

## Terms and Conditions for the DBS x KPay Joint Promotion Programme (“Promotion”)

1. The Promotion is only applicable to selected company customers of DBS Bank (Hong Kong) Limited (the “**Bank**”, which expression shall include their respective successor and assign) which have received this direct mailer (each a “**Customer**”). The Bank may determine if a Customer is eligible for any Offers in its sole and absolute discretion and the Bank’s decision is final, binding and conclusive.
2. This Promotion is available from 23 June 2023 to 31 December 2023 (both dates inclusive) (the “**Promotion Period**”), unless otherwise extended or otherwise terminated in accordance with these terms and conditions. By participating in this Promotion, you agree to be bound by these terms and conditions.
3. The offers to be provided by the Bank in the Promotion during the Promotion Period (the “**Offers**”) is as followed:
  - 3.1. DBS Business Account maintained with the Bank (“**Business Account**”) opening fee waiver for local Hong Kong businesses up to HK\$1,200 (“**Offer 1**”).
    - 3.1.1. Eligible Customer is required to settle the outstanding balance of the said Business Account(s) opening fee after deducting the said Business Account(s) opening fee waiver, if any.
  - 3.2. For minimum deposit balance in the first 12 months upon Business Account opening, 12 months service fee may be waived. Such Offer value shall be capped at HK\$3,000 (“**Offer 2**”).
  - 3.3. For details and the full terms and conditions of KConnect SME digital solution platform (“**KConnect**”) cash rebate and POS terminal service fee waiver by KPay Merchant Service Limited (“**KPay**”) under this Promotion, please refer to [https://www.kpay-group.com/edm/general/DBSxKPay\\_KConnect\\_TnC\\_EN.pdf](https://www.kpay-group.com/edm/general/DBSxKPay_KConnect_TnC_EN.pdf).
4. In order to be eligible for the Offers, Customer must fulfill all of the following requirements, any Customer who has fulfilled all of the following requirements is an “**Eligible Customer**”:
  - 4.1. Successfully installed the “KPay Smart POS Terminal” prior to the submission of the DBS Business Account Application; and
  - 4.2. Successfully submitted Business Account(s) application via the Bank’s online Business Account(s) opening during the Promotion Period;
  - 4.3. Successfully opened a Business Account;
  - 4.4. Had used the newly opened Business Account(s) as the default bank account for settlement with KPay within 2 months upon the Business Account(s) is/are successfully opened; and
  - 4.5. Had neither held any Business Account(s) nor maintained any credit facility with the Bank (which expression shall include its successors and assigns) any time before 21 June 2023.
5. The Bank may determine if a Customer is an Eligible Customer and if an Eligible Customer is entitled for any Offers in its sole and absolute discretion and the Bank’s decision is final, binding and conclusive.
6. The Promotion is not applicable for banks, non-bank financial institutions, investment holding companies and personal investment companies subject to Bank’s sole and absolute discretion and the Bank’s decision.
7. Each Eligible Customer can only participate in the Offers once during the Promotion Period.
8. Each of the Customers participating in this Promotion consents that the Bank may share such Customers’ relevant data (including personal data) with KPay for the purpose of this Promotion.
9. The Promotion is not available to customers which have closed DBS Business Account 12 months prior to the first date of the Promotion. Bank staff or corporate entities controlled by Bank staff cannot participate in the Promotion.

10. Any reward or Offers under this Promotion cannot be exchanged, in whole or in part, into any credit, other goods or services and is not transferable.
11. The Bank has the final decision on all matters relating to the Promotion. The Bank may, in its sole and absolute discretion, change these terms and conditions and or modify, extend, terminate the Promotion without notice and without reason without liability. In case of any dispute relating to or arising out of these terms and conditions and/or any Offers and/or the Promotion, the Bank's decision shall be final, conclusive and binding. No correspondence or claims will be entertained.
12. Any account, service or product of the Bank is subject to all relevant terms and conditions governing such account, service or product.
13. Any fraud and/or abuse of the Promotion will result in: (a) forfeiture of any entitlement under the Promotion; and/or (b) cancellation of all or part of the customer's account(s) with the Bank. The Bank may at any time without notice or any liability, deduct an amount equivalent to the value of any offers awarded inappropriately the customer's bank account(s) with the Bank and/or take legal action to recover any outstanding amounts.
14. In the event of any inconsistency between these terms and conditions and any brochures, marketing or promotional materials relating to any of the Promotions, these terms and conditions shall prevail.
15. Unless expressly provided to the contrary in these terms and conditions, a person who is not a party to these terms and conditions shall not be entitled to enforce any provision of these terms and conditions under the Contracts (Rights of Third Parties) Ordinance.
16. These terms and conditions are governed by, and shall be construed in accordance with, the laws of Hong Kong Special Administrative Region.
17. If there is any inconsistency between the English and Chinese versions of these terms and conditions, the English version shall prevail.