

# **DBS ELECTRONIC BANKING ("EB") SERVICES TERMS AND CONDITIONS**

These DBS Electronic Banking ("EB") Services Terms and Conditions ("Terms and Conditions") contain the general terms and conditions governing the provision of EB Services by DBS Bank Ltd in Singapore or through any of its other branches in any other part of the world.

These Terms and Conditions are divided into parts ("Parts").

Part A contains the general terms and conditions that apply to the provision of EB Services generally by DBS Bank Ltd in Singapore or through any of its other branches in any other part of the world.

The other Parts contain additional terms and conditions relating to the provision of EB Services by DBS Bank Ltd through its other branches outside Singapore. Depending on the jurisdiction in which the EB Services are provided, that Part applicable to the provision of EB Services from that jurisdiction will apply ("Country-Specific Part"). The terms of Part A and the relevant Country-Specific Part apply to the provision of EB Services by us where you utilise the EB Services in the relevant jurisdiction to which the Country-Specific Part relates.

In these Terms and Conditions, "you" and "your" means the customer and its successors and assigns. "We", "our" and "us" refers to DBS Bank Ltd and its successors and assigns or to any "Bank Member" (as defined below) if any services are being provided by a Bank Member under these Terms and Conditions. A "Party" may refer either to the customer DBS Bank Ltd and its successors and assigns.

## Part A

### 1. INTERPRETATION

1.1 In these Terms and Conditions, unless the context otherwise requires:-

"Bank Member" means any of our subsidiaries, our ultimate holding company, any corporation in our group (being a corporation in which an equity interest is held by any of the foregoing entities) or any bank or member of a bank group with whom we have entered or may enter into any form of alliance;

"Digital Signature" has the meaning ascribed in Section 2 of the Electronic Transactions Act (Cap. 88);

"EB Services" means the services that we make available to you under these Terms and Conditions;

"File Transfer" means a batch of instructions in respect of the EB Services contained in a file downloaded from your database;

"Login ID" means one or more sequence of numbers and/or letters being identification for purposes of logging on to the EB Services;

"Mandate" means all written authorisations and mandates provided by you to us, whether by way of a board resolution from your company or otherwise;

"Security Device" refers to a password, any electronic device with encoded electronic strip and/or chip to provide user identification and/or digital signature generation or such other device, machine or method which we provide to you for accessing and/or using (as the case may be) the EB Services when used together with the Login ID;

"System" refers collectively to the hardware, server system, data processing system, security system, computer teletransmission and telecommunications system, operating system, dedicated applications and all software, as may be upgraded, modified or altered from time to time, used for the purpose of providing, supporting and/or otherwise referable to the EB Services;

"Terms and Conditions" means these provisions and all amendments made in accordance with **Clause 14.6**;

"User Guide" means such User Guide or document (including electronic records), setting out instructions on the use of the EB Services, as amended by us;

"Users" means the persons whom you have authorised or are deemed to have authorised to access and use the EB Services on your behalf. Any person entering a Login ID and using or entering its corresponding Security Device provided to any person authorised by you will be deemed to be authorised by you.

1.2 Words importing the singular also import the plural and vice versa. References to natural persons include bodies corporate and vice versa; and references to one gender include a reference to the other.

### 2. SECURITY

2.1 You will use best endeavours to preserve the integrity and security of the EB Services and maintain such integrity by ensuring no unauthorised use of any Security Device or the EB Services.

2.2 Unless we receive written notice from you under **Clause 3.1**, we may rely and act on the correct entry of a Login ID together with the use or entry of the corresponding Security Device(s) as conclusive evidence of the authenticity of the data or instruction and authority of the originator of such data or instruction.

2.3 You agree to use Digital Signatures as a security procedure in relation to all instructions and data which signed with Digital Signatures. Unless we receive written notice from you under **Clause 3.1**, we may rely on such Digital Signatures as conclusive evidence as against you that data and instructions signed with such Digital Signatures are authorised by you.

### 3. UNAUTHORISED ACCESS TO SECURITY DEVICES

3.1 You will notify our Processing and Servicing Department (or such other department as notified to you from time to time) immediately if you reasonably believe that any Security Device is compromised. Oral notice must be followed within 24 hours by written notice.

