



## Live Fresh DBS Visa payWave Platinum Card Card Agreement

This Agreement contains the terms and conditions applicable to your Card(s) and Card Account(s). Please read them carefully before you sign or use the card(s). Upon signing or using the Card(s), you will be bound by this Agreement.

A reference to the words use, using or use of any Card shall mean use of the physical Card or any details or particular of the Card or use via such other permitted means or channels as we may designate or allow from time to time.

When you read this Agreement, bear in mind that you, your and Cardholder mean the person named on the enclosed Card. The words we, our and us refer to DBS Bank Ltd and its successors and assigns. If you are the individual requesting us to issue the Card(s) to you, you will be known as the Principal Cardholder and you will have an account with us called the Card Account. If you have received this Card(s) upon the request of a Principal Cardholder to be used in conjunction with the Principal Cardholders Card Account, you will be called the Supplementary Cardholder, and each Card(s) issued to you will be known as a Supplementary Card.

### 1. USE OF CARD/PIN

#### 1.1. RECEIPT OF CARD PIN

Once your application for a Card is approved, we shall send you a Card and a Personal Identification Number (PIN) to be used in conjunction with your Card. Upon receipt of your Card, you should sign the Card before you use it. By signing the Card or using the Card, you will be bound by the terms and conditions of this Agreement.

#### 1.2. CARD AND PIN FACILITIES

You may use your Card for making authorised purchases or obtaining cash advances. No other person is allowed to use the Card and/or PIN to make any transactions. We may determine at our sole discretion the facilities that you may utilise you PIN. Should we decide to, we may also modify any such facilities.

#### 1.3. VISA PAYWAVE FACILITY

1.3.1. Your Card may be used to carry out Card transactions at all terminals that accept VISA Cards and at such other readers or systems as we may from time to time approve. The first Card transaction on a Card shall be an EMV Chip signature-based transaction, or such other activation and authentication procedure, as the Bank may in its sole and absolute discretion prescribe from time to time.

1.3.2. Cardholders may use their Cards to effect Card transactions at VISA payWave readers.

1.3.3. A VISA payWave reader is a point-of-sale device at which your Card may be used to execute Card transactions, either by tapping or waving the Card against such reader without requiring any signature, PIN or other authentication on your part.

1.3.4. You may use the Card to effect any number of Card transactions on VISA payWave readers (VISA payWave transactions) so long as the value of each VISA payWave transaction does not exceed S\$100.

1.3.5. Any usage of a card at any VISA payWave readers, if permitted by us, shall be subject to such terms and conditions as we may impose from time to time.

#### 1.4. EZ-LINK FACILITY

You may use the Card to carry out EZ-Link transactions during the validity period specified on the Card. These transactions will be effected by you on the Card using the EZ-Link Facility. You acknowledge that the Card incorporates an EZ-Link stored value facility in, of which EZ-Link Pte Ltd is the holder and operator, which enables the users thereof to pay for the travel on public transport and goods and services provided by authorised merchants.

#### 1.5. EZ-RELOAD BY CARD FACILITY

Your Card(s) are pre-enrolled for the EZ-Reload by Card (EZ-Reload) facility provided by EZ-Link and paid for by you through the debiting of payments from your Principal Card account, when the stored value on your Card falls to zero or less. The EZ-Reload is effective only upon activation by you at any TransitLink Ticket Office (ticket sales office located in Mass Rapid Transit stations and bus interchanges operated by Transit Link Pte Ltd, and its successors and assigns, appointed by EZ-Link for the purpose of providing sales, revaluation, replacement and refund services for the EZ-Link Facility) or at any GTM (General Ticketing Machine) located in Mass Rapid Transit stations. With each re-load, the default amount of S\$40 (Revaluation Value) will be charged to your Card Account for revaluing the EZ-Link Facility on the Card using the EZ-Reload Facility.

### 2. CREDIT LIMIT

#### 2.1. CHARGES NOT TO EXCEED OVERALL CREDIT LIMIT

We may set an overall credit limit in respect of each Card Account. The total charges incurred under each Card Account by the Principal Cardholder and the Supplementary Cardholder(s) when added together, must not exceed the credit limit set for each Card Account. We may, where necessary, review any of your credit limits without notice.

#### 2.2. WHERE CHARGES EXCEED CREDIT LIMIT

We may choose to approve certain card transactions that would result in the credit limit being exceeded. On any occasion where the credit limit relating to your Card account has been exceeded, you shall immediately pay us the amount in excess of your credit limit. We may also refuse to authorise any card transaction that you wish to effect even though such card transaction would cause the credit limit to be exceeded.

### 3. LOSS/THEFT OF CARD/DISCLOSURE OF PIN/ACCOUNT NUMBER

#### 3.1. DUTY TO PREVENT LOSS/THEFT/FRAUD

Your Card(s) remain our property at all times. You must keep your Card(s) securely and ensure that your Card Account number(s) and PIN are not disclosed to any other person.

### 3.2. DUTY TO NOTIFY US

Should you discover that your Card is lost, stolen or PIN or any detail or particular of your Card or Card Account is stolen, disclosed or used in an unauthorised way, you shall notify us immediately of the loss, theft or unauthorised use by calling our Customer Service Hotline at +65 6327 2265 or by notifying us in writing. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss/theft/disclosure and any other information that we may require.

### 3.3. LIABILITY FOR LOST/STOLEN CARDS

You shall not be liable for any transactions carried out after we have been notified of the loss/theft/disclosure. However, we shall debit the relevant Card Account for all the transactions carried out before we are notified of the loss/theft/disclosure, even if such transactions were carried out without your authorisation.

