

## **GENERAL BANKING TERMS AND CONDITIONS (FOR BANKS)**

### **ABOUT THIS DOCUMENT**

This document (the “General Banking Terms and Conditions (For Banks)”) contains terms and conditions governing your banking relationship with us and certain products and services provided by us. This includes the terms for accounts and certain related services that we may offer to you. When you apply to use the products and services covered under this document, you may need to complete the applicable Form and to acknowledge in such Form that you confirm your agreement to the terms under this document and the applicable Jurisdiction Schedules.

### **PART A - COMMON TERMS AND CONDITIONS**

#### **1. Services**

- 1.1. **Application.** The Common Terms and the applicable Jurisdiction Schedule will apply to any Service or Digital Channel that we may provide to you and any Service that you apply for.
- 1.2. **Provision of a Service.** We have absolute discretion on whether to approve or provide any Service to you and how we provide it to you. We are not under any obligation to monitor, investigate or enquire about your activities in connection with any Service.
- 1.3. **We will deal with you only.** We do not need to recognise any person (other than you) as having any interest in any Service we offer to you. You are acting on your own behalf and for your own benefit when using any Service.
- 1.4. **Our role.** You are responsible for obtaining your own independent legal, tax, accounting or other advice in relation to any Service. Neither we nor any of our employees are providing any legal, tax, accounting or other advice, or advice on the suitability or profitability of any Service, or acting as your adviser, trustee or fiduciary.
- 1.5. **Conflicts.** We may provide a Service even if we, any other DBS Group Member or any of our Third Party Service Providers has or may have a material interest in any of your dealings with or instructions to us, a relationship which gives rise to a conflict of interest, or a duty to other clients which would otherwise conflict with our or their duty to you.

#### **2. Your obligations**

- 2.1. **Compliance with Laws and provision of information.** You agree to comply with all applicable Laws in connection with the use of the Services. You must promptly give us all documents, information and authorisations we reasonably need to provide or to continue providing any Service to you. You must tell us promptly, in writing, of any change in any such documents, information or authorisation given to us, and provide evidence of such change.
- 2.2. **Mandate.** You must give us your mandate and details of any Authorised Person for any Service when we require you to and promptly update us, in writing, if there are any changes.
- 2.3. **Reliance on Authorised Persons.** You confirm that each Authorised Person is authorised to give instructions, perform any acts under the Agreement and any transaction relating to any Service or operate, access or use any Digital Channel for and on your behalf.
- 2.4. **Change in Authorised Persons.** We may act on any instruction from your Authorised Persons which we have in our records. Any prior instruction shall continue to apply until we have received 14 days prior written notice from you that there has been a change to your Authorised Persons.
- 2.5. **Monitoring any Service we provide to you.** For any Service or Digital Channel you use, you must tell us immediately if you know or suspect that there is or has been any actual, likely or suspected violation or breach of the Agreement, any applicable Law (including any unauthorised, fraudulent or illegal activity), any security mechanism (including any data breach or such breach involving a Third Party Bank or Third Party Service Provider), or any erroneous transaction. We will use reasonable endeavours to stop the acceptance or processing of affected transactions (whether such transactions are new or existing) as soon as reasonably practicable. If we are not able to stop, suspend or terminate such affected transactions, you will be bound by, and you will be responsible for, such transactions.
- 2.6. **Liability for unauthorised and incorrect transactions.** You must take reasonable care to prevent fraudulent or unauthorised use or access to, or the improper use of, a Service or Digital Channel. You will be liable for our losses that arise from any unauthorised transaction that is caused by or contributed to by your wilful misconduct, negligence or failure to comply with the terms of the Agreement, or any transaction that is agreed to by your Authorised Persons even if you did not agree to such transaction or you were defrauded.

#### **3. Representations and undertakings**

You represent, warrant and undertake throughout the term of the Agreement that:

- 3.1. **Authorisations.** You have the capacity to enter into and comply with the Agreement, use any Service or Digital Channel we offer you, provide any instructions to us and digitally accept and/or sign the Agreement and any part of it. You have also received all consents and authorisations required to do so.
- 3.2. **Accuracy of information.** All documents and information you provide to us are true, complete and accurate and not misleading in any way.

#### **4. Communication between us**

- 4.1. **Our communication to you.** We may send any Correspondence to you or by (a) hand, post, fax, text message or email to the postal address, email address, mobile number or fax number we have for you in our records; or (b) using our Digital Channels or any other electronic media. Any Correspondence from us to you will be deemed to be received at the time we sent it.

4.2. Your communications to us. Any Correspondence you give us must, unless we agree otherwise, be in writing, be through such means or channels as we may notify you and be actually received by us.

4.3. Business Hours. All Correspondence received after our usual business hours will be considered to be received by us on the next Business Day.

4.4. Communications or instructions through our agent. If we appoint any DBS Group Member as an agent to act on our behalf in respect of any Service, any Correspondence to you in relation to that Service may be delivered by our agent. You shall deliver any Correspondence or instructions in relation to that Service to our agent.

4.5. Notice on inaccurate Correspondence. You shall promptly notify us of any incorrect or missing entry, information or amount in any Correspondence. You will be deemed to have accepted any Correspondence as being correct, conclusive and binding if we are not notified of the error, discrepancy or unauthorised transaction in such Correspondence within 30 days of receipt (or such other time as we may say).

4.6. Method of instructions. We may in our absolute discretion receive instructions by fax, electronic communications, Digital Channels or any other method.

4.7. Responsibility for instructions. You are responsible for ensuring the timeliness, accuracy, adequacy and completeness of all instructions given by you or your Authorised Persons and any information from you or third parties (including Third Party Service Providers) incorporated into or given with such instructions. We are not required to verify the accuracy, adequacy or completeness of any instruction or any such information. We may deem and/or assume that instructions provided by any person using SWIFT, your Digital Token, PIN number or User IDs or electronic signatures or which are transmitted from your systems (even if we may not be able to verify that an instruction is referable to you and/or your Authorised Person's security mechanisms or codes) are authorised by you.

4.8. Declining instructions. We may decline to process or delay acting on any instructions provided to us in relation to any Service if:

- (a) we reasonably believe that the instruction is not genuine, unclear, ambiguous, suspicious, conflicting, incorrect, incomplete, unauthorised, illegal, likely to breach any Laws, likely to exceed any limits or that the instructions are not in line with the mandate you have given to us; or
- (b) we consider that we have valid reasons for doing so, including reasons provided to us by our Third Party Service Providers.

4.9. Irrevocability of instructions. All instructions provided to us are irrevocable. We may upon request use reasonable attempts to cancel, stop or change an instruction. We are under no duty to do so, and we will not be liable for any loss you may incur.

4.10. Processing of instructions. We require a reasonable timeframe to act on any instructions in line with our normal banking practice. We may determine the order of priority in effecting any instruction or transaction in connection with any Service. We reserve the right not to act or process any instruction on a day which is not a Business Day in the Service Jurisdiction.

4.11. Recording of communications. We may record or monitor all communications with or from your directors, officers or Authorised Persons. You agree to obtain any necessary consent from and to give notice of such recordings to such persons.

## 5. Third Party Service Providers and Third Party Banks

5.1. Engagements with Third Party Service Providers. We may use: (a) the services of any DBS Group Member or any service provider that you or we have appointed; or (b) any system (including SWIFT), intermediary, correspondent bank, agent or other person or organisation (including government agencies), for any purpose, including for authentication, verification, security, communication, clearing, settlement or payment. We may outsource, delegate or sub-contract any part of our banking operations to anyone.

Each such system and person above is referred to as a "**Third Party Service Provider**". We will exercise reasonable care and skill in the selection of any Third Party Service Provider.

5.2. Third Party Service Providers and Third Party Banks. We may send and receive your instructions on your behalf, or information relating to you, to or from a Third Party Service Provider or Third Party Bank or use or work with a Third Party Service Provider or Third Party Bank.

5.3. Extent of our liability. We will not be liable for the performance or any act or omission of any Third Party Service Provider or Third Party Bank (other than any DBS Group Member), or any of their employees or agents. We are not responsible for ensuring the accuracy of information provided by any of them. This paragraph applies even if there is fraud, misconduct, negligence or insolvency on the part of any of them and provided that we have exercised reasonable care and skill in the selection of any such Third Party Service Provider or Third Party Bank.

## 6. Indemnities

6.1. General indemnity. As far as we are allowed under Law, you agree to indemnify us on demand against any and all losses which we may suffer or incur in connection with:

- (a) your use or misuse of any Service or Digital Channel (including due to us engaging or dealing with any Third Party Service Provider or Third Party Bank (except for a DBS Group Member));
- (b) any destructive element or malware (including any virus, worm or Trojan horse) affecting our systems or any Service or Digital Channel pursuant to your upload or submission of any Correspondence, documents, instructions or other materials;
- (c) any dispute you have or may have with any third party about, any claim made against us by any third party, or any investigation, inspection, court order or enquiry, in each case relating to the Agreement, any Service or Digital Channel;
- (d) us acting on any instructions of your Authorised Persons which we believe in good faith to be genuine;

- (e) any Forms, Instruments, documents or information provided by you or by any person upon your request or on behalf of you to us are inaccurate, incorrect, incomplete, out-of-date, or misleading;
- (f) you failing to comply with any part of the Agreement or any negligent act or omission, fraud or dishonesty committed by you or any of your Authorised Persons;
- (g) any act or omission by you causing us to be in breach of the terms of the Agreement, any applicable Law or our agreement with any Third Party Service Provider;
- (h) the occurrence of an Extraordinary Event or any breach of Law (other than by us); and
- (i) the exercise or enforcement of any of our rights or the taking of any action against you in relation to the Agreement or any Service or Digital Channel.

You will not need to indemnify us if, and to the extent such losses are directly caused by our wilful misconduct, gross negligence or fraud.

6.2. **Currency of payment and currency indemnity.** You must pay all amounts payable by you to us under the Agreement in the Agreed Currency. If the amount we receive is in another currency, you must indemnify us on demand for any loss arising from the conversion of the received amounts into the Agreed Currency.

6.3. **Extraordinary Events.** If an Extraordinary Event occurs, we may make or receive payment in relation to any Service in any alternative currency as determined by us. We will determine the rate of exchange for any currency conversion that is made. You shall be liable for and will indemnify us for any additional cost, expense or loss arising from such currency conversion.

6.4. **Indemnity for fax and electronic communications, third party platforms, etc.**

- (a) For communications or transmissions of information over fax or by electronic means or by using any digital services and Digital Channels, you accept the risks that instructions over such channels may be altered, intercepted, or tampered and transmissions may be interrupted or delayed and may not be given priority as they are generally handled during business hours.
- (b) We may act on any instructions issued through fax, electronic means or digital services (including Digital Channels). If we act on such instructions, you agree that if the instruction appears to be sent from your Authorised Person, even if such instruction conflicts with any other instruction or mandate you give us, we may accept and rely on such instructions as instructions given by you without any need to enquire further.
- (c) You accept the risks of using Third Party Security Mechanisms to access our Digital Channels and Services. Such Third Party Security Mechanisms may allow unauthorised third parties to gain access to any device or application secured using such Third Party Security Mechanisms and transmit to us instructions from that device or application without your knowledge or approval.
- (d) You agree to indemnify us in full for any losses which we may suffer or incur as a result of acting on such instructions or the use of such digital services.

6.5. **Other terms relating to indemnities.** Each indemnity under the Agreement is your separate and independent obligation to us, gives rise to a separate and independent cause of action, and indemnifies legal costs and expenses on a full indemnity basis.

## 7. Our Liability

7.1. **Exclusion of liability.** As far as we are allowed under Law, we will not be liable for any loss which you or any other person may suffer or incur because of:

- (a) any of the events or circumstances set out in Clause 6.1(a) – (i);
- (b) us delaying or failing to carry out our responsibilities to you, if that delay or failure arises due to a Force Majeure Event, or from our compliance with the Agreement, any Laws, court order or arbitral award;
- (c) any delay, loss or failure in transmission of content, or any modification, interception, access or disclosure of content by any party arising from use of the Digital Channels, third party digital services or any other form of communication;
- (d) the reliance on any material or content, or acting on any material or content provided to you (including by third parties) when using our Services and/or Digital Channels;
- (e) the acts or omission of any Third Party Service Provider or any Third Party Bank (other than, in each case, any DBS Group Member);
- (f) us exercising any of our rights under the Agreement or you failing to comply with any term of the Agreement;
- (g) any fraud or forgery in relation to any Service or any unauthorised use of any Service (whether or not the fraud, forgery and/or unauthorised use could be easily detected or is due to your negligence); or
- (h) any refunds made or not made to any persons, or any delays in this respect.

7.2. **Loss of opportunity and so on.** We will not be liable for any loss of business, loss of goodwill, loss of opportunity, loss of information, loss of revenue, loss of anticipated savings, loss of data, loss of value of any equipment including software or loss of profit or any indirect, consequential, special, economic, or punitive loss or damage. We will not be liable for the losses contemplated in Clause 7.1 and this Clause 7.2 even if we were advised of the possibility of such loss.

7.3. **Our liability limited to specific branch.** Our obligations to you under the Agreement will be satisfied by recourse to us only. You must not take any steps to recover or seek recourse for any of our obligations to you or in connection with any Service we provide to you from any of our other branches or other DBS Group Members, even where such DBS Group Member is a Third Party Service Provider or Third Party Bank involved in that Service.

## 8. Regulatory compliance

8.1. **Our obligation to comply with Law.** We (including each DBS Group Member) must comply with all applicable Laws. We are not obligated to do anything required of us in the Agreement if doing so would or might in our reasonable opinion be a breach of any applicable Law. We may, without any need to enquire further, act on any order, award, judgment directive or request from any court, arbitral tribunal, authority or organisation in any jurisdiction which we are required or are expected to comply

with, or which we in good faith believe that we should comply with. Nothing in the Agreement shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by Law.

**8.2. Sanctions, anti-money laundering, anti-bribery, anti-corruption and counter-terrorism financing laws.**

- (a) Authorities in jurisdictions where any DBS Group Members, Third Party Service Providers or Third Party Banks operate may impose and enforce anti-money laundering, anti-bribery, anti-corruption or counter-terrorism financing Laws or Sanctions. We, our agents, any Third Party Service Provider or any Third Party Bank may not be able to process or take part in transactions which may result in a breach of these Laws or Sanctions or our/their internal policies relating to these Laws or Sanctions or which may expose us/them to any action or loss.
- (b) You represent, warrant and undertake to us at all times that:
  - (i) neither you nor any of your Affiliates, nor any of your or their respective directors, officers or employees or any persons acting on their behalf is a Restricted Party, has received notice of or is aware of any claim, action, suit, proceeding or investigation against it or them with respect to Sanctions by any Sanctions Authority or is subject to any applicable limitation or restriction under Sanctions;
  - (ii) you will not make use of, or provide the benefit of, any funds received from, or Services provided by us, to any Restricted Party or for business activities that are subject to Sanctions, or conduct, permit or allow any business activity with any Restricted Party;
  - (iii) you will not use our Services in violation of any applicable Law or Sanctions; and
  - (iv) you will, and will ensure, that each of your Affiliates and your sub-contractors will, comply with all applicable anti-money laundering, anti-bribery, anti-corruption and counter-terrorism financing Laws and Sanctions.
- (c) If we determine that there is a risk of breach of Laws, Sanctions or internal policy as set out in paragraph (a) above, or you have breached any of your representations, warranties or undertakings under paragraph (b) above (or in any other provision of the Agreement relating to anti-money laundering, anti-bribery, anti-corruption or counter-terrorism financing), we may (i) refuse or delay in acting on any of your instructions or processing any transaction (including withholding any funds), (ii) suspend or terminate your use of any Service immediately, (iii) declare any amount owing by you to us to be immediately due and payable, (iv) comply with any order, judgement or request from any authority, liquidator, receiver or similar person; and/or (v) take such other action as we may reasonably consider appropriate.

**8.3. Rules for clearing, settlement or payment.** We and any intermediary or correspondent bank may act in line with any applicable rules and regulations of any system for clearing, settlement or payment. For International Payments, this includes the laws and regulations applicable to the payment currency and the jurisdiction where the payment is to be made.

**8.4. Tax compliance.**

- (a) DBS Group Members may have obligations under various Tax Compliance Requirements (including FATCA and CRS) to collect information from you, report information to the authorities, and withhold tax from payments to you.
- (b) You must cooperate fully (including providing relevant documents and information) relating to any enquiry from us for the purposes of compliance with any applicable Tax Compliance Requirement or establishing your tax status.
- (c) You must promptly notify us of any change (or potential or suspected change) in your tax status or your tax residency.
- (d) Any amount that may be payable by us to you is subject to all applicable Tax Compliance Requirements (including any withholding tax requirement, foreign exchange restriction or control) and the rules prescribed by any relevant settlement and clearing agencies. You agree that we may withhold any amount payable to you, deposit such monies into a sundry or other account or otherwise retain monies whilst we determine whether any withholding tax requirement, foreign exchange restriction or control applies.

**9. Fees, charges and Taxes**

**9.1. Charges, fees, costs.**

- (a) You must pay our fees, charges, commissions, costs and expenses at the agreed rates or as we may notify you from time to time, and all such payments are non-refundable. If you continue to use the relevant Service or Software after receipt of our notice, you will be deemed to have agreed to the revised fees, charges, commissions, costs and expenses.
- (b) You are responsible for any charges incurred by you in receiving any Correspondence.
- (c) In case of termination or suspension of any Service pursuant to Clause 11 below, you will promptly pay us any applicable charges, fees, costs and expenses that we may notify you in connection with such suspension or termination, or as may be imposed due to your non-compliance with the Agreement.

**9.2. Taxes and others.**

- (a) You will pay all Taxes applicable to you in connection with any Service. If we pay any such Taxes on your behalf, you will immediately reimburse us and continue to indemnify us for any Tax payable by us. This excludes any Tax payable by us by reference to our net income received or to be received by us.
- (b) You will make any payments to us in connection with any Service without any deduction, withholding for or on account of Tax, restriction, condition, set-off or counterclaim, unless a deduction or withholding is required by applicable Law.
- (c) If a deduction or withholding is required by applicable Law, you must increase the amount payable so that we receive the amount we would have received if no deduction or withholding had been required.
- (d) You must make that deduction or withholding, and any payment required in connection with it within the time allowed; and in the minimum amount required by applicable Law.
- (e) If we are required to deduct or withhold for or on account of Tax for any payment to you, we do not have to increase the amount payable.

## 10. Disclosure of confidential information and personal data

### 10.1. Disclosure of confidential information.

- (a) You give us and all DBS Group Members permission to give to any of the persons mentioned in paragraph (b) below any information or document relating to (i) you, your shareholders, officers, employees, directors, beneficial owners, Authorised Persons and/or any member of the group of companies to which you belong and/or their shareholders, officers, employees, directors, beneficial owners, authorised persons and agents, (ii) the Services we offer or provide to you or have provided to you and (iii) your transactions.
- (b) The persons that we can give such information or documents to are:
  - (i) any DBS Group Member (and their actual or prospective assignees, transferees, participants or successors);
  - (ii) anyone to whom the Agreement (or any part of it) is (or is potentially) assigned or transferred to;
  - (iii) any of our or any DBS Group Member's officers, directors, employees, external auditors, insurers and reinsurers;
  - (iv) any of our or any DBS Group Member's advisers, data carriers or agents, any Third Party Service Provider or Third Party Bank and any person providing services to us or any of them;
  - (v) any person in any jurisdiction (including any government or quasi-governmental organisation, authority (for example, a government or state-owned company or enterprise), agency or department and any regulatory, financial, tax or other authority or organisation), in so far as we need or are expected to do so to comply with relevant Laws or any order, directive or request which we are required or are expected to comply with, or which we in good faith believe that we should comply with;
  - (vi) any person when required to do so in accordance with any court order, arbitral award, proceeding (including winding up, receivership and similar procedures) of any jurisdiction or in accordance with any Law;
  - (vii) your Authorised Persons, Affiliates and their directors, officers, employees, agents or legal advisers;
  - (viii) any person who we believe in good faith to be your director or other officer, shareholder, partner (in the case of a partnership), account signatory, auditor or legal adviser;
  - (ix) any person for the purposes of enforcing or protecting our rights and interests in connection with any Service;
  - (x) any person to whom you (including your Authorised Person(s)) consent;
  - (xi) any person as we may deem reasonably necessary for the purposes of investigating any claim or dispute in connection with any Service;
  - (xii) any credit bureau for conducting credit checks and due diligence on you;
  - (xiii) any person who is a recipient of a transaction initiated by you (but only to the extent required to identify you as the originator of the transaction) or to any person who is a potential sender of a transaction to you (but only to the extent required to confirm your identity as the intended beneficiary of the transaction) or to any person who has successfully sent a transaction to you (but only to the extent required to confirm your identity as the recipient of the transaction); and
  - (xiv) any person we believe in good faith it is reasonable to give it to in connection with the provision of any Service, your application for any Service, or in order to give effect to your instructions.
- (c) We may give information to persons irrespective of location and irrespective of whether the Laws on confidentiality, banking secrecy or data protection are more or less stringent in the place to which the information is transferred.
- (d) Each of our rights to use or disclose information under any provision of the Agreement (including under this Clause 10.1 and Clause 10.2 below) apply as well as, and without affecting, any other rights of use or disclosure of information under the other provisions of the Agreement or which we may otherwise have under any other agreement we have with you or under any applicable Laws.

### 10.2. Collection and use of personal data.

- (a) You agree that we may collect and hold personal data about you, your shareholders, officers, employees, directors, beneficial owners, Authorised Persons and/or any member of the group of companies to which you belong and their shareholders, officers, employees, directors, beneficial owners, authorised persons and agents and other individuals in the ordinary course of our relationship with you (including through Third Party Service Providers and when using Digital Channels).
- (b) You warrant that you have and will maintain the consent from such individuals listed in paragraph (a) above to provide us with and to permit us to use and disclose their personal data. You will provide us with evidence of such consent upon our request.
- (c) You give us permission to use and disclose any such personal data we collect to the persons listed in paragraph (b) of Clause 10.1.
- (d) When you provide any personal data to us, you confirm that you are lawfully providing the data for us to use and disclose for the purposes of any disclosure contemplated by Clause 10.1.

## 11. Termination and suspension

### 11.1. Termination and/or suspension of Services. Unless specified otherwise, we may terminate or suspend the provision of any Service by giving you at least 60 days prior written notice. Unless we otherwise require, you may terminate any Service you use by giving us at least 60 days' prior written notice. We may accept a shorter notice period.

### 11.2. Immediate termination and/or suspension of Services by us.

- (a) We may immediately suspend or terminate our provision of any Service without giving you notice or reason if:
  - (i) our provision of any Service may constitute a breach of any applicable Law, a breach of our policy or a breach of our contract with a third party, or where we have a reasonable suspicion that any Service is being

used for or in connection with fraudulent or illegal activities or transactions including gambling, money laundering, funding terrorism, or tax evasion, or we become aware of any allegation of fraud or wrongdoing in your organisation;

- (ii) we reasonably believe or suspect that any computer virus or other malicious, destructive or corrupting code, agent, programme, macros or other software routine or hardware components designed to permit unauthorised access is detected on any computer, hardware, system, software, application or device used in connection with a Service or there has been any other form of security breach or compromise (including compromise of any Third Party Security Mechanisms or codes);
- (iii) any Third Party Service Provider stops or fails to provide the relevant service, assistance or support to us or if you are no longer permitted to use the relevant service;
- (iv) any act, omission or event related to you which could reasonably be perceived to cause financial or reputational harm to us;
- (v) you do not comply with any part of the Agreement;
- (vi) a receiver and/or manager, judicial manager, administrative receiver, administrator, liquidator, trustee in bankruptcy or similar person is appointed (or is in the process of being appointed) over you or any part of your undertaking or assets or any step to file or pass a resolution for any insolvency proceeding, bankruptcy filing, winding-up resolution, administration, scheme of arrangement, judicial management or any similar step or procedure is effected (whether by you or anyone else) in any jurisdiction; and/or
- (vii) by the operation of Law or the exercise of a statutory power, a person (including such a person acting through an agent) has become entitled to control and deal with the assets (or any part of them) in any of your Accounts with us.