3.2 Once you notify us under **Clause 3.1** of a compromised Security Device, we will as soon as reasonably practicable cancel the compromised Security Device and use all reasonable endeavours to stop the processing of outstanding instructions originating from the compromised Security Device. If you wish any such instructions to be carried out, any person duly authorised to act on your behalf in this respect may re-instruct us to carry out those instructions. You will be bound by all instructions and transactions resulting from any instruction made which are referable to any Security Device which we relied upon prior to such cancellation, or the processing of which we, using all reasonable endeavours, were unable to stop.

3.3 We are not deemed to have received any notice given under **Clause 3.1** unless our Processing and Servicing Department has acknowledged receipt in writing. Such notice will be acknowledged as soon as reasonably practicable.

### 4. HARDWARE AND SOFTWARE REQUIREMENTS

4.1 You will provide your own facilities (including terminal, ancillary basic software, modem, and telecommunications facilities) for accessing and using the EB Services. We will notify you of the minimum hardware and software requirements from time to time in connection with the EB Services (the "Minimum Requirements").

4.2 We may at any time upgrade, modify or alter the EB Services by giving you at least one month's notice. You will make any necessary alteration to your own facilities to facilitate continued access to and use of the EB Services. For one month after such

upgrade, modification or alteration, we will provide you with reasonable assistance in the event of any resulting difficulties.

4.3 At your request, we may at our sole discretion agree to license to you any software we may have developed for the EB Services (the "Software") together with the User Guide containing the Software's features, functions and operation instructions. The licensing will be on the following terms:

- (1) You must specify in your request the number of copies of Software required, the machines and the location of the machines on which each copy is to be installed.
- (2) We will deliver to you such number of copies of the Software which we agree to provide, for installation on such machines as we are agreeable to.
- (3) We will, upon delivery of the Software to you, grant you a non-exclusive royalty free right for the term of these Terms and Conditions to use the Software solely on the machines referred to in **Clause 4.3(2)** above.
- (4) You undertake not to make copies of, distribute, modify, or reverse engineer the Software.
- (5) All warranties made by us and all responsibilities and/or liabilities of ours have been expressly set out in these Terms and Conditions and all implied warranties, responsibilities and/or liabilities on our part (whether implied by law or otherwise) are expressly and absolutely excluded.
- (6) We warrant we are the lawful licensee of or have all legal rights to make available to you use of the Software in accordance with these Terms and Conditions.

4.4 At your request, we may at our sole discretion assist you to install the Software on the following terms and conditions:

- (1) We will assist you to install the Software on the machines referred to in **Clause 4.3(2)** at such dates and times as agreed, provided that we will not install the Software at a date and time outside our business hours.
- (2) We are not required to:-
  - (a) ensure that the Software is compatible with or able to run on your computer system and that your computer system is configured to run the Software;
  - (b) ensure that your computer system or any programmes on the Customer's computer system will not cause conflicts with the Software;
  - (c) correct errors or defects to your computer system or any programmes on your computer system howsoever caused; or
  - (d) ensure software support and maintenance of the Software on your computer system or of your computer system.
- (3) We may impose a charge/fee for assisting you to install the Software.
- (4) We will appoint an employee or agent to assist you in installation. You will appoint an employee or agent to liaise with our employee or agent. You will procure that your employee or agent co-operates with our employee

or agent and complies fully and promptly with all reasonable directions given by our employee or agent or by us in respect of the installation of the Software.

- (5) While it is our policy to ensure that the installation of the Software is carried out with due diligence and care, we do not warrant the quality of the installation and expressly exclude all implied warranties (whether implied by law or otherwise). We have no responsibility or liability to you in contract, tort (including negligence or breach of statutory duty) or otherwise for any damages, losses, expenses or costs (whether direct or indirect, or whether foreseeable or not) which you may suffer or incur arising from or referable to the installation of the Software or the operation of the Software, unless this is caused by our negligence or fraud or that of our officers, employees or agents.