### 4. PAYMENT

#### 4.1. LIABILITY FOR TRANSACTIONS

You are liable for all authorised card transactions and cash advances. In addition, you shall be responsible for unauthorised transactions referred to in Clause 3.3 above. We shall send the Principal Cardholder a Card Account statement every month listing the transactions incurred by the Principal Cardholder and the Supplementary Cardholder(s) (where applicable) in respect of each Card Account(s).

#### 4.2. PAYMENT OBLIGATIONS

4.2.1. You shall pay us the entire outstanding balance or at least, the minimum payment specified in the Card Account statement by the payment due date. If your card transactions exceed your credit limit in any given month, you shall also pay all the amounts by which the credit limit has been exceeded. If you do not pay us the entire outstanding balance by the payment due date, you must pay a finance charge of 24% p.a. on (i) each individual transaction comprising the outstanding balance in your Card Account statement from the date such transaction was effected to the statement date of that Card Account and (ii) the entire outstanding balance of your Card Account (less any partial payment made) from the statement date of the Card Account until full payment of such outstanding balance is made.

4.2.2. If you fail to make at least the minimum payment specified in your Card Account statement by the payment due date, you may also be liable for a late payment charge at such rate as we may determine.

4.2.3. Any finance charge payable by you shall be calculated based on a 365-day year or on a 366-day year in a leap year.

#### 4.3. OTHER CHARGES

4.3.1. annual service fee  
a non-refundable annual service fee for the issuance and renewal of each Principal and Supplementary Card;

4.3.2. processing fee for returned GIRO or dishonoured cheques  
a processing fee for any returned GIRO or dishonoured cheque tendered to us as payment;

4.3.3. administrative fee for production of documents  
an administrative fee for any replacement Card or production of documents relating to your Card; service fee for irregular payment made through another financial institution  
a service fee if payment under any arrangement made between you and another financial institution in respect of payment for your Card Account is irregular;

4.3.4. cancellation fee for no show reservation  
a charge for cancelling or failing to fulfil an airline or hotel reservation secured through your Card;

4.3.5. cash advance fee  
a cash advance fee of 5% of the cash advance or \$15 (whichever is greater) for any cash advance obtained by using your Card and/or PIN;

4.3.6. service charge/administrative fee  
a service charge or administrative fee for any service or facility provided by us or any action taken by us in carrying out any of your instructions and/or requests relating to your Card Account, whether such service or action is referred to or contemplated in this Agreement or otherwise.

#### 4.4. CASH ADVANCES

Notwithstanding the overall credit limit referred to in Clause 2.1, you may use your Card to obtain cash advances only up to the limit determined by us from time to time, whether or not such limit is notified to you. If a cash advance is obtained through the use of your Card and/or the PIN of your Card, we may debit the Card Account of your Card with:

4.4.1. the fee stated in Clause 4.3.6; and

4.4.2. a finance charge (at the rate stated in Clause 4.2) on the amount of the cash advance as from the date the cash advance was obtained until full payment of the outstanding balance of that Card Account is made.

#### 4.5. RIGHT TO VARY CHARGES

We may vary with notice the rate or amount of any charge, fee or interest payable under this Agreement.

#### 4.6. GOODS AND SERVICES TAX

You shall be responsible for all goods and services tax and all other taxes imposed on or payable in respect of any amount required to be paid under this Agreement. We may debit the amount of such tax to your Card Account.

### 5. TERMINATION OF USE OF THE CARD AND CARD ACCOUNT

#### 5.1. OUR RIGHT TO TERMINATE

We may suspend or terminate our Card Account(s) at any time without having to give any reasons or notice.

### 5.2. YOUR RIGHT TO TERMINATE

You may terminate your Card Account(s) at any time by giving us written notice. The Principal Cardholder may also terminate the use of any Supplementary Card.

### 5.3. OBLIGATIONS UPON TERMINATION

Upon termination of your Card Account(s) for whatever reason, you shall not continue to use your Card(s). For security purposes, please cut the Card(s) into halves and dispose of them immediately. Your obligations under this Agreement will however continue and all outstanding balances which shall include such charges and liabilities you may have incurred but which have not been debited to your Card Account(s) shall become payable at once or when the have been made known to you, whichever is earlier. Until the outstanding balances are paid in full, a finance charge may be imposed on you in the manner stipulated in Clause 4.2. In the event where you are entitled to any credit refund relating to your Card Account, whether before or after termination, you agree that we may, without further notice to you, effect such refund by crediting the relevant amount to any of your existing banking account(s) with us.

Although the EZ-Link Facility and the EZ-Reload Facility linked to the EZ-Link Facility may continue to be valid even after termination of the Card Account, you are nevertheless strongly encouraged, upon such termination, to promptly obtain a refund of the stored value in the EZ-Link Facility and thereafter to return the Card to us cut into halves or otherwise to destroy the Card. Any refund of the stored value will be effected in accordance with Clause 16 below. Should you destroy the Card by cutting it into halves or otherwise or if the EZ-Link Facility is found to be invalid prior to effecting refund, you shall not be entitled to any refund of the remaining stored value on the EZ-Link Facility.

### 6. LIABILITY OF CARDHOLDERS

#### 6.1. LIABILITY OF PRINCIPAL CARDHOLDER

If you are the Principal Cardholder, you are liable for and must pay us on demand the outstanding balances whether incurred by you or the Supplementary Cardholder(s) on your Card Account(s) including all charges and costs debited to any Card Account(s). You are jointly and severally liable with each Supplementary Cardholder for such part of the outstanding balance in connection with his/her Supplementary Card.

#### 6.2. LIABILITY OF SUPPLEMENTARY CARDHOLDER

The Supplementary Cardholder(s) is liable only for such part of the outstanding balance in connection with his/her Supplementary Card.

