



## TERMS AND CONDITIONS OF PERSONAL ELECTRONIC BANKING SERVICE

Please read the following Terms and Conditions carefully before the use of the personal electronic banking service (including internet and/or mobile banking service) provided by DBS Bank (China) Limited.

**By entering or attempting to enter the personal internet or mobile banking system of DBS Bank (China) Limited, using or attempting to use the internet or mobile banking service provided by DBS Bank (China) Limited, you agree to be bound by the following Terms and Conditions.**

### 1. Definition and Interpretation

#### 1.1 Definitions

Unless otherwise defined in these Terms and Conditions:

“**Access Code**” means the User ID, Password or other security code(s) (whether or not provided by the Bank to the Customer) required to gain access to the Personal Electronic Banking and the Service, as may be changed from time to time.

“**Account**” means any current deposit account, time deposit account, call deposit account, investment account and/or any other account held with the Bank which has been registered for use of the personal electronic banking service of the Bank.

“**Alert Service**” means reminder services which allow the Customer to receive reminders by email to the Special Email Address which the Customer registered with the Bank or by SMS to the number of Verified MP after the completion of transactions through the Service.

“**Bank**” means DBS Bank (China) Limited (including its successors and assigns), or its branches/sub-branches (as the case may be).

“**Bank Business Day**” means in relation to RMB business, a day on which the Bank is open for business; in relation to foreign currency business, a day on which the Bank and the financial institution designated by the Bank in connection with such foreign currency transactions are open for business (excluding Saturday, Sunday or other public holidays of the PRC).

“**Customer**” means the holder(s) of an Account, including any lawful successors and permitted assigns.

“**Customer's Terminal Facility**” means a computer, modem, mobile phone, tablet computer together with all Software and other hardware which are necessary for Customers to access to the Personal Electronic Banking and the Service.

“**Fees**” means any fees, commissions and other charges imposed by the Bank in relation to the Account(s) and/or Service.

“**Special Email Address**” means the special email address which the Customer preregistered with the Bank to receive Alert Service, electronic monthly statement (E-statement) service or other Services.

“**Instructions**” means any operations made as per the Clause 6 (*Instructions*) after logging onto the Personal Electronic Banking with the valid Access Codes according to the procedures prescribed by the Bank (including any transaction instructions given to the Bank via the Personal Electronic Banking such as inquiry, fund transfer, payment and settlement, and purchase, cancellation, redemption or switch of investment product, and confirmation or acceptance of Investment Product Documents, any other product documents, service terms and risk disclosure terms, etc.).

“**Investment Product Documents**” means in respect of any self-owned or third-party investment product offered by the Bank, any agreements, terms and conditions, terms sheets, order forms, confirmations, risk disclosure sheets, client rights instructions and other relevant contracts, agreements, forms or documents which are provided by the Bank to specify terms of such investment product.

“**Password**” means any number, alphabet, name, phrase, symbol, identifier, code or any combination thereof which should be input by the Customer to access to the Personal Electronic Banking or the Service, whether such password is issued/assigned by the Bank to the Customer or selected by the Customer.

“**PIN Code**” means any one-time password as required at the Bank’s discretion, which is generated at random by system for the Customer to access to the Personal Electronic Banking and the Service or to complete relevant transactions, including the PIN Code sent to the Customer’s Verified MP via SMS and that generated by the Secure Device.

“**Personal Electronic Banking**” means the personal internet and/or mobile banking system made available by the Bank from time to time, enabling the Customer involved to communicate with the Bank through electronic or telecommunications equipment or medium (including the internet, computer, mobile phone, tablet computer or other electronic or telecommunications equipment, terminal or system or otherwise).

“**PRC**” means the People’s Republic of China (for the purpose of these Terms and Conditions, excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan).

“**Secure Device**” means any smartcard, token, electronic device, hardware or any other secure equipment provided by the Bank to the Customer from time to time to enable access to the Personal Electronic Banking and the Service or to complete relevant transactions as required at the Bank’s discretion.

“**Software**” means all software used to provide the Service or any other related services to the Customer.

“**Service**” means the personal internet and/or mobile banking service provided by the Bank, which allows the Customer to operate the Account(s) and/or use other personal banking service online.

“**Terms and Conditions**” means these terms and conditions of the Service and all documents and supplementary terms and conditions issued by the Bank incorporating such amendments and variations as may be effected by the Bank from time to time in accordance with any of the provisions hereof.

“**User ID**” means any number, alphabet, name, phrase, symbol, identifier, code or any combination thereof issued/assigned by the Bank to the Customer or otherwise selected by the Customer to access to the Personal Electronic Banking and the Service, enabling the Bank to verify and authenticate the identity of such Customer for its access to the Personal Electronic Banking and the Service.

“**Verified MP**” means a mobile phone preregistered with the Bank for the Customer to receive PIN Code, Alert Service and other Services.

“**Website**” means <http://www.dbs.com.cn>, or such other official website or any mobile device or telecommunication equipment application operated and/or maintained by the Bank or by any third party on behalf of the Bank.