- (b) We may without prior notice to you and at any time suspend the use of any Service for any reason we consider valid, including to maintain or enhance that Service or if a Force Majeure Event has occurred.
- (c) If any of the events or circumstances in paragraphs (a) or (b) above occurs, we may also suspend any methods or channels available to you for accessing any Service and/or any operating system, software or other feature which is part of or supports any Service.

#### 11.3. Effect of termination or suspension.

- (a) Any termination or suspension of any Service shall not prejudice any accrued rights or liabilities or any term which in our view is intended to survive termination.
- (b) We may continue to honour or process any instructions given before the suspension or termination or any existing transaction and your obligations will continue to apply to any such instruction or transaction.
- (c) When any Service has been terminated, you must, unless we agree otherwise, comply with our termination procedures and pay us all amounts you owe us in connection with that Service immediately.

#### 11.4. Survival of terms. After all the Services we provide you are terminated, no amounts are owing by you to us and the Agreement has ended, the following terms in the Agreement will continue to apply (a) Clause 6 and any other guarantees or indemnities granted by you to us; (b) Clause 7 and any other term relating to any exclusion or limitation of liability for our benefit; (c) Clause 8 (other than Clause 8.2(b)); (d) Clause 10 and any other term relating to the permissions given to us to disclose any information and to collect and use any personal data; (e) Clause 11.3 and this Clause 11.4; (f) Clause 12.2 and any other term providing us with set-off rights; (g) Clause 13 and any other term relating to the Law governing the Agreement and the forum for the resolution of any disputes in connection with the Agreement; and (h) any term in any Service Schedule or Jurisdiction Schedule which has been expressed to survive termination.

### 12. General

#### 12.1. Assignments and transfers. You may not assign or transfer any rights or obligations under the Agreement without getting our prior written consent. You may not disclose any of our confidential information to any of your successors and/or assigns following a change in control without getting our prior written consent. You agree that we may assign all or any of our rights and transfer all or any of our rights and obligations under or in connection with the Agreement and otherwise deal with our rights and obligations under the Agreement in any manner. We do not need to obtain your consent to such assignment, transfer or other dealing. We may notify you of such assignment and/or transfer.

#### 12.2. Set-off. We have the right to set off any amount you owe to us or any DBS Group Member against any amount that we or any DBS Group Member owes to you, in each case whether due immediately or later and regardless of the place of payment, the booking branch or the amount or currency of either amount. We may exercise this right at any time and without the need to give prior notice. We will notify you as soon as we reasonably can after such set-off. If we need to convert the currency of any of the amounts to be set-off, we will do so using our prevailing exchange rate.

#### 12.3. Changes to the Agreement. We may change, supplement or replace the Agreement or any part of or any term in the Agreement, and where appropriate, we will give prior notice of the changes. Unless required by Law, the changes will apply from the date stated in our notice. If you continue to use any Service, you will be deemed to have agreed to such changes.

#### 12.4. Severability of clauses. If any term of the Agreement cannot be enforced or is no longer valid under the Laws of any jurisdiction no other terms of the Agreement will be affected and the enforceability or validity of such term under the Laws of any other jurisdiction will not be affected.

#### 12.5. Waiver. Any waiver or consent provided by us shall only be valid if signed by us in writing. If we decide not to enforce any of our rights under the Agreement, it does not mean we will not do so in the future. It also does not mean the right no longer exists.

#### 12.6. Rights are cumulative. Except as expressly provided under the Agreement, each of our rights and remedies under the Agreement are cumulative and in addition to all our other rights and remedies under any other agreement between us and you or under any Law.

12.7. Records are conclusive. Unless there is a manifest error, our records are conclusive and our calculation or determination of a rate, price or amount under the Agreement or in connection with any Service is conclusive.

12.8. Admissibility of records. You agree that all our records are admissible as primary evidence in any action, claim or proceeding, without admission of the originals. You agree not to challenge the admissibility, relevance, reliability, accuracy, integrity 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 were produced by or were the output of a computer system. You hereby waive any rights you may have to so object.

12.9. Electronic Execution. You acknowledge, consent and agree that the Common Terms, the relevant Jurisdiction Schedules, Service Schedules, Forms, any other part of the Agreement and any other related document may be executed electronically by use of electronic signature and / or electronic company chop by you and / or us where such electronic execution is offered or permitted by or acceptable to us, and that the use of electronic signature and / or electronic company chop shall, for the purposes of validity, enforceability and admissibility, be conclusive evidence of your intention to be legally bound by such documents. The electronic signature and / or electronic company chop shall be in such form as determined by us in our sole discretion, for example we may direct that your electronic signature and / or electronic company chop be generated and / or certified by using a specified electronic signature platform.

12.10. Third party rights. Unless provided for under the Agreement or unless required by Law, only a party to the Agreement can enforce its terms. The consent of any person who is not a party to the Agreement is not needed to rescind or amend the Agreement.

12.11. Intellectual Property.

- (a) You are aware and agree that all intellectual property rights in any document, software (including any Software), data, thing or process forming part of or used in relation to a Service are owned by either us, our agents, any Third Party Service Provider or any Third Party Bank and that you do not have, and the operation or use of any Service does not give you, any right, title or interest in such intellectual property right. If you provide us with any inputs which are incorporated into a Service, you assign to us any intellectual property rights you or your Authorised Persons may have in such inputs.
- (b) You must not do anything which interferes with, tampers with or otherwise adversely affects our Software or any intellectual property rights forming part of or used in relation to a Service. This includes making copies of, distributing, modifying any of our data and materials or reverse engineering any Software.
- (c) You must assist us to investigate any claim of infringement of a third party's intellectual property rights. This includes providing us with any documents or information relating to your use of a Service that we may reasonably require to defend such a claim.

12.12. Non-recognition or invalidity of trust. Where you are required to hold any asset on trust for us under or pursuant to any term of the Agreement, if such trust is not recognised or enforceable or fails to be constituted or is or becomes invalid, you shall hold such assets to our order, for our benefit and interest and on our behalf.

12.13. Successors. The Agreement is for our benefit as well as for the benefit of our successors, permitted assignees and permitted transferees despite any change by way of amalgamation, consolidation or otherwise in our constitution or that of any such successor, permitted assignee, permitted transferee or any person deriving title under any of them.

12.14. Counterparts. Any Form and any other part of the Agreement may be executed in counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the same document.

### 13. Governing law and legal proceedings

13.1. Governing law. The Agreement will be governed by and construed in accordance with the laws of the Service Jurisdiction.

13.2. Jurisdiction. You agree that all disputes in connection with the Agreement shall be resolved in the courts of the Service Jurisdiction. You agree to waive any objection to the courts of the Service Jurisdiction on the ground that it is an inappropriate or inconvenient forum or otherwise. You agree that we may take proceedings against you in any other jurisdiction (whether concurrently or otherwise). This includes any jurisdiction where you have assets or where you conduct business activities.

13.3. Sovereign immunity. You waive any sovereign or other immunity you may have in any jurisdiction from legal proceedings, attachment before or after judgment or execution of judgment.

13.4. Service of Process.

- (a) If we request, you agree to promptly appoint a process agent as your agent to receive, accept and acknowledge any document for court proceedings in connection with the Agreement. If any process agent appointed ceases to or is unable to act as your process agent, you must promptly appoint a substitute process agent for service of process.
- (b) If you have failed to appoint a process agent when required to do so, we may at your own cost and expense appoint another process agent to act for you.
- (c) You must notify us of the name and address of the process agent.

## PART B - ACCOUNTS AND RELATED SERVICES

### 1. General Account Terms

1.1. Application. This Part sets out the terms and conditions which would apply if we provide you with any Account, Services related to Accounts or other Services set out in this Part B.

1.2. Requirements. For any Account you open with us, we may set requirements including limits on how much you need to have in your Account when it is opened, currencies that we may accept, applicable fees and rates, and any other requirement we may notify you of. With respect to interest payments:

- (a) We may pay interest on your interest earning Accounts in accordance with our procedures and policies. If the interest rate is negative, interest charges on your Accounts (including suspended or dormant Accounts) will be determined and will be payable in accordance with our procedures and policies.
- (b) Unless we say otherwise, current Accounts, closed or suspended Accounts and dormant Accounts are not interest earning Accounts. If you close an Account where you have to pay us interest charges on, interest charges up to (but not including) the date you closed the Account will have to be paid.

1.3. **Changes to your Account.** We may with prior notice, change your Account number for any reason and we will consult you on any conversion of your Account into another type of Account.

1.4. **Payments into your Account.**

- (a) Money may be paid into your Account in currencies which we accept and in any way we accept or agree to. We may charge you for certain methods of paying in money at rates we will tell you about. We will decide the date on which such payments are credited into your Account in accordance with our normal banking practice.
- (b) We do not have to credit your Account before we actually receive the funds if payment into your Account is made by any method requiring clearing and settlement or through domestic or international transfer of funds.

1.5. **Withdrawals and payments from your Account.**

- (a) You can withdraw money or make payments from your Account in any way which you and we agree to. In some cases, we may need or permit you to withdraw funds or make payments in a different currency from the currency in which your Account is held. If we do this, our prevailing rate of exchange at the time of withdrawal will apply.
- (b) You must keep enough readily available funds in your Account to cover all payments and withdrawals. If withdrawals or payments cannot be made from your Account because of insufficient readily available funds in the Account, we may charge you the agreed fee for the unsuccessful withdrawals or payment. If your Account does not have enough funds and we decide to allow a payment or withdrawal from your Account, your Account will be overdrawn.
- (c) We may set requirements for withdrawals and payments from your Account, including setting limits or requiring you to notify us for withdrawals and payments of large amounts (as determined by us).

1.6. **Overdrawn Accounts.** If your Account is overdrawn, you must pay all overdrawn amounts immediately upon demand, together with any interest and any other charges at our current rates. Interest and other charges will apply if the amount overdrawn is not paid back into the Account on the same Business Day.

1.7. **Funds added by mistake.** If funds are credited to your Account by mistake, we may immediately deduct such funds from your Account without notice to you. We will tell you about the mistake and the amount we have deducted. If you have used or withdrawn the funds, you must return the funds to us as soon as we inform you of the mistake.

1.8. **Closing of Accounts.** We may need you to withdraw all your monies in your Account before closing it. If your Account is still in credit when we close it, we will pay you the balance (after deducting any amount you owe us) by sending you a cashier's order or a banker's draft by post or in any other way agreed between you and us. When your Account is closed, you must pay us promptly all amounts you owe us. When your Account is closed or suspended, we may terminate or suspend all Services in connection with the Account.

1.9. **Deductions and combination of Accounts.** In addition to a banker's lien, we have the right to debit from your Account any amount you owe us or any DBS Group Member (whether due immediately or later). We may exercise this right at any time and without the need to give you prior notice, and even if this would make your Account overdrawn. We will contact you as soon as we reasonably can after we exercise such right. We may also combine or consolidate all or any of your Accounts with us. If we need to convert the currency of the amounts in your Account, we will do so using our prevailing exchange rate at the time. If you request us to debit a specific Account, you acknowledge that any acceptance by us of your request is without prejudice to our rights under this Clause.

1.10. **No Security.** You must not create any Security, or grant any rights over the credit balances and your rights under the Agreement and in any Account to any person unless we allow you to. If we allow you to do so, we have the right to impose additional terms and conditions on your Account.

1.11. **Risks of foreign exchange.** You accept any loss in value of your funds resulting from changes to the foreign exchange rate if:

- (a) you make deposits, withdrawals or transfers in a currency which is different from the currency of your Account;
- (b) refunds into your Account for unsuccessful transfers or payments are in a currency different from the currency of your Account; or
- (c) we need to convert currency in connection with fees, charges, cheques or any transactions in relation to your Account or any Service you use.

You agree that we can convert funds, at our prevailing rate of exchange which applies at the time, to the currency of your Account.

1.12. **Currencies subject to exchange controls.**

- (a) Certain currencies may be subject to exchange controls or other restrictions under Law ("**Restricted Currencies**"). Restricted Currencies are subject to risks on convertibility and transferability and foreign exchange rate risks. We have the right to determine what we consider to be a Restricted Currency.
- (b) Where a Service involves a Restricted Currency, such risks and restrictions or any other Law affecting a Restricted Currency may affect our ability to provide or to continue providing you with that Service. We may:
  - (i) suspend, terminate or refuse to carry out any instruction or transaction involving a Restricted Currency;
  - (ii) immediately change the terms relating to a Restricted Currency or set conditions on the use of a Service involving a Restricted Currency as we may determine from time to time; and
  - (iii) report any transactions and information relating to you or any Service relating to a Restricted Currency to any relevant authority, clearing bank, domestic agent bank or other banking, clearing or settlement institution, organisation, system or third party agent.

(c) If we do not have sufficient amounts of that Restricted Currency or the transfer or conversion has been suspended, prohibited or restricted by any Law, governmental, judicial or regulatory body, we may restrict or withhold payment or withdrawal of the Restricted Currency, and we are not required to return the Restricted Currency or pay any other currency in lieu.

## 2. Foreign currency

### 2.1. Foreign currency transactions. For foreign currency Accounts:

- (a) We have the right to decide whether any remittance or withdrawal can be made in a foreign currency. This Service may not be available in all currencies.
- (b) We may make payments in full or in part in the Local Currency equivalent for any foreign currency transaction. We may ask you to give us prior notice (for a period as we may determine) before you can make a withdrawal.

### 2.2. Tax, currency and other risks. For foreign currency Accounts:

- (a) If anything happens that makes it impossible or impractical for us to carry out our obligations to you concerning that foreign currency Account, we may choose to pay you the funds in your Account in another currency.
- (b) If we reasonably decide that we cannot effectively use the foreign currency funds deposited with us, we may stop or reduce our interest payments, charge you additional charges, or convert those funds into another freely transferrable currency specified by us.

## 3. General Payments Services

### 3.1. Acceptable forms of payments. Subject to our discretion and any requirements we may set, the acceptable forms of payments to or from your Account are: telegraphic transfers; domestic transfers; direct debit payments; and any other method we may approve.

### 3.2. Payment instructions.

- (a) For any transfer of funds from your Account, you are responsible for making sure you give us correct and complete information (including details of the person you want to transfer the funds to) to effect a transfer. We do not have to check any information you give us in your instruction.
- (b) We will try to process your request to transfer funds as soon as we can after we receive your instruction and otherwise in accordance with our usual arrangements for processing instructions.
- (c) We cannot guarantee when a fund transfer or payment will be received by the payee or their bank in cleared funds, or when such funds will be credited to the payee's account.
- (d) For any International Payment, you authorise us to send instructions and other information to a Third Party Service Provider, or the beneficiary's bank. A Third Party Service Provider may charge commissions, fees or charges, which shall be paid by you or the payee separately or deducted from the funds paid to the payee's account. A Third Party Service Provider may convert a payment to its own preferred currency before effecting the payment.
- (e) We may make a refund only if we have received a confirmation from our foreign correspondent that the transfer has been cancelled or returned. The amount of the refund will be the actual amount refunded to us and if applicable, calculated at our prevailing exchange rate at the time of the refund.

### 3.3. Requirements and Limits. We may set requirements for the transfer of funds. This includes any limits on a daily basis or per transaction basis on the amounts to be transferred or a maximum limit of the number of transactions.

### 3.4. Standing instructions. We may end any standing instruction arrangement at any time by telling you in writing. We reserve the right to do so without giving you any notice. We do not need to carry out any standing instruction if the payee does not accept payment in the way we require or if you do not have sufficient funds in your Account for such payment and any other amount you owe us.

## PART C - DEFINITIONS AND INTERPRETATION

### 1. Definitions

In the Agreement, unless the context otherwise requires:

**Account** means each account or deposit you open or place with us (including any savings account, current account, time deposits, fixed deposits, structured deposits or any other type of account or deposit) in any jurisdiction.

**Affiliate** means, in relation to a body corporate, any other body corporate that controls, is controlled by or under common control with it. In this definition, a body corporate "controls" another body corporate if the first mentioned body corporate, directly or indirectly, owns more than half of the issued equity share capital or has the power to appoint more than half of the members of the governing body of that other body corporate.

**Agreed Currency** means the currency in which any payment in respect of any Service under the Agreement is to be made as agreed between you and us, or if there is no such agreement, our prevailing practice in respect of that Service or as notified by us to you.

**Agreement** means collectively, the Common Terms, the Jurisdiction Schedules, Service Schedules and Forms that apply to our Services, and includes any document which amends, supplements or replaces the foregoing.

**Authorised Person** means any person you (or where applicable, your agent) have permitted to apply for, operate, access or use any Service or Digital Channel or to perform any act, discretion or duty under the Agreement. This includes any Customer Self Administrator.

**Business Days** means any day on which banks are open for general banking business (other than a Saturday or Sunday or a gazetted public holiday) in the Service Jurisdiction and:

- (a) (in respect of the payment or purchase of another currency other than euro) a day on which banks are open for general banking business in the principal financial centre of the country for that currency; and
- (b) (in respect of the payment or purchase of euro) a day on which the real time gross settlement system operated by the Eurosystem or any successor system or organisation is open for the settlement of euros.

**Common Terms** means PART A and PART C of this document collectively.

**Correspondence** means any account statement, confirmation, letter, Form, correspondence, notice, report or other written communication whatsoever.

**CRS** means the Common Reporting Standard.

**DBS Group Member** means DBS Bank Ltd. and each of its branches, parent company, representative offices, agencies, subsidiaries and Affiliates (including any branches or representative offices of any subsidiary or Affiliate) (and collectively, the DBS Group).

**Designated Account** means, for the purposes of nostro agent Service, each Account approved by us and which has not been withdrawn, closed, frozen or suspended.

**Digital Channels** means any software, electronic communications, website, network, application or platform through which a Service is provided or made available to you, including phone banking, automated teller machines and such other devices provided by us for the withdrawal or deposit of cash and/or cheques.

**Digital Token** means a smart card, security token or other similar authentication or verification device in any form.

**Extraordinary Event** means:

- (a) any form of exchange control restriction of whatsoever nature affecting the availability, convertibility, credit or transfers of currencies or funds;
- (b) any form of debt or other moratorium on jurisdictions, entities or individuals; or
- (c) any devaluation, re-denomination or demonetisation of a currency.

**FATCA** means the Foreign Account Tax Compliance Act.

**Force Majeure Event** means any payment or communication system failure, power failure, computer breakdown, mechanical fault or failure, problem or fault in any hardware, software or telecommunication links, government restrictions, intervention, emergency procedures, suspension of trading, civil disorder, act or threatened act of terrorism, natural disaster, war, pandemic, epidemic, strike, a material change in monetary, political, financial or economic conditions or any other circumstances beyond our control.

**Forms** means any account opening form, application form, maintenance form, instruction form, withdrawal form or similar documentation (whether physical, electronic or otherwise) signed or accepted by or for and on behalf of you in connection with the provision of one or more Services.

**General Banking Terms and Conditions (For Banks)** has the meaning given to it in the “About this Document” section above.

**Instrument** means any cheques, drafts, promissory notes, bills of exchange, bonds, notes and other instruments, instructions or orders for payment or collection and instruments which are deposited with us for collection.

**International Payment** means:

- (a) a payment made from an Account to a payee account in a jurisdiction different from the jurisdiction in which such Account is held; or
- (b) a payment from an Account to a payee account in the same jurisdiction but involving a currency other than the Local Currency.

**Jurisdiction Schedule** means any document or any part of a document which we designate or refer to as a Jurisdiction Schedule.

**Law** means any statute, common law, principles of equity, order, regulation, rule, official directive, request, guideline or code of practice (whether or not having the force of law) of any government organisation, agency, department, tax authority or other authority or organisation in any applicable jurisdiction as determined by us.

**Local Currency** means the currency which is primarily used in the Service Jurisdiction or such other currency as determined by us.

**Part** has the meaning given to it in the “About this Document” section of this document.

**PIN** means the personal identification number which is applicable to the relevant Service.

**Restricted Currency** has the meaning given to it in Clause 1.12 of PART B of this document.

**Restricted Party** means a person that is: (i) listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, any Sanctions List; (ii) located in, incorporated under the Laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person located in or incorporated or organised under the Laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or (iii) otherwise a target of Sanctions. A “**target of Sanctions**” means a person with whom a US person or other national of a Sanctions Authority would be prohibited or restricted by Law from engaging in trade, business or other activities.

**Sanctions** means any applicable Laws relating to economic, financial or trade sanctions or embargoes enacted, imposed, administered or enforced from time to time by a Sanctions Authority.

**Sanctions Authority** has the meaning given to it in the applicable Jurisdiction Schedule.

**Sanctions List** has the meaning given to it in the applicable Jurisdiction Schedule.

**Security** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**Service** means any banking products or services a DBS Group Member provides or may provide to you under any part of the Agreement (including a Service Schedule or a Jurisdiction Schedule), and includes any transactions entered into by you with that DBS Group Member under such banking product or service. A reference to a Service also includes the Digital Channel through which we provide or make available the Service to you.

**Service Jurisdiction** means the jurisdiction where the provider of the Services to you is located. The DBS Group Member which is the provider of the Services will be set out in the relevant Form or otherwise notified by us to you.

**Service Schedule** means any document or any part of a document which we designate or refer to as a Service Schedule. This includes PART B of this document which is a Service Schedule.

**Software** means any software (including APIs and software development kits) that we may provide you with which are ancillary to our provision of a Service.

**SWIFT** means S.W.I.F.T. SCRL, a Belgium limited liability co-operative society.

**Tax Compliance Requirements** means any obligations or requirements imposed on or guidelines extending to any DBS Group Member under or pursuant to: any Laws or any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on us or any DBS Group Member by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations.

**Tax or Taxes** means taxes (including profit, capital gain, withholding, goods and services and value-added or indirect taxes), levies, imposts, charges, duties (including stamp and transaction duties) or any withholding of a similar nature (including any associated penalty or interest payable) required by any applicable Law.

**Third Party Bank** means any bank or financial institution other than us.

**Third Party Service Provider** has the meaning given to it in Clause 5.1 of PART A of this document.

**Third Party Security Mechanism** means a security mechanism provided by a third party.

**User ID** means any unique means of identification (including a confidential password used to seek to prevent unauthorised use and access) assigned to or selected by you or any of your Authorised Persons in connection with any Service.