#### 6.3. LIABILITY OF EACH CARDHOLDER

Any invalidity, unenforceability, release or discharge of the liability of any Cardholder to us shall not affect the liability of any other Cardholder(s) (where any) to us.

#### 6.4. LIABILITY IN CONNECTION WITH EZ-LINK FACILITY

6.4.1. Notwithstanding anything to the contrary contained herein, neither we nor any of our respective agents shall be liable, whether or not arising out of the negligence of any of us and/or our respective officers, employees, agents, for any losses, damages, expenses, claims, liability and costs (including solicitor and client basis) that you may incur or suffer in connection with

6.4.1.1. the use or issue of the EZ-Link Facility incorporated in the Card; or

6.4.1.2. the unavailability of any equipment, software, or system for processing the use of the EZ-Link Facility for payment, any delay or detention arising from your use of the EZ-Link Facility (including the case where the EZ-Link Facility in the Card is defective).

6.4.2. Where the EZ-Link Facility incorporated in the Card has been amended or is defective, the equipment used by the relevant merchant(s) may not accept the EZ-Link Facility as payment. Neither we nor any of our respective agents shall be liable for loss, delay or inconvenience that may be incurred if the EZ-Link Facility incorporated in the Card is not accepted by such equipment.

6.4.3. In any event, our total liability to you in respect to the EZ-Link Facility incorporated into the Card shall not exceed the stored value on the EZ-Link Facility as at the date your claim had allegedly arisen. We are not liable for stored value in Cards where the stored value cannot be reasonably determined by EZ-Link (for example, Cards that were enrolled but not activated for EZ-Reload as at the date your claim had allegedly arisen).

### 7. EXCLUSIONS AND EXCEPTIONS

#### 7.1. NON-ACCEPTANCE OF CARD

We are not liable in any way:

7.1.1. should your Card(s) OR PIN be rejected by a merchant or any terminal used to process your card transactions or if we refuse for any reason to authorise and card transactions;

7.1.2. for any malfunction, defect or error in any terminal used to process card transactions, or other machines or system of authorisation whether belonging to or operated by us or other persons;

7.1.3. for any delay or inability on our part to perform any of our obligations under this Agreement because of any electronic, mechanical, system, data processing or telecommunication defect or failure, Act of God, civil disturbance or any event outside our control or the control of any of our servants, agents or contractors or any fraud or forgery or;

7.1.4. for any damage to or loss or inability to retrieve any data or information that may be stored in your Card(s) or any microchip or circuit or device in your Card(s).

#### 7.2. PROBLEMS WITH GOODS AND SERVICES

We are not liable in any way should you encounter any problems with the goods and services that you obtain through the use of your Card nor are we responsible for any benefits, discounts or programmes of any merchant that we make available to you. We make no representation to the quality, provision or performance of any such goods and services. You acknowledge we are not acting as agents for any merchant. You should resolve any complaints about the goods and services directly with the merchant. Notwithstanding the non-delivery or non-performance or defects in any such goods and services, you shall pay us the full amount shown in the Card Account statement.

### 8. INSTALMENT PAYMENT PLAN

#### 8.1. If you have applied to participate in the DBS Instalment Payment Plan (the Plan), you authorise/agree/undertake with us as follows:

8.1.1. You authorise us to pay to the relevant merchant for your purchase of the relevant goods/services (in such a manner as may be agreed between the merchant and us) and to debit your Card Account for the purchase price of the goods and services in the number of instalments indicated on the receipt containing details of the Plan.

8.1.2. We have the discretion to determine the size of each instalment payment as long as the total instalment payments do not exceed the purchase price.

8.1.3. The first instalment payment will be debited from your Card Account on the next statement date of your Card Account (which will be the date reflected as the statement date in the respective Card Account statement). Each subsequent instalment payment will be debited on or about the same day in each following month, until the purchase price has been completely debited to the Card Account.

8.1.4. You agree that the credit limit related to your Card Account will be reduced by such portion of the purchase price that is unpaid; although the same may not be posted to your Card Account as yet.

8.1.5. If any instalment payment debited to your Card Account is not paid in full when due and payable, you must pay us the finance charges, interest and fees on the outstanding amounts at our prevailing rate.

8.1.6. We may at our discretion and without notice to you debit the whole balance of the purchase price then outstanding to your Card Account at any time, in which case such outstanding balance will be immediately due and payable by you.

8.1.7. We may at our discretion impose an administrative fee at such rate as we may determine if the Plan is terminated (whether arising from the termination of your Card Account or otherwise) or if you make a prepayment of any amount under the Plan.

8.1.8. You will not hold us responsible in any way for any goods or services supplied or not supplied by any merchant or the quality or performance of any such goods/services pursuant to or in relations to any card transaction. Any dispute or complaint which you may have against any merchant must be resolved directly between you and the merchant and such dispute or complaint or any claim or right of set-off which you may have against the merchant shall in no way affect your liabilities and/or obligations under this Agreement.

### 9. TRANSACTIONS IN FOREIGN CURRENCIES

Transactions in US dollars shall be converted to Singapore dollars on the date of conversion. Transactions in other foreign currency other than US dollars will be converted to US dollars before being converted to Singapore dollars. All conversions shall be based on the prevailing wholesale inter-bank rates or the government-mandated rate, as shall be determined by Visa Worldwide. The rate used for the conversion may be different from the rate in effect on the date of the transaction due to market fluctuation. All transactions in foreign currency are subject to charge imposed by the respective card associations, either as a reimbursement charge representing the charge imposed on us or as a direct charge to you. An administrative fee for services provided or actions taken by us in relation to such foreign currency transactions, with charge imposed by VISA on us, shall be payable by you and debited to your Card Account. The prevailing administrative fee for DBS VISA Cards is 1.5% of the foreign currency transaction amount.