## 1.2 Interpretations

- (1) In these Terms and Conditions, unless the contrary intention appears, a reference to:
  - (a) an “**amendment**” includes a supplement, novation or re-enactment and “**amended**” is to be construed accordingly;
  - (b) “**applicable law**” means all statutes, laws, rules, regulations, guidelines, directives, circulars, notices, measures, (whether issued by a governmental, inter-governmental or supranational body or authority or self-regulatory organisations in relation to which the Bank is a member, or otherwise), whether in or outside the PRC which are applicable to the Bank and/or the Customer and/or to which the Bank and/or the Customer is subject;
  - (c) the term “**including**”, “**include**” or “**includes**” shall be deemed to be followed by the phrase “**but not limited to**”;
  - (d) a provision of law is a reference to that provision as amended or re-enacted; and
  - (e) a Clause is a reference to a clause of these Terms and Conditions.
- (2) The headings or titles to these Terms and Conditions are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Terms and Conditions.
- (3) Where the context so admits, the singular shall include the plural and words in the masculine gender shall include the feminine gender and/or neutral gender and vice-versa.

## **2. Customer's Confirmation of Eligibility**

2.1 The Customer confirms that he/she is:

- (a) an individual person aged 18 or above with full capacity of civil conduct to enter into these Terms and Conditions;
- (b) either the owner of the Customer's Terminal Facility or authorized by the owner of the Customer's Terminal Facility to use such facility to access to the Personal Electronic Banking and the Service; and
- (c) ordinarily resident in (and the Customer's Terminal Facility is located in) the PRC or in any other jurisdiction where the Bank can lawfully provide and the Customer can lawfully use the Service.

The Customer agrees to immediately notify the Bank in writing if any of the above confirmations cease to be correct. Unless special arrangements are then agreed in writing with the Bank, the Customer shall immediately cease using the Service.

2.2 The Bank will provide the Customer with the personal internet banking service if all the conditions set out below have been satisfied:

- (a) The Customer accepts these Terms and Conditions;
- (b) The Customer should apply for and activate a personal debit card of the Bank before the use of the Service;
- (c) The Customer should complete the online registration procedure of the Service through the Customer's Terminal Facility or any operating network of the Bank, and should complete the pre-registration procedure of the Verified MP for receiving the PIN Code through any operating network of the Bank (if the Customer does not complete the online registration procedure of the Service at the Bank's operating network but only do it through the Customer's Terminal Facility, or the Customer does not complete the pre-registration procedure of the Verified MP at the Bank's operating network, the Customer is only permitted to make inquiries but cannot make transactions via Personal Electronic Banking); and
- (d) The Customer should apply for the Secure Device as the Bank deems necessary (but if the Customer fails to do so, only part of the Service will be available).

2.3 The Bank will provide the Customer with the personal mobile banking service if all the conditions set out below have been satisfied:

- (a) The Customer has successfully applied for the personal internet banking service of the Bank according to Clause 2.2 above and has completed the first logging onto the personal internet banking system of the Bank;

(b)The Customer should download and install the mobile banking application of the Bank.

**3. Limitations to Provision of Service**

3.1 The Customer agrees to acquire the contents, operation time, use rules and other relevant information of the Service from the Website.

3.2 The Customer agrees and acknowledges that the internet and mobile telecom network is a new and rapidly advancing technology. Accordingly, while the Bank is committed to developing its Personal Electronic Banking, relevant functions and the Services, however,

- (a) the Service may not meet all the Customer's requirements or expectations;
- (b) the contents and functionality of the Service may from time to time be varied;
- (c) the Bank will endeavour to ensure the normal functioning of the Service, but its operation may be interrupted and/or may require periodic maintenance; and
- (d) to help reduce the risks, the Bank may set (and from time to time revise) limitations on the transaction size, fund transfer destinations and other aspects of the Service and/or may set (and from time to time revise) user requirements.

3.3 **Internet and mobile communications may be subject to the impact from the factors beyond the Bank's reasonable control, including act or omission of internet service supplier or mobile telecom network service provider, any hardware/software breakdown of the Customer's Terminal Facility, breakdown or failure of communication facilities, inherent technical deficiency, network congestion, or any interruption, suspension, delay, error or interception of such communication. The Customer confirms and acknowledges that the factors above may result into the circumstances as follows:**

- (a) **failure, suspension, error or delay of the Service, or the Bank's failure or untimely receipt of the Instructions;**
- (b) **Failure or delay to execute Instructions, or error in the execution;**
- (c) **failure to operate Instruction at the price when the Customer makes the Instruction, with only possibility to operate at other price;**
- (d) **impossibility to operate the Instruction at specific price, "best price" or "market price", etc.; or**
- (e) **delay, missing, error, leakage or interception of any information sent/transmitted between the Bank and the Customer.**

**The Customer further confirms and agrees that the Instruction he/she has made is irrevocable, despite the risk that the Instruction given via the Service might be delayed, missing, corrupted, leaked or intercepted.**