## 2. Interpretation

In the Agreement, the following will also apply, unless the context otherwise requires:

- 2.1. “We”, “us” and “our” or similar expressions means the relevant DBS Group Member(s) in the Service Jurisdiction and where the context requires as determined by that DBS Group Member, any agent acting on behalf of any DBS Group Member.
- 2.2. “You” and “your” or similar expressions means the person or persons who are applying for and/or who we have agreed to provide any Service to under the Agreement as specified in the relevant Form or other relevant document, and where the context requires, also refers to your Authorised Persons or your agent.
- 2.3. A “person” includes an individual, a partnership, a corporate organisation, an unincorporated association, a government, a state, an agency of state and a trust.
- 2.4. When we refer to you, us or any other person, we also mean their executors, personal representatives and any permitted assignees, transferees or successors.
- 2.5. “may” means that in our discretion, we can, but we do not need to, exercise that right or take the relevant action.
- 2.6. Where we have the right to make any determination or to exercise discretion in relation to any matter (including deciding whether to agree to any request or deciding and notifying you of any matter), we may exercise such right or discretion in such manner as we may decide in our absolute discretion.
- 2.7. “including”, “include” and similar expressions means ‘including without any limitations’.
- 2.8. When a list of examples has been provided, the list is not conclusive. This does not limit the list to such examples or examples of a similar kind.
- 2.9. Whenever we refer to a “Law”, we also mean any amendments to or re-enactments of it and related legislation or Law.
- 2.10. Any document includes any amendment or supplement to, or replacement of that document.
- 2.11. When we have a right to suspend a Service, this includes a right to freeze an Account.
- 2.12. “loss” refers to any loss, damages, fines, penalties, costs, charges, expenses or claims, whether direct, indirect, special, punitive, incidental or consequential, financial or otherwise and whether arising under contract or not (and includes legal costs and expenses and costs arising out of claims or proceedings).
- 2.13. “instruction” includes “request”, “order”, “Rate Order”, “application” or similar expressions as the context requires.
- 2.14. Any reference to a time of day is a reference to the time at the relevant city of the Service Jurisdiction as determined by us.
- 2.15. The singular includes the plural and vice versa.
- 2.16. References to a gender will include all other genders.
- 2.17. Captions and headings are for convenience of reference only and will not affect the interpretation of a provision.
- 2.18. A reference to a “Part” is a reference to a Part under the General Banking Terms and Conditions (For Banks).
- 2.19. A reference to an “Appendix”, “Clause” or “Schedule” in a Part, a Service Schedule or a Jurisdiction Schedule means a clause in that Part, Service Schedule or Jurisdiction Schedule of the Agreement.
- 2.20. Unless we specify otherwise, if there is any inconsistency between the following documents, the terms of any earlier-listed document will prevail over any later-listed document to the extent of that inconsistency:
  - (a) Jurisdiction Schedules;
  - (b) Service Schedules;
  - (c) Forms; and
  - (d) the Common Terms.
- 2.21. Terms under the Service Schedules and Forms will prevail only for the specific Service(s) under such Service Schedules and/or Forms.

## 一般銀行業務條款及細則（適用於銀行）

### 關於本文文件

本文件（「一般銀行業務條款及細則（適用於銀行）」）載有管轄貴方與本行之間銀行業務關係及本行提供的若干產品與服務之條款及細則。其中包含本行可能提供予貴方的帳戶及若干相關服務之條款。當貴方申請使用本文件所涵蓋的產品與服務時，貴方可能需要填寫適用的表單，並在該表單中確認貴方同意本文件及適用的司法管轄區附件中所載的條款。

### **A 部分 - 通用條款及細則**

#### **1. 有關服務**

- 1.1. 適用性。 通用條款和適用的司法管轄區附件將適用於本行可能提供予貴方的任何有關服務或數碼渠道以及貴方申請的任何有關服務。
- 1.2. 提供有關服務。 本行對於是否批准或向貴方提供任何有關服務以及如何向貴方提供有關服務擁有絕對酌情決定權。本行並無義務監控、調查或查詢貴方就任何有關服務進行的相關活動。
- 1.3. 本行僅與貴方進行業務往來。 本行無需承認（除貴方以外的）任何其他人士對本行提供予貴方的任何有關服務享有任何利益。貴方在使用任何有關服務時是代表貴方自身並為貴方自身的利益行事。
- 1.4. 本行的職能。 貴方須自行負責就任何有關服務獲得獨立的法律、稅務、會計或其他諮詢意見。本行及本行任何員工均不提供任何法律、稅務、會計或其他諮詢意見，不就任何有關服務的適當性或盈利能力提供任何諮詢意見，亦不擔任貴方的顧問、受託人或受信人。
- 1.5. 衝突。 即使本行、任何其他星展銀行集團成員或本行的任何第三方服務提供商有或可能有下列情形，本行仍可提供有關服務：在貴方與本行的任何交易或貴方向本行作出的任何指示中享有重大利益，存在引致利益衝突的關係，或對其他客戶負有的義務會與本行或該等其他星展銀行集團成員或第三方服務提供商對貴方負有的義務相衝突。

#### **2. 貴方的義務**

- 2.1. 遵守法律及提供資料。 貴方同意遵守與使用有關服務相關的所有適用法律。貴方必須及時向本行提供本行為向貴方提供或繼續提供任何有關服務而合理需要的所有文件、資料和授權。若貴方提供予本行的任何文件、資料或授權發生任何變更，貴方必須及時以書面形式通知本行並提供該等變更的證明。
- 2.2. 授權書。 當本行要求時，貴方必須向本行提供貴方就有關服務的授權書及任何獲授權人之詳情，如有任何變更，貴方須及時以書面形式通知本行。
- 2.3. 對獲授權人的信賴。 貴方確認，每位獲授權人均獲授權代表貴方作出指示、執行本協議下的任何行為以及與有關服務相關的任何交易或操作、訪問或使用任何數碼渠道。
- 2.4. 獲授權人之變更。 本行可依本行存檔的貴方獲授權人的任何指示行事。任何之前的指示應繼續適用，直至本行收到貴方提前 14 天發出的書面通知，告知本行貴方獲授權人發生變更。
- 2.5. 監控本行提供予貴方的任何有關服務。 對於貴方使用的任何有關服務或數碼渠道，若貴方獲悉或懷疑現時存在或曾經存在下列情形，貴方必須立即告知本行：任何實際、可能或涉嫌違反或違背本協議、任何適用法律（包括任何未經授權、欺詐或非法的活動）、任何保安裝置的行為（包括涉及第三方銀行或第三方服務提供商的任何數據泄漏或此類行為），或任何錯誤交易。本行將盡合理努力並在合理可行的範圍內儘快停止接受或處理受影響的交易（無論此類交易是新產生的或是現有的）。若本行無法停止、暫停或終止此類受影響的交易，貴方將受此類交易的約束，且貴方將對此類交易承擔責任。
- 2.6. 未經授權及不正確交易的責任。 貴方必須採取合理的謹慎措施，防止欺詐性或未經授權使用或訪問或不當使用有關服務或數碼渠道。貴方將對以下原因造成的本行的損失承擔責任：因貴方的故意不當行為、疏忽或未遵守本協議條款而導致或促成的任何未經授權的交易，或經貴方的獲授權人同意進行的任何交易，即使貴方不同意該交易或貴方受到欺騙。

### 3. 陳述與承諾

貴方在本協議生效期限始終陳述、保證並承諾如下：

3.1. 授權。 貴方擁有實施下列行為的能力：訂立及遵守本協議，使用本行提供予貴方的任何有關服務或數碼渠道，向本行作出任何指示，及以數碼方式接受及/或簽署本協議及其任何部分。貴方亦已獲得實施上述各項行為所需的所有同意及授權。

3.2. 資料的準確性。 貴方提供予本行的所有文件和資料均真實、完整、準確，不存在任何誤導性。

### 4. 本行與貴方之間的通訊

4.1. 本行對貴方的通訊。 本行可採用以下方式向貴方發送任何信件：(a)以專人遞送、郵寄、傳真、短訊或電郵方式發送至貴方在本行存檔的郵遞地址、電郵地址、流動電話號碼或傳真號碼；或(b)使用本行的數碼渠道或任何其他電子媒介。本行發送給貴方的任何信件將視為於本行發送之時收到。

4.2. 貴方對本行的通訊。 貴方向本行發送的任何信件必須採用書面形式作出，透過本行告知貴方的方式或途徑作出，並由本行實際接獲，但本行另行同意的除外。

4.3. 營業時間。 在本行正常營業時間以外收到的所有信件將被視為由本行於下一個營業日收到。

4.4. 透過本行代理進行通訊或作出指示。 若本行就任何有關服務指定任何星展銀行集團成員作為本行代理，向貴方發送的與該有關服務相關的任何信件均可由本行代理向貴方發送。貴方應向本行代理發送與該有關服務相關的任何信件或指示。關於不準確信件的通知。任何信件中如有任何錯誤或遺漏的記錄、資料或金額，貴方須及時通知本行。若貴方未在收到後 30 天（或本行可能訂明的其他時間）內通知本行，指出任何信件中存在錯誤、不符之處或未經授權的交易，則貴方將被視為認可該等信件是正確的、具有決定性，且具有約束力的。

4.6. 作出指示的方式。 本行有絕對酌情權透過傳真、電子通訊、數碼渠道或任何其他方式接受指示。

4.7. 指示的責任。 貴方有責任確保貴方或貴方獲授權人作出的所有指示及該等指示包含的或貴方或第三方（包括第三方服務提供商）與該等指示一併提供的任何資料均及時、準確、充分且完整。本行無須驗證任何指示或任何此類資料的準確性、充分性或完整性。本行可視為及/或假定任何人士使用 SWIFT、貴方的數碼保安編碼器、PIN 碼或用戶編號或電子簽名提供的或由貴方系統傳輸的指示（即使本行可能無法驗證指示是否與貴方及/或貴方獲授權人的保裝置或編碼相關）已獲貴方授權。

4.8. 拒絕接受指示。 本行在下列情形下可拒絕處理或延遲執行就任何有關服務提供予本行的任何指示：

- (a) 本行合理認為該指示不真實、不明確、含糊不清、可疑、存在衝突、不正確、不完整、未經授權、非法、可能違反任何法律、可能超出任何限額或該指示不符合貴方提供予本行的授權書；或
- (b) 本行認為本行有正當理由拒絕處理或延遲執行有關指示，包括本行的第三方服務提供商提供予本行的理由。

4.9. 指示不可撤銷。 提供予本行的所有指示均不可撤銷。本行可以(但並無義務)根據要求採取合理措施嘗試取消、停止或更改指示，且本行不會對貴方可能遭受的任何損失承擔責任。

4.10. 處理指示。 本行需要合理的時間來按照本行正常的銀行業務慣例執行指示。本行可決定執行與任何有關服務相關的任何指示或交易的優先順序。本行保留在服務提供商所在司法管轄區內非營業日不執行或處理任何指示的權利。

4.11. 記錄通訊。 本行可記錄或監控與(或者由)貴方董事、職員或獲授權人作出的所有通訊。貴方同意向該等人士徵得任何必要的同意，並就此類記錄向其作出通知。

### 5. 第三方服務提供商及第三方銀行

5.1. 與第三方服務提供商的接洽。 本行可為任何目的（包括用於認證、驗證、安全、通訊、結算、交收或支付目的）而使用：(a)任何星展銀行集團成員或由貴方或本行指定的任何服務提供商的服務；或(b)任何系統（包括 SWIFT）、中介機構、代理行、代理或其他人士或組織（包括政府機構）。本行可將本行銀行業務的任何部分外包、委託或分包予任何人士。  
上述系統和人士均稱為「第三方服務提供商」。本行將運用合理的謹慎和技巧選擇任何第三方服務提供商。

5.2. 第三方服務提供商及第三方銀行。 本行可代表貴方向或自第三方服務提供商或第三方銀行發送及接收貴方的指示或與貴方相關的資料，或使用第三方服務提供商或第三方銀行，或與之合作。

5.3. **本行責任範圍。** 對於任何第三方服務提供商或第三方銀行（任何星展銀行集團成員除外）或其任何員工或代理的履行行為，或任何作為或不作為，本行均不承擔責任。本行不負責確保他們提供的資料的準確性。即使其中任何一方存在欺詐、不當行為、疏忽或資不抵債，本段規定亦適用，但條件是本行在選擇任何該等第三方服務提供商或第三方銀行時已運用合理的謹慎和技巧。

## 6. 彌償

6.1. **一般彌償。** 在法律允許本行獲得彌償的範圍內，貴方同意就本行因以下原因可能遭受或引致的任何損失一經要求即向本行作出彌償：

- (a) 貴方使用或不正確使用任何有關服務或數碼渠道（包括因本行與任何第三方服務提供商或第三方銀行（星展銀行集團成員除外）接洽或有業務往來）；
- (b) 貴方上傳或提交的任何信件、文件、指示或其他材料導致本行的系統或任何有關服務或數碼渠道受到任何破壞性因素或惡意軟件（包括任何電腦病毒、蠕蟲或特洛伊木馬程式）的影響；
- (c) 貴方與任何第三方發生或可能發生的任何爭議，任何第三方向本行提出的任何申索，或任何調查、檢查、法院命令或查詢，在每一種情況下均涉及本協議、任何有關服務或數碼渠道；
- (d) 本行基於對貴方獲授權人所發出指示之真實性的善意信賴，根據該等指示行事；
- (e) 貴方或任何人士應貴方要求或代表貴方提供予本行的任何表單、工具、文件或資料不準確、不正確、不完整、過時失效或具有誤導性；
- (f) 貴方未遵守本協議的任何部分，或貴方或貴方的任何獲授權人的任何疏忽作為或不作為、欺詐或不誠實行為；
- (g) 貴方導致本行違反本協議的條款、任何適用法律或本行與任何第三方服務提供商的協議的任何作為或不作為；
- (h) 發生特殊事件或任何違法行為（本行的違法行為除外）；及
- (i) 行使或執行本行就本協議或任何有關服務或數碼渠道的任何權利，或就本協議或任何有關服務或數碼渠道對貴方採取任何行動。

若此類損失是因本行的故意不當行為、嚴重疏忽或欺詐行為直接造成的，則貴方無需向本行作出彌償。

6.2. **支付貨幣及貨幣彌償。** 貴方必須以約定貨幣支付本協議下貴方應支付給本行的所有款項。若本行收到的款項是以另一種貨幣支付的，針對因為將收到的款項兌換為約定貨幣而產生的任何損失，貴方必須按要求向本行作出彌償。

6.3. **特殊事件。** 若發生特殊事件，本行可使用本行決定的任何替代貨幣支付或收取與任何有關服務相關的付款。本行將決定任何貨幣兌換的匯率。對於本行因此類貨幣兌換產生的任何額外成本、費用或損失，貴方應承擔責任並向本行作出彌償。

### 6.4. 對傳真及電子通訊、第三方平台等的彌償。

- (a) 對於經傳真或電子方式或使用任何數碼服務及數碼渠道進行的通訊或資料傳輸，貴方接受以下風險：透過此類渠道作出指示可能會被改動、攔截或篡改，其傳輸可能會發生中斷或延遲，且該等指示通常在營業時間內處理，因此可能不會優先處理。
- (b) 本行可依照透過傳真、電子方式或數碼服務（包括數碼渠道）作出的任何指示行事。若本行依照此類指示行事，貴方同意，若該指示表面看來是由貴方獲授權人作出的，即使該指示與貴方提供予本行的任何其他指示或授權書相衝突，本行仍可接受並信賴該指示，視同為該指示是由貴方作出的，而無需進一步查詢。
- (c) 貴方接受使用第三方保安裝置訪問本行數碼渠道及有關服務的風險。此類第三方保安裝置可能允許未經授權的第三方訪問使用此類由第三方保安裝置加以保護的任何設備或應用程式，並在貴方不知情或未經貴方批准的情況下自該設備或應用程式向本行傳輸指示。
- (d) 貴方同意就本行因依照此類指示行事或使用該等數碼服務可能遭受或引致的任何損失，向本行作出全額彌償。

6.5. **與彌償有關的其他條款。** 本協議下的每一項彌償是貴方對本行負有的單獨及獨立的義務，並產生單獨及獨立的訴訟因由；且包括對法律費用和開支的全額彌償。

## 7. 本行的責任

7.1. 責任免除。 在法律允許本行免除責任的範圍內，本行不對貴方或任何其他人士因以下原因而遭受或引致的任何損失承擔責任：

- (a) 第 6.1(a)至(i)條所載的任何事件或情況；
- (b) 因不可抗力事件或因本行遵守本協議、任何法律、法院命令或仲裁裁決而導致本行延遲或未能向貴方履行本行責任；
- (c) 因使用數碼渠道、第三方數碼服務或任何其他通訊方式而導致內容傳輸的任何延遲、遺失或故障，或任何一方對內容的任何修改、攔截、訪問或披露；
- (d) 在使用本行的有關服務及/或數碼渠道時信賴提供予貴方的（包括第三方提供的）任何材料或內容，或按提供予貴方的（包括第三方提供的）任何材料或內容採取行動；
- (e) 任何第三方服務提供商或任何第三方銀行（在任何情況下，星展銀行集團成員除外）的作為或不作為；
- (f) 本行行使本協議下的任何權利，或貴方未遵守本協議任何條款；
- (g) 與任何有關服務相關的任何欺詐或偽造，或對任何有關服務未經授權的使用（無論該欺詐、偽造及/或未經授權的使用是否易於發現，或是否因貴方疏忽所致）；或
- (h) 向任何人士進行的或未進行的任何退款，或在此方面的任何延遲。

7.2. 機會損失等。 本行不對任何業務損失、商譽損失、機會損失、資料損失、收入損失、預期節省費用損失、數據遺失任何設備（包括軟件）價值損失或利潤損失或任何間接的、結果性的、特殊的、經濟上的或懲罰性的損失或損害承擔責任。本行不對第 7.1 條及本第 7.2 條中規定的損失承擔責任，即使本行已被告知可能產生此類損失。

7.3. 本行的責任僅限於特定分行。 本行在本協議下對貴方的義務只能透過向本行追索來履行。貴方不得就本行對貴方負有的義務或就本行向貴方提供的任何有關服務採取任何措施向本行的任何其他分行或其他星展銀行集團成員進行追討或行使追索權，即使該星展銀行集團成員是有份參與提供該有關服務的第三方服務提供商或第三方銀行。

## 8. 監管合規

8.1. 本行的法律合規義務。 本行（包括每一星展銀行集團成員）必須遵守所有適用法律。若本行合理認為履行本行在本協議項下的任何義務會或可能違反任何適用法律，則本行無需履行該等義務。若任何司法管轄區內的任何法院、仲裁庭、權力機構或組織作出任何命令、裁決、判決、指令或要求，而本行須遵守、按期望應遵守或本行真誠認為本行應當遵守該等命令、裁決、判決、指令或要求，則本行無需進一步查詢即可根據該等命令、裁決、判決、指令或要求採取行動。本協議中的任何內容均不對法律禁止排除或限制的任何責任加以排除或限制。

8.2. 制裁、反洗錢、反賄賂、反腐敗和打擊恐怖主義融資的法律。

- (a) 任何星展銀行集團成員、第三方服務提供商或第三方銀行營運所在司法管轄區的有關權力機構可能實施並執行反洗錢、反賄賂、反腐敗或打擊恐怖主義融資相關的法律或制裁。本行、本行代理或任何第三方服務提供商或任何第三方銀行可能無法處理或參與可能導致違反該等法律或制裁、本行/其與該等法律或制裁相關的內部政策、或可能使本行/其面臨任何行動或遭受任何損失的交易。
- (b) 貴方始終向本行陳述、保證並承諾：
  - (i) 貴方及貴方的任何關聯公司以及貴方及貴方關聯公司各自的董事、職員與員工及代表前述人士行事的任何人士均不是受限制方，均未收到任何制裁機構針對其提起與制裁相關的任何申索、行動、訴訟、程序或調查的通知，亦不知曉有任何前述情形存在，且均未受到任何制裁相關的制約或限制；
  - (ii) 貴方不會將從本行收到的任何資金或本行提供的有關服務或其利益用於任何受限制方或受到制裁的業務活動，亦不會與任何受限制方開展或准許與任何受限制方開展任何業務活動；
  - (iii) 貴方使用本行的有關服務將不會違反任何適用法律或制裁；及
  - (iv) 貴方自身將並將確保貴方的每一關聯公司及貴方的分包商遵守所有適用的反洗錢、反賄賂、反腐敗和打擊恐怖主義融資的法律和制裁。

(c) 若本行認定存在上文(a)段所述的違反法律、制裁或內部政策的風險，或貴方違反了上文(b)段所述的任何陳述、保證或承諾（或有關反洗錢、反賄賂、反腐敗或打擊恐怖主義融資的本協議任何其他條款中的任何陳述、保證或承諾），本行可(i)拒絕或延遲執行貴方的任何指示或處理任何交易（包括暫扣任何資金），(ii)立即暫停或終止貴方對任何有關服務的使用，(iii)宣佈貴方對本行所欠的任何款項立即到期應付，(iv)遵守來自任何有關權力機構、清算人、接管人或類似人士的命令、判決或要求；及/或(v)採取本行合理認為適當的其他行動。

8.3. 結算、交收或支付規則。 本行及任何中介機構或代理行可依照任何結算、交收或支付系統的任何適用規則和規定行事。就國際支付而言，包括適用於支付貨幣和支付所在司法管轄區的法律法規。

8.4. 稅務合規。

- (a) 星展銀行集團成員根據各種稅務合規要求（包括 FATCA 和 CRS）可能有義務自貴方收集資料，向有關權力機構報告資料，及從支付給貴方的款項中扣繳稅費。
- (b) 貴方必須全力配合本行為遵守任何適用的稅務合規要求或確定貴方的稅務狀況而進行的任何查詢（包括提供相關文件和資料）。
- (c) 貴方必須及時將貴方稅務狀況或貴方稅務居民身份的任何變更（或潛在或疑似的變更）通知本行。
- (d) 本行應支付給貴方的任何款項均須遵守所有適用的稅務合規要求（包括任何預扣稅要求、外匯限制或管制）及任何相關交收和結算機構規定的規則。貴方同意，本行可暫扣應支付給貴方的任何款項，將該等款項存入雜項帳戶或其他帳戶，或另行在本行確定是否適用任何預扣稅要求、外匯限制或管制期間保留款項。

## 9. 費用、收費及稅費

9.1. 收費、費用、成本。

- (a) 貴方必須按約定費率或按本行不時通知貴方的費率，向本行支付任何收費、費用、佣金、成本及開支，且所有該等付款均不可退還。若貴方在收到本行通知後繼續使用所涉及的有關服務或有關軟件，貴方將被視為同意修改後的收費、費用、佣金、成本及開支。
- (b) 貴方因接收任何信件而引致的任何收費由貴方承擔。
- (c) 若根據下文第 11 條終止或暫停任何有關服務，貴方須及時向本行支付本行可能通知貴方的與該等暫停或終止相關的或因貴方不遵守本協議而收取的任何適用收費、費用、成本及開支。

9.2. 稅費及其他。

- (a) 貴方將繳付與任何有關服務相關而適用於貴方的所有稅費。若本行代表貴方繳付任何此類稅費，貴方應立即向本行作出償付，並繼續就本行應繳付的任何稅費向本行作出彌償。上述稅費不包括根據本行已收到或將收到的淨收入應由本行繳付的任何稅費。
- (b) 貴方就任何有關服務支付予本行的任何付款應不得扣減或預扣任何稅費，亦不受限於任何限制、條件、抵銷或反申索，除非適用法律要求作出扣減或預扣。
- (c) 若適用法律要求作出扣減或預扣，貴方必須增加應付金額，確保本行收到的金額等同於在無須作出扣減或預扣的情況下本行應收到的金額。
- (d) 該等扣減或預扣及與之相關而要求的任何付款須由貴方在允許的時間限制內按適用法律要求的最低金額作出。
- (e) 若本行被要求自支付予貴方的任何款項中扣減或預扣任何稅費，本行無需增加應付金額。

## 10. 機密資料和個人資料的披露

10.1. 機密資料的披露。

- (a) 貴方允許本行及所有星展銀行集團成員向下文(b)段所述任何人士提供與下列各項相關的任何資料或文件：(i)貴方、貴方的股東、職員、員工、董事、實益擁有人、獲授權人及/或貴方所屬公司集團之任何成員及其股東、職員、員工、董事、實益擁有人、獲授權人及代理，(ii)本行向貴方提供的或已向貴方提供的有關服務，及(iii)貴方的交易。