### 10. CONCLUSIVENESS OF DOCUMENTS

Any of our records relating to card transactions with your signature are conclusive evidence of their accuracy and authenticity and shall be binding on you for all purposes. You shall also notify us if you discover any errors or inaccuracies in any Card Account statement. If you fail to inform us of any error or inaccuracy in the Card Account statement within seven (7) days from your receiving it, the contents of the Card Account statement shall be conclusive and binding on you.

### 11. APPORTIONMENT OF PAYMENTS

We have the right to appropriate all payments made by you in any manner or priority that we see fit even if you or the person making the payment indicates such payment is meant for a specific purpose.

### 12. AMENDMENT

#### 12.1. CHANGES TO AGREEMENT

We may change the contents of this Agreement and/or create new terms and conditions at any time by notifying you of the changes. The changes shall take effect on the date specified in the notice. Should you continue to keep or use the Card(s) after the specified date, you shall be considered to have accepted the changes.

#### 12.2. PUBLICATION OF CHANGES

We may notify you of any changes to this Agreement by publishing such changes in any local newspaper by displaying them at our branches. We may however choose to inform you by other means of communication.

### 13. DISCLOSURE OF INFORMATION

#### 13.1. PARTIES TO WHOM DISCLOSURE MAY BE MADE

You authorise us to disclose any particulars of your Card Account and/or use of the Card(s) and/or (if you have executed a charge on deposits to secure your liabilities under the Card (Charge) any information relating to the charge on the deposit:

13.1.1. any person or organisation participating in the provision of electronic or without limitation, other services in connection with banking services or usage or loyalty benefits made available or utilised by you, whether in Singapore or outside Singapore for the purpose of the operation of the said services, including but not limited to investigating discrepancies, errors or claims;

13.1.2. banks, credit or charge card companies or merchants in credit or charge card enquiries;

13.1.3. outsourced agents appointed by us for the purpose of making, printing, mailing, storing microfilming and/or filing personalised cheques, statements of accounts, cards, labels, mailers or any other documents or items on which your name and/or other particulars appear, or any data or records or any documents whatsoever;

13.1.4. any information garnering or processing organisation or department or consultant conducting survey(s) or analyses or developing system applications on our behalf;

13.1.5. any person or organisation for the purpose of marketing or promoting any services or products whether our own or tied up by us;

13.1.6. Visa Worldwide;

13.1.7. any of our related corporations (as such term is defined in the Companies Act, Chapter 50 of Singapore) for risk management purpose, for monitoring credit exposure across the DBS Group to you and for cross-selling purposes. DBS Group means any of our subsidiaries, our holding company and any subsidiaries of our holding company;

13.1.8. any government agency or authority or courts of the jurisdiction where any of our overseas branches is situated;

13.1.9. any person or organisation for the purpose of collecting or recovering on our behalf, or securing for your benefit or repaying on your behalf, any sums of money owing to us from you;

13.1.10. any credit bureau of which we are a member or subscriber (Bureau);

13.1.11. any person authorised to operate the Card Account(s), including but not limited to, Supplementary Cardholders\*;

13.1.12. any person or organisation involved in the sending or delivering of any communication to your last known address on our records. For the purposes of this clause, communication shall include all forms of direct mailers and advertisements (including messages printed on envelopes with our name and logo).

#### 13.2. CREDIT BUREAU

For the purpose of assessing your creditworthiness as a borrower or surety, you also authorise:

13.2.1. us to obtain information relating to you from any Bureau and consent to such Bureau disclosing information about you to us, and

13.2.2. any person or organisation involved in the sending or delivering of any communication to your last known address on our records. For the purposes of this clause, communication shall include all forms of direct mailers and advertisements (including messages printed on envelopes with our name and logo).

#### 13.3. EZ-LINK FACILITY

You authorise us, and consent to:

13.3.1. The transfer and disclosure of any information relating to you, the Card Account and Card transactions effected by you using the Card, to any third party as we may deem necessary for the purposes of and/or in connection with (but not limited to) the provision of the Card, the EZ-Link Facility, the EZ-Reload Facility and other services relating to this Card and your use of the Card; and

13.3.2. The disclosure by us of any such information as may be required by any applicable law, court regulator or legal process.

#### 13.4. ADDITIONAL RIGHTS

Our rights under this Clause shall be in addition and without prejudice to other rights of disclosures available pursuant to Banking Act, Chapter 19 of Singapore (as may be amended and substituted from time to time) or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.

### 14. SET OFF AND CONSOLIDATION

#### 14.1. EXTENT OF OUR RIGHTS

We shall be entitled at any time and without notice to you combine or consolidate the monies in any of your accounts maintained with us (whether matured or not) towards the repayment of sums owed by you in your Card Account(s) regardless of where your other accounts are located or whether your other accounts are held in your sole name or jointly with others.

#### 14.2. SET OFF AND CONSOLIDATION INVOLVING FOREIGN CURRENCIES

Where any set off or consolidation undertaken by us involves the conversion of one currency to another, we shall make the necessary conversion at our prevailing currency exchange rate. Any losses that may arise from such conversion shall not be recoverable from us.



## Live Fresh DBS Visa payWave Platinum Card Card Agreement



## Live Fresh DBS Visa payWave Platinum Card Card Agreement

### 15. COMMUNICATION AND SERVICE OF DOCUMENTS

#### 15.1. COMMUNICATION

We may send any cards, notices, Card Account statements or any other communication to you by facsimile transmission, short message service (SMS), electronic mail, ordinary pre-paid post or personal delivery to your last known address. Communication and notices sent by facsimile shall be considered to have been sent and received by you on the same day. Communication notices sent by pre-paid mail shall be considered to have been delivered on the day immediately after the date of posting if sent by post in Singapore, and considered delivered five (5) days after the date of posting if sent outside of Singapore.