- 3.4 **The Bank shall assume no liability for incomplete service, failure, interruption, error, delay or information leakage of the Service (including the transmission of any Instruction or notification, receipt/execution of any Instruction) due to overload use of the Personal Electronic Banking and the Service, or the Customer's act or omission, or any other reason beyond the Bank's reasonable control (including the factors set out in Clause 3.3 above), unless it is caused by the Bank's wilful misconduct or gross negligence.**
- 3.5 **Any exchange rate, interest rate, dealing rate and other prices and information quoted by the Bank on the Website or otherwise is for reference only and is not binding on the Bank. If the Customer accepts any exchange rate, interest rate, price or information offered by the Bank specifically for relevant transaction, the Customer shall be bound by such exchange rate, interest rate, price or information upon such acceptance.**
- 3.6 **The Bank does not have agency, cooperation, partner or joint-venture relationship with internet service providers, mobile network service providers, telecom operators, suppliers of Secure Device or any other third party, and such third party cannot represent the Bank in any form. The Bank shall assume no liability for the loss or damage arising from act or omission of any third party.**
- 4. Personal Identity Verification Information**
- 4.1 Access to the Service will require the use of valid Access Codes, which may be provided by the Bank or set by the Customer in person and accepted by the Bank.
- 4.2 The Bank may dispatch such Access Codes to the Customer when he/she applies for the Services via any operating network of the Bank, or directly send Access Codes to him/her in other manner as the Bank may deem appropriate, during which the Customer shall take any risk arising from the factors beyond the Bank's reasonable control.
- 4.3 The Customer may change the Access Codes; however, such change will not take effect unless and until accepted by the Bank.
- 4.4 In addition to the Access Codes, the Bank may, in its sole discretion, require the Customer to use PIN Codes (including PIN Codes sent to the Customer's Verified MP via SMS and that generated by the Secure Device) to access to the Personal Electronic Banking and the Service, or complete the transactions or realize relevant functions, in the event of which it is the sole responsibility of the Customer to apply to the Bank for the dispatch of the Secure Device and such PIN Code.
- 4.5 **The Customer shall properly keep his/her Secure Device and Verified MP used to receive PIN Codes. The Customer shall go to any operating network of the Bank in person for re-verification of his/her Verified MP if there is any change of his/her Verified MP. If the Secure Device or the Verified MP is lost, stolen or the Customer loses control over the Secure Device or the Verified MP, the Customer should notify the Bank in a manner accepted by the Bank to suspend the Service. To recover the Service, the Customer needs to go to the operating network of the Bank in person to re-apply for the Secure Device, change the Verified MP and/or go through other relevant formalities. The Bank will not be liable for the loss arising out of the Customer's failure to notify the Bank in the aforementioned circumstances. Meanwhile, before the suspension of the Service is completed by the Bank**

**according to its normal procedure, he/she shall be liable for all the loss and consequence resulting from the Secure Device and/or his/her Verified MP being lost, stolen, or out of his/her control.**

- 4.6 **The Access Codes and PIN Codes together constitute personal identity verification information, which should be properly kept by the Customer. If any unauthorized disclosure or use of such personal identity verification information occurs and causes any loss, responsibility, consequence suffered by or imposed on the Bank, the Bank shall not undertake any responsibility (unless the unauthorized disclosure or use aforesaid is solely caused by willful misconduct or gross negligence of the Bank).**
- 4.7 The Bank shall be entitled to rely on and treat any Instruction made, submitted or effected pursuant to the access or use of the Access Codes and/or PIN Codes (if applicable) of any Customer as having been made, submitted or effected by that Customer unless a notice of the disclosure or unauthorised use of the Access Codes and/or PIN Codes to effect any Instruction has been given by the Customer by such means as the Bank may agree and has been received by the Bank within such period of time prior to such Instruction as the Bank would reasonably require (having regard to all the circumstances then prevailing) to enable it to take appropriate action to prevent such Instruction from being received, acted upon or implemented.
- 4.8 The Customer recognizes that the Customer's mobile service provider may not allow the Customer to receive the PIN Codes or use the Alert Service or the mobile banking service if the Customer is abroad or using an overseas mobile service network. In addition, service charges may be levied by the service provider for receiving the PIN Codes or using the Alert Service or the mobile banking service. The Bank will not be liable for any such charges levied by the service provider or any other party.
- 4.9 **The PIN Codes sent via SMS may not reach the Customer or suffer corrupted or delayed transmission due to the problem with mobile service network of the Customer's mobile service provider. The Bank will neither be liable for loss nor take responsibility arising out of any interruption, corruption or delays due to any failure of the mobile service network.**
- 4.10 In case the Access Codes are forgotten, the Customer shall forthwith notify the Bank of the loss of the Access Codes and change the Access Codes in a manner accepted by the Bank.

## **5. Customer's Obligations**

The Customer agrees that at all times:

- (a) the Customer will use suitable equipment or device, download and install suitable Software or use appropriate network (including mobile network) connection (determined by the Bank from time to time) so as to access to the Service;
- (b) the Customer will not disclose or permit any other person to use the Customer's Secure Device and Verified MP or to obtain the Customer's Access Codes and/or PIN Code or otherwise to gain access to the Customer's Account(s) or use other banking services through the Service;

- (c) the Customer will ensure that no other person has unauthorized access to the Personal Electronic Banking and the Service (whether by use of Customer's Terminal Facility or otherwise) and, (without limitation), will ensure that no other person has obtained any Password and/or PIN Code or other authentication information required to obtain such access;
- (d) the Customer will not use or attempt to use the Service for any purpose other than that for which it was intended;
- (e) the Customer will not, and will not attempt to, reverse engineer, decompile, disassemble or otherwise tamper with the Service or any systems or software operated by the Bank or by any third party on behalf of the Bank, or assist or permit anyone else to do so;
- (f) the Customer shall use all data, information and real-time quotes on the Website for the Customer's personal use and reference only. These must not be reproduced, duplicated, sub-listed or transmitted or used for commercial purposes or framed on a third party's website, and the Customer shall not furnish such data, information or quotes to any other person or entity for any reason;
- (g) In the event that the Customer receives or retrieves any data or information from the Personal Electronic Banking and/or the Service that is not intended for the Customer, the Customer shall immediately notify the Bank, and ensure that the Bank is notified, of such receipt or retrieval of such information, and promptly delete and destroy or procure the deletion and destruction of such information; and
- (h) If there is any change to any information (including Verified MP and Special Email Address) provided to the Bank by the Customer for using the Service, or the said Verified MP, Secure Device or and the Special Email Address cannot receive PIN Code, notice or alert message from the Bank, the Customer shall inform the Bank immediately in a manner accepted by the Bank.