(b) 本行可向下列人士提供該等資料或文件：

- (i) 任何星展銀行集團成員（及其實際或預期承讓人、受讓人、參與者或承繼人）；
- (ii) 承讓、受讓（或可能承讓、受讓）本協議（或其任何部分）的任何人士；
- (iii) 本行或任何星展銀行集團成員的任何職員、董事、員工、外部核數師、保險公司及再保險公司；
- (iv) 本行或任何星展銀行集團成員的任何顧問、數據營運商或代理、任何第三方服務提供商或第三方銀行及向本行或前述任何一方提供服務的任何人士；
- (v) 本行為遵守本行須遵守的、按期望應遵守的或本行真誠認為本行應當遵守的有關法律或任何命令、指令或要求而需要向其提供該等資料或文件的任何司法管轄區中的任何人士（包括任何政府或準政府組織、有關權力機構（例如政府或國有公司或企業）、機關或部門以及任何監管、金融、稅務或其他權力機構或組織）；
- (vi) 根據任何司法管轄區的任何法院命令、仲裁裁決、程序（包括清盤、接管及類似程序）或根據任何法律要求本行向其提供該等資料或文件的任何人士；
- (vii) 貴方的獲授權人、關聯公司及其董事、職員、員工、代理或法律顧問；
- (viii) 本行真誠認為是貴方的董事或其他職員、股東、合夥人（就合夥企業而言）、帳戶簽字人、核數師或法律顧問的任何人士；
- (ix) 為執行或保護本行與有關服務相關之權利和利益的任何人士；
- (x) 貴方（包括貴方的獲授權人）同意的任何人士；
- (xi) 本行為調查與任何有關服務相關的任何申索或爭議認為合理必要的任何人士；
- (xii) 為了對貴方進行信用核查及盡職調查的任何徵信機構；
- (xiii) 任何下述人士：貴方發起的交易的接收方（但僅限於確定貴方為交易發起人所需之內容範圍）或向貴方發送交易的潛在發送方（但僅限於確認貴方作為交易預期受益人的身份所需之內容範圍）或已成功向貴方發送交易的任何人士（但僅限於確認貴方作為交易接收方的身份所需之內容範圍）；及
- (xiv) 本行真誠認為，因提供任何有關服務、貴方申請任何有關服務或為了執行貴方的指示，向其提供該等資料或文件屬合理的任何人士。

(c) 本行可將資料提供予上述人士，不論其位於何地，亦不論資料傳輸接收地域關於機密、銀行保密或資料保密的法律的嚴格程度之高低。

(d) 本行在本協議的任何條款項下之每一項使用或披露資料的權利（包括在下述本 10.1 條及下述第 10.2 條）亦可同時行使（而不影響）本行在本協議的其他條款項下或與貴方另行簽訂的任何其他協議下或任何適用法律下本行可能擁有的就資料使用或披露的任何其他權利。

## 10.2. 收集及使用個人資料。

- (a) 貴方同意，在本行與貴方開展正常業務關係的過程中（包括通過第三方服務提供商及使用數碼渠道時），本行可收集及持有關於貴方、貴方的股東、職員、員工、董事、實益擁有人、獲授權人及/或貴方所屬公司集團之任何成員及其股東、職員、員工、董事、實益擁有人、獲授權人及代理人及其他個人的個人資料。
- (b) 貴方保證，貴方已獲得並將繼續獲得及持續持有第(a)段所列人士的同意，可向本行提供及允許本行使用及披露其個人資料。貴方將根據本行要求向本行提供該同意的證明。
- (c) 貴方允許本行使用並向第 10.1 條(b)段所列人士披露本行收集的任何該等個人資料。
- (d) 當貴方向本行提供任何個人資料時，貴方確認貴方合法提供該等資料供本行為第 10.1 條規定的任何披露之目的加以使用及披露。

## 11. 終止及暫停

11.1. 終止及/或暫停有關服務。 除非另有規定，否則，本行提前至少 60 天向貴方發出書面通知後，可終止或暫停提供任何有關服務。除非本行另有要求，否則，貴方可提前至少 60 天書面通知本行以終止貴方使用的任何有關服務。本行或可接受更短的通知期。

**11.2. 本行立即終止及/或暫停有關服務。**

- (a) 若發生下列情形，本行無需向貴方發出通知或提供理由即可立即暫停或終止提供任何有關服務：
  - (i) 本行提供任何有關服務可能構成違反任何適用法律、違反本行的政策或違反本行與第三方的合約，或本行有理由懷疑任何有關服務被用於欺詐或非法的活動或交易或與之相關的方面，包括賭博、洗錢、資助恐怖主義或逃稅，或本行得知貴方組織中存在任何有關欺詐或不當行為的指控；
  - (ii) 本行合理認為或懷疑，在用於有關服務的任何電腦、硬件、系統、軟件、應用程式或設備上檢測到旨在允許未經授權進行訪問的任何電腦病毒或其他惡意、破壞性或有缺陷的編碼、代理程序、程序、巨集或其他軟件例程或硬件組件，或存在任何其他形式的安全漏洞或威脅（包括對任何第三方保安裝置或編碼的威脅）；
  - (iii) 任何第三方服務提供商停止或未向本行提供相關服務、協助或支持，或貴方不再被允許使用相關服務；
  - (iv) 任何有關貴方的可合理地被視為對本行構成經濟上的或聲譽上的損害的作為、不作為或事件；
  - (v) 貴方不遵守本協議的任何部分；
  - (vi) 貴方或貴方的任何部分業務或資產已被指定（或正在被指定）接管人及/或管理人、司法管理人、破產接管人、破產管理人、清算人、破產受託人或類似人士，或（無論是由貴方或任何其他人士）在任何司法管轄區採取任何措施，就下列各項提出申請或通過決議：任何資不抵債程序、破產呈請、清盤決議、破產管理、債務償還安排方案、司法管理，或採取任何類似措施或實施任何類似程序；及/或
  - (vii) 因法律的實施或法定權力的行使，任何人士（包括透過代理行事之人士）有權控制及處理貴方於本行的任何帳戶中的資產（或其任何部分）。
- (b) 本行無需事先通知貴方即可出於本行認為正當的任何理由隨時暫停使用任何有關服務，包括為維護或增進有關服務，或在發生不可抗力事件的情況下。
- (c) 若發生上文(a)或(b)段中的任何事件或情況，本行亦可暫停提供予貴方用於訪問任何有關服務的任何方法或途徑，及/或屬於任何有關服務之一部分或支持任何有關服務的任何操作系統、軟件或其他功能。

**11.3. 終止或暫停的效力。**

- (a) 任何有關服務的終止或暫停不應影響任何已產生的權利或責任，亦不應影響本行認為在終止後應繼續有效的任何條款。
- (b) 本行可繼續執行或處理在暫停或終止前收到的任何指示或任何現有交易，貴方的義務將繼續適用於任何該等指示或交易。
- (c) 當任何有關服務終止時，除非本行另行同意，否則貴方必須遵守本行終止程序及立即向本行支付貴方就該有關服務應付予本行的所有款項。

**11.4. 繼續有效的條款。** 在本行向貴方提供的所有有關服務均已終止，貴方對本行無任何欠款且本協議已終止後，本協議的下列條款將繼續適用：(a)第 6 條及貴方向本行提供的任何其他保證或彌償保證；(b)第 7 條及有關為本行利益免除或限制責任的任何其他條款；(c)第 8 條（第 8.2(b)條除外）；(d)第 10 條及有關允許本行披露任何資料、收集及使用任何個人資料的任何其他條款；(e)第 11.3 條和本第 11.4 條；(f)第 12.2 條及賦予本行抵銷權的任何其他條款；(g)第 13 條及有關本協議的管轄法律及解決與本協議有關的任何爭議之平台的任何其他條款；及(h)任何服務附件或司法管轄區附件中明確規定在終止後繼續有效的任何條款。

**12. 一般規定**

**12.1. 讓與及轉讓。** 未經本行事先書面同意，貴方不得讓與或轉讓本協議下任何權利或義務。未經本行事先書面同意，貴方不得在控制權變更後向任何貴方的承繼人及/或受讓人披露任何本行的機密資料。貴方同意，本行可讓與本行在本協議下或與本協議相關的所有或任何權利，及轉讓本行在本協議下或與本協議相關的全部或任何權利及義務，並另行以任何方式處理本行在本協議下的權利及義務。對於此類讓與、轉讓或其他處理，本行無需獲得貴方的同意。本行可將該等讓與及/或轉讓通知貴方。

12.2. **抵銷。** 本行有權將貴方欠本行或任何星展銀行集團成員的任何款項與本行或任何星展銀行集團成員欠貴方的任何款項進行抵銷，在每一種情況下，均不論是立即到期還是之後到期，亦不論付款地點、記帳分行或雙方款項的金額或貨幣。本行可隨時行使該項權利而無需事先通知。進行抵銷後，本行將在合理可行的條件下儘快通知貴方。若本行需要對任何待抵銷款項進行貨幣換算，本行將使用本行的現行匯率進行換算。

12.3. **本協議之變更。** 本行可變更、補充或替換本協議或本協議中的任何部分或任何條款，且在適當情況下，本行將就變更作出事先通知。除非法律另有要求，否則，該等變更將自本行通知之日起適用。若貴方繼續使用任何有關服務，即視為貴方同意該等變更。

12.4. **條款的可分割性。** 若本協議的任何條款根據任何司法管轄區的法律無法執行或不再有效，本協議的其他條款不受影響，且該條款在任何其他司法管轄區法律下的可執行性或有效性不受影響。

12.5. **放棄權利。** 本行放棄行使的任何權利或提供的同意只有在本行以書面形式簽署後方告有效。若本行決定不行使本行在本協議下的任何權利，並不代表本行將來不行使該項權利，亦不代表該項權利不再存在。

12.6. **累積性權利。** 除本協議另有明確規定外，本行在本協議下的各項權利和補救均是累積性的，並且是對本行與貴方之間任何其他協議下或任何法律下本行享有的所有其他權利和補救的補充。

12.7. **決定性記錄。** 若無明顯錯誤，本行的記錄是決定性的，且本行對本協議下或任何有關服務所涉及的費率、價格或金額所作的計算或釐定均是決定性的。

12.8. **記錄的可接納性。** 貴方同意本行的所有記錄在任何訴訟、申索或程序中均可被接納為主要證據，而無需原件被接納。貴方同意不得僅僅以該等記錄以電子形式納入及/或列示，或是由電腦系統生成或輸出為由，而質疑該等記錄內容的可接納性、相關性、可靠性、準確性、完整性或真實性。貴方特此放棄對此提出反對的任何權利。

12.9. **電子簽署。** 貴方確認並同意，在本行提供、允許或接受電子簽署的情況下，貴方及/或本行可以使用電子簽名及/或電子公章以電子方式簽署通用條款、相關司法管轄區附件、服務附件、表單、本協議的任何其他部分及任何其他相關文件，且就有效性、可執行性和可接納性而言，使用電子簽名及/或電子公章應作為貴方有意受此類文件法律約束的決定性證據。電子簽名及/或電子公章應採用本行自行酌情決定的形式，例如，本行可能指示使用指定的電子簽名平台生成及/或證明貴方的電子簽名及/或電子公章。

12.10. **第三方權利。** 除非本協議另有規定或法律要求，否則，只有本協議的當事方能執行其條款。撤銷或修訂本協議無需經非本協議當事方的任何人士同意。

12.11. **知識產權。**

- (a) 貴方知曉並同意，構成有關服務之一部分或與之相關而使用的任何文件、軟件（包括任何有關軟件）、數據、事項或流程中的所有知識產權均歸本行、本行的代理、任何第三方服務提供商或任何第三方銀行所有，貴方不享有、且對任何有關服務的運作或使用亦不賦予貴方該等知識產權中的任何權利、所有權或權益。若貴方向本行提供了任何被納入有關服務的意見，則貴方將貴方或貴方獲授權人就該等意見可能擁有的任何知識產權轉讓予本行。
- (b) 針對本行的有關軟件或構成有關服務之一部分或與之相關而使用的任何知識產權，貴方不得有對其加以干擾、篡改或以其他方式對其造成不利影響的任何行為，包括複製、分發、修改本行的任何數據和資料或對任何有關軟件實施反向工程。
- (c) 貴方必須協助本行調查任何侵犯第三方知識產權的申索，包括向本行提供本行可能合理要求的、關於貴方使用有關服務的任何相關文件或資料，以對此類申索進行抗辯。

12.12. **信託不被認可或無效。** 如果貴方根據本協議的任何條款需為本行以信託形式持有任何資產，如果該信託不被認可或不可強制執行，或未能成立或屬無效或成為無效，貴方應根據本行指示為本行之利益代表本行持有該資產。

12.13. **承繼人。** 本協議由本行及本行的承繼人、獲允許的受讓人和獲允許的承讓人受益，無論本行的構成或任何該等承繼人、獲允許的受讓人、獲允許的承讓人或透過前述人士獲得所有權的任何人士的構成因合併或其他交易而發生何等變更。

12.14. **對等文本。** 每份表單及本協議的任何部分均可採用多份對等文本方式簽立，其效力與各文本的有關簽署均在同一份文本上作出的效力相同。

### 13. 管轄法律及法律程序

- 13.1. 管轄法律。 本協議受服務提供商所在司法管轄區的法律管轄並依其解釋。
- 13.2. 司法管轄權。 貴方同意，與本協議有關的所有爭議應在服務提供商所在司法管轄區的法院解決。貴方同意放棄以該爭議解決平台不適當或不方便為由或其他理由對服務提供商所在司法管轄區的法院提出任何反對。貴方同意本行可在任何其他司法管轄區對貴方提起訴訟（無論是否同時提起），包括貴方擁有資產或開展業務活動所在的任何司法管轄區。
- 13.3. 主權豁免。 貴方放棄在任何司法管轄區貴方可能享有的對法律程序、判決前或判決後扣押或判決執行的任何主權豁免或其他豁免權。
- 13.4. 法律程序文件送達。
  - (a) 若本行要求，貴方同意及時指定一名法律程序文件送達代收人作為接收、接受及確認與本協議有關的任何法院程序文件的貴方代理。若指定的任何送達代收人不再擔任或無法擔任貴方的送達代收人，貴方必須及時指定一名替代送達代收人來接收法律程序文件的送達。
  - (b) 若貴方未能於規定時間指定送達代收人，本行可指定其他送達代收人代貴方行事，費用由貴方自行承擔。
  - (c) 貴方必須將送達代收人的名稱/姓名及地址告知本行。

## B 部分 - 帳戶及相關服務

### 1. 一般帳戶條款

- 1.1. 適用性。 本部分規定了在本行向貴方提供本 B 部分所載任何帳戶、帳戶相關的有關服務或 other 有關服務的情況下應予適用之條款及細則。要求。，本行可規定各項要求，包括貴方帳戶於開立時須存入之金額限制，本行接受的貨幣，適用的費用和費率，及本行可能告知貴方的任何其他要求。關於利息支付：
  - (a) 本行可根據本行的規程及政策支付貴方計息帳戶的利息。若利率為負數，貴方帳戶（包括停用或不活躍帳戶）的利息費用將根據本行的規程及政策釐定並支付。
  - (b) 除非本行另有說明，否則往來帳戶、已關閉或停用帳戶及不活躍帳戶均非計息帳戶。若貴方關閉一個貴方必須向本行支付利息費用的帳戶，則貴方必須支付截至貴方關閉帳戶之日（不含該日）的利息費用。
- 1.3. 更改貴方的帳戶。 本行可在事先通知貴方的情況下以任何理由更改貴方的帳戶號碼。本行可將貴方的帳戶轉換為其他類型的帳戶，但本行會事先與貴方協商。
- 1.4. 付入貴方帳戶的款項。
  - (a) 款項可透過本行接受或同意的方式以本行接受的貨幣存入貴方帳戶。本行可能會按本行告知貴方的費率就某些付款方式向貴方收費。本行將根據本行正常的銀行業務慣例決定何日將該等款項記入貴方帳戶存款項下。
  - (b) 若款項透過需要結算及交收的任何方式或本地或國際轉賬方式付入貴方帳戶，則在本行實際收到資金之前，本行不必將該等款項記入貴方帳戶存款項下。
- 1.5. 貴方帳戶的提款和付款。
  - (a) 貴方可透過貴方與本行約定的任何方式從貴方帳戶提款或透過貴方帳戶進行付款。在某些情況下，本行可能需要或允許貴方以不同於貴方帳戶所持貨幣的其他貨幣提款或付款。若本行這樣做，本行在提款時的匯率將適用。
  - (b) 貴方必須在帳戶中保留足夠的立即可用資金，以涵蓋所有付款和提款。若由於帳戶中立即可用資金不足而無法從貴方帳戶中提款或付款，本行可能會就提款或付款不成功向貴方收取約定費用。若貴方帳戶中沒有足夠資金，而本行決定允許從貴方帳戶付款或取款，貴方的帳戶將被透支。
  - (c) 本行可就貴方帳戶的提款和付款設置要求，包括設置限額或要求貴方就大額提款和付款（由本行決定）通知本行。
- 1.6. 透支帳戶。 若貴方帳戶已透支，一經要求貴方必須立即支付所有透支金額，並按本行現行利率和費率支付任何利息及任何其他費用。若透支金額未於同一個營業日付入貴方帳戶，本行仍會收取利息及其他收費。

1.7. 資金錯誤入帳。 若資金錯誤地記入貴方帳戶存款項下，本行可立即從貴方帳戶中扣減該等資金，而無需通知貴方。本行會將該錯誤及本行扣減的金額告知貴方。若貴方已使用或提取該等資金，貴方必須在本行將該錯誤告知貴方後儘快將資金退還予本行。

1.8. 關閉帳戶。 本行可能需要貴方在關閉帳戶之前提取貴方帳戶中的所有資金。若貴方帳戶在被本行關閉時仍有存款餘額，則本行將透過郵寄本票或銀行匯票的方式或貴方與本行約定的任何其他方式向貴方支付該等餘額（其中扣減貴方對本行所欠的任何金額）。當貴方帳戶被關閉時，貴方必須及時向本行支付貴方對本行所欠的所有金額。當貴方帳戶被關閉或停用時，本行可能會終止或暫停與該帳戶相關的所有有關服務。

1.9. 帳戶扣減及合併。 除銀行留置權外，本行有權將貴方欠本行或任何星展銀行集團成員的任何款項（不論是立即到期還是之後到期）記入貴方帳戶的借款項下。本行可隨時行使該項權利而無需事先通知貴方，即使這樣做會使貴方帳戶透支。本行行使該等權利後，將在合理可行的條件下儘快聯絡貴方。本行亦可合併貴方在本行的所有或任何帳戶。若本行需要對貴方帳戶中的款項進行貨幣換算，本行將使用本行屆時的現行匯率進行換算。若貴方要求本行從某一帳戶進行付款，貴方確認本行接受貴方的要求並不影響本行在本條項下之權利。

1.10. 無抵押。 除非本行允許，否則貴方不得就貴方在本協議項下及任何帳戶內的存款餘額及權利為任何人士創設任何抵押或授予任何權利。若本行允許貴方這樣做，本行將有權對貴方帳戶施加額外的條款及細則。

1.11. 外匯風險。 在下列情況下，貴方接受因外匯匯率變動而導致的貴方資金價值損失：

- (a) 貴方以不同於貴方帳戶貨幣的貨幣進行存款、提款或轉賬；
- (b) 轉賬或付款不成功時退回貴方帳戶的款項所用貨幣不同於貴方帳戶貨幣；或
- (c) 本行需就貴方帳戶或貴方所用的任何有關服務所涉及的相關費用、收費、支票或任何交易進行貨幣兌換。

貴方同意本行可按本行屆時適用的現行匯率將資金兌換為貴方帳戶的貨幣。

1.12. 受限於外匯管制之貨幣。

- (a) 某些貨幣可能受限於外匯管制或法律規定的其他限制（「受限制貨幣」）。受限制貨幣面臨可兌換性和可轉移性風險及外匯匯率風險。本行有權決定何種貨幣將被本行視為受限制貨幣。
- (b) 若某一項有關服務涉及受限制貨幣，該等風險和限制或影響受限制貨幣的任何其他法律可能會影響本行向貴方提供或繼續提供該有關服務的能力。本行可：
  - (i) 暫停、終止或拒絕執行任何涉及受限制貨幣的指示或交易；
  - (ii) 按本行不時作出的決定，立即更改與受限制貨幣相關的條款或對涉及受限制貨幣的有關服務設置使用條件；及
  - (iii) 向任何相關機構、結算銀行、國內代理銀行或其他銀行、結算或交收機構、組織、系統或第三方代理報告與貴方或涉及受限制貨幣的任何有關服務相關的任何交易及資料。
- (c) 若本行沒有充足數目的該受限制貨幣，或者任何法律、政府、司法或監管機構暫停、禁止或限制轉賬或兌換，則本行可限制或拒絕受限制貨幣的支付或提取，且本行不必退還受限制貨幣或支付任何其他替代貨幣。

## 2. 外幣

2.1. 外幣交易。 就外幣帳戶而言：

- (a) 本行有權決定是否可以外幣進行任何匯款或提款。此項有關服務可能無法適用於所有貨幣。
- (b) 對於任何外幣交易，本行可用等值的當地貨幣進行全額或部分付款。本行可能會要求貴方在提款之前提前通知本行（通知期由本行決定）。

2.2. 稅務、貨幣及其他風險。 就外幣帳戶而言：

- (a) 若發生任何情況，導致本行無法履行本行就該外幣帳戶對貴方所負有之義務或該等履行不切實可行，則本行可選擇用其他貨幣向貴方支付貴方帳戶中資金。
- (b) 若本行合理決定本行無法有效使用存入本行之外幣資金，則本行可停止或減少利息支付，向貴方收取額外費用，或將該等資金兌換為本行指定的另一可自由轉移的貨幣。

### 3. 一般支付服務

3.1. 可接受的支付形式。 根據本行的酌情決定權及本行可能設定的任何要求，本行可接受的貴方帳戶收付款形式為：電匯、本地轉賬、直接付款及本行批准的其他方式。

3.2. 支付指示。

- (a) 當從貴方帳戶中轉出任何資金時，貴方有責任確保向本行提供正確及完整的資料（包括將要接收資金轉賬之人士的詳情）以進行轉賬。本行無需檢查貴方在指示中提供予本行的任何資料。
- (b) 本行將在收到貴方指示後儘快按照本行有關指示處理的慣常安排處理貴方的轉賬要求。
- (c) 本行無法保證收款人或其銀行以已結算資金收到資金轉賬或付款的時間，或該等資金記入收款人帳戶存款項下的時間。
- (d) 針對任何國際支付，貴方授權本行向第三方服務提供商或受益人的銀行發送指示及其他資料。第三方服務提供商可能會收取佣金、費用或收費，該等費用應由貴方或收款人另外支付，或從支付予收款人帳戶的資金中扣除。第三方服務提供商可在進行支付前將款項兌換為其首選貨幣。
- (e) 只有當本行收到外國代理行的確認，告知轉賬已被取消或退回，本行方會退款。退款金額將為實際退給本行的退款金額，並且(如適用)將按退款時本行現行匯率計算。

3.3. 要求及限制。 本行可設定資金轉賬要求，包括轉賬金額的任何每日限額或每筆交易限額，或最大交易宗數限制。

3.4. 常行指示。 本行可隨時以書面形式通知貴方而終止任何常行指示安排。本行保留在不通知貴方的情況下終止該等安排的權利。若收款人不按本行要求的方式接受付款，或貴方帳戶中沒有充足資金支付該等款項及貴方對本行所欠的任何其他款項，則本行無需執行任何常行指示。