#### 15.2. COMMUNICATION INVOLVING SUPPLEMENTARY CARDHOLDER(S)

Any Card Account statement or notice or any amendment to this Agreement that is sent by us to the Principal Cardholder shall be considered to have been sent and received by the Supplementary Cardholder at the same time.

#### 15.3. SERVICE OF DOCUMENTS

We may serve you with a writ of summons, statement of claim or any other legal process or document requiring personal service by delivering it personally, sending it by ordinary post or leaving it at your last known address (whether a post office address or private residence or business residence or otherwise). You will be considered to have been properly served on the date of delivery if we deliver such process personally to you, or served on the next date after the date of posting if such process is posted to you. In addition to these methods of service, we may serve you in any other method permitted by law.

### 16. THE EZ-LINK FACILITY

#### 16.1. HOLDER AND OPERATOR OF THE EZ-LINK FACILITY

16.1.1. You acknowledge that EZ-Link is the holder and operator of the EZ-Link Facility and that EZ-Link operates the EZ-Link card system in respect of your use of the EZ-Link Facility incorporated in the Card. You further acknowledge that your use of the Card (incorporating the EZ-Link Facility and the EZ-Reload by Card Facility) is also governed by the terms and conditions of EZ-Link and which may be amended from time to time without prior notice to you. Please refer to the relevant terms and conditions published on [www.ezlink.com.sg](http://www.ezlink.com.sg) for the most updated version. Where there is any inconsistency between the aforesaid terms and conditions and this Agreement, the terms of this Agreement shall prevail.

16.1.2. You agree (i) to comply with all the notices, guidelines, rules and instructions pertaining to the use of the EZ-Link Facility as may be issued by EZ-Link from time to time, including operating rules and/or policies that may be published from time to time by EZ-Link, provided that, in the event of any discrepancy or inconsistency between the provisions of this Agreement and such operating rules and/or policies that may be published from time to time by EZ-Link, the provisions of this Agreement shall prevail; (ii) to abide by all applicable laws and regulations in the use of the EZ-Link Facility; (iii) not to tamper or allow anyone to tamper with the EZ-Link Facility; (iv) to use the EZ-Link Facility only as a means of payment for qualified goods and/or services; (v) not to intentionally deface, damage and/or destroy the Card; (vi) to take proper care of the Card to avoid damage to the Card; and (vii) not to affix, print, attach and/or place any markings, stickers, objects and/or any other material onto the Card or to otherwise alter, remove and/or replace any notices, trade marks, trade names, logos or designs on the Card.

16.1.3. You acknowledge that you may not seek any recourse from us in any event in respect of or in connection with the stored value on the EZ-Link Facility if your Card is not enrolled and activated for EZ-Reload Facility at the time of any claim that may be made by you.

#### 16.2. VALIDITY OF THE EZ-LINK FACILITY

16.2.1. You acknowledge that the EZ-Link Facility incorporated into your Card may be blacklisted if:

16.2.1.1. it is suspected that the Card is being counterfeited, stolen, tampered with or fraudulently issued or procured;

16.2.1.2. the EZ-Link Facility incorporated into the Card has been fraudulently or illegally revalued;

16.2.1.3. the Card or the EZ-Link Facility is, the Card is being suspected of being faulty, damaged or invalid for use; or

16.2.1.4. we terminate the Card Account.

16.2.2. Where the EZ-Link Facility incorporated into your Card is blacklisted as aforesaid, you shall not be entitled to use the EZ-Link Facility and the stored value on the blacklisted EZ-Link Facility shall not be refunded except with the approval of EZ-Link.

#### 16.3. EZ-RELOAD FACILITY

16.3.1. You acknowledge that the Card incorporates an EZ-Reload Facility which must be activated at a TransitLink Ticket Office or GTM prior to usage.

16.3.2. In consideration of the provision of the EZ-Reload Facility by EZ-Link and us, you hereby agree that:

16.3.2.1. an authorisation may be provided by us to EZ-Link for the Revaluation Amount (default amount set at S\$40) when the stored value on the EZ-Link Facility reaches zero;

16.3.2.2. we will be entitled to obtain information from, or share information with, EZ-Link in respect of the successful re-loading of the Revaluation Amount and that we shall be entitled to charge such Revaluation Amount(s) and any other applicable fees to the Card Account pursuant to the EZ-Reload Facility; and

16.3.2.3. EZ-Link shall be entitled to deduct a Convenience Fee (of S\$0.25 or such amount as may be determined by EZ-Link from time to time) from the Card Account for each re-load under the EZ-Reload Facility.

16.3.3. Notwithstanding anything to the contrary herein contained, you agree that a minimum period of 3 days must lapse between each re-load under the EZ-Reload Facility. There shall be no obligation to revalue the EZ-Link Facility with another Revaluation Amount until after the Card Account has been successfully debited for any previous Revaluation Amounts.

16.3.4. You further agree (i) to provide us any information as may be reasonably requested by any third parties in relation to the issue, use and cancellation/termination of the EZ-Reload Facility on the Card, and to render any and all necessary assistance to us and/or any of our agents or any third parties whom we may deem necessary in relation to any investigation relating to the use of the EZ-Reload Facility; and (ii) to be responsible for all transactions made by the use or purported use of the Card by any person whether with or without your knowledge.