## **6. Instructions**

6.1 The Bank will receive and act on Instructions with respect to the Customer's Account(s) or other transactions, subject always to the following:

- (a) the Bank shall ensure that before carrying out any Instruction, the Instruction is authenticated by the Bank through checking any one or more of the Customer's Access Codes and PIN Codes (if applicable) for access to the Personal Electronic Banking and the Service, but without the obligation to carry out any further authentication or other steps;
- (b) the Bank shall be entitled (but not obliged) to give effect to any Instruction received, in such terms as received. The Bank's record of any Instruction shall (unless there is a manifest error) be final and binding;
- (c) the Bank may refuse to act on any Instruction which in the Bank's opinion is not practicable or reasonable for the Bank to do so or violates the Bank's normal business practices and procedures;



- (d) the Bank will not be responsible for the accuracy or completeness of any data, or any error, interception, deletion or loss of data caused from any fault, failure or malfunctioning of the Customer's Terminal Facility;
  - (e) the Customer will be bound by any Instruction received in conjunction with any one or more of the Customer's Access Codes and/or PIN Codes (if applicable) for access to the Personal Electronic Banking; and
  - (f) normally an electronic acknowledgement will be issued once the Bank receives an Instruction, but under certain circumstances an Instruction may not actually be processed until the next batch processing day for Instructions of that kind.
- 6.2 The Customer undertakes to confirm any special Instruction in writing as soon as possible upon request by the Bank.
- 6.3 **Once given, an Instruction may not be amended, cancelled or withdrawn by the Customer unilaterally. All Instructions (as understood and acted on by the Bank in good faith) shall be irrevocable and binding on the Customer whether given by the Customer or by any other person. The Bank shall have no obligation or duty to verify the authenticity of any Instruction or the identity or authority of any person giving any Instruction, other than to verify all of the Access Codes and/or PIN Codes (if applicable).**
- 6.4 **In the event that the Customer makes a request to the Bank to modify or cancel any Instruction, the Bank can (but is not obligated to) take reasonable endeavours to act on such request at the Customer's cost, but shall not be liable for any failure to modify or cancel that Instruction if the Bank receives that request at a time or under circumstances that render it impossible to comply with that request.**
- 6.5 **If the Bank deems that it receives unauthorized Instructions, the Bank is entitled (but not obliged) to verify the identity of the person purporting to give such Instruction or the source and origin of any Instruction and/or the representation of authority of any person to act for the Customer. The Bank is entitled to cancel the transactions under the Instructions if such Instructions are unauthorized per the Bank's verification. The Bank will not take any responsibility for any loss suffered by the Customer due to the cancellation of the transactions under such circumstance.**
- 6.6 **Where any Instruction to the Bank is ambiguous or inconsistent with any other Instruction to the Bank, to the extent permitted by applicable law, the Bank shall be entitled to rely on, act upon or carry out any Instruction in accordance with any reasonable interpretation thereof which the Bank believes in good faith to be the correct interpretation, or to refuse to act on or carry out the Instruction until it receives a fresh Instruction in such form and content required by or acceptable to it.**
- 6.7 **Where any Instruction to the Bank is inaccurate, incomplete or inconsistent, the Bank shall not be liable for any loss or delay arising from the inaccuracy, incompleteness or inconsistency of such Instruction. The Customer shall be solely responsible for ensuring the**

**accuracy, completeness or consistency of his/her Instruction and that such Instruction reflects the Customer's intention and may achieve the Customer's intended purpose.**

- 6.8 The operation time slot for each function under the Service may be different as published by the Bank on the Website. Any Instruction given to the Bank at any time after the deadline stipulated by the Bank by which the Instruction should be effected or made, may at the selection of the Bank be effected on the succeeding Bank Business Day.

## **7. Fund Transfer Service**

Transactions involving transfer of funds between any Accounts, or between any Account and any other accounts of the Customer and/or third parties held within the Bank and/or with other banks can only be accepted if the necessary arrangements have been established by the Bank. Such fund transfers shall wherever practicable be processed on the same day or otherwise on the next Bank Business Day at the discretion of the Bank or (if applicable) any other day specified by the Customer and agreed by the Bank.

## **8. Time Deposit**

The Bank may from time to time accept Instructions given by the Customer through the Service to establish time deposits at the Bank. The terms of the time deposit (such as the interest rate and maturity date) shall be set by the Bank based on the Instructions received. The Bank's record shall be conclusive evidence of the Instructions given.

## **9. Foreign Currency Account Opening and Exchange between Foreign Currencies**

The Bank may, from time to time, receive the Instructions on foreign currency account opening and exchange between foreign currencies sent by the Customer via the Service. The Bank may set restrictions (as adjusted from time to time) in this regard. For instance, the Bank may prescribe that only the Customer with at least one Renminbi account is allowed to apply for opening foreign currency account via Personal Electronic Banking and the Service; and foreign currency exchange allowed via the Service does not cover the exchange between Renminbi and any foreign currency. The detailed restrictions (such as the restrictions on time, amount, etc.) and their adjustment shall be subject to relevant information on the Website of the Bank.