### C 部分- 定義及解釋

#### 1. 定義

在本協議中，除非上下文另有所指：

**帳戶**指貴方於任何司法管轄區在本行所開立之每一個帳戶或貴方在本行所存入之每一筆存款（包括任何儲蓄帳戶、往來帳戶、定期存款、結構性存款或任何其他類型的帳戶或存款）。

**關聯公司**就某一法團而言，指控制該法團、受其控制或與其共同受他人控制之任何其他法團。在本定義中，若某一法團直接或間接擁有另一法團超過半數的已發行股本或有權指定該另一法團管理機構超過半數的成員，則該法團視為「控制」該另一法團。

**約定貨幣**指由貴方與本行約定為本協議項下任何有關服務進行任何付款時所用之貨幣，或者若無此約定，按本行適用於該有關服務的慣例而定，或本行通知貴方之貨幣。

**協議合**指適用於本行有關服務的通用條款、司法管轄區附件、服務附件及表單，包括對前述各項加以修訂、補充或替代的任何文件。

**獲授權人**指經貴方（或如適用，貴方代理）允許可根據本協議申請、操作、訪問或使用任何有關服務或數碼渠道或履行任何行為、酌情決定權或職責之任何人士，包括客戶自助管理員。

**營業日**指服務提供商所在司法管轄區的銀行對外營業的任何日子（星期六或星期日或法定公眾假期除外）及：

- (a) (就支付或購買歐元之外的其他貨幣而言) 該貨幣國主要金融中心的銀行對外營業的日子；及
- (b) (就支付或購買歐元而言) 歐洲中央銀行體系營運的實時全額結算系統（或該系統的任何承繼系統或組織）開放進行歐元結算的日子。

**通用條款合**指本文件 A 部分 - 通用條款及細則 部分和 C 部分- 定義及解釋 部分。

**信件**指任何帳戶結單、確認、信函、表單、信件、通知、報告或其他書面通訊。

**CRS** 指通用報告標準。

**星展銀行集團成員**指 DBS Bank Ltd. 及其每一分行、母公司、代表處、代理機構、子公司和關聯公司（包括任何子公司或關聯公司的任何分行或代表處）（合稱**星展銀行集團**）。

**指定帳戶**，就往賬 (nostro) 代理有關服務而言，指經本行批准的每個未被撤銷、關閉、凍結或停用的帳戶。

**數碼渠道**指向貴方提供有關服務時所使用的任何軟件、電子通訊、網站、網絡、應用程式或平台，包括電話理財、本行提供用於現金及/或支票存取之自動櫃員機及該等其他設施。

**數碼保安編碼器**指任何形式的智能卡、保安編碼器或其他類似身份認證或核實裝置。

**特殊事件**指：

- (a) 影響貨幣或資金可用性、可轉換性、信用或轉移的任何性質任何形式的外匯管制限制；
- (b) 對司法管轄區、實體或個人所負有的任何形式的債務或其他延遲償還；或
- (c) 任何貨幣貶值、重新計值或取消流通。

**FATCA** 指海外帳戶稅收合規法案。

**不可抗力事件**指任何支付或通訊系統故障、斷電、電腦故障、機械故障、任何硬件、軟件或電信鏈接出現故障、問題或錯誤、政府限制、干預、緊急程序、貿易暫停、內亂、恐怖主義行為或威脅會發生的恐怖主義行為、自然災害、戰爭、流行病疫情、傳染病疫情、罷工、對於財政、政治、金融或經濟狀況的重大變更或超出本行控制範圍的任何其他情況。

**表單**指由貴方或貴方代表就一項或多項有關服務的提供而簽署或接受的任何開戶表、申請表、更改表格、指示單、提款單或類似文件（無論是採用實體、電子或其他形式）。

**一般銀行業務條款及細則（適用於銀行）**具有上文「關於本文件」一節中所賦予的含義。

**工具**指任何支票、匯票、本票、債券、票據及其他支付或托收工具、指示或指令以及為托收目的而存放於本行的工具。

**國際支付**指：

- (a) 從一個帳戶向另一個在該帳戶所在司法管轄區之外的另一司法管轄區境內的收款帳戶所進行之支付；或
- (b) 以當地貨幣之外的貨幣從一個帳戶向另一個在該帳戶所在司法管轄區境內的收款帳戶所進行之支付。

**司法管轄區附件**指被本行指定或稱為司法管轄區附件的任何文件或文件任何部分。

**法律**指本行所確定之任何相關司法管轄區內的任何政府組織、機構、部門、稅務機構或其他權力機構或組織的任何成文法、普通法、衡平法原則、命令、規定、條例、官方指令、要求、業務準則或指引（無論是否具有法律效力）。

**當地貨幣**指服務提供商所在司法管轄區使用的主要貨幣或本行所確定之其他貨幣。

**部分**具有本文件「關於本文件」一節中所賦予的含義。

**PIN 碼**指適用於相關的有關服務的個人識別碼。

**受限制貨幣**具有本文件 B 部分第 1.12 條所賦予的含義。

**受限制方**指符合下列任何情況之人士：(i)被列入任何制裁名單、由被列入制裁名單之人士擁有或控制、或代表被列入制裁名單之人士行事；(ii)位於全國或全地區受到制裁之國家或地區境內，依照該等國家或地區的法律註冊成立，由位於該等國家或地區境內或依照該等國家或地區的法律註冊成立之人士擁有或控制，或代表該等人士行事；或(iii)因其他原因成為制裁對象。「**制裁對象**」指經法律禁止或限制不得與美國人士或其他制裁機構的國民開展貿易、業務或其他活動之人士。

**制裁**指制裁機構不時頒佈、施加、實施或執行的與經濟、金融或貿易制裁或禁運相關的任何適用法律。

**制裁機構**具有適用的司法管轄區附件所賦予的含義。

**制裁名單**具有適用的司法管轄區附件所賦予的含義。

**抵押/抵押品**指為任何人士的任何義務提供保證的抵押、押記、質押、留置權或其他抵押權益或具有類似效果的任何其他協議或安排。

**有關服務**指根據本協議任何部分（包括服務附件或司法管轄區附件）由星展銀行集團成員向貴方提供或可由星展銀行集團成員向貴方提供的任何銀行產品或服務，包括貴方在該等銀行產品或服務下與該星展銀行集團成員達成之任何交易。凡提及有關服務均包括本行透過其向貴方提供有關服務的數碼渠道。

**服務提供商所在司法管轄區**指向貴方提供有關服務的提供商所在之司法管轄區。提供有關服務的星展銀行集團成員將在相關的表單中列明或由本行以其他方式告知貴方。

**服務附件**指由本行指定或被稱為服務附件的任何文件或文件任何部分。包括本文件的 B 部分 - 帳戶及相關服務部分（該部分屬於服務附件）。

**有關軟件**指本行在提供有關服務過程中可附帶提供予貴方之任何軟件（包括 API 和軟件開發工具包）。

**SWIFT** 指 S.W.I.F.T. SCRL，一家比利時有限責任合作社團。

**稅務合規要求**指在下列任何一項下或根據下列任何一項施加予任何星展銀行集團成員的任何義務或要求或適用於任何星展銀行集團成員的指引：任何法律；或向當地或外國法律、監管、政府、稅務、執法或其他權力機構、或金融服務提供商的自我監管或行業組織或協會作出的、因本行或任何星展銀行集團成員在該等機構、組織或協會所在司法管轄區內擁有或開展金融、商業、業務或其他利益或活動或者擁有或開展與該等司法管轄區相關的金融、商業、業務或其他利益或活動而由本行或該等星展銀行集團成員承擔的或對本行或該等星展銀行集團成員施加的任何現在或未來的合約承諾或其他承諾。

**稅費**指任何適用法律要求的稅費（包括利得稅、資本增益稅、預扣稅、商品和服務稅及增值稅或間接稅）、徵稅、徵費、收費、關稅（包括印花稅和交易稅）或任何類似性質的預扣（包括任何應付的相關罰款或利息）。

**第三方銀行**指除本行之外的任何銀行或金融機構。

**第三方服務提供商**具有本文件 A 部分 - 通用條款及細則部分第 5.1 條所賦予的含義。

**第三方保安裝置**指由第三方提供的保安裝置。

**用戶編號**指貴方或貴方任何獲授權人就任何有關服務指定或選定之任何唯一身份識別方式（包括用以防止他人在未經授權情況下使用和訪問的密碼）。

## 2. 解釋

在本協議中，亦將適用下列規定，除非上下文另有要求：

- 2.1. 「**本行**」、「**我們的**」或類似表述指服務提供商所在司法管轄區境內的相關星展銀行集團成員，並且在該星展銀行集團成員決定的情況下，包括代表任何星展銀行集團成員行事的任何代理。
- 2.2. 「**貴方**」、「**貴方的**」或類似表述指向本行申請及/或本行同意根據本協議向其提供相關表單或其他相關文件中列明的任何有關服務的一名或多名人，並且在上下文要求的情況下，亦指貴方獲授權人或貴方代理。
- 2.3. 「**人士**」包括個人、合夥、法人組織、非法人社團、政府、國家、國家機構和信託。
- 2.4. 凡提及貴方、本行或任何其他人士時，亦指其遺囑執行人、遺產代理人及獲允許的受讓人、承讓人或承繼人。
- 2.5. 「**可/可能**」指本行酌情決定認為本行能夠行使相關權利或採取相關行動，但本行不一定需要作出該等行動。
- 2.6. 若本行有權就任何事項做出任何決定或行使酌情決定權（包括決定是否同意任何要求或決定任何事項並通知貴方），本行可依本行絕對酌情決定權確定之方式行使該等權利或酌情決定權。
- 2.7. 「**包括**」及類似表述指「包括但不限於」。
- 2.8. 任何示例清單均並非決定性。該等清單並不僅限於該等示例或類似示例。
- 2.9. 凡提及「**法律**」，亦指該等法律的任何修訂或重新頒佈及相關法例或法律。
- 2.10. 任何文件均包括其任何修訂或補充或替代文件。
- 2.11. 若本行有權暫停某一有關服務，亦表明本行有權凍結某一帳戶。
- 2.12. 「**損失**」指任何損失、損害、罰款、罰金、費用、收費、開支或申索，無論是直接的、間接的、特殊的、懲罰性的、附帶的或結果性的，金融還是其他方面的，亦無論是否是在合約下產生（包括因申索或法律程序而發生之法律費用及開支和費用）。
- 2.13. 「**指示**」包括「要求」、「指令」、「匯率指令」、「申請」或類似表述，視上下文要求而定。
- 2.14. 凡提及一日中的時間均指由本行決定之服務提供商所在司法管轄區相關城市的時間。
- 2.15. 單數形式包括複數含義，反之亦然。
- 2.16. 凡提及某一性別時均包括所有其他性別。
- 2.17. 標題僅為方便查閱而設，不影響條文解釋。
- 2.18. 凡提及「**部分**」均指一般銀行業務條款及細則（適用於銀行）下的某一部分。
- 2.19. 凡提及某一部分、服務附件或司法管轄區附件中的某一「**附錄**」、「**條/款**」或「**附件**」均指該部分、服務附件或司法管轄區附件中的某一條款。

2.20. 除非本行另行訂明，否則下列文件之間若有任何不一致之處，則就不一致之處而言，任何排序較前的文件之條款將優先於任何排序較後之文件：

- (a) 司法管轄區附件；
- (b) 服務附件；
- (c) 表單；及
- (d) 通用條款。

2.21. 服務附件及表單之條款僅就該服務附件及/或該表單項下特定的有關服務而言具有優先性。

## HONG KONG JURISDICTION SCHEDULE

This is a Jurisdiction Schedule as referred to in the General Banking Terms and Conditions (For Banks). It will only apply where you open an Account with a DBS Group Member located in Hong Kong or where a DBS Group Member located in Hong Kong provides you with any Service.

### **1. Using stamps or similar instruments**

- (a) You must not use stamps, seals, chops or similar instruments in any cheques or Correspondence with us, unless you tell us first and we agree to this.
- (b) You must tell us immediately if any seal, chop or identification we accept for use with any Service is lost, destroyed, damaged or changed. We are not liable for any loss from a payment or transaction occurring before you notify us and we have had reasonable time to act on your notice. This is unless (and only to the extent) the loss is caused directly by our negligence or wilful misconduct.

### **2. Accounts**

#### **2.1. Withdrawals.**

- (a) Cash withdrawals may be made by presenting a duly signed and completed Form or any other documentation we may require.
- (b) You cannot make cash withdrawals by cheque, bill of exchange or other negotiable instrument (used in place of cash).
- (c) Any payment we make to any person who produces the documents required under paragraph (a) above will have the same effect as if that payment had been made directly to you, and we will have no further liability to you or to any other person. We may (but need not) refuse to make this payment.
- (d) If you want to withdraw cash in a specific currency, this will depend on the cash we have available in that specific currency. You may have to give us notice beforehand.

#### **2.2. Dormant Accounts.** If your Account is maintained in Hong Kong and we consider it to be dormant:

- (a) We may stop paying interest on such Account and charge a dormant account fee.
- (b) Before charging a dormant account fee on such Account for the first time, we will give you 30 days' notice. We may deduct all dormant account charges from the Account without giving you further notice. We may do this until the Account balance reaches zero. We will then close the Account without giving you any further notice.

### **3. RMB Services**

#### **3.1.** For the purpose of Clause 1.12 of Part B, we consider RMB to be a Restricted Currency. The provisions of Clause 1.12 of Part B apply to Services and transactions involving RMB.

#### **3.2.** The following are given as illustrations of the types of risks which you may encounter with Services and transactions involving RMB:

- (a) Restrictions under the Laws of the PRC or other applicable jurisdictions apply to transfers of RMB into and out of the PRC. You agree that RMB transactions involve extra currency risk as a result of currency, convertibility and other restrictions which are or may be imposed under the RMB Rules and which may affect the availability or convertibility of RMB, the availability of RMB transactions (including the exchange and conversion of RMB through banks in Hong Kong or elsewhere) or gains or losses arising from RMB transactions.
- (b) You may be taking on our credit risk with respect to payments due under certain transactions entered into with us in RMB.
- (c) Certain RMB transactions may be susceptible to interest rate fluctuations, which may adversely affect their mark-to-market value.
- (d) There is a general risk of market failure which arises from political or financial or macro-economic developments.
- (e) There is a risk that default due to, for example, credit failure, will lead to consequential legal and enforcement problems.

#### **3.3.** The above is not an exhaustive list and does not purport to disclose all of the risks or other considerations relevant to Services and transactions involving RMB. You should not use any Services or enter into transactions involving RMB unless all risks are fully understood and you have independently determined that such Service or transaction is suitable for you in the light of your objectives, experience, financial, risk management and operational resources and other relevant circumstances.

### **4. Processing of Instructions and Transactions**

We will process and give effect to your instructions and any transaction in accordance with our usual business and operational practice and subject to any applicable processing or cut-off times. Normally, we will do so during our usual business hours on a Business Day. However, we may not be able to process or give effect to your instruction or a transaction outside our usual business hours on weekdays, Saturdays, Sundays, public holidays, or during a black rainstorm signal or a typhoon signal number 8 (or above), in which case we may only be able to do so on the next Business Day.

## 5. Digital channels

### 5.1. Biometric credentials.

- (a) In order to use biometric credentials with any digital Service, you must have (1) activated the biometric authentication function on your mobile device; (2) registered your biometric credentials on your mobile device; and (3) registered for the biometric login function under the relevant Service. Upon activation of the biometric login function of the relevant Service, all the biometric credentials stored on your mobile device will be capable of being used to authenticate you in connection with the use of the Services.
- (b) You agree to only store your biometric credentials on your mobile device and you understand that upon the successful activation and registration of the biometric login function with our digital Services, any biometric credentials that are stored on your mobile device can be used to access digital Services, including to carry out transactions relating to your Account(s).
- (c) You should ensure the security of the password or code that a person can use to register, add or vary the biometric credentials on your mobile device.
- (d) You acknowledge that the authentication function is performed by a Service by interfacing with the biometric authentication module on your mobile device and that you agree to this authentication process.
- (e) You acknowledge and agree that, for the purposes of biometric login, our digital Services will be accessing the biometric credential registered on your mobile device, and you hereby consent to us accessing and using such information for the provision of digital Services.
- (f) Subject to the other terms and conditions in the Agreement:
  - (i) you understand that the biometric authentication module of your mobile device is not provided by us, and we make 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) we do not represent or warrant that biometric authentication will be accessible at all times, or function with any electronic equipment, software, infrastructure or other Services that we may offer from time to time;
  - (iii) unless a Law prohibits us from excluding or limiting our liability, we are not liable for any loss you incur in connection with the use or attempted use of the biometric login function of our digital Services (including any instructions or any unauthorised transactions arising from the use of the biometric login function to access our Services); and
  - (iv) you agree to indemnify us against all losses which we may incur in connection with any improper use of the biometric login function or the use of any other biometric credentials in connection with our Services.

### 5.2. Electronic instructions and electronic signatures.

- (a) Without prejudice to the generality of any other provision of the Agreement, you acknowledge, agree, represent and warrant that:
  - (i) any and all transactions entered into by you or your Authorised Persons in connection with the Services (including those effected electronically);
  - (ii) any instruction referable to you or your Authorised Persons (including those given electronically); and/or
  - (iii) the use of any security code and/or electronic signature by you or your Authorised Persons (including any codes generated electronically),
 in each case:
  - (A) constitutes your and/or your Authorised Person's assent and agreement to be bound by any terms and conditions specified by us in connection therewith;
  - (B) shall be deemed to have been duly signed, executed and accepted by you;
  - (C) shall be legally valid, binding and enforceable against you, and we shall be deemed to be authorised to act upon and rely on the contents thereof;
  - (D) shall be deemed to originate from and be validly transmitted by you and/or your Authorised Person;
  - (E) is recognised, valid, binding and enforceable as a matter of Law; and
  - (F) does not violate, breach or conflict with or constitute a default under any Law, regulation, rule, judgment, contract or other instrument binding on you, your Authorised Persons or your constitutional document.
- (b) You further represent and warrant to have taken all steps and corporate action necessary to authorise and be bound by the transactions, instructions, electronic signatures, security codes and the matters referred to in this Clause 5.2.

- 5.3. **Online Applications for Accounts and Services.** You acknowledge that any information set out in the Forms submitted through Digital Channels may only be encrypted and secured upon transmission to us. You acknowledge and agree that we use commercially reasonable security procedures to (if applicable): (a) verify that such information originates from you or your Authorised Persons; (b) verify that such information is not altered during transmission to us; and (c) indicate your intention in respect of the Form submitted, and that such security procedures are as reliable as appropriate for such purposes.

## 6. Phone Banking Services

- 6.1. **Use of the Phone Banking Services.** Phone Banking Services may only be accessed with the Phone Banking PIN issued for the relevant Account. You may use the Phone Banking Services to request or accept specified Services from time to time offered by us subject to any applicable terms and conditions and to give Telephone Instructions to us.

6.2. **Acceptance of Telephone Instructions.** Once any Telephone Instructions have been acknowledged by us, they are treated as accepted and binding and any amendment, cancellation or reversal is not normally possible. We may, at our sole discretion, agree to effect any such amendment, cancellation or reversal. We reserve the right to reject certain types of instructions given by way of Telephone Instructions.

6.3. **Confirmation of Telephone Instructions.** Each Telephone Instruction will be confirmed by a confirmation reference number, if applicable, given during the same telephone call.

6.4. **Exchange Rate / Interest rate.** Any exchange rate or interest rate quoted by us in response to a Telephone Instruction is for reference only and shall not be binding on us unless confirmed by us for the purpose of a transaction. If you accept such confirmed exchange rate or interest rate through the Phone Banking Services, you agree to be bound by such confirmed rate even if a different exchange rate or interest rate might have been quoted by us at the relevant time through other means of communication.

## 7. Clearing House Rules

In connection with any transactions in US dollars, Euro or RMB (as the case may be) which are cleared or settled using the US dollar, Euro or RMB clearing system in Hong Kong (where applicable), you agree to the following:

- (a) You acknowledge that (i) the operation of the US\$ clearing system will be subject to the US Dollar Clearing House Rules and the US Dollar Operating Procedures referred to therein (as the same may be modified from time to time) (together the “**US Dollar Clearing House Rules**”), (ii) the operation of the Euro clearing system will be subject to the Euro Clearing House Rules and the Euro Clearing Operating Procedures referred to therein (as the same may be modified from time to time) (together the “**Euro Clearing House Rules**”) and (iii) the operation of the RMB clearing system will be subject to the RMB Clearing House Rules and the RMB Operating Procedures referred to therein (as the same may be modified from time to time) (together the “**RMB Clearing House Rules**”).
- (b) You agree that, without prejudice to the above, the HKMA does not owe any duty or have any liability to you or any other person for any loss (including loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the HKMA knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:
  - (i) anything done or omitted to be done by the HKMA or by the settlement institution of the US Dollar clearing system, HKICL or any member of (as the case may be) the US Dollar Clearing House, Euro Clearing House or RMB Clearing House in managing, operating or using the relevant clearing facilities or any part of them (including if the settlement institution, the relevant clearing facilities or any member of the relevant clearing house is suspended or no longer exists); and
  - (ii) without prejudice to paragraph (i) above, the giving of any notice, advice or approval in relation or pursuant to the US Dollar Clearing House Rules, Euro Clearing House Rules or RMB Clearing House Rules (as the case may be).

## 8. Protecting us against loss

8.1. **Negligence.** To the extent any provision of the Agreement provides that we are liable for any losses caused by our “gross negligence” (or that we are not liable except if we have acted with “gross negligence”), such provision shall be amended such that the words “gross negligence” (when referring to us) shall be read and construed as “negligence”.

8.2. **Extent of our liability.** Nothing in the Agreement will exclude or limit our liability for loss arising from our or our employees’ fraud or which is caused directly by our or our employees’ negligence or wilful misconduct.

## 9. Sanctions, anti-money laundering, anti-bribery and corruption and counter-terrorism financing laws

For the purpose of the Agreement:

- (a) **Sanctions Authority** means any sanctions or regulatory authority or governmental institutions and agencies that may issue Sanctions that a relevant DBS Group Member may be required or accustomed to comply with.
- (b) **Sanctions List** means lists which are prescribed by governmental and/or regulatory authorities for the purpose of Sanctions and include but are not limited to any list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities.

## 10. Suspicious payee account alerts for money transfer

### 10.1. Alerts and Money Transfers.

- (a) This Clause 10 applies to the Alerts and the Money Transfers as defined in paragraph (b) below. If there is any inconsistency between this Clause 10 and the other terms and conditions of the Agreement, this Clause 10 will prevail insofar as the Alerts and Money Transfers are concerned. You confirm, acknowledge and agree that, by making any Money Transfer, you have accepted and will be bound by this Clause 10.
- (b) For the purpose of this Clause 10:
  - “**Alert**” means a warning message that a Money Transfer or the relevant payee or payee account may involve fraud or scam.
  - “**Anti-fraud Database**” includes any anti-fraud search engine and/or anti-deception database (including Scameter) operated or managed by the Hong Kong Police Force or any other law enforcement agency or governmental body or regulatory authority of Hong Kong, whether it is accessible by the public in general or by designated entities or organisations.

**“Money Transfer”** means a transfer of money by you through us via any channel or means or in any currency determined by us from time to time, including through one or more of the Digital Channels, electronic banking, e-wallet, mobile banking, automated teller machine, cash deposit machine and bank counter at any of our branches, whether the payee account is maintained with us or not; and where the context requires or permits, includes an instruction given by you to us to make a Money Transfer.

10.2. **Reason for sending Alerts.** The Alerts are intended to help you stay vigilant against frauds, scams and deceptions when making Money Transfers. You shall not take the Alerts as replacing your responsibility for safeguarding your own interests, money and assets from fraud or other illegal activities. By sending an Alert to you, we do not assume any such responsibility on your behalf.