4.5 You will comply with the User Guide and keep, and use best endeavours to procure any person given access to the User Guide keep, confidential all information contained in the User Guide, unless such information is already in the public domain through no breach of yours or your employees, agents or other representatives. You must not, nor permit any person to, make copies of all or part of any User Guide other than for the purpose of your own access or use of the EB Services.

#### 5. ESTABLISHMENT OF SERVICES AND ACCOUNTS MANDATES

5.1 You will provide us in writing the Mandate for each EB Service and each User in the form and manner prescribed by us. Upon our Processing & Services Department receiving the duly completed Mandate, we will input such information into the System and activate the System to capture the same within 7 business days.

5.2 We are not obliged to input any of the information or to activate the System if we are of the view that there is any discrepancy, ambiguity, or contradiction in such information. However, we will not be liable for any losses, damages, costs and expenses which you may suffer or incur if we reasonably proceed to input any of the information or to activate the System despite such discrepancy, ambiguity, or contradiction.

5.3 The Mandate for each EB Service and of each User applies only in relation to the EB Service. Any change to the Mandate for an EB Service will in no way affect the Mandate for any other service provided by us (whether it be another EB Service or a service provided under other agreements), and *vice versa*.

#### 6. USE OF EB SERVICES

6.1 We are not deemed to have properly received any data or instructions transmitted via the EB Services until the EB Services indicates that such data or instructions are received by the host system of the EB Services. We will as soon as reasonably practicable transmit an acknowledgement of such receipt. This acknowledgement only confirms that we have received such data or instruction.

6.2 Data or instructions given and received through the EB Services after the relevant cut-off time on any day (as determined by us and notified to you in advance) will be treated as data or instructions given and received on the next day on which we are open for business. We may process such data or carry out such instructions on such next day provided that such data or instructions may still be feasibly and reasonably processed or carried out (as we may determine in our sole discretion). If such data or instructions cannot be feasibly and reasonably processed or carried out (as we may determine in our sole discretion), we may refrain from carrying out such data or instructions without notice to you.

6.3 You acknowledge that banking and other services made available via the EB Services are subject to limitations and that you may not

be able to effect certain transactions via the EB Services even if such transactions could be effected when instructions are given to us otherwise than via the EB Services. You also recognise that there may be occasions where the EB Services are disrupted or delayed from time to time for whatever reason and are not available for access or use. We will, on such occasions, use all reasonable endeavours to re-establish the EB Services as soon as reasonably practicable.

6.4 You must ensure that only Users with proper and valid authority (in quantum, type of transaction and howsoever otherwise) send or transmit or authorise the sending or transmission (within any limits set by you on the relevant Users) of data and instructions, created online real-time or via a File Transfer, to us.

## 7. DISCLOSURE AND SECURITY

7.1 We and our officers, employees and agents are authorised to provide or disclose :-

- (1) necessary for the purpose of giving effect to any instruction given using the EB Services or complying with the order of any court or government or regulatory authority in any jurisdiction, to any person;
- (2) to any agent, contractor or correspondent engaged by the Bank for the purpose of carrying out or procuring the carrying out of any of the matters under or contemplated in these Terms and Conditions (including the EB Services);
- (3) to any digital certificate authority, regulatory authority, electronic, computer, telecommunication, financial or card institution involved in the EB Services from time to time; or
- (4) to any Bank Member,

any information whatsoever relating to you and your account(s) as we may, in our discretion, consider necessary to provide or disclose.

7.2 We will take all commercially reasonable precautions to preserve the integrity and confidentiality of information relating to you and your account(s) provided to us pursuant to these Terms and Conditions.

7.3 We (or our officers, employees or agents) may be required to disclose information to persons whose principal place of business is outside your jurisdiction of incorporation, place of business or location or account(s) (the "Relevant Jurisdiction") and such information, once disclosed, may be collected, held, processed or used by the recipient in whole or part outside the Relevant Jurisdiction.