## **10. Financial Needs Analysis and Investment**

Subject to applicable laws and provisions of relevant Investment Product Documents, in respect of certain specific investment products, the Bank may from time to time receive the Instruction given by the Customer via the Service to carry out financial needs analysis, subscribe investment products or conduct other transactions or operations, in particular, the Customer acknowledges and agrees that the Bank may offer its self-owned or third party products with risk rating of P4 or above (the "High Risk Products") to suitable Customers via the Personal Electronic Banking and the Service. When the Customer subscribes any investment product (especially the High Risk Products) via the Personal Electronic Banking, the Customers should carefully read all terms of the Investment Product Documents, fully understand the structure, features and relevant risks of the investment products, and cautiously decide if this is a suitable investment for his/her own. If the Customer has any questions on the product, the Customer should immediately cease the

subscription via the Personal Electronic Banking and go to operating network of the Bank for inquiry. The catalogue of the products available via Personal Electronic Banking and the Service, as well as relevant restrictions to online financial needs analysis and investment service shall be subject to the information released by the Bank on its Website. If there is any discrepancy between the Investment Product Documents and these Terms and Conditions, the Investment Product Documents shall prevail.

## 11. Alert Service

The Bank may provide Alert Service in connection with transactions conducted through the Service to the Customer. By attempting to use or using the Alert Service, the Customer shall be deemed to have acknowledged and agreed to be bound by the clauses as follows:

- (a) all information that the Customer receives through the Alert Service is for reference only and shall not be treated as decisive evidence for any transaction or other related matters. If the Customer has any disagreement with such information, he/she shall contact the Bank immediately;
- (b) by access to or the use of the Alert Service, the Customer shall be deemed to have authorized the Bank to provide information relating to the Customer or Accounts to internet service provider, telecom operators, mobile network service provider or any other third party for the purpose of providing Alert Service to the Customer;
- (c) **the Bank shall assume no liability for any loss of the Customer arising from force majeure or any other cause beyond the Bank's reasonable control, including the cause of third party providing technical support for the Alert Service, the cause of telecom operators, internet service provider, mobile network service provider or any other third party, or a hardware/software breakdown of the electronic equipment at Customer's end, breakdown or failure of communication facilities, inherent technical deficiency, network congestion, or any interruption, delay, corruption or interception of such communication, which may make Alert Service inaccessible or delayed, or untimely, inaccurate, incomplete information sent to the Customer using the Alert Service, unless the loss is caused by wilful misconduct or gross negligence of the Bank; and**
- (d) **the Bank shall assume no liability for any loss of the Customer or the Bank's failure to prevent more loss in the event that the Customer did not timely receive, note or understand the information through Alert Service due to his/her own reason.**

## 12. Monthly E-Statement Service

- 12.1 The Bank may send monthly statement via electronic way to the Customer as a replacement of postal delivery of monthly statements so that the Customer may review, print and save such statements via Personal Electronic Banking and the Service. As long as the monthly e-statement service becomes available to the Customer, the Bank will stop postal delivery of monthly statements to him/her unless otherwise agreed by the Bank expressly.

- 12.2 Upon the delivery of e-statement, the Bank will send an e-mail notice to the Customer's Special Email Address. If the Special Email address has been changed, the Customer should inform the Bank of the change in a manner accepted by the Bank. If the Special Email Address has been canceled or faulted, the Customer will not be able to receive such notice and the Bank shall assume no liability in such circumstance.
- 12.3 After receiving the e-mail notice from the Bank in respect of monthly e-statement, the Customer should log onto the Personal Electronic Banking timely so as to review the e-statement. If the Customer has any question about the e-statement, he/she shall inform the Bank as soon as possible in a manner accepted by the Bank. If the Bank does not receive any disagreement from the Customer within 90 days after the Bank's delivery of e-statement (or other deadline specified in the e-statement), the Customer shall be deemed to agree with the authenticity and accuracy of all data in the e-statement.
- 12.4 The full text of Clause 11 (*Alert Service*) above shall apply to the monthly e-statement service which is deemed as a monthly alert service in respect of the Client's financial information.
- 12.5 The Customer is advised to save an electronic copy of the e-statements or print a hard copy of the same for future reference.

### **13. Other Services**

The Bank may provide other banking services through the Personal Electronic Banking, including changing debit card limits, registering the loss of debit card, applying for new cheque book, stopping payment of a cheque, applying for monthly statement or certificate of deposit, and updating personal information. The Bank will from time to time add, decrease or change content and function of the banking service available via the Personal Electronic Banking, which will be announced by the Bank on its Website.

### **14. Product Terms and Conditions**

In addition to these Terms and Conditions, any product/business terms and conditions (including *the Terms and Conditions for Accounts and Related Services for Individuals*, debit card terms and conditions, loan documents, Investment Product Documents) bear binding force upon the Customer. In terms of the Service, if there is any discrepancy between *the Terms and Conditions for Accounts and Related Services for Individuals* and these Terms and Conditions, these Terms and Conditions shall prevail; if there is any discrepancy between debit card terms and conditions/loan documents/Investment Product Documents/other documents in respect of specific product or business and these Terms and Conditions, debit card terms and conditions/loan documents/Investment Product Documents/other documents in respect of specific product or business shall prevail.