10.3. **Our role, responsibilities and limitation of liability.**

- (a) You acknowledge and agree that we:
  - (i) do not control the management, operation or any other aspect of any Anti-fraud Database;
  - (ii) compile the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and
  - (iii) do not compile any Alert relating to a payee, a payee account or a transaction if no information in relation to it is available from any Anti-fraud Database.
 Therefore, you acknowledge and agree that we cannot and do not warrant whether any information available from any Anti-fraud Database is complete, true, accurate or up-to-date, or that any Money Transfer for which you do not receive an Alert is not fraudulent or that any Money Transfer for which you receive an Alert is fraudulent. Our records of our delivery of any Alert to you and any response from you whether to proceed with or cancel a Money Transfer shall have conclusive effect in the absence of manifest error.
- (b) We may compile and deliver an Alert in such ways as we consider appropriate. We have sole and absolute discretion to determine and/or vary, from time to time and without further notice to you, the contents of any Alert, the channels or means through which any Alert is delivered, and/or the currency(ies) of any Money Transfer, having regard to our needs and the feedback, comments, guidance and/or recommendations from any relevant person. Relevant persons may include any law enforcement agencies or other governmental bodies, or regulatory authorities or industry associations of Hong Kong. We may deliver any Alert to you through Digital Channels or by electronic or other means.
- (c) We are not liable for any loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with any information available or omitted from any Anti-fraud Database, or any delay, unavailability, disruption, failure, error of or caused by any Anti-fraud Database, or arising from any circumstances beyond our reasonable control.
- (d) We are not liable for any loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with any Alert (or any delay or unavailability of any Alert), or the processing, execution or cancellation of any Money Transfer affected by an Alert (or by any delay or unavailability of any Alert), except to the extent such loss, damage or expense incurred or suffered is direct and reasonably foreseeable, and arises directly and solely from our negligence or wilful default or that of our officers, employees or agents.
- (e) In no event will we, our Affiliates, the DBS Group Members, our licensors, and our and their respective officers, employees and agents be liable to you 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).
- (f) Nothing in this Clause 10 is intended to exclude or restrict any right or liability to the extent it may not be lawfully excluded or restricted.

10.4. **Your responsibilities.** You are responsible for taking reasonably practicable steps to safeguard your own interests, money and assets from fraud or other illegal activities. You are responsible for checking and ensuring that the payee, the payee account, the transaction and the transaction details are real and trustworthy in each case. You should consider carefully whether to proceed with or cancel a Money Transfer affected by an Alert. Your decision to proceed with or cancel a Money Transfer affected by an Alert is binding on you and you will be solely responsible for the consequences.

**11. Applicable Local Practice**

Any reference to a Law under the Agreement includes, unless the context otherwise requires, a reference to Applicable Local Practice. Our relationship with you under the Agreement, including the provision of any Account or Service to you, is subject to our observance of and compliance with Applicable Local Practice. Notwithstanding the terms of the Agreement, you agree and acknowledge that:

- (a) we may do anything which may be required for us in order to comply with and follow any Applicable Local Practice;
- (b) we will not need to do anything required of us in the Agreement if doing so would or might in our reasonable opinion result in a breach of or our non-compliance with any Applicable Local Practice; and
- (c) we will not be responsible or liable for any consequences (including any loss which you or any other person may suffer or incur) as a result of our compliance with any Applicable Local Practice.

**12. Disclosure of customer information and Personal Data**

- (a) Our general policy on disclosing customer information (including Personal Data) as set out in any statements, circulars, notices, terms and conditions or other Correspondence we give you (“**Data Policy Notice**”) forms part of the Agreement. You acknowledge that you have received a copy of our current Data Policy Notice before you entered into the Agreement. You can get a copy of the Data Policy Notice at any branch or from our website ([www.dbs.com.hk](http://www.dbs.com.hk)).

- (b) Our Data Policy Notice applies to any information you give us or which we receive from any other sources or which arises from your relationship with us or any DBS Group Member.
- (c) When you give us Personal Data you confirm that you have the permission of that individual for us to receive, hold and process this data in line with our Data Policy Notice.
- (d) You agree that we may need to provide or disclose information to any other person whose main place of business is outside Hong Kong in line with our Data Policy Notice. This information may be held, processed or used by them outside of Hong Kong.
- (e) You agree that we may, subject to the terms of our Data Policy Notice and any applicable Laws: (i) verify, provide and collect information and data about you from other organisations, institutions or other persons; (ii) transfer such information and data outside Hong Kong including to Singapore; and (iii) conduct matching procedures and/or compare your data with any data that we have obtained and use the results for taking any actions including actions that may be adverse to your interests.
- (f) You agree that:
  - (i) we may disclose any information, document or data about you to, and otherwise use, any Anti-Fraud Initiatives for the purposes of detecting, reporting and preventing known or suspected fraud;
  - (ii) such information, document or data may be accessed and used by regulators, regulatory authorities, law enforcement agencies, other authorities, us and/or other banks and financial institutions that have access to such Anti-Fraud Initiatives (whether alone or with other information, documents and data) for the purposes of detecting, reporting and preventing fraud, deciding whether or not to provide any services to you and for other lawful purposes; and
  - (iii) where any information, document or data you provide or disclose to us relates to any other person, you confirm that you have obtained all necessary consents to share this with us and for us to disclose and use such information, document or data of such other person in accordance with paragraphs (i) and (ii) above, and you hereby provide this consent on behalf of that person.

### 13. Disclosure to related parties

Without prejudice to or limiting our rights under the Agreement or at Law, you hereby agree to, acknowledge and authorise our disclosure to any actual or proposed borrower(s), co-borrowers, guarantor(s), security provider(s) or any other person otherwise securing or guaranteeing your liabilities under any part of the Agreement or any other agreement or document entered into between you and us (including their or our solicitors) of the following information and documents:

- (a) a copy of the document(s) evidencing the liabilities and obligations guaranteed and/or secured or to be guaranteed and/or secured by such persons or a summary thereof;
- (b) a copy of any formal demand for overdue payment which is sent to you if you have failed to settle any overdue amount following a customary reminder to you;
- (c) from time to time, whether or not requested by such persons, a copy of the latest statement of account provided to you or other information showing your financial status; and
- (d) any other information (including your Personal Data) and documents relating to you, including the liabilities and obligations so guaranteed and/or secured.

### 14. Third party rights

- (a) Other than DBS Group Members and any other person specified under the Agreement, no person who is not a party to the Agreement will have any right under the Third Parties Ordinance to enforce or enjoy the benefit of any provision of the Agreement.
- (b) Any DBS Group Member and any officers, employees, agents or servants of any DBS Group Member may, by virtue of the Third Parties Ordinance, rely on any provision of the Agreement which expressly confers rights on them.
- (c) Notwithstanding any term of the Agreement, the consent of any person who is not a party to the Agreement is not required to rescind or vary the Agreement.

### 15. Changes to the Agreement

- (a) If we make any changes to the Agreement which relate to fees and charges (including their amount) or your liabilities and obligations under the Agreement, we will give you 30 days' notice, unless the changes are out of our control.
- (b) We do not need to tell you of any change in an emergency or if giving you notice is not practical for us. In that case, the change will apply immediately.

### 16. Contractual Recognition of Stay of Termination Rights

Note: This Clause 16 will only apply to any part of any Affected Agreement which is not governed by the laws of Hong Kong.

Notwithstanding any other provision of any Affected Agreement or any other agreement, arrangement or understanding between the parties, each party (other than an excluded counterparty) acknowledges, accepts and agrees to be bound by any suspension of a termination right in relation to a Covered Entity relating to any Affected Agreement imposed by the resolution authority under section 90(2) of the FIRO (or any Laws relating thereto) and a variation of any provision of any Affected Agreement to the extent necessary to give effect to such suspension of a termination right.

For the purposes of this Clause 16:

**Affected Agreement** means the Agreement or any Related Agreement, in each case, which is or becomes a “covered contract” (as defined in the Stay Rules).

**Covered Entity** means any party to the Agreement or Related Agreement that is or becomes a “covered entity” within the meaning of the Stay Rules.

**excluded counterparty** has the meaning given to it in the Stay Rules.

**FIRO** means the Financial Institutions (Resolution) Ordinance (Cap. 628 of the Laws of Hong Kong), as amended from time to time.

**Related Agreement** means an agreement related to the Agreement.

**resolution authority** has the meaning given to it in the Stay Rules, being at the date of the Agreement the Monetary Authority (as defined in the FIRO), in its capacity as the resolution authority in relation to a banking sector entity.

**Stay Rules** means the Financial Institutions (Resolution) (Contractual Recognition of Suspension of Termination Rights-Banking Sector) Rules (Cap. 628C of the Laws of Hong Kong) made by the resolution authority pursuant to section 92 of the FIRO, as amended and/or re-enacted from time to time.

**termination right** has the meaning given to it in the Stay Rules.

## 17. Contractual Recognition of Sections 92 and 93 of the FSM Act

17.1. Notwithstanding any other provision of any Affected Agreement or any other agreement, arrangement, or understanding between the parties, each party acknowledges, accepts, and agrees, with respect to the Affected Agreement, to be bound by section 92 of the FSM Act, and any suspension of a Termination Right in the Affected Agreement imposed by the Monetary Authority of Singapore under section 93 of the FSM Act, as the case may be.

17.2. For the purposes of this Clause 17:

- (a) **Affected Agreement** means the Agreement or any part of the Agreement which is or becomes or which we consider to be a Specified Contract.
- (b) **Specified Contract** means any contract that falls within the definition of specified contract under regulation 33(5) of the FSM Regulations, and that is not excluded under regulation 33(2) of the FSM Regulations.
- (c) **FSM Act** means the Financial Services and Markets Act 2022 of Singapore.
- (d) **FSM Regulations** means the Financial Services and Markets (Resolution of Financial Institutions) Regulations 2024.
- (e) **Termination Right** has the meaning ascribed to it in section 91 of the FSM Act.

## 18. Connected Party

18.1. You acknowledge that, under the Banking (Exposure Limits) Rules (Cap. 155S of the Laws of Hong Kong), the regulatory guidelines issued by the HKMA and other applicable Laws, we are subject to certain limitations on:

- (a) financial facilities to our employees (or employees of our subsidiaries or Affiliates); and
- (b) exposures to persons who are connected parties of us (or of our subsidiaries or Affiliates) (each a “**Connected Party**”, being persons, including firms, partnerships and companies, who are, or are related to, a director, an employee responsible for approving applications for financial facilities, or a controller or minority shareholder controller of us (or our subsidiaries or Affiliates)),

(the “**Connected Party Rules**”).

18.2. If we consider that the Connected Party Rules apply to your relationship with us (whether generally or in relation to a particular Service):

- (a) we may from time to time ask you to confirm whether you are a Connected Party;
- (b) you must promptly tell us if at any time you become aware that you are or have become a Connected Party; and
- (c) if we consider or you confirm that you are a Connected Party, we may not be able to offer or continue to provide certain Services to you.

## 19. Language

Unless provided for under the Agreement or unless required by Law, the English version of the Agreement will prevail if the Agreement is translated into a language other than English and there is any difference or inconsistency between the two.

## 20. Interpretation and definitions

Capitalised terms used in this Jurisdiction Schedule have the meanings given to them in Part C. The following definitions also apply to this Jurisdiction Schedule, unless the context otherwise requires:

**Anti-Fraud Initiatives** means the Financial Intelligence Evaluation Sharing Tool launched by the HKMA, the Hong Kong Police Force and the Hong Kong Association of Banks and/or other fraud information-sharing initiatives or tools which may be used from time to time in the detection, prevention and disruption of financial crime.

**Applicable Local Practice** means all relevant and/or applicable Laws and any customs, guidelines, guidance, practices, determinations, practice notes, bye-laws, decrees, codes, circulars, notices, requests, disclosure requirements, court orders or other similar documents issued by any government organisation, agency, department, taxing authority or any other authority, body, regulator, agency, department or organisation, which we consider to be applicable to our relationship with you or which we (or any of our Affiliates) are expected to or choose to observe. This includes anything whether or not they are written, formal or mandatory and whether or not having the force of law.

**Data Policy Notice** has the meaning given to it in Clause 12 above.

**€** and **Euro** means the single currency of the European Economic and Monetary Union.

**HKICL** means Hong Kong Interbank Clearing Limited and its successors and assigns.

**HKMA** means the Hong Kong Monetary Authority (or any successor or other authority or agency performing or assuming its or substantially similar functions).

**Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.

**Personal Data** means personal data (as defined in the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong)).

**Phone Banking PIN** means the personal identification number, telephone identification number or other security code or password which is accepted by us as the security code for accessing the Phone Banking Services.

**Phone Banking Services** means the phone banking Services as may be offered by us to you from time to time, as contemplated under Clause 6 above.

**PRC** means the People's Republic of China and, for the purposes of the Agreement, does not include the Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan.

**RMB** means Renminbi, the currency of the PRC.

**RMB Rules** means any Law regulating RMB accounts or RMB transactions which are issued by any relevant government agency, department, authority or organisation or any other relevant organisation in Hong Kong, the PRC or elsewhere.

**Telephone Instruction** means an instruction given to us using telephone facilities (whether operated by voice or other means) in such manner and in accordance with such identification verification or other requirements as we may determine from time to time.

**Third Parties Ordinance** means the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).

**US\$ and US dollars** means the currency of the United States of America.

## 香港司法管轄區附件

本文件為一般銀行業務條款及細則（適用於銀行）中提及的司法管轄區附件，僅適用於貴方在位於香港的星展銀行集團成員開立帳戶或由位於香港的星展銀行集團成員為貴方提供任何有關服務之情形。

### 1. 使用印章或類似工具

- (a) 除非貴方事先通知本行且本行同意，否則貴方不得在給本行的任何支票或信件上使用印章、鋼印、圖章或類似工具。
- (b) 如果本行接受用於任何有關服務的任何鋼印、圖章或身份證明文件被遺失、毀壞、損壞或變更，貴方必須立即告知本行。除非（且僅限於）由於本行的疏忽或故意不當行為而直接導致貴方遭受損失，否則對於本行收到貴方通知後且本行可根據貴方通知行事的合理時間之前發生的付款或交易所造成的損失，本行概不負責。

### 2. 帳戶

#### 2.1. 提款。

- (a) 貴方可透過出示經妥善簽署並填寫的表單或本行要求的任何其他文件提取現金。
- (b) 貴方不得透過支票、匯票或其他（代替現金使用的）可轉讓票據進行現金提款。
- (c) 本行向出示上文(a)款所要求之文件的任何人士所作出的任何付款，與本行向貴方直接作出該等付款具有同等效果，且本行對貴方或任何其他人士無需承擔任何額外責任。本行可以（但不一定需要）拒絕作出該等付款。
- (d) 貴方是否可以選用特定幣種提取現金取決於本行於該特定幣種可用的現金數額。貴方可能需要提前通知本行。

#### 2.2. 不活躍帳戶。如果貴方帳戶開立於香港且本行認為該帳戶不活躍：

- (a) 本行可停止就該帳戶支付利息並就該帳戶收取不活躍帳戶費。
- (b) 首次就該帳戶收取不活躍帳戶費之前，本行將提前 30 天通知貴方。本行可從該帳戶中扣除所有不活躍帳戶費，而無需進一步通知貴方，直至該帳戶餘額為零。在此之後，本行將關閉該帳戶，而不會進一步通知貴方。

### 3. 人民幣服務

- 3.1. 就 B 部分第 1.12 條而言，本行將人民幣視為受限制貨幣。B 部分第 1.12 條的規定適用於涉及人民幣的有關服務和交易。
- 3.2. 以下舉例說明了貴方就涉及人民幣的有關服務和交易可能遇到的風險類型：
  - (a) 中國或其他適用司法管轄區法律就人民幣轉入和轉出中國存在相關限制。貴方同意，由於人民幣相關規則可能就幣種、可兌換性等事項加以限制，而該等限制可能影響人民幣的可用性或可兌換性、人民幣交易的可利用性（包括透過位於香港或其他地方的銀行兌換人民幣）或人民幣交易所帶來的收益或損失，進行人民幣交易存在額外的貨幣風險。
  - (b) 貴方可能就貴方與本行訂立的人民幣交易項下的應付款項承擔信貸風險。
  - (c) 人民幣交易容易受到利率波動影響，這可能對人民幣市場折算價值造成不利影響。
  - (d) 進行人民幣交易存在政治、金融或宏觀經濟發展引發市場失靈的一般風險。
  - (e) 進行人民幣交易存在由（舉例而言）信用失效引起的違約而觸發相應的法律和執法問題的風險。
- 3.3. 上文所列風險並非詳盡無遺，不應被視作本行就涉及人民幣的有關服務和交易的所有風險或其他考慮因素之披露。除非貴方已完全了解所有風險，並（根據貴方的目標、經驗、財務、風險管理和營運資源及其他考量）獨立確定該等有關服務或交易適合貴方，否則貴方不應使用涉及人民幣的有關服務或進行人民幣交易。

#### 4. 處理指示和交易

本行將根據本行的一般業務和營運慣例及適用的處理或截止時間處理並執行貴方的指示及交易。一般而言，本行將在營業日的正常營業時間內處理並執行此類操作。本行可能無法在平日的正常營業時間之外、星期六、星期日、公眾假期、黑色暴雨警告信號或八號烈風或暴風（或以上）信號期間處理或執行貴方的指示或交易，在此等情況下，本行只能在下一個營業日處理並執行此類操作。

#### 5. 數碼渠道

##### 5.1. 生物識別憑證。

- (a) 若貴方需要就任何數碼有關服務使用生物識別憑證，貴方必須(1)已於流動裝置激活生物特徵認證功能；(2)已於流動裝置註冊生物識別憑證；且(3)已於有關服務下註冊生物特徵登錄功能。有關服務的生物特徵登錄功能被激活後，貴方即可於使用有關服務時使用貴方流動裝置上儲存的所有生物識別憑證認證貴方。
- (b) 貴方同意僅在貴方的流動裝置上儲存貴方的生物識別憑證，且貴方理解，就本行的數碼有關服務成功激活並註冊生物特徵登錄功能後，貴方於流動裝置上儲存的任何生物識別憑證均可用以使用數碼有關服務，包括展開與貴方帳戶相關的交易。
- (c) 貴方應確保可以用於在貴方流動裝置上註冊、添加或變更生物識別憑證的密碼或編碼的安全。
- (d) 貴方確認，本行可透過連接貴方流動裝置上的生物特徵認證模塊以執行有關服務的認證功能，且貴方同意本行執行該認證過程。
- (e) 貴方確認並同意，就生物特徵登錄而言，本行的數碼有關服務將存取貴方流動裝置上註冊的生物識別憑證以便貴方登錄有關服務，且貴方同意本行存取和使用該等資料以向貴方提供數碼有關服務。
- (f) 受限於本協議的其他條款和條件：
  - (i) 貴方理解，貴方流動裝置上的生物特徵認證模塊並非由本行提供，對於任何流動裝置上的生物特徵認證功能的安全性以及其是否以設備製造商所述的方式運作，本行不作任何陳述或保證；
  - (ii) 本行從未陳述或保證生物特徵認證可以隨時被存取或使用於本行不時提供的任何電子設備、軟件、基礎設施或其他有關服務；
  - (iii) 除法律禁止本行排除或限制本行責任的情形外，對於貴方因使用或嘗試使用數碼有關服務的生物特徵登錄功能（包括透過生物特徵登錄功能使用本行的有關服務所作出的任何指示或進行的任何未經授權的交易）而產生的任何損失，本行概不負責；及
  - (iv) 對於因不當使用生物特徵登錄功能或使用任何其他生物識別憑證以使用有關服務而令本行產生的所有損失，貴方同意向本行作出彌償。

##### 5.2. 電子指示及電子簽名。

- (a) 在不影響本協議其他條文的前提下，貴方確認、同意、陳述並保證：
  - (i) 貴方或貴方獲授權人就有關服務訂立的任何交易（包括以電子方式訂立的）；
  - (ii) 與貴方或貴方獲授權人相關的任何指示（包括以電子方式作出的）；及/或
  - (iii) 貴方或貴方獲授權人使用任何安全編碼及/或電子簽名（包括以電子方式生成的任何編碼），均：
    - (A) 構成貴方及/或貴方獲授權人同意受本行規定的任何相關條款和條件約束；
    - (B) 應視為已由貴方正式簽字、簽署和接受；
    - (C) 對貴方合法有效、有約束力並可以執行，且本行應被視為已獲授權依據並依賴其內容行事；
    - (D) 應被視為來自貴方及/或貴方獲授權人並由貴方及/或貴方獲授權人有效傳送；
    - (E) 在法律上被認可、有效、有約束力並可以執行；及
    - (F) 不違反、違背對貴方、貴方獲授權人或貴方的組織文件有約束力的任何法律、法規、裁定、判決、合約或其他文書，亦不與之衝突或對其構成違反。
- (b) 貴方進一步陳述並保證已採取一切必要措施和公司行動，以授權本第 5.2 條所述的交易、指示、電子簽名、安全編碼和其他事項並受其約束。

5.3. 帳戶和有關服務的網上申請。 貴方確認，透過數碼渠道提交的表單中載明的任何資料僅可在傳輸給本行時進行加密和保護。貴方確認並同意本行使用商業上合理的安全規程（如適用）：(a)驗證此類資料來自貴方或貴方的獲授權人；(b)驗證此類資料在傳輸給本行的過程中沒有被更改；及(c)表明貴方關於所提交表單的意圖，且此類安全規程就此目的而言適當可靠。

## 6. 電話理財服務

- 6.1. 使用電話理財服務。 貴方僅可透過本行就相關帳戶發出的電話理財 PIN 碼使用電話理財服務。貴方可根據任何適用的條款和條件透過電話理財服務要求或接受本行不時提供的特定有關服務，並向本行發送電話指示。
- 6.2. 接受電話指示。 任何電話指示一經本行確認，即視作被接受且具有約束力，通常情況下不可修訂、取消或撤銷。本行可依本行的絕對酌情權同意執行任何該等修訂、取消或撤銷。本行保留拒絕執行透過電話指示作出的特定類別的指示的權利。
- 6.3. 確認電話指示。 任何電話指示將由同一通電話中給出的確認參考編號（如適用）確認。
- 6.4. 匯率/利率。 除本行為某項交易確認的匯率或利率外，本行回應電話指示所提供的任何匯率或利率僅供參考，對本行並無約束力。若貴方透過電話理財服務接受該等確認的匯率或利率，則表示貴方同意受到該等確認的匯率或利率約束，即使本行在相關時間透過其他通訊方式提供的匯率或利率與之不同。

## 7. 結算所規則

就使用位於香港的美元、歐元或人民幣結算系統（如適用）結算或付款的任何美元、歐元或人民幣交易（視情況而定），貴方同意如下：

- (a) 貴方確認，(i)美元結算系統的運作受限於（可能不時修改的）美元結算所規則及其中所提及的美元運作程序（合稱「**美元結算所規則**」），(ii)歐元結算系統的運作受限於（可能不時修改的）歐元結算所規則及其中所提及的歐元運作程序（合稱「**歐元結算所規則**」），及(iii)人民幣結算系統的運作受限於（可能不時修改的）人民幣結算所規則及其中所提及的人民幣運作程序（合稱「**人民幣結算所規則**」）。
- (b) 貴方同意，在不影響上述條文的前提下，對於以任何方式直接或間接由下述各項所引起或導致的任何類型或性質的損失（包括業務損失、業務機會損失、利潤損失、特殊、間接或相應損失），金管局不會向貴方或任何其他人士承擔任何義務或責任（即使金管局知曉或合理應當知曉可能存在該等損失）：
  - (i) 金管局、美元結算系統的結算機構、結算公司或美元結算所、歐元結算所或人民幣結算所的任何成員機構（視情況而定）在管理、運作或使用相關結算設施或其任何部分時的任何作為或不作為（包括結算機構、相關結算設施或相關結算所的任何成員機構暫停運作或不再存續）；及
  - (ii) 在不影響上述第(i)款的前提下，關於或根據美元結算所規則、歐元結算所規則或人民幣結算所規則（視情況而定）作出的任何公告、通知或許可。