## 8. REPRESENTATIONS AND WARRANTIES

8.1 You represent and warrant at all times that:-

- (1) all particulars of yours that you give us from time to time for purposes of or in connection with the EB Services are accurate;
- (2) you are (i) validly existing, (ii) not insolvent and (iii) legally capable and has the power to enter into and perform and comply with its obligations under these Terms and Conditions; and
- (3) all conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order (i) to enable you to lawfully enter into and perform and comply with its obligations under these Terms and Conditions, and (ii) to ensure that

those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

8.2 You undertake to ensure, and represent and warrant, that all instructions bearing your Login ID and corresponding Security Device (and in the case of instructions sent via a File Transfer, both as a whole and in respect of each instruction comprising the file) sent to us using the EB Services and all transactions using the EB Services are and will be:-

- (1) complete, accurate, true and correct (and we have no obligation to check any such information and/or instructions to ascertain their completeness, veracity and accuracy); and
- (2) duly authorised or sent or transmitted or authorised to be sent or transmitted by such persons as are duly authorised by it to send or transmit or authorise the sending or transmission of such instructions.

## 9. LIMITATION OF LIABILITY

9.1 You acknowledge there are certain security, corruption, transmission error and access availability risks associated with using open networks and expressly assume such risks. We make no warranty or representation as to the foregoing. You are satisfied with the adequacy and suitability of the EB Services as a delivery mechanism for data and instructions and of the security procedures.

9.2 Notwithstanding anything to the contrary, we are not liable for any damages, losses, costs and expenses (whether direct or indirect, and whether foreseeable or not) which you may suffer or incur arising from:

- (1) any errors, defect, breakdown, deficiency, malfunction or failure in respect of the System, the Software or any other equipment software or telecommunication system (whether belonging to or operated by us or otherwise) howsoever caused;
- (2) any act or failure to act by any other financial institution or other third party;
- (3) any event or circumstance beyond the Bank's control;
- (4) loss of profit or any indirect, special or consequential loss or damage, regardless of the form of action;
- (5) any breach of security, delay, corruption or transmission error and unavailability of access associated with using the EB Services; or
- (6) any information in relation to the System being inaccurate in any manner whatsoever,

whether or not we had notice of the same.

9.3 We may use agents, contractors or correspondents (collectively the "Sub-contractors") to carry out or procure the carrying out of any of the matters under or contemplated in these Terms and Conditions (including the EB Services) provided that we use reasonable care in selecting the Sub-contractors.

## 10. CHARGES AND TAXES

10.1 You must pay (1) all our charges for providing the EB Services and any and all ancillary services (including any transaction processing fee/charge) in accordance with the scale of charges agreed between the Parties. If we cannot reach agreement on any increase to such charges, then we may immediately suspend or terminate these Terms and Conditions and/or your access to the EB Services or any individual module or electronic banking service

comprising the EB Services without any liability in which case the provisions of **Clause 11.3** will apply. You authorise us to debit such charges, costs and expenses, and any GST (as defined in **Clause 10.2**), from any of your account(s) with us without reference to you. You undertake to execute and furnish us such additional written authority as we may require to effect such debiting. At your request, we will furnish a list of all charges, costs and expenses applicable to this Clause and the respective prices.

10.2 If any goods and services tax ("GST") (which expression includes any tax, by whatever name called, of a similar nature that may be substituted for it or levied in addition to it) is now or subsequently chargeable by law on any payment, you will pay such GST in addition to all other sums payable by the Customer or relating to such sums. If we are required by law to collect and make payment in respect of such GST, you will indemnify us against such payments.

#### 11. TERMINATION

11.1 You may give us not less than 14 days' written notice at any time to (1) terminate your use of the EB Services, or (2) terminate your use of any individual module or electronic banking service comprising the EB Services, or (3) withdraw any particular banking account of yours maintained with us for the EB Services.

11.2 We may at any time by not less than 14 days' written notice to you suspend or terminate (1) your access to the EB Services, or (2) your access to any individual module or electronic banking service comprising the EB Services without any liability. No termination or suspension will affect any instruction given by you which is properly received by us prior to expiry of such notice.

11.3 If either Party gives notice to terminate access or use of the EB Services or any individual module or electronic banking service (as the case may be), you agree that 24 hours before the expiry of such notice of termination:-

- (1) you will cease to use any Security Device in respect of such module or electronic banking service and/or the EB Services (as the case may be); and
- (2) if your access or use of the EB Services is terminated, you will return the User Guide, all copies (if any) and all Security Device(s) and all materials containing all Software (if any) and all copies (if any). You will also delete such Software from any system and pay all charges, costs and/or expenses due to us under these Terms and Conditions.