### **15. Customer's Undertakings and Indemnity**

- 15.1 The Customer undertakes to apply for and use the Service in accordance with the procedures stipulated by the Bank.**

- 15.2** By entering or attempting to enter or using the Service provided by the Bank, the Customer agrees to be bound by all these Terms and Conditions.
- 15.3** The Customer undertakes and assures that all personal information and other materials provided to the Bank are true, accurate and complete in all aspects. The Customer agrees to be liable for any consequence caused by the Customer's failure to comply with such undertaking and assurance.
- 15.4** In the absence of manifest error, the written records of any matter in relation to the Account(s) and/or the Service produced by the Bank in accordance with its ordinary operating practice shall be the conclusive evidence of the matter. Any online response through the Website is for reference only and is not binding on the Bank.
- 15.5** In addition and without prejudice to any other right or remedy of the Bank (whether under any other provisions of these Terms and Conditions or otherwise) the Customer shall indemnify and hold the Bank harmless from and against any and all loss suffered or incurred by the Bank as a result of any of the following:
- (a)** any failure by the Customer to comply with any applicable laws or these Terms and Conditions;
  - (b)** the Bank relying or acting on or carrying out any Instruction in any manner permitted under these Terms and Conditions; and
  - (c)** any virus, fault, defect, deficiency or malfunction in and/or any breakdown, disruption or failure of any software or any telecommunications, computer or other electronic equipment or system owned, operated and/or maintained by the Bank or by any third party on behalf of the Bank, due to or caused by the Customer logging onto the Personal Electronic Banking and/or using the Service.
- 15.6** The Customer agrees to use the agreed mobile network or SMS service network for receiving PIN Codes, Alert Service, mobile banking service and other relevant services, and shall enter into network service agreements and mobile wireless communication service agreements etc. with the relevant service providers at his/her own cost.
- 15.7** The Personal Electronic Banking may automatically offer relevant Software to the Customer so that he/she could have access to the Service. The Customer agrees and assures that the Software aforesaid is compatible with the Customer's Terminal Facility or other equipment as well as other software installed in such equipment. The Bank shall assume no liability for the loss arising from the incompatibility.
- 15.8** The Customer shall adopt any reasonable measures to ensure that there is no virus or any other similar program and bug in the Client's Terminal Facility or other equipments used for the Service, including hidden software bugs, Trojan Horse or worms. The Customer may access to the Personal Electronic Banking and the Service by using the Customer's Terminal Facility or other equipment connected to internet or in other manner (as appropriate). Given the log-on channels and manners of the Customer are beyond the control of the Bank, the

**Customer must ensure the Customer's Terminal Facility or other equipment under effective protection against virus.**

**16. Bank's Undertakings and Exclusions of Liabilities**

**16.1 The Bank undertakes to take reasonable measures to ensure the security of the Personal Electronic Banking and is committed to compliance with the statutory requirements or regulatory standards applicable to PRC commercial banks.**

**16.2 The Bank shall have no liability for any claim, loss (whether direct or indirect) or damage in relation to the Service (unless due to wilful misconduct or gross negligence of the Bank under the circumstances (a), (b), (g), and (h) below):**

- (a) where any functionality of the Service is not available to the Customer, or is restricted, suspended or terminated;**
- (b) where any Instruction is not effected, or is delayed or in error;**
- (c) where the Customer fails to carry out those responsibilities set out in Clause 22 (*Customer's Responsibility for Security*);**
- (d) such claim, loss or damage is in respect of any loss of profits or opportunity or any other consequential or indirect loss or liability;**
- (e) where the Customer is negligent to or fails to properly keep the Secure Device or to keep the Access Codes and/or PIN Codes (if applicable) or Account(s) information confidential which causes relevant information being disclosed to any third party;**
- (f) where it is incompatible between the Customer's Terminal Facility and the Personal Electronic Banking, including any adverse outcome, damage, loss, disruption, violation, irregularity or failure arising from the use of or reliance on hardware and software of computer, tablet computer, mobile phone and other electronic devices, online networks, mobile network and/or internet browsers;**
- (g) where the Customer relies on the financial information provided by the Bank on the Website or otherwise; and**
- (h) where the Customer or any third party misuses the Service by using Access Codes or PIN Codes (if applicable).**

**17. Erroneous Transaction**

If in Customer's opinion any error has occurred when the Bank processes any Instruction, he/she shall inform the Bank within 30 days since he/she is aware of or should be aware of the error of the transaction. Otherwise, the Customer is deemed as having accepted such transaction and will be responsible for such transaction.

**18. Fees**

- 18.1 The Customer agrees to timely pay the Bank all Fees at such rate and in such manner as the Bank may publish from time to time on the Website.
- 18.2 Upon receipt of the Instructions through the Service, the Bank is entitled to deduct the Fees from the Account(s) on or before acting on the Instructions.
- 18.3 The Customer irrevocably authorized the Bank to debit without prior notice any Customer's account with the Bank (no matter whether such an account has been registered for the use of the Service) at any time in respect of any Fees or other sums due or payable by the Customer to the Bank.
- 18.4 The Bank is entitled to make addition, changes or adjustments to the Fees by notifications posted on the Website or by other means the Bank deems appropriate and such notifications shall only become effective not less than 30 days after the date of posting.
- 18.5 The Customer shall pay the Fees incurred from the Service which are charged by internet service provider, telecom operators, mobile network service provider or third party software provider, including network charge, phone traffic charge or the cost for using software, etc.
- 18.6 The Customer shall pay any tax incurred from the Service in accordance with applicable law. If required by such applicable law, the Bank is entitled to deduct the tax from the Customer's relevant account and pay the tax on behalf of the Customer.