16.3.5. In the event that payment for the EZ-Reload Facility in respect of any Revaluation is not made by you for any reason whatsoever, the following actions may be taken against you:

16.3.5.1. recover from you the amount payable and all costs incurred (including legal costs on a full indemnity basis) for the recovery of such payment;

16.3.5.2. suspend the use of any or all devices incorporating the EZ-Reload Facility which have been issued in respect of your Card Account for such period;

16.3.5.3. terminate the EZ-Reload Facility;

16.3.5.4. disqualify you from applying for, being considered for and/or successfully accepted under the EZ-Reload Facility for any new EZ-Link cards for such length of time as may be determined to be appropriate by EZ-Link; and/or

16.3.5.5. deduct or set-off any monies owing by you from the remaining stored value and any deposit paid in respect of any Card incorporating the EZ-Reload Facility issued or held in respect of your Card Account or you.

#### 16.4. PAYMENT FOR QUALIFIED GOODS AND/OR SERVICES

16.4.1. The EZ-Link Facility incorporated into your Card shall and can be used as a means of payment for Qualified Goods and/or Services, provided that your use of the EZ-Link Facility for payment of Qualified Goods and/or Services may be rejected (whether by EZ-Link and/or the Qualified Merchants (person engaged in the sale of Waived Good and/or Services and who have entered or will be entering into agreements or arrangements with EZ-Link or parties appointed by EZ-Link to accept debits on the stored value of the EZ-Link Facility as a means of payment for such Qualified Goods and/or Services and may include but not be limited to the public transport operators licensed by the relevant authorities in Singapore) if:

16.4.1.1. the EZ-Link Facility has expired; or

16.4.1.2. the Card is suspected to have been fraudulently issued, stolen or tampered with or may in any way pose a risk to the EZ-Link system; or

16.4.1.3. the stored value on the EZ-Link Facility is insufficient or has been exhausted; or

16.4.1.4. the EZ-Link system is unable to process the payment for any reason whatsoever or if a force major event arises which disables and/or prevents the Qualified Merchants from accepting and/or processing the EZ-Link Facility as a means of payment; or

16.4.1.5. the EZ-Link Facility has been blacklisted.

16.4.2. You agree that each of the Qualified Merchants is responsible for deducting payment for the Qualified Goods and/or Services that you have agreed (with the Qualified Merchant) to pay from the stored value, in such manner as may be required by such Qualified Merchant.

16.4.3. The Qualified Merchants accepting the use of the EZ-Link Facility may be changed from time to time without prior notice.

#### 16.5. QUALIFIED GOODS AND/OR SERVICES OF QUALIFIED MERCHANTS

You acknowledge that neither we nor our agents are involved in the provision of the Qualified Goods and/or Services offered by any Qualified Merchant accepting the EZ-Link Facility for payment. Neither we nor any of our agents shall be liable in any way for the Qualified Goods and/or Services sold, rendered or provided by the Qualified Merchants (including but without limitation any defect, disruption, failure or unavailability of or relating to any of such Qualified Goods and/or Services, as the case may be) or for any other disputes concerning the Qualified Goods and/or Services, all of which shall be the sole responsibility of the Qualified Merchants.

#### 16.6. REFUNDS

16.6.1. If the EZ-Reload Facility on your Card has been activated, all refunds of the stored value remaining in the EZ-Link Facility (whether valid or expired) will be effected into your Card Account.

16.6.2. If the EZ-Reload Facility on your Card has not been activated or has been deactivated by you, you may obtain a refund in cash of the stored value remaining in the EZ-Link Facility.

16.6.3. The amount of the refund shall be as determined by EZ-Link or us and will be refunded free of interest if such refund is made in accordance with the terms and conditions of the EZ-Link Facility. However, no refund of the stored value will be made on an expired EZ-Link after expiry of the relevant period for the refund of the EZ-Link Facility whereupon you shall have no claim against us and/or EZ-Link in respect of the stored value remaining on the EZ-Link Facility. Any refund (whether on expired or valid EZ-Link Facility) may be subject to an administrative fee as prescribed from time to time by us or EZ-Link.

16.6.4. Other than as provided in Clause 16.6.3 above, neither we nor any of our respective agents shall be obligated to make a refund to you or to process your request for refund on the EZ-Link Facility (whether expired or valid). Notwithstanding the foregoing provision, we or any of our respective agents may in our absolute discretion make a refund or process a refund in respect of the stored value or of any part thereof, and any such refund may be made and/or processed subject to conditions imposed by us, EZ-Link and/or any of our respective agents. Neither we nor any of our respective agents shall be obliged to effect an immediate refund, and may in our absolute discretion, effect any refund in such manner and upon due verification as we or our respective agents deem fit.

16.6.5. In any case, we will not be obliged or liable to make a refund of the stored value if:

16.6.5.1. the encoded data for the EZ-Link Facility is erased wholly or in part or otherwise altered or interfered with as determined by us or EZ-Link; or

16.6.5.2. the electronic data and the external card number for the EZ-Link Facility are not reliably readable for any reason whatsoever as determined by EZ-Link and/or its agents; or

16.6.5.3. the Card and/or the EZ-Link Facility incorporated in the Card is faulty, damaged or invalid for use whether intentionally or by your failure to take proper care of the Card as determined by either ourselves or EZ-Link; or

16.6.5.4. the EZ-Link Facility has been fraudulently or illegally revalued.

16.6.6. Where the electronic data and the external card number for the EZ-Link Facility are not reliably readable for any reason, a deferred refund of the residual stored value on the EZ-Link Facility may be allowed based on the available system records of EZ-Link and/or its agents.

16.6.7. You shall, upon receipt of the refund, be deemed to have accepted the amount thereof as correct, and agree to discharge each of us, EZ-Link and our respective agents, from liability whatsoever to you, including but not limited to any shortfall or error in the amount of such refund.