## 8. 保護本行免受損失

- 8.1. 過失。 若本協議的任何條文規定本行對本行的「重大過失」所造成的任何損失負責（或本行除行事存在「重大過失」外不承擔責任），該條文應作修訂，以使「重大過失」（在針對本行時）被解讀並解釋為「過失」。
- 8.2. 本行的責任範圍。 本協議的任何內容均不排除或限制本行對本行造成的損失之責任，前提是該等損失是由本行或本行員工的欺詐行為造成的，或是直接由本行或本行員工的過失或故意不當行為造成的。

## 9. 制裁、反洗錢、反賄賂、反腐敗和打擊恐怖主義融資的法律

為本協議之目的：

- (a) **制裁機構**指可能作出制裁的任何制裁或監管機構或政府機構和部門，而相關星展銀行集團成員可能需要或慣常遵守該等制裁。
- (b) **制裁名單**指政府及/或監管機構為制裁目的而制定的名單，包括但不限於任何制裁機構維持的制裁名單或作出的制裁公告。

## 10. 可疑收款人帳戶警示

### 10.1. 警示與轉帳交易。

(a) 本第 10 條適用於以下第(b)段所定義的警示與轉帳交易。若本第 10 條與本協議項下的其他條款及細則不一致，則就警示與轉帳交易而言，以本第 10 條為準。若貴方作出任何轉帳交易，則表示貴方確認接受本第 10 條並受本第 10 條約束。

(b) 為本第 10 條之目的：

**警示**指對一項轉帳交易或相關的收款人或收款人帳戶可能涉及欺詐或詐騙的警告訊息。

**防詐資料庫**包括由香港警務處或香港其他執法機關、政府機構或監管機構運作或管理的任何防詐騙搜尋器及/或防欺詐資料庫（包括防騙視伏器），不論其是否可供一般公眾人士或指定實體或組織使用。

**轉帳交易**指貴方透過本行並使用任何本行不時決定的渠道或方式或貨幣進行的資金轉帳（包括下列一個或多個渠道或方式：數碼渠道、電子銀行服務、電子錢包、流動理財服務、自動櫃員機、現金存款機，或於本行任何分行的櫃檯），不論收款人帳戶是否在本行開立；如文義要求或允許，包括貴方向本行發出進行轉帳交易的指示。

10.2. 發出警示的原因。 警示旨在幫助貴方在作出轉帳交易時保持警惕以提防欺詐、詐騙及欺騙。貴方不應將警示視為對貴方為保護自身的利益、資金和資產免受欺詐或其他非法活動損害所承擔的責任的替代。本行向貴方發送警示不表示本行代表貴方承擔任何該等責任。

### 10.3. 本行的角色、責任及責任限制。

(a) 貴方確認並同意本行：

- (i) 無法控制防詐資料庫的管理、運作或任何其他方面；
- (ii) 僅依賴防詐資料庫不時提供的資料編製警示；及
- (iii) 不會就未經防詐資料庫提供資料的收款人、收款人帳戶或交易編製警示。

因此，貴方確認並同意本行不能亦不會保證任何防詐資料庫提供的資料是否完整、真實、準確及最新，或貴方未收到警示的轉帳交易不涉及欺詐，或貴方收到警示的轉帳交易必然涉及欺詐。本行就向貴方發送任何警示及貴方回覆是否進行或取消任何轉帳交易的紀錄，若無明顯錯誤，均具有決定性。

(b) 本行可根據其認為適當的方式編製及發送警示。本行可不時考慮本行的需要以及相關人士就警示的編製及發送不時給予的反饋、意見、指引或建議，自行絕對酌情決定及/或更改警示的內容、發送警示的渠道或方式，及/或轉帳交易的貨幣，而無須另行通知貴方。相關人士可包括香港的執法機關或其他政府機構、監管機構或行業公會。本行可透過數碼渠道或透過電子或其他方式向貴方發送警示。

(c) 本行無須就貴方或任何其他人士因任何防詐資料庫提供或未能提供任何資料，或因其延誤、無法使用、中斷、故障或錯誤而可能遭受或引致的任何種類的損失、損害或開支，或因超出本行可合理控制範圍的情況而可能遭受或引致的任何種類的損失、損害或開支承擔責任。

(d) 本行無須就貴方或任何其他人士因任何警示（或其延誤或無法發送），或因處理、執行或取消任何警示所涉或與任何警示相關的轉帳交易（或因任何警示延誤或無法發送導致或與其相關的轉帳交易），而可能遭受或引致的任何種類的損失、損害或開支承擔責任，除非任何上述損失、損害或開支是直接且可合理預見的，且其直接且完全由於本行或本行職員、員工、或代理人的疏忽或故意不當行為所導致。

(e) 在任何情況下，本行、本行的關聯公司、星展銀行集團成員、本行的特許人及前述人士各自的職員、員工、或代理人均無須就貴方或任何其他人士產生的任何利潤損失或任何特別、間接、附帶、相應或懲罰性損失或損害（不論是否可預見或有可能產生）承擔責任。

(f) 本第 10 條的內容均無意排除或限制任何不能合法排除或限制的權利或責任。

10.4. 貴方的責任。 貴方有責任採取合理可行的步驟以保護貴方自身的利益、資金和資產免受欺詐或其他非法活動的損害。貴方對任何交易均有責任核對及確認收款人、收款人帳戶、交易及交易詳情真實可信。就任何警示所涉的轉帳交易，貴方應認真考慮是否進行或取消。貴方就進行或取消任何警示所涉的轉帳交易的決定均對貴方有約束力，且貴方應為其後果承擔全部責任。

## 11. 適用當地慣例

本協議項下凡提及法律，除上下文另有規定外，均指適用當地慣例。本行在本協議項下與貴方建立關係（包括為貴方提供任何帳戶或有關服務）的前提是本行須遵循並遵守適用當地慣例。不論本協議有何規定，貴方同意並確認：

- (a) 本行可採取為遵守和遵循任何適用當地慣例而需要採取的任何行動；且
- (b) 若本行合理認為採取任何本協議中要求本行採取的行動將會或可能會導致本行違反或不遵守任何適用當地慣例，則本行無需採取該等行動；且
- (c) 對於因本行遵守任何適用當地慣例而導致的任何後果（包括貴方或任何其他人可能遭受或引致的任何損失），本行概不負責，亦不承擔任何法律責任。

## 12. 披露客戶資料和個人資料

- (a) 本行向貴方提供的任何聲明、通告、通知、條款和條件或其他信件（「資料政策通告」）中所載明的關於本行披露客戶資料（包括個人資料）的一般政策構成本協議的一部分。貴方確認，貴方在簽訂本協議前已收到本行最新的資料政策通告。貴方亦可在本行任何分行或本行網站（[www.dbs.com.hk](http://www.dbs.com.hk)）獲取資料政策通告的副本。
- (b) 本行的資料政策通告適用於貴方提供給本行或本行從任何其他來源獲得的或因貴方與本行或任何星展銀行集團成員之間的關係而獲得的任何資料。
- (c) 貴方向本行提供個人資料即表示貴方確認貴方已獲得該人士允許，以使本行可根據本行的資料政策通告接收、持有並處理該等資料。
- (d) 貴方同意，本行可能需要根據本行的資料政策通告，向主要營業地在香港境外的任何其他人士提供或披露資料。該等人士可能在香港境外持有、處理或使用該等資料。
- (e) 貴方同意，受限於本行資料政策通告的條款及任何適用法律，本行可(i)核實、提供並向其他組織、機構或其他人士收集有關貴方的資訊和資料；(ii)將該等資訊和資料轉移至香港境外，包括新加坡；及(iii)展開核查程序及/或將貴方提供的資料與本行取得的任何資料進行比對，並根據結果採取任何行動（包括可能對貴方利益不利的行動）。
- (f) 貴方同意：
  - (i) 本行可以向任何反欺詐項目披露關於貴方的任何信息、文件或數據，或以其他方式使用該等信息、文件或數據，以發現、報告和預防已知或可疑的欺詐行為；
  - (ii) 監管機構、監管當局、執法機構、其他當局、本行及/或其他銀行和金融機構均可訪問和使用該等信息、文件或數據（無論單獨還是與其他信息、文件和數據一起），以發現、報告和預防欺詐，決定是否向貴方提供任何服務，及用於其他合法目的；及
  - (iii) 若貴方向本行提供或披露的任何信息、文件或數據與任何其他人士有關，貴方確認貴方已獲得與本行分享這些信息、文件或數據及本行根據上述第(i)和(ii)段披露和使用該等其他人士的該等信息、文件或數據的所有必要同意，且貴方特此代表該等人士作出同意。

## 13. 披露給關連方

在不影響或限制本行在本協議項下或法律上的權利的前提下，貴方特此同意、確認並授權本行向任何實際或擬議的借款人、共同借款人、保證人、擔保提供方或以其它方式擔保或保證貴方在本協議的任何部分或貴方與本行簽訂的任何其他協議或文件項下的債務的任何其他人士（包括該等人士或本行的律師）披露下述資料和文件：

- (a) 由或需由該等人士提供保證及/或擔保的債務和責任的證明文件或其概述；
- (b) 在貴方收到按慣例發送的提醒後仍未清償任何逾期款項的情況下，發送給貴方的任何正式逾期款項付款要求；
- (c) （無論該等人士有否要求）提供給貴方的最新對賬單或顯示貴方財務狀況的其他資訊；及
- (d) 與貴方相關的任何其他資料（包括貴方的個人資料）和文件，包括被如此保證及/或擔保的債務和責任。

#### 14. 第三者權利

- (a) 除星展銀行集團成員和本協議項下指明的其他人士外，任何並非本協議一方的其他人士在第三者條例項下均無任何權利執行或享有本協議任何條文項下的權益。
- (b) 任何星展銀行集團成員及任何其職員、員工、代理人或僱工均可依據第三者條例依賴本協議中明確授予其權利的任何條文。
- (c) 不論本協議有何規定，廢除或變更本協議均無需任何並非本協議一方之人士同意。

#### 15. 變更本協議

- (a) 除非該等變更不在本行可控制的範圍之內，否則若本行就費用和收費（包括其金額）或貴方在本協議項下的責任和義務對本協議作出任何變更，本行將提前 30 天通知貴方。
- (b) 若情況緊急或本行通知貴方對本行而言不切實可行，則本行無需向貴方通知任何變更。在此等情況下，變更將立即生效。

#### 16. 合約確認暫停終止權

註：本第 16 條僅適用於不受香港法律管轄的任何受影響協議的任何部分。

不論任何受影響協議或協議雙方之間的任何其他協議、安排或共識有何其他約定，各協議方（獲豁除對手方除外）確認、接受並同意，其將受到處置機制當局根據 FIRO 第 90(2) 條（或與之相關的任何法律）所行使的權力的約束，該等權力包括就任何受影響協議，暫停受涵蓋實體的終止權及為此目的變更任何受影響協議的任何條文。

為本第 16 條之目的：

**受影響協議**指本協議或任何關連協議中屬於或成為（暫停規則中定義的）「受涵蓋合約」的協議。

**受涵蓋實體**指屬於或成為暫停規則中定義的「受涵蓋實體」的本協議或關連協議的任何協議方。

**獲豁除對手方**具有暫停規則中所載的含義。

**FIRO**指不時修訂的《金融機構（處置機制）條例》（香港法例第 628 章）。

**關連協議**指與本協議相關連的協議。

**處置機制當局**具有暫停規則中所載的含義，在本協議日期為金融管理專員（定義見 FIRO），以其作為銀行業實體處置機制當局的身份。

**暫停規則**指不時修訂及/或重新頒佈的、處置機制當局根據 FIRO 第 92 條制定的《金融機構（處置機制）（合約確認暫停終止權——銀行界）規則》（香港法例第 628C 章）。

**終止權**具有暫停規則中所載的含義。

#### 17. 金融服務與市場法案第 92 條及第 93 條的合約承認

17.1. 不論任何受影響協議或協議雙方之間的任何其他協議、安排或共識有任何其他約定，就受影響協議而言，各協議方確認、接受並同意受金融服務與市場法案第 92 條，以及金融服務與市場法案第 93 條項下新加坡金融管理局所規定而暫停受影響協議的終止權之約束（視情況而定）。

17.2. 為本第 17 條之目的：

- (a) **受影響協議**指本協議或現時為特定合約、或將來變為特定合約、或我們視為特定合約的本協議的任何部分。
- (b) **特定合約**指符合金融服務與市場條例第 33(5) 條項下特定合約之定義且沒有被金融服務與市場條例第 33(2) 條排除在外的任何合約。
- (c) **金融服務與市場法案**指新加坡《2022 年金融服務與市場法案》。
- (d) **金融服務與市場條例**指《2024 年金融服務與市場（金融機構處置機制）條例》。
- (e) **終止權**具有金融服務與市場法案第 91 條所載的含義。

## 18. 關聯方

18.1. 貴方確認，根據《銀行業（風險承擔限度）規則》（香港法例第 155S 章），金管局發佈的監管指引及其他適用法律，本行受到與下述事項相關的限制：

- (a) 為本行員工（或本行子公司或關聯公司員工）提供融資；及
- (b) 對與本行（或本行子公司或關聯公司）相關聯之人士（分別稱為「**關聯方**」，指屬於本行（或本行子公司或關聯公司）的董事、負責批准融資申請的員工或控權人或小股東控權人或與之相關聯之人士，包括商號、合夥和公司）承擔的風險，  
(「**關聯方規則**」)。

18.2. 如果本行認為關聯方規則適用於貴方與本行的關係（無論一般而言或就某一特定有關服務而言）：

- (a) 本行可能不時要求貴方確認貴方是否為關聯方；
- (b) 若貴方在任何時候獲知貴方屬於或已成為關聯方，貴方必須及時告知本行；且
- (c) 若本行認為或貴方確認貴方為關聯方，本行可能無法為貴方提供或繼續提供特定有關服務。

## 19. 語言

除非本協議另有規定或法律另有要求，否則，若本協議被翻譯為英文以外的語言，且兩種文本之間存在任何差異或不一致，將以英文文本為準。

## 20. 釋義和定義

本司法管轄區附件中使用的定義詞語具有 C 部分中所載的含義。除非上下文另有規定，下述定義亦適用於本司法管轄區附件：

**反欺詐項目**指金管局、香港警務處和香港銀行公會推出的銀行間訊息交換平台及/或其他可用於發現、預防和打擊金融犯罪的欺詐訊息交換平台或項目。

**適用當地慣例**指本行認為適用於本行與貴方的關係或本行（或本行的任何關聯公司）應當或自覺遵守的、任何政府組織、機構、部門、稅務機關或任何其他機關、團體、監管機構、機構、部門或組織發佈的所有相關及/或適用的法律及任何習俗、指引、指南、慣例、決定、執行指引、細則、法令、規範、通告、通知、要求、披露要求、法院命令或其他類似文件，無論是否為書面的、正式或強制性的，且無論其是否具有法律效力。

**資料政策通告**具有以上第 12 條所載的含義。

**歐元**指歐洲經濟貨幣同盟的單一貨幣。

**結算公司**指香港銀行同業結算有限公司及其承繼人和受讓人。

**金管局**指香港金融管理局（或任何承繼人或履行或承擔其職能或基本類似職能的其他機關或機構）。

**香港**指中華人民共和國香港特別行政區。

**個人資料**指《個人資料（隱私）條例》（香港法例第 486 章）中定義的個人資料。

**電話理財 PIN 碼**指本行所接受的為使用電話理財服務的安全編碼，該等安全編碼包括個人識別號碼、電話識別號碼或其他安全編碼或密碼。

**電話理財服務**指以上第 6 條所指的、本行可能不時向貴方提供的電話理財服務。

**中國**指中華人民共和國，就本協議而言，不包括香港特別行政區、澳門特別行政區和台灣。

**人民幣**指中國貨幣。

**人民幣相關規則**指香港、中國或其他地方的任何相關政府機構、部門、機關或組織或任何其他相關組織發佈的、規管人民幣帳戶或人民幣交易的任何法律。

**電話指示**指使用電話設施（無論透過語音或其他方式操作），按本行不時確定的方式和識別驗證或其他要求向本行作出的指示。

**第三者條例**指《合約（第三者權利）條例》（香港法例第 623 章）。

**美元**指美國貨幣。

## **SERVICE SCHEDULE - DIGITAL CHANNELS AND ADDITIONAL CONNECTIVITY SERVICES**

Note: This is a Service Schedule as referred to in the General Banking Terms and Conditions (For Banks). It will only apply where we have agreed to provide you the Digital Channels Services and/or the Additional Connectivity Services under this Service Schedule.

### **1. Set up and use of Digital Channels**

#### **1.1. Access.**

- (a) For some Digital Channels, we will activate access for you and your Authorised Persons to the Digital Channels only once your/their application is successfully processed. We may also, in certain cases, allow limited access to certain Digital Channels for you to give certain instructions (such as applying for new Accounts or Services). We will deactivate your access to the Digital Channels when our relationship ends, including if your Accounts are closed.
- (b) Customer Self Administrators and other types of Authorised Persons have different types of access levels as determined by us with respect to your use of our Services. You may set additional access restrictions for your Customer Self Administrators, as well as for your other Authorised Persons at a User ID level through your nominated Customer Self Administrator(s). If you opt for single control so that only one person is needed to authorise a transaction, this will increase your risk. You must take steps to ensure your Authorised Persons only make and authorise instructions within their respective limits.
- (c) We do not warrant that access to the Digital Channels will be available at all times. This could be due to system maintenance, the breakdown/non-availability/corruption of any network or other reasons. The Digital Channels and Software are provided without any warranties or conditions on an "as-is" and "as-available" basis and you assume the risks of using the Digital Channels and Software.
- (d) We may revoke or suspend your access to the Digital Channels, or modify the access levels granted to your Authorised Persons at any time without providing notice to you.

#### **1.2. Authentication.**

- (a) We may require you to use Digital Tokens or other security mechanisms (including the use of Digital Certificates, one-time PINs, security codes or Third Party Security Mechanisms) for authentication of your Authorised Persons and/or systems.
- (b) If you consent to the use of biometric credentials (whether generated by us or a third party), you accept the risk that unauthorised third parties may be able to gain access to any device or application secured using your biometric credentials and transmit to us instructions without your knowledge or approval.
- (c) You may instruct us to make your credentials and profile information available to Third Party Banks or Third Party Service Providers which we support for the purposes of authentication, authorisation and on-the-spot registration on their platforms, where we are allowed under relevant Laws. This may include the provision of information on the roles and entitlements of your Authorised Persons for identity management purposes.

#### **1.3. Authorisation for Your Digital Tokens or security mechanisms.** You must control the use of your Digital Tokens, and security mechanisms to prevent unauthorised use or sharing. Where your Digital Tokens or security mechanisms are used to authorise any instruction, we will regard such instructions as being fully authorised by you, even if they were not given by an Authorised Person.

#### **1.4. Non-Repudiation.** We may additionally require you to use secure electronic signatures supported by Digital Certificates or other commercially reasonable and trustworthy security procedures to sign certain digital transactions. When you do so, we consent to such use and will treat you as having approved the digital transaction and the secure electronic record you signed as authentic and not having been altered.

#### **1.5. System, hardware and software and security requirements.**

- (a) You are responsible, at your own cost, for the systems, software and devices that you use to access our Services and Digital Channels (including any operated by your service providers which connect to our Digital Channels and obtaining any permissions and licences from them to do so) and keeping them secure and free from viruses or malware. You are also required to promptly meet any hardware or software requirements (including implementing any upgrades, updates to or new versions of the Digital Channels and the systems, software and devices used to access our Services and Digital Channels within the specified period) we inform you of from time to time. You may not be able to access our Services and Digital Channels and we will not be liable for any loss you incur if you do not meet these requirements.
- (b) You are responsible for keeping confidential and safe your Digital Tokens and any other security mechanisms or codes (including PINs) issued to you. We will use reliable means (as determined by us) to send these to you, such as to your registered address or device. You must update your particulars to ensure we send them correctly. You must control the use of your Digital Tokens, security mechanisms and codes to prevent unauthorised use or sharing. You must have adequate internal control procedures and security measures (such as destroying the notice with your security codes, disguising the security code if you record it, and changing the security codes regularly) to prevent any fraud, abuse or unauthorised use of our Services and Digital Channels, including the use of your systems or devices to carry out hacking or denial of service attacks, or to introduce any destructive element or malware (including any virus, worm or Trojan horse) into our systems. We will not be liable to you or to any other third party for making available, dispatching or delivering Digital Tokens, security mechanisms and codes to you, and for any loss or unauthorised use of these Digital Tokens, security mechanisms and codes.
- (c) We may accept the use of a Third Party Security Mechanism (including biometric based security mechanisms) to access our Digital Channels and Services subject to any additional requirements we may notify you of from time to time. We are not responsible for any issues relating to the use of such Third Party Security Mechanisms, including their issuance, availability, accuracy or reliability. You are solely responsible for complying with their terms of use.

1.6. Provision of Software, APIs, market data and other content.

- (a) We may provide you with Software required for your use of our Services and Digital Channels. You must have the necessary consents to install, configure and integrate the Software with your systems. You must comply with any additional terms that apply to the Software.
- (b) The intellectual property in the Digital Channels and Software, including our APIs, belongs to us and/or our vendors. You are granted a limited licence to use such intellectual property only in connection with your continued use of the Digital Channels. You may not copy, distribute, modify or reverse engineer the Software.
- (c) The provision of any link to a third party application, platform or website or inclusion of any content (including market data) provided by a Third Party Service Provider in our Services does not constitute our endorsement or verification of such third party service or content, and any use of or reliance on such third party service or content is entirely at your own risk.
- (d) You must keep, and must procure that any person given access keeps confidential all information about the Services and Software, the security mechanisms and codes, any content from our Services and the user instructions. You may retain such confidential information only as long as required by law or to comply with a bona fide data retention policy.

1.7. Installation and support.

- (a) If you use our mobile apps, you must download the mobile app and any updates from the relevant authorised app store. We will not separately send you updates.
- (b) If you request us to install the Software on your systems you must provide us with reasonable access. We may test such Software to verify interoperability and security. You are responsible for ensuring that your systems meet the preferred hardware, software and information security requirements (including updates and/or patches that need to be installed) for accessing and using the Services and Digital Channels that we may notify you of from time to time. We may not provide updates for the Software.

1.8. User instructions. You must comply with the instructions set out in the relevant Service documentation, including any FAQs, manuals, and user guides, at all times. You may not copy any such material unless required to use our Services and only allow them to be used by your Authorised Persons or employees.

1.9. Termination. On termination, you must stop using and return your Digital Tokens and any other security mechanisms or codes or materials (including user instructions) issued to you. You must follow our instructions on the preservation or deletion of any data relating to the Services.

## 2. Customer Self Administration Service

2.1. Customer Self Administrators. Customer Self Administrators have full control over who accesses the Services and who can make and authorise transactions on your behalf, as well as sign up for new Services. Customer Self Administrators also manage your security and accordingly you must appoint at least 2 responsible persons with sufficient executive power and authority in your organisation as Customer Self Administrators to provide checks and balances. Unless we agree otherwise, 2 Customer Self Administrators will always be required for Dual Control to perform administrator level tasks.

2.2. Dual Control. Dual Control is always required for any action performed by Customer Self Administrators appointed to use the Customer Self Administration Service. All instructions and requests received from Customer Self Administrators are deemed to be duly authorised by you. We may act on all instructions and requests received via the Customer Self Administration Service without further checks even if they conflict with any other instruction or mandate you have given us.

2.3. Customer's responsibility for internal controls. Given the wide powers conferred via the Customer Self Administration Service, you must ensure that you have appropriate and adequate internal controls in place to authorise appropriate persons to use the Customer Self Administration Service, and to prevent any fraud, abuse or unauthorised acts/omissions by persons using the Customer Self Administration Service.

2.4. Cessation. If a person ceases to be an Authorised Person in respect of the Customer Self Administration Service and we were not informed of such cessation as soon as practicable from such cessation, you agree that we shall not be held liable for any act or omission by such persons.