## **19. Communications with the Bank**

- 19.1 Any communication with or feedback to the Bank in relation to the Service shall be made in phone calls at the customer service hotline of the Bank (400-820-8988) or any other number designated by the Bank.
- 19.2 In addition to the communication means set out in Clause 19.1, the Customer can communicate with any operating network of the Bank in person.
- 19.3 Any notice to the Customer from the Bank under these Terms and Conditions will be deemed to have been received by the Customer, if posted by mail, 48 hours after posting of the same addressed to any one of the Customer's addresses known to the Bank if such address is in the PRC; or 7 days after posting of the same addressed to any one of the Customer's addresses known to the Bank if such address is elsewhere.
- 19.4 Any notice to the Customer from the Bank under these Terms and Conditions will be deemed to have been received by the Customer, if sent by e-mail, once it is sent to the most updated email address of the Customer provided to the Bank; if sent by fax, once relevant transmission reflects that it has been faxed to the most updated fax number of the Customer provided to the Bank.

## **20. Records**

For the purpose of rights protection and dispute resolution under these Terms and Conditions, the Customer agrees that the Bank is entitled to:

- (a) record any telephone communication between the Customer and the Bank;
- (b) make records of any Instruction in relation to the Service; and
- (c) monitor any phone communications for the assessment and improvement of the Service.

The Customer confirms that all records produced in aforementioned ways can be deemed as valid proof with full effect in the PRC court.

## **21. Advertisement**

The Bank may, from time to time through the Service, publish or record the advertisement in connection with the products or service of the Bank or any other member(s) of DBS Group, to the extent permitted by applicable laws.

## **22. Customer's Responsibility for Security**

- 22.1 The Customer should change the Password periodically and/or upon requested by the Personal Electronic Banking.
- 22.2 When the Customer changes the Password, the Customer shall consider the risk of being reverse engineer, decompile, disassemble or otherwise tamper with the Service. For instance, the Customer should avoid using the birthday of his/her own or his/her relatives and/or friends as the Password.
- 22.3 The Customer must at all times keep the Password secret and must not disclose it to any other person including the personnel of the Bank or write it down or record it in a manner that could result in its disclosure to, misuse or theft by any other person.
- 22.4 **If the Customer's Password has been disclosed to any other person or there is any actual or suspected misuse or theft of the Customer's Password or the Customer's Terminal Facility or the device used for receiving PIN Codes, then the Customer must notify the Bank immediately by dialling 400-820-8988 or any other number designated by the Bank. Written confirmation of any such notification should be provided to the Bank together with detailed information of the misuse or theft within 24 hours. After receiving such notification on phone, the Bank will suspend the Service until the Customer visits any operating network of the Bank in person and recover the Service. The Bank will assume no liability for the loss arising from Customer's failure to notify the Bank in the above circumstances. Meanwhile, before the Bank suspends the Service according to its normal process, the Customer shall assume liability for any loss and consequence arising from the above circumstances.**
- 22.5 The Customer should check the statements of the Account(s) on a regular basis. If the Customer discovers any unauthorized transaction on any statement of the Account, the Customer must notify the Bank immediately by dialling 400-820-8988 or any other number designated by the Bank.
- 22.6 The Customer must prevent unauthorized access to the Customer's Terminal Facility or any other device provided by the Bank when the Customer is using such computer or device to access to the Personal Electronic Banking and the Service.



- 22.7 The Customer is not allowed to access to the Personal Electronic Banking and the Service when the Customer's Terminal Facility is linked to LAN which will result in the disclosure, duplication and imitation of Access Codes to/by any other person.
- 22.8 The Customer must comply with security requirements of the Bank to ensure the security of the Service.
- 22.9 The Customer should ensure that access to Service is through the genuine website of the Bank;
- 22.10 The customer does not use an account aggregation service (a service provided by another company that allows customers to view all of their bank details on a single website) or similar service.
- 22.11 The Customer must prevent unauthorized access to the Customer's Secure Device when accessing the Service through such device;
- 22.12 the Customer realizes and accepts that any person who possesses, knows or is allowed to find out the Access Code will be able to place orders, access and withdraw funds from any of the Customer's Accounts and (except due to any causes listed in Clause 23.1) the Bank will not be liable for any losses in relation thereto.

### **23. Internet security - The Bank assurance to customers**

23.1 Provided that the Customer complies with Clause 22 (Customer's Responsibility for Security) and other relevant provisions of these Terms and Conditions, provided the Customer has not been fraudulent or grossly negligent, then the Customer shall not be liable for unauthorized Transactions due to:

- (a) a computer crime that is not prevented by the security system of the Service; or
- (b) a human or system error caused by or which is under the control of the Bank; or
- (c) fraud or negligence of the Bank, its staff or agents;

which results in (i) the loss, delay in transfer or misplacing of funds or (ii) missed or mis-directed payments (collectively "Mistaken Transactions"). In such circumstances, the Customer shall be entitled to reimbursement by the Bank for any lost funds incurred by the Customer resulting directly from the Mistaken Transactions, but the Bank shall not have any further or other obligations or liabilities to the Customer in relation to the Mistaken Transactions.

