

Terms and Conditions for - Direct Debit Facility

These Terms & Conditions (**T&Cs for Direct Debit Facility /T&Cs**) govern and apply to the use of the **Direct Debit Facility** Services and are in addition to these T&Cs customer agrees to abide by under the iBanking terms. These T&Cs forms part and parcel of the existing iBanking terms and conditions. All capitalized terms used in these T&Cs and not otherwise defined herein shall have the meaning as mentioned in the T&C for iBanking.

In these T&Cs "you" and "your" mean the Customer and Authorised User collectively. "We", "our" and "us" refers to DBS Bank Ltd. and its successors and assigns or to any affiliate if any services are being provided by an Affiliate under these T&Cs. You must confirm that **Direct Debit Facility** shall be used only by you.

You agree that in the event you avail any of the services / facilities offered by us through the Direct Debit Facility, you shall be bound by all the **T&Cs** pertaining to such services / facilities, including the iBanking terms and conditions as offered by us. By clicking on the "I agree" check box, you agree to be legally bound by these T&Cs.

The following are the T&Cs applicable for the Direct Debit Facility and/or services.

1. You agree and accept the services provided by us at your request to carry out the online shopping payments through DBS iBanking instructions on your account, given by you. You hereby undertake that you shall take all necessary precautions to prevent unauthorized and illegal use of the Direct Debit Facility and unauthorized access to the your account/s
2. You have no objection whatsoever, that your billing details are provided to us by online shopping merchant.
3. For the purpose of your safety, we will set a daily limit for online payments using this facility. This daily limit can be modified by you any time and the same shall be made available to you subject to the availability of the balance in your Account. You shall be responsible for ensuring the availability of the balance and accuracy of the amount and payment details.
4. You agree that you will make payments as required by the online shopping merchant. You will not hold us responsible for the online shopping merchant rejecting the payment amount because of incorrect or incomplete entries or for any other reasons whatsoever. You agree that the record of the instructions given and transactions with us shall be conclusive proof and binding for all purposes and can be used as evidence in any proceeding.
5. All refunds due to non-delivery of goods/rejection of the goods will be done at the request of the online shopping merchant only. In case of refunds, we will not refund payment processing charges levied, if any on you for processing of the transaction
6. Without prejudice to anything contained anywhere in these T&Cs, we shall be under no liability, whatsoever, to you, in respect of any loss or damage arising, directly or indirectly, out of (a) any defect in any goods or services supplied, (b) the refusal of any merchant to honour or accept the payment through direct debit system, (c) the malfunction of any computer terminal, any delay/ technical failures (d) sharing of access details of your account by you or any third party to any unauthorized person, (e)Any mis-statement, mis-representation, error or omission in any details disclosed to us by you (f) Any discrepancy between the amount required to be paid by the respective merchant(s) and the instructions given by you.
7. We shall not be responsible for any dealings that you may have through Internet website, including but not limited to the supply of goods and services.
8. It must be distinctly understood that this Direct Debit Facility is purely a facility for you to purchase goods and/or avail of services, we hold out no warranty or make no representation about the quality, delivery or otherwise of the merchandise.
9. You agree that we will not be held responsible for the delivery of any item purchased by you or the condition of the item when it is delivered. Our role is restricted to provision of information and payment service only. All disputes regarding delivery/condition of goods are to be taken up directly with the concerned merchant. We shall not, in anyway, be responsible for merchandise, merchandise warranty or services purchased, or availed of by you from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by you.
10. Should you have any complaints concerning any transaction placed through internet website, the matter should be resolved by you with the concerned merchant and failure to do so will not relieve you from any obligations to us. We accept no responsibility for any surcharge levied by any internet website and the same being debited to your Account with the transaction amount.
11. Any dispute or claim regarding the merchandise must be resolved by you with the merchant the existence of the claim or dispute shall not relieve you of your obligation to pay all the charges and you agree to pay promptly such charges, notwithstanding any dispute or claim, whatsoever.

12. In case of any dispute, we reserve the rights to suspend any merchant/master merchant either temporarily or permanently. During this period, DBS iBanking -Direct Debit facility will not work for all such suspended merchants.
13. All disputes are subject to the exclusive jurisdiction of the competent Courts in Mumbai only and the laws applicable shall be Indian laws.
14. We reserve the right to change, at anytime, these T&Cs, features and benefits offered to you including, without limitation to, changes which affect existing balances, interest charges or rates and methods of calculation. You agree that charges, if any, for the Direct Debit facility and related services will be at our sole discretion and shall be at the liberty to vary the same from time to time. We shall communicate all the amended TnC's by hosting the same on our website, www.dbs.com, or in any other manner as decided by the Bank. You shall be liable for all charges incurred and all other obligations under these revised Terms. You shall be responsible for regularly reviewing these T&Cs including amendments thereto as may be posted on the website and shall be deemed to have accepted the amended T&Cs by continuing to use the direct debit facility.
15. We may, at our sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to the products/services made available by the us.
16. You agree that we shall at our own discretion withdraw at anytime the Direct Debit facility, or any services provided there under, in respect of any or all the account(s) without assigning any reason whatsoever, without giving you any notice.