transfer any of the Personal Information for the purposes of the Function. These purposes include without limitation one or more of the following:
 - a. providing the Function to the Cardholder, maintaining and operating the Function;
 - b. processing and executing the Cardholder's instructions and requests in relation to the Function from time to time;

- c. disclosing or transferring the Personal Information to HKICL and other banks for their use for the purpose of the operation of HKICL FPS;
 - d. meeting the requirements to make disclosure under any Regulatory Requirements; and
 - e. purposes relating to any of the above.
25. The Cardholder understands and agrees that the Personal Information may be further disclosed or transferred by HKICL, the Bank or any other banks to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the addressing service. If the Personal Information includes personal data or other information of any person other than the Cardholder, the Cardholder confirms that the Cardholder will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, the Bank and the other banks as specified in this clause.
26. Notwithstanding the available credit limits of the Applicable Credit Cards, the Cardholders may use the Function to make payment or fund transfer up to the limits (whether in amount, frequency of use or otherwise) determined and imposed by the Bank (whether or not such limits are notified to the Cardholders) and/or set by the Cardholders according to Clause 26 below from time to time for this Function.
27. To effect a payment or fund transfer transaction, there must be daily limits to govern the maximum transaction amounts for small value fund transfer or payment (the transaction amount is HK\$10,000 or less) per day ("Small Value Transfer Daily Limit") and the maximum transaction amounts for payment or fund transfer to registered or non-registered recipient per day ("Registered / Non-Registered Recipient Daily Limit"). The Cardholders are required to set the Small Value Transfer Daily Limit and Registered / Non-Registered Recipient Daily Limit on the first use of the Function. The Bank has the sole discretion to specify the upper limit can be set for the Small Value Transfer Daily Limit and the Registered / Non-Registered Recipient Daily Limit. These limits are by default set at HK\$0 and they will automatically be reset to HK\$0 if the Cardholder has not used the Function for 12 months after the limits are last set.
28. The Bank shall use one-factor authentication to verify the Cardholder's identity when the Cardholder uses the Function to make a small value payment or fund transfer; or make a payment or fund transfer to a registered recipient. A Cardholder may instruct the Bank to use two-factor authentication when a small value payment or fund transfer is made to a non-registered recipient.
29. The Cardholder's responsibility for any loss suffered as a result of unauthorized payment and/or fund transfer transactions conducted through the Function is stipulated in the DBS Personal Credit Card Terms and Conditions, Terms and Conditions for the 3-D Secure™ Service and DBS Card+ Conditions of Use.
30. The payment or fund transfer transactions completed using the Function and its relevant handling fee and interest shall not be eligible for any spending rewards stipulated in DBS\$ Reward Scheme Terms and Conditions and COMPASS CARD Reward Scheme Terms and Conditions.
31. The Bank reserves the right to suspend or terminate the Function in whole or in part at any time without giving notice or reason. The Bank may change these terms and conditions from time to time by notice to the Cardholders.

32. The English version shall prevail if there is any inconsistency between the English and Chinese versions.

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