16.6.8. The determination by us, EZ-Link and/or any of our respective agents as to the residual stored value of the EZ-Link Facility incorporated on the Card shall be final and conclusive. For the purpose of such determination, the residual stored value as determined by us, EZ-Link and/or any of our respective agents from either the value encoded in the EZ-Link Facility (where the electronic data relating to the EZ-Link Facility is reliably readable) or the records of EZ-Link or ourselves or the information generated by EZ-Link system shall, save for manifest error, be deemed to be conclusive and binding against you.

#### 16.7. FAULT OR CORRUPTION IN THE EZ-LINK FACILITY

16.7.1. If you suspect any fault or corruption in the EZ-Link Facility incorporated in your Card, you should approach EZ-Link for assistance. If the EZ-Link Facility is indeed faulty or corrupted, the stored value of the EZ-Link Facility will be refunded to you in accordance with the procedures described in Clause 16.6 above, and a new Card will be issued to you at your request and subject to our usual procedures for Card issuance, provided however that we reserve the right not to issue a new Card if it is determined that:

16.7.1.1. the Card has been damaged or tampered with whether intentionally or by failure to take proper care of the Card or otherwise used or handled in breach of the provisions of this Agreement; or

16.7.1.2. the external Card number for the EZ-Link Facility is not reliably readable for any reason whatsoever

16.7.2. The determination by us or EZ-Link or any of our respective agents as to the amount of stored value where the EZ-Link Facility is found to be defective shall be final and conclusive. We reserve the right to subsequent adjustments to such determination should any transaction records received thereafter indicate a different value than that which was determined at the time of replacement.

#### 16.8. LOSS OF CARDS

You are responsible for safeguarding your Card against loss, damage or theft, and ensuring that your Card is not used by any other person without your permission. We are not responsible for any financial loss incurred due to the loss of the Card and have no obligation whatsoever to prevent the use of the EZ-Link Facility on a lost Card by any person other than you.

#### 17. SMS ALERTS SERVICE

17.1. You will be automatically be enrolled in the SMS Alerts (Alert) service. Alert notifications will be sent via Short Message Service (SMS) to you at our discretion based on pre-determined criteria as follows: (a) First card usage alerts; (b) Transactions alerts, both local and overseas; and (c) Suspicious or irregular transaction alerts. The service is subject to the Terms and Conditions of the Cardholder's agreement with your mobile phone service provider. You shall ensure that your mobile phone and number is able to receive text messaging both in Singapore and overseas, and you shall be responsible for any fee imposed by your respective mobile phone service provider.

17.2. Each Alert is not encrypted and may include details pertaining to your transaction(s). You are responsible for the security of your mobile phone. We shall not be liable in any way to any party should any Alert be viewed or accessed by persons other than the respective Cardholder.

17.3. We shall not be liable for any or all losses, damage, expenses, fees, costs (including legal costs on a full indemnity basis) that may arise, directly or indirectly, in whole or in part, from (a) the non-delivery, the delayed delivery, or the misdirected delivery of an Alert; (b) the non-receipt of an Alert; (c) inaccurate or incomplete content in an Alert; (d) reliance on or use of the information provided in an Alert for any purpose; or (e) any third party, whether authorised or not, obtaining your Cardholder account information contained in the Alert by accessing the your mobile phone.

17.4. An Alert does not constitute a record for the card account or card transaction to which it pertains. We do not assume any additional responsibility or obligation in respect of the use of, or any transaction or eventuality involving, the card account. The Alert service does not free the you from the responsibility of safeguarding the physical security and authorised use of your card or card account, and it does not entail that DBS will automatically be liable for any unauthorised transaction that may be charged to the card account.

17.5. We may shall cease to provide the Alert service: (a) if these Terms and Conditions are not complied with; (b) if the card account is closed; (c) upon the death or contractual incapacity of the Cardholder; (d) upon written request of the Cardholder; (e) in the event of improper operation of the card account by the Cardholder; or (f) at our own discretion.

### 18. MISCELLANEOUS

#### 18.1. LAWFUL USE OF CARD

You shall not use the Card(s) for any unlawful purpose. The purchase of goods and services through the Card(s) that would contravene any law is prohibited.

#### 18.2. RECOVERY OF COSTS

Any costs, fees or expenses (including legal costs) that are incurred by us as a result of your breach of the terms and conditions of this Agreement or any Charge or arising out of our enforcement of any of our rights hereunder or under any such Charge shall be recoverable by us from you on a full indemnity basis.

#### 18.3. INDEMNITY

You agree to indemnify us for loss/damage as follows:-

18.3.1. You will fully indemnify us and hold us harmless against any loss, damage, liability, cost and expense, and against all actions, proceedings, claims, liabilities (including statutory liabilities), penalties, demands and costs (including without limitation, legal costs on a full indemnity basis) and awards howsoever arising directly or indirectly, which we may incur or suffer as a result of or on connection with your Card Account and/or this Agreement, including but without prejudice to the generality of the foregoing:

18.3.1.1. your breach of any of your obligations under this Agreement or any breach of and/or non-compliance with any other prevailing regulations and terms and conditions governing your Card (including the EZ-Link Facility incorporated therein) and/or Card Account;

18.3.1.2. the actual or attempted enforcement or protection of any of our rights and remedies against you; and/or

18.3.1.3. any change in any law, regulation or official directive which has an effect on the Card, the Card Account and/or this Agreement, and the same may be debited to your Card Account and/or shall be paid by you on demand.

