

## Terms and Conditions Governing the DBS BusinessClass Deals webpage (“BusinessClass Deals”)

**IMPORTANT - PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING BUSINESSCLASS DEALS AND/OR USING BUSINESSCLASS DEALS, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT ANY OF THESE TERMS OR CONDITIONS, YOU MUST IMMEDIATELY DISCONTINUE YOUR ACCESS OF AND/OR USE OF BUSINESSCLASS DEALS.**

1. All users of BusinessClass Deals (each a “User”) may browse through BusinessClass Deals.
2. All products and services on BusinessClass Deals are fulfilled by third party vendors (each a “Vendor”).
3. DBS is not an agent of the Vendors listed on BusinessClass Deals. DBS makes no warranty or representation as to the quality, merchantability or fitness for purpose of any Vendor's products or services. Any disputes arising out of any transactions in relation to such products and services are to be resolved directly with the relevant parties and DBS shall not be liable for any such disputes.
4. Information on the products and services listed on BusinessClass Deals, including without limitation, inventory, price and other terms and conditions, shall be provided by the Vendors and DBS accepts no responsibility for the accuracy of such information.
5. Each respective Vendor’s terms and conditions apply in respect of the products and services offered by such Vendor. Users should obtain such terms and conditions from the respective Vendors.
6. BusinessClass Deals is proprietary to DBS and must not be used other than strictly in accordance with these terms and conditions by DBS. BusinessClass Deals is limited to personal, limited, non-exclusive, non-transferable, non-sublicensable use. Each User may not under any circumstances: (i) copy, sell, resell, assign, license, distribute, transmit, publicly display, rent, lease, lend, export, offer on a “pay-per-use” basis, publish or otherwise reproduce BusinessClass Deals or any part thereof in any form by any means; (ii) adapt, modify, decompile, disassemble, localize, port and/or reverse engineer BusinessClass Deals or any part thereof; (iii) remove, obscure or destroy any copyright, trade secret, proprietary or confidential legends or marking of DBS placed upon or contained within BusinessClass Deals; (iv) prepare or develop derivative works based on BusinessClass Deals; and/or (v) use BusinessClass Deals for any purpose other than those permitted under these terms and conditions or with the prior written consent from DBS.
7. DBS may, without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, BusinessClass Deals, including without limitation, removing any listing of a product or service by any Vendor, and shall not be liable if any such upgrade, modification, suspension or alteration prevents any Users or Vendors from accessing BusinessClass Deals or any part or feature thereof.

8. By submitting the online application form to express interest in the products or services on BusinessClass Deals, located on the deals page, the User:
- a. expressly acknowledges that such User has read and understood these terms and conditions and have agreed to be subject to and be bound by these terms and conditions;
  - b. consents to having such User's profile created as a DBS BusinessClass member
  - c. consents to DBS referring its details to the respective Vendors for subsequent follow up;
  - d. acknowledges and agrees that the products and services offered by the Vendors shall be subject to the terms and conditions that such User may need to agree with the relevant Vendors;
  - e. confirms that it is lawfully providing the information submitted in the Application Form or any information as may be requested by DBS from time to time in relation to DBS BusinessClass, including without limitation BusinessClass Deals, (including any Personal Data (as defined below)), for DBS to collect, use, disclose, process and store for the purposes of: (i) promoting, conducting and administering DBS BusinessClass (including without limitation, BusinessClass Deals), including any communications relating to DBS BusinessClass (including without limitation, BusinessClass Deals) and any referrals of that User to the Vendors; (ii) providing products or services to that User, whether in connection with BusinessClass Deals or otherwise; (iii) meeting the operational, administrative and risk management requirements of DBS Bank India Limited and its related corporations; and (iv) complying with any requirement, as DBIL reasonably deems necessary, under any law or of any court, government authority or regulator; and
  - f. undertakes, represents and warrants to DBS that in relation to any Personal Data that such User is disclosing to DBS, such User has notified such individual of the purposes for which DBS may use his/her Personal Data and has obtained such individual's consent for the collection, processing, use and disclosure of his/her Personal Data by DBS in accordance with the provisions of these terms and conditions.

In the context of Clause 8 above, **Personal Data** means personal data as defined in the Information Technology Act, 2000 (as amended from time to time) and the rules made thereunder from time to time.

9. Under no circumstances will DBS be held responsible or liable in any way for any claims, damages, losses, expenses, costs or liabilities whatsoever (including, without limitation, any direct or indirect damages for loss of profits, business interruption or loss of information) resulting or arising directly or indirectly from any User's association to, use of or inability to use the products and/or services offered by the Vendors, any User's reliance on the information and materials on BusinessClass Deals provided by any Vendor or, any communications or any kind of relationship established between any of the Users and Vendors and for any wrongful, incorrect, dishonest,

criminal, fraudulent or negligent work, default, wrongful act or omission, failure, misfeasance, bad faith, disregard of duties and obligations hereunder, service, act or omission of or by the Vendor and/or its employees etc.

- 10.** Any hyperlink to any other website or webpage (including any websites or webpages owned, operated and maintained by any Vendor or any other third party) ("**Third Party Content**") is for informational purposes only and for the Vendors' and Users' convenience only and is not an endorsement or verification of such website or webpage and should only be accessed at the Vendors' and Users' own risk. DBS is under no obligation to monitor or review Third Party Content through BusinessClass Deals, and assumes no responsibility or liability for any losses or liabilities arising from or in connection with any such Third Party Content nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in any such content.
- 11.** DBS' decision on all matters and disputes concerning BusinessClass Deals shall be final and binding on the User.
- 12.** DBS may vary these terms and conditions without any notice or liability to any party.
- 13.** These terms and conditions are governed by, and shall be construed in accordance with, the laws of India, and each User agrees to submit to the jurisdiction of the courts in Mumbai.