#### 12. RECORDS CONCLUSIVE

12.1 You accept our records of any and all instructions, communications, operations or transactions made or performed, processed or effected through the EB Services or relating to the EB Services (except for manifest error) as final and conclusive and the same are binding on you for all purposes. The Parties agree that all such records are relevant and admissible in evidence and that neither will dispute the accuracy nor the authenticity of the contents of such records merely on the basis that such records were produced by or are the output of a computer system, and waive any of their rights (if any) to so object.

12.2 Without prejudice to **Clause 12.1**, where you receive any statements or records of any of the aforesaid instructions, communications, operations or transactions, you must inform us of any mistake or omission or disagreement within 14 days from the date such statement or record was sent. If you fail to do so, you agree you no longer have the right to dispute the accuracy of such statement of record. We will treat your silence as a representation from you that such statement or record is accurate.

#### 13. NOTICES

13.1 Unless these Terms and Conditions state otherwise, all notices, demands or other communications ("Notices") required or permitted to be given or made under these Terms and Conditions (1) by us may be in writing and delivered personally or sent by post or by prepaid registered post or by facsimile or by electronic mail addressed to the intended recipient and sent to the address, facsimile number or electronic mail address last registered with us and (2) by you will (unless these Terms and Conditions otherwise specify) be in writing (other than by electronic means) and delivered personally or sent by post or by prepaid registered post attentioned to the person stated below (or such other person as notified by us to you) and sent to the address stated below (or such other address as notified by us to you):-

750E Chai Chee Road #08-04  
Technopark @ Chai Chee  
Singapore 469005  
Attention to: Channel Management,  
Technology and Operations

13.2 You are deemed to receive any Notice sent by us in respect of the EB Services two days after the date of posting (if sent by post) or immediately (if delivered personally, by facsimile transmission or by electronic mail). We are deemed to receive any Notice sent by you only on actual receipt.

13.3 This **Clause 13** relates only to Notices in respect of matters concerning these Terms and Conditions. Unless these Terms and Conditions state otherwise, the means of communications in respect of services made available by us via the EB Services are governed by the terms of the relevant agreement between us relating to such services.

#### 14. MISCELLANEOUS

14.1 Rights to Software, User Guide, Security Devices : You acknowledge that you do not acquire any proprietary rights (including intellectual property rights) in and to the Software, the User Guide or any Security Device. To the extent that you may acquire any such rights, you agree to transfer and assign and do hereby transfer and assign these rights to us, and to sign any additional documents we may require to effect this.

14.2 Information Transmitted by Us : Any data information or message transmitted to you through the System is confidential and intended for the sole use of the intended recipient. If you are not the intended recipient, you should notify us immediately. You will not disclose copy disseminate or use the same but will immediately delete the same (and all copies) from your computer system and destroy all hard copies.

14.3 Continuing Effect : The termination of your access to and use of the EB Services will not affect any provision of these Terms and Conditions which is capable of being performed and/or which survive, operate or continue to have effect after such termination. Termination will not prejudice any right of action already accrued to a Party in respect of any breach of the provisions of these Terms and Conditions by the other Party.

14.4 Severability : If any provision of these Terms and Conditions is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from these Terms and Conditions and rendered ineffective where possible without modifying the other terms of these Terms and Conditions.

14.5 Prevailing Terms and Conditions : In addition to these Terms and Conditions, our prevailing terms and conditions governing your account(s) and the various services available on EB Services will apply and bind you. If there is any conflict between the said terms and conditions and these Terms and Conditions the latter will prevail.

14.6 Amendments and Variations : We may, by notice to you, add to, amend or vary these Terms and Conditions or the User Guide at our absolute discretion. Such notice or amendments or a set of the revised Terms and Conditions will be given, exhibited and/or publicised in the form set out in **Clause 13** or via the EB Services or any graphical user interface or electronic text page set up in or as part of the EB Services or through any media. Upon the giving, exhibition or publication of such notice, amendments or revised Terms and Conditions, you and any User shall be deemed to have notice of such amended Terms and Conditions. If you or any User continue to use the EB Services after the effective date of such addition, amendment or variation you are conclusively deemed to have agreed to the same.