23.2 **Should the Customer be in breach of Clauses 5, 15, 22 or other relevant provisions of these Terms and Condition or security requirements otherwise made available to Customer by the Bank from time to time, the Customer shall bear all losses or damages howsoever arising.**

### **24. Joint Account**

24.1 Where the Account(s) is a joint account, references in these Terms and Conditions to “Customer” shall be deemed to mean all and each of the joint account holders, and

- (a) the liability of each such person shall be joint and several; and
- (b) either/any of such persons shall have full power and authority to exercise all the rights and entitlements of the Customer hereunder.

24.2 Any requirement in the mandate for joint signatories shall be regarded as satisfied by the use of the correct Access Codes and PIN Codes (if applicable) to access the Personal Electronic Banking and the Service.

## **25. Copyright Ownership**

25.1 The Customer acknowledges that the Service and all associated Software and/or information or other materials are proprietary to the Bank, and are valuable to the Bank or other relevant third parties. The Customer shall not take any actions jeopardizing the rights of the Bank or any third party, including:

- (a) using such Software and/or information or other materials for other purposes rather than the Service;
- (b) duplicating, selling, distributing, leasing, sub-licensing the license for the utilization of the Service or giving it to a third party.

25.2 If the Customer utilizes the Service out of the PRC, the Customer shall comply with all the applicable laws in such jurisdiction, including obtaining necessary approvals or licenses for the import and export of the Software.

## **26. Suspension, Variation and Termination of Service**

26.1 The Customer agrees that the Bank is entitled to conduct the following actions at its sole discretion at any time without seeking the consent from the Customer:

- (a) to add, remove, change, terminate or suspend any available function of the Service; and/or
- (b) to suspend or terminate the Service.

If the change above-mentioned will bring substantial impacts on the Customer, the Bank shall send a notice to the Customer as least thirty (30) days in advance, unless the change is beyond the control of the Bank. If there is no substantial impact, the Bank shall notify the Customer within a reasonable time period. Such notification shall be made in a manner as deemed proper by the Bank, including posting announcement on the Website and/or operating network of the Bank.

**26.2 The Bank will not be responsible for any loss suffered by the Customer if the Bank adds, removes, changes, terminates or suspends any available function of the Service, or suspend or terminate the Service according to Clause 25.1 above, unless caused by wilful misconduct or gross negligence of the Bank.**

- 26.3 The Customer may terminate the Service by visiting any operating network of the Bank in person.
- 26.4 The Bank is entitled to rely or act on any Instruction transmitted before the termination of the Service as it remains valid.
- 26.5 Any Fees paid to the Bank before the termination of the Service are not refundable.

## **27. Waiver and Severability**

- 27.1 No failure or delay by the Bank in exercising any right, power or remedy hereunder shall impair such right, power or remedy or operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.
- 27.2 The rights, powers and remedies herein provided are cumulative and do not exclude any other rights, powers and remedies provided by law. If at any time any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction, and of the remaining provisions of these Terms and Conditions, shall not be affected or impaired thereby.

## **28. Amendments**

These Terms and Conditions may be amended or supplemented from time to time by the Bank. The Bank will notify the Customer of any amendments or supplements by posting a notice on the Website, make announcement through operating network or by other means that the Bank deems appropriate. Such amendments or supplements will be effective on the date designated by the Bank (the “**Effective Date**”). If such amendments or supplements will bring substantial impacts on the Customer’s responsibilities and obligations, the Effective Date shall not be earlier than thirty (30) days after the notification date, unless the relevant changes are beyond reasonable control of the Bank. If the Customer continues to log onto the Personal Electronic Banking and use the Service on the Effective Date or thereafter, such amendments or supplements will be binding on the Customer.

## **29. Anti-Money Laundering**

- 29.1 The Bank is required to act in accordance with the laws and regulations operating in the PRC and various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other service to any persons or entities which may be subject to sanctions (“**Regulations**”). The Bank may take any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with the Regulations.
- 29.2 To the extent permitted by applicable laws, the Bank shall not be liable for loss (whether indirect or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of the following items, unless the loss is caused by wilful misconduct or gross negligence of the Bank:**

- (a) any delay or failure of the Bank in performing any of its duties under these Terms and Conditions or other obligations caused in whole or in part by any steps which the Bank, in its sole and absolute discretion, consider appropriate to take in accordance with the Regulations; or
- (b) the exercise of the Bank's rights under these Terms and Conditions.

**30. Governing Law and Jurisdiction**

These Terms and Conditions shall be construed and governed by the laws of the PRC and subject to the jurisdiction of the courts of where the Bank is located. If the way to resolve the disputes thereunder conflicts with the way set out in the terms and conditions of relevant products or business (including *the Terms and Conditions for Accounts and Related Services for Individuals*, debit card terms and conditions, loan documents, Investment Product Documents), the priority rules on documents as set out in Clause 14 hereof shall apply.

**31. Force Majeure**

**In the event that the Bank is unable to observe or perform these Terms and Conditions, whether in whole or in part, by reason of objective events which are unpredictable, inevitable and insurmountable, including fire, flood, earthquake acts of God, acts of terrorism, war (declared or undeclared), epidemics, orders or requirements of the PRC government, the performance of the Bank's obligations as they are