#### 18.4. REFERENCES TO SINGAPORE DOLLARS

Any references to dollars and \$ in this Agreement shall mean Singapore dollars. If the billing currency in your Card Account(s) is not the Singapore dollar, we may convert any amounts in such Card Account(s) into Singapore dollars at the exchange rate that we may determine.

#### 18.5. INSTRUCTIONS FROM YOU

All requests or instructions from you must be in writing and signed by you. We may choose to accept any instruction from you made through electronic mail, facsimile transmission and in case of the telephone, such instruction that we believe is given by you even if you had not actually given us such instructions. Any non-written instructions shall be given to us at your risk and we shall not be responsible for any loss or damage that you may suffer.

#### 18.6. DELAY OR FAILURE TO EXERCISE RIGHTS

Any delay or failure by us to exercise our rights and/or remedies under this Agreement or under any Charge does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such waiver in writing.

#### 18.7. ADDITIONAL BENEFITS, SERVICES OR PROGRAMMES

We may provide at our sole discretion, additional services, benefits or programme in connection with the use of your Card(s). Such additional services where provided, do not form part of our legal relationship with you and we may withdraw or change these services at any time without notice to you. Those additional services, benefits or programmes may be subject to their own terms and conditions.

#### 18.8. ADDITIONAL TERMS

In addition to this Agreement, our Terms and Conditions Governing Electronic Services and our other terms and conditions (including any additions and/or variations to any of such terms and conditions) intended or expressed to govern the use of the Card or any of the Card transactions or products or services or facilities accessed through or linked to the Card or Card Account or any of the Card transactions shall also apply to the use of the Card, the Card Account and Card transactions notwithstanding any provisions to the contrary in such terms and conditions. You are deemed to have read and/or understood such terms and conditions and will abide and be bound by them accordingly.

#### 18.9. GOVERNING LAW

This Agreement is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

#### 18.10. OTHER VERSIONS OF THIS AGREEMENT

In the event of any inconsistency between different versions of this Agreement, the English version will prevail.

#### 18.11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT, CHAPTER 53B

A person who is not a party in this Agreement may not enforce any of these terms and conditions under the Contracts (Rights of Third Parties) Act, Chapter 53B. Notwithstanding any term of this Agreement, the consent of any third party is not required to vary, release or compromise any liability, or terminate any of the terms of this Agreement.

Terms and Conditions are accurate at the time of print. For the latest updates, please refer to [www.dbs.com.sg/cards](http://www.dbs.com.sg/cards)

DBS Bank Ltd

Co. Reg. No.: 196800306E Dec 10

### IMPORTANT INFORMATION TO NOTE

(For full details, please refer to the DBS Card Agreement overleaf.)

### LIABILITY FOR LOST/STOLEN CARDS

You shall not be liable for any transactions carried out after we have been notified of the loss/theft/disclosure. However, we shall debit the relevant Card Account for all the transactions carried out before we are notified of the loss/theft/disclosure, even if such transactions were carried out without your authorisation.

### REPAYMENT GRACE PERIOD

The Repayment Grace Period is 20 days from the date of the statement of account.

### MINIMUM PAYMENT

You must pay us the entire outstanding balance or at least the minimum payment specified in the Card Account statement by the payment due date. If your Card transactions exceed your credit limit in any given month, you must also pay us all the amounts by which the credit limit has been exceeded in addition to the minimum payment amount.

### LATE PAYMENT CHARGE PER ACCOUNT

Tiered late charge will be levied if we do not receive at least the minimum payment by the payment due date:

Outstanding Balance	Late Payment Charges
Up to S\$50	No charge
S\$50.01 to S\$100	S\$10
S\$100.01 to S\$1,000	S\$45
S\$1,000.01 to S\$3,000	S\$50
S\$3,000.01 and above	S\$55

### FINANCE CHARGES FOR PURCHASES

If you do not pay us the entire outstanding balance by the payment due date, you must pay a finance charge of 24% p.a. (subject to a minimum charge of S\$2.50) on (i) the outstanding balance in your Card Account statement from the date such transaction was effected to your Card Account to the statement date of that Card Account and (ii) the entire outstanding balance of your Card Account (less any partial payment made) from the statement date of the Card Account until full payment of such outstanding balance is made.

### OTHER CHARGES

In addition to the above, you shall also be responsible where applicable for the following charges including but not limited to:

- (a) **annual service fee**  
a non-refundable fee for the issuance and renewal of each Principal and Supplementary Card;
- (b) **processing fee for returned GIRO or dishonoured cheque**  
dishonoured cheque: S\$20 returned GIRO/direct debit authorisation: S\$20;
- (c) **retrieval service fee**  
sales draft: S\$5 plus GST per copy monthly statement (beyond current 3 months): S\$5 plus GST per copy;
- (d) **cash advance fee**  
fee: 5% of the amount withdrawn per transaction or S\$15, whichever is greater finance charge: 2% per month on the amount withdrawn, chargeable on a daily basis from the cash advance transaction date until full repayment

### TRANSACTION IN FOREIGN CURRENCIES

Transactions in US dollars shall be converted to Singapore dollars on the date of conversion. Transactions in other foreign currency other than US dollars will be converted to US dollars before being converted to Singapore dollars. All conversions shall be based on the prevailing wholesale inter-bank rates or the government-mandated rate, as shall be determined by the respective card association, namely Visa Worldwide. The rate used for the conversion may be different from the rate in effect on the date of the transaction due to market fluctuation. All transactions in foreign currency are subject to charge imposed by the respective card associations, either as a reimbursement charge representing the charge imposed in us or as a direct charge to you. An administrative fee for services provided or actions taken by us in relation to such foreign currency transactions shall be payable by you and debited to your Card Account. The prevailing administrative fee is 1.5% of the foreign currency transaction amount for DBS VISA Cards.