14.7 Assignment and Transfer : Use of and access to the EB Services is personal to you. You may not assign any benefit which you may receive under these Terms and Conditions to any third party without our written consent. We may transfer any or all of our rights and obligations under these Terms and Conditions without your consent to any Bank Member. Once we notify you of the transfer, the transferee will assume all transferred rights and obligations and we will cease to be entitled to the transferred rights and be released from the transferred obligations, from the date of the transfer.

14.8 Governing Law and Submission to Jurisdiction : Where the EB Services are provided by our branches other than branches located in Singapore and where provided in the relevant Part of these Terms and Conditions, these Terms and Conditions shall be governed by the relevant law specified in the relevant Part of these Terms and Conditions, and you agree to submit to the non-exclusive jurisdiction of the courts of the relevant jurisdiction specified in such relevant Part of these Terms and Conditions.

Where the EB Services are provided by us in Singapore, these Terms and Conditions are governed by the laws of Singapore and you agree to submit to the non-exclusive jurisdiction of the courts of Singapore.

14.9 The Contracts (Rights of Third Parties) Act : Unless these Terms and Conditions expressly provide otherwise, no person other than the Parties can enforce any of the provisions in these Terms and Conditions pursuant to the Contracts (Rights of Third Parties) Act(Chapter 53B). Notwithstanding any provision in these Terms and Conditions, no third party consent is required to vary (including releasing or compromising any liability) or terminate the agreement between the Parties in respect of the EB Services.

I/We hereby confirm that I/we have received copies of PT. DBS Indonesia Electronic Banking (“EB”) Services Terms and Conditions, which I/we have read, understood and accepted

( Chairman ) ( Director )

On Behalf of  
PT. ....

# DBS Electronic Banking (“EB”) Services Terms and Conditions

## Part B – Republic of Indonesia

This Part B applies to and governs the operation of the EB Services by PT Bank DBS Indonesia in the Republic of Indonesia and supplements, amends (where indicated so) and forms part of the DBS Electronic Banking (“EB”) Terms and Conditions.

1. Clause 1.1

Substituting the definition of “Digital Signature” with the following: “Electronic information affixed, directly related or associated with electronic information made by the signatory to show its identity and status as a legal subject, including but not limited to the usage of public key infrastructure, biometric, symmetric and cryptography.”

2. Clause 8.1 (1)

Substituting the entire Clause 8.1(1) with the following:

“all particulars of yours that you give us from time to time for purposes of or in connection with complying with the Know Your Customer Principles for banks and with the EB Services are accurate.”

3. Clause 9.3

Inserting the following sentence at the end of the clause: “and by observing the prevailing regulation from Bank Indonesia on the use of information technology systems by banks.”

4. Clause 13.1

Inserting the following sentence at the end of the clause: The relevant address and contact person in Indonesia shall be as follows:

**PT Bank DBS Indonesia**  
Plaza Permata, 12<sup>th</sup> Floor  
Jalan M.H. Thamrin Kav 57  
Jakarta 10350, Indonesia  
Attention: Global Transaction Services

5. Clause 14.8

Substituting the entire Clause 14.8 with the following:

“14.8 Governing Law and Submission to Jurisdiction: These Terms and Conditions are governed by and construed in accordance with the laws of the Republic of Indonesia. You agree to submit to the non-exclusive jurisdiction of the competent courts of the Central Jakarta District Court.”

6. Clause 14.9

Substituting the entire Clause 14.9 with the following:

“14.9 Governing Language: In the event of any inconsistency or contradiction between the English and Bahasa Indonesia versions of these Terms and Conditions, the English version shall govern and prevail.”

7. Inserting the following as a new Clause 14.10:

“14.10 Use of EB Services outside the Republic of Indonesia: You acknowledge that the use of EB Services outside the Republic of Indonesia is subject to:

- (1) Restriction of Rupiah transaction regulations of Bank Indonesia and any reporting requirements operating in the country where the transaction is effected or requested; and
- (2) the laws and regulations of the Republic of Indonesia and the country where the transaction is effected or requested.”

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