## 3. Host To Host Services

3.1. Description. This service allows you to connect your systems to our Services allowing for straight through processing of large volumes of transactions, use of customised pre-processing rules, automated routing and real time transaction alerts.

3.2. Connection. You may connect host-to-host to our Digital Channels using the Software we have provided to you or approved your use of.

## 4. DBS API Service

4.1. Description. This service allows you to connect to our Services using our APIs.

4.2. Restrictions. We may limit your use of the APIs for example by the number of requests you may make or the number of users you may serve. You must comply with any instructions we give you to ensure proper session and concurrency management. We may suspend or permanently revoke the licence granted to you to use our APIs if we suspect or confirm your failure to provide reasonable support to us and this failure, in our opinion, affects the access or use of our Services.

4.3. Monitoring. We may monitor your use of the APIs for compliance purposes and to improve our Digital Channels.

## 5. Customer API

- 5.1. **Licence.** If you provide us with your APIs so that we can provide you with our Services, you agree to grant us (and any other third parties involved in providing you with our Services) a non-transferable, non-exclusive, worldwide, royalty-free and irrevocable licence for the duration of your use of our Services to access your APIs and any accompanying API documentation.
- 5.2. **Modifications.** You must not modify any APIs that you use for us to provide you with our Services without our prior written consent.
- 5.3. **Open Source Software.** If you incorporate or use any open source software in APIs that you use for us to provide you with our Services, you shall provide us with all details of the open source software, ensure that it is used in accordance with the applicable licence, ensure that your use or incorporation of the open source software will not result in any obligation to disclose, license or otherwise make available any part of our Digital Channels, Services, or any confidential information to anyone, and ensure that the use will not diminish your obligations under the Agreement.

## 6. SWIFT FILEACT Services

- 6.1. **Connection.** You may connect to our Digital Channels using the connectivity options offered by SWIFT to securely transfer files to us.
- 6.2. **SWIFT Requirements.** You warrant that you are an authorised SWIFT participant, and that in addition to complying with our security requirements, you will comply with all SWIFT requirements. You must immediately notify us if this changes.

## 7. Remote Data Transmission Service

- 7.1. **Description.** This service allows you to use multi-bank connectivity solutions to access our Services.
- 7.2. **Use of EBICS.** The services will be made available via the EBICS interface and in accordance with the relevant EBIC specific protocols, specifications and standards. Your systems and software must comply with the security and other requirements set out in our service documentation. You may make and authorise orders via the EBICS interface using the specified data format, electronic signatures and file and transport encryption. Some types of electronic signatures may not be used to authorise orders but only to make and transmit orders. You must provide to us details of your public keys in an initialisation document for our verification, and provide to us your new public keys in a new initialisation document before they expire. You must collect and verify our public key against the hash values we send you separately before using them.
- 7.3. **Identification Media.** Each of your users will require their own individual identification media which will be used as the security mechanism for this service. You and your users may suspend access authorisation for their identification media by sending us a message in the specified format or using the suspension facility. Once access authorisation is suspended, the identification media will need to be reinitialised.
- 7.4. **Customer Identifiers.** You must ensure any customer identifiers are correctly stated as they will be used as the sole basis to process any payment instructions.
- 7.5. **Records.** You must maintain and promptly provide to us on request accurate records of your last 30 days use of the services, including the full contents of the files and identification verification information transmitted and electronic protocols generated.

## 8. Hosted Payment Platform Service

- 8.1. **Description.** This service provides you with access to a hosted payment platform we provide you with an interface to, which you can integrate into your electronic commerce website or mobile application via APIs, to allow you to collect payments via our Supported Payment Methods.
- 8.2. **Applicable Terms.** The terms and conditions governing the relevant Supported Payment Methods also apply to this Hosted Payment Platform Service.
- 8.3. **Right to Debit.** We have the right to debit from your Account any amount you owe us in relation to any Card-related refunds and/or charge-backs, any negative settlement in your Account and any applicable Fees (such as monthly Token Activity Fees, annual Maintenance Fees, MPGS Gateway Fees and MPGS Tokenisation Fees).
- 8.4. **Payors.** You are solely responsible for all relationships between you and any payor in connection with the service. This includes all dealings with any payor, implementing applicable limit controls on the transactions of any payor, updating your payors with a status of each transaction, processing refunds requested by your payors, providing technical support and resolving any disputes with the payor.
- 8.5. **Termination.** We may terminate the Hosted Payment Platform Service immediately without notice to you if you no longer subscribe to a Supported Payment Method. The termination consequences for each of the relevant Supported Payment Methods are similarly applicable to the Hosted Payment Platform Service.

## 9. Interpretation and Definitions

Capitalised terms used in this Service Schedule have the meanings given to them in Part C of the General Banking Terms and Conditions (For Banks). The definitions below also apply to this Service Schedule:

**API** means application programming interface.

**Card** means any credit, debit or charge card or token, which is issued by us or an approved bank, bearing the name, service mark and/or logo of a card network which we have authorised in relation to the merchant, used in connection with our Supported Payment Methods.

**Customer Self Administrator** means a type of Authorised Person and refers to the people you have informed us as being responsible for taking on the role of a customer self-administrator for Digital Channels.

**Customer Self Administration Service** means the Service which we make available to you in connection with you signing up for a new Service and the on-going administration, operation and maintenance of your use and access of the Digital Channels.

**Digital Certificate** means any electronic, digital or other certificate which is used to certify the (i) integrity; (ii) authenticity or identity of the issuer; and/or (iii) any other characteristics of an instruction or other communication that we may in our sole and absolute discretion from time to time accept or prescribe for use in connection with any Digital Channel or Service.

**Dual Control** means a procedure that involves two or more people to complete a transaction. One person creates a transaction and another person of higher authority approves it in the system.

**EBICS** means the Electronic Banking Internet Communication Standard, being the secure communication standard as set out at [www.ebics.org](http://www.ebics.org).

**Hosted Payment Platform Service** means the services we may provide you via the hosted payment platform to facilitate (i) collection of payments from your payors using Supported Payment Methods, (ii) the settlement of any transactions and (iii) the provision of report(s) relating to such transactions to you. These features and functionalities may vary from time to time.

**Maintenance Fees** mean the monthly maintenance fees payable for handling online transactions where Cards are used.

**MPGS Gateway Fees** mean the gateway fees payable for handling online transactions where Cards are used.

**MPGS Tokenisation Fees** mean the ongoing fees which we may charge directly to you for the tokenisation of Cards to enable card-on-file transactions.

**PayLah!** refers to the mobile application created by us and made available from authorised app stores for the purposes of, among other things, making of online purchases, the receiving and sending of funds and/or the payment of bills.

**Supported Payment Methods** means payment methods such as PayLah!, DBS MAX PayNow, or Card and such other payment methods that we may make available.

**Token Activity Fees** mean the fees payable for the tokenisation and/or the maintenance of unique alternate code which are used to replace Card details, to enable card-on-file transactions.

## 服務附件 – 數碼渠道及額外連接服務

注：本文件是一般銀行業務條款及細則（適用於銀行）中所指的服務附件，僅適用於本行同意根據本服務附件向貴方提供數碼渠道服務及/或額外連接服務之情形。

### 1. 數碼渠道的設置及使用

#### 1.1. 訪問權限。

- (a) 就某些數碼渠道而言，本行僅在貴方/貴方獲授權人的申請得到成功處理時為貴方及貴方獲授權人開啟數碼渠道的訪問權限。本行亦可在某些情況下允許貴方有限度地訪問某些數碼渠道以發出某些指示（例如申請新帳戶或有關服務）。當貴方與本行之間的業務關係終止時，包括貴方帳戶被關閉時，本行將終止貴方對數碼渠道的訪問權限。
- (b) 客戶自助管理員及其他類型的獲授權人有不同類型的訪問權限級別，由本行針對貴方使用本行有關服務的情況加以確定。貴方可為貴方的客戶自助管理員設定其他訪問限制，亦可透過貴方指定的客戶自助管理員在用戶編號層面為貴方的其他獲授權人設定其他訪問限制。若貴方選用單一監控，即只需一人即可授權交易，貴方的風險會增加。貴方必須採取措施確保貴方的獲授權人僅在各自的權限範圍內作出及授權指示。
- (c) 本行不保證任何時候均可以訪問數碼渠道。系統維護、任何網絡故障/網絡不可用/網絡損壞或其他原因均可能引致無法訪問數碼渠道。數碼渠道和有關軟件的提供是以「按現狀」及「按可用情況」為基礎且無附帶任何保證或條件，由貴方承擔使用數碼渠道和有關軟件的相關風險。
- (d) 本行可隨時撤銷或暫停貴方對數碼渠道的訪問權限，或修改授予貴方獲授權人的訪問權限級別，而無需通知貴方。

#### 1.2. 身份認證。

- (a) 本行可要求貴方使用數碼保安編碼器或其他保安裝置（包括使用數碼證書、一次性 PIN 碼、保安編碼或第三方保安裝置）來驗證貴方的獲授權人及/或系統。
- (b) 若貴方同意使用生物識別憑證（無論是由本行還是由第三方生成），則貴方接受下述風險：未經授權的第三方或能夠訪問使用貴方的生物識別憑證加以保護的任何設備或應用程式，並在貴方不知情或未經貴方批准的情況下向本行傳輸指示。
- (c) 在相關法律允許的情況下，貴方可指示本行將貴方的登入資料和個人檔案資料提供予本行支持的第三方銀行或第三方服務提供商，以便在其平台上進行身份認證、授權及現場註冊。這可能包括為身份管理目的提供貴方獲授權人的職能和應享權益的相關資料。

1.3. 貴方數碼保安編碼器或保安裝置的授權。 貴方必須對貴方數碼保安編碼器和保安裝置的使用加以控制，以防止未經授權的使用或共享。若貴方的數碼保安編碼器或保安裝置被用於授權任何指示，本行將視該等指示為獲得貴方的完全授權，即使該等指示並非由獲授權人作出。

1.4. 不可推翻。 本行亦可要求貴方使用數碼證書支持的安全電子簽名或其他商業上合理且可信的安全規程來簽署特定數碼交易。若貴方採用該等做法，本行同意此類使用，並將視作貴方已批准該數碼交易，且視經貴方簽署的安全電子記錄為真實且未被更改的。

1.5. 系統、硬件、軟件及安全要求。

- (a) 貴方應負責貴方用於訪問本行有關服務及數碼渠道的系統、軟件及設備（包括由貴方的服務提供商營運並接入本行數碼渠道的任何系統、軟件及設備，及就此獲得貴方服務提供商的任何准許及許可），並確保其安全、無病毒或無惡意軟件，有關費用由貴方自行承擔。貴方亦須及時滿足本行不時通知貴方的任何硬件或軟件要求（包括在指定期限內對數碼渠道以及用於訪問本行的有關服務和數碼渠道的系統、軟件及設備進行任何升級、更新或實施其新版本）。若貴方不滿足該等要求，貴方可能無法訪問本行的有關服務和數碼渠道，本行將不對貴方遭受的任何損失負責。
- (b) 貴方有責任對貴方的數碼保安編碼器及提供予貴方的任何其他保安裝置或編碼（包括 PIN 碼）加以保密並確保其安全。本行將使用（由本行確定）可靠的方式將其發送給貴方，例如發送至貴方的註冊地址或設備。貴方必須更新貴方的詳細資料，以確保本行正確發送。貴方必須掌控貴方數碼保安編碼器、保安裝置和編碼的使用，以防止未經授權的使用或共享。貴方必須有充分的內部控制規程和安全措施（如銷毀載有貴方保安編碼的通知，在貴方記錄了保安編碼的情況下對有關記錄加以掩蓋，並定期更改保安編碼），以防止任何欺詐、濫用或未經授權使用本行的有關服務和數碼渠道，包括使用貴方的系統或設備實施駭客行為或阻斷服務的攻擊，或將任何破壞性元素或惡意軟件（包括任何電腦病毒、蠕蟲或特洛伊木馬程式）引入本行系統。本行不就向貴方提供、發送或交付數碼保安編碼器、保安裝置和編碼以及遺失或未經授權使用此等數碼保安編碼器、保安裝置和編碼對貴方或任何其他第三方承擔責任。
- (c) 本行可接受使用第三方保安裝置（包括基於生物特徵的保安裝置）來訪問本行的數碼渠道和有關服務，但須滿足本行可能不時通知貴方的任何其他要求。本行不對與使用此類第三方保安裝置有關的任何問題負責，包括其發佈、可用性、準確性或可靠性。貴方自行負責遵守第三方保安裝置的使用條款。

1.6. 提供有關軟件、API、市場數據和其他內容。

- (a) 本行可能會向貴方提供使用本行有關服務和數碼渠道所需的有關軟件。貴方必須獲得必要的同意方可安裝、配置有關軟件並將其融入貴方系統。貴方必須遵守適用於有關軟件的任何附加條款。
- (b) 數碼渠道和有關軟件（包括本行的 API）的知識產權歸本行及/或本行的供應商所有。貴方被授予有限許可，僅在貴方持續使用數碼渠道時使用該等知識產權。貴方不得複製、分發、修改有關軟件或對有關軟件實施反向工程。
- (c) 提供第三方應用程式、平台或網站的任何鏈接或將第三方服務提供商提供的任何內容（包括市場數據）包含在本行的有關服務中並不構成本行對此類第三方服務或內容的認可或驗證，任何對此類第三方服務或內容的使用或信賴所附帶之風險完全由貴方自行承擔。
- (d) 貴方自身必須並且必須確保獲得訪問權限的任何人士對有關服務和有關軟件、保安裝置和編碼、本行有關服務的任何內容及使用者說明的所有相關資料予以保密。貴方只可按法律要求或為遵守真誠的數據保留政策而保留該保密資料。

1.7. 安裝及支持。

- (a) 若貴方使用本行的流動應用程式，貴方必須從獲授權的相關應用程式商店下載流動應用程式及任何更新。本行不會單獨向貴方發送更新。
- (b) 若貴方要求本行在貴方系統上安裝有關軟件，貴方必須為本行提供合理的訪問權限。本行可測試該等有關軟件以驗證相互操作性及安全性。貴方有責任確保貴方系統滿足本行可能不時通知貴方的訪問和使用有關服務及數碼渠道的首選硬件、軟件和資料保安要求（包括需要安裝的更新及/或補足）。本行可能不會提供有關軟件的更新。

1.8. 使用者說明。 貴方必須始終遵守有關服務相關文檔中所載的各項說明，包括任何常見問題解答、手冊和使用者指南。除非貴方使用本行有關服務需要複製任何此類資料，否則貴方不得複製，並且此類資料僅允許貴方的獲授權人或員工使用。

1.9. 終止。 終止時，貴方須停止使用並交還貴方的數碼保安編碼器及提供予貴方的任何其他保安裝置、編碼或資料（包括使用者說明）。貴方須按照本行的指示保存或刪除有關服務的任何相關數據。

## 2. **客戶自助管理服務**

2.1. 客戶自助管理員。 客戶自助管理員可以完全控制訪問有關服務之人士及能夠代表貴方執行及授權交易之人士，及註冊新的有關服務。客戶自助管理員亦負責管理貴方的安全，因此貴方必須在貴方組織中指定至少 2 名具有足夠執行權力和授權的負責人擔任客戶自助管理員以相互制衡。除非本行另行同意，否則，雙重監控在任何情況下均需要由 2 名客戶自助管理員執行管理員層面的事項。

2.2. 雙重監控。 被指定使用客戶自助管理服務的客戶自助管理員所採取的任何行動，在任何情況下均需執行雙重監控。自客戶自助管理員處收到的所有指示和要求均視為已獲貴方正式授權。本行可根據透過客戶自助管理服務收到的所有指示和要求採取行動，而無需進一步核查，即使該等指示和要求與貴方提供予本行的任何其他指示或授權書相衝突。

2.3. 客戶對內部控制的責任。 鑑於透過客戶自助管理服務賦予之權力寬泛，貴方必須確保貴方已執行適當且充分的內部控制，以授權適當的人士使用客戶自助管理服務，並防止使用客戶自助管理服務的人士實施任何欺詐、濫用或未經授權的作為/不作為。

2.4. 不再是獲授權人。 若就客戶自助管理服務而言，某位人士不再是獲授權人，而該人士不再是獲授權人之後貴方未在可行的情況下儘快通知本行，貴方同意本行不對該人士的任何作為或不作為承擔責任。

## 3. **主機對傳服務**

3.1. 說明。 該服務允許貴方將貴方系統連接至本行的有關服務，以實現直通處理大量交易、使用定制化預處理規則、自動路徑及實時交易提醒。

3.2. 連接。 貴方可使用本行提供予貴方或允許貴方使用的有關軟件以主機對傳方式連接至本行的數碼渠道。

## 4. **星展銀行 API 服務**

4.1. 說明。 該服務允許貴方使用本行 API 連接至本行的有關服務。

4.2. 限制。 本行可限制貴方對 API 的使用，例如透過對貴方可提出的請求數量或貴方可服務的用戶數量加以限制的方式。貴方須遵守本行向貴方作出的任何指示，以確保適當的對話管理及並發管理。若本行懷疑或確認貴方未能向本行提供合理支持而本行認為影響訪問或使用本行有關服務，本行可暫停或永久撤銷授予貴方以使用本行 API 的許可。

4.3. 監控。 本行可為合規目的及改進本行的數碼渠道，監控貴方對 API 的使用。

## 5. **客戶 API**

5.1. 許可。 若貴方將貴方的 API 提供予本行，以便本行為貴方提供有關服務，貴方同意在其使用本行有關服務期間內授予本行（及任何其他涉及向貴方提供有關服務的第三方）訪問貴方 API 及任何隨附 API 文檔的許可，該等許可不可轉讓、非專用、全球通用、免版稅且不可撤銷。

5.2. 修改。 未經本行事先書面同意，貴方不得修改貴方為使本行向貴方提供有關服務而使用的任何 API。

5.3. 開源軟件。 若貴方在為使本行向貴方提供有關服務而使用的 API 中納入或使用了任何開源軟件，貴方應向本行提供開源軟件的所有詳細資料，確保該等開源軟件的使用遵循適用的許可，確保貴方使用或納入該等開源軟件不會引致向任何人士披露、許可或另行提供本行數碼渠道、有關服務或任何機密資料的任何部分的義務，並確保該等使用不會減少貴方在本協議下的義務。

## 6. SWIFT FILEACT 服務

6.1. 連接。 貴方可使用 SWIFT 提供的連接選項連接至本行的數碼渠道，以安全地向本行傳輸文件。

6.2. SWIFT 要求。 貴方保證貴方是獲授權的 SWIFT 參與者，除了遵守本行的安全要求外，貴方亦將遵守所有 SWIFT 的要求。前述內容如有任何變更，貴方須立即通知本行。

## 7. 遠程數據傳輸服務

7.1. 說明。 此項服務允許貴方使用多銀行連接解決方案來訪問本行的有關服務。

7.2. EBICS 的使用。 此項服務將透過 EBICS 介面並根據相關 EBIC 特定協定、規範及標準提供。貴方的系統和軟件須符合本行服務文檔中規定的安全要求及其他要求。貴方可使用指定數據格式、電子簽名及文件和傳輸加密，透過 EBICS 介面作出及授權指令。某些類型的電子簽名不可用於授權指令，僅可用於作出和傳輸指令。貴方須在初始化文件中向本行提供貴方公開密碼匙的詳細資料，供本行驗證，並於其到期前在新的初始化文件中向本行提供貴方新的公開密碼匙。貴方須收集本行的公開密碼匙，並在使用前根據本行單獨發送給貴方的哈希 (hash) 值加以驗證。

7.3. 身份識別介質。 貴方的每個用戶均需有其各自的身份識別介質，該等介質將用作此項服務的保安裝置。貴方及貴方的用戶可透過向本行發送指定格式的訊息或使用暫停功能，暫停其身份識別介質的訪問授權。一旦訪問授權被暫停，需要對身份識別介質進行重新初始化。

7.4. 客戶識別碼。 貴方必須確保正確列明任何客戶識別碼，因為客戶識別碼將作為處理任何付款指示的唯一依據。

7.5. 記錄。 貴方須保存並應要求及時向本行提供貴方最近 30 天使用服務的準確記錄，包括傳輸的文件和身份識別驗證資料及生成的電子協定的詳盡內容。

## 8. 託管支付平台服務

8.1. 說明。 此項服務允許貴方訪問本行為貴方提供介面的託管支付平台，貴方可以透過 API 將其整合至貴方的電子商務網站或流動應用程式中，以便貴方透過本行的支持支付方式收取付款。

8.2. 適用條款。 管轄相關支持支付方式的條款及細則亦適用於本託管支付平台服務。

8.3. 扣款權。 本行有權從貴方帳戶中扣除貴方因任何與卡相關的退款及/或退費、貴方帳戶中的任何負結算款及任何適用費用（比如每月代碼活動費用、年度維護費用、MPGS 網聯費用和 MPGS 代碼化費用）欠本行的任何金額。

8.4. 付款人。 貴方自行負責貴方與任何付款人之間與服務相關的所有關係。這包括與任何付款人的所有往來，對任何付款人的交易實施適用的限額控制，向貴方的付款人更新每筆交易的狀態，處理貴方付款人的退款要求，提供技術支持並解決與付款人的任何爭議。

8.5. 終止。 如果貴方不再訂閱支持支付方式，本行可立即終止託管支付平台服務而無需通知貴方。每一相關支持支付方式的終止後果同樣適用於託管支付平台服務。

## 9. 定義及解釋。

本服務附件中所用定義詞應具有一般銀行業務條款及細則（適用於銀行）C部分中所賦予的含義。下列定義詞亦適用於本服務附件：

**API** 指應用程式介面。

**卡**指本行或經批准的銀行發行的任何信用卡、借記卡或記帳卡或代碼，上面帶有本行授權的與商戶相關的卡網絡的名稱、服務標章及/或標誌，用於本行的支持支付方式。

**客戶自助管理員**指某一類的獲授權人，即貴方告知本行負責就數碼渠道承擔客戶自助管理員之職的人士。

**客戶自助管理服務**指本行向貴方提供的與貴方註冊新的有關服務及對貴方使用和訪問數碼渠道加以持續管理、運作及維護相關的有關服務。

**數碼證書**指用於證明下列各項的任何電子、數碼或其他證書： (i) 本行依本行絕對酌情決定權不時就任何數碼渠道或有關服務而接受或指定用於該等數碼渠道或有關服務的指示或其他通訊的完整性； (ii) 發出該等指示或通訊之人的真實性或身份；及/或 (iii) 該等指示或通訊的任何其他特點。

**雙重監控**指涉及由兩人或多人完成一項交易的規程，即由一人創建一項交易，由權限較高的另一人在系統中批准該項交易。

**EBICS** 指電子銀行業務互聯網通信標準，即 [www.ebics.org](http://www.ebics.org) 上所載的安全通信標準。

**託管支付平台服務**指本行可能透過託管支付平台為貴方提供的服務，以促進(i)使用支持支付方式從貴方的付款人處收取付款，(ii)任何交易的結算，及(iii)向貴方提供與此類交易有關的報告。這些特性和功能可能會不時變化。

**維護費用**指就處理使用卡的在線交易應付的每月維護費用。

**MPGS 網聯費用**指就處理使用卡的在線交易應付的網聯費用。

**MPGS 代碼化費用**指本行為實現卡備檔交易進行卡代碼化而可能直接向貴方收取的持續費用。

**PayLah!**指本行創建並從授權應用商店提供的流動應用程式，用於進行網上購物、接收和發送資金及/或支付賬單等目的。

**支持支付方式**指支付方式，比如 PayLah! 、 DBS MAX PayNow 或卡以及本行可能提供的其他支付方式。

**代碼活動費用**指為實現卡備檔交易而對用於替代卡詳細信息的唯一備用代碼進行代碼化及/或維護的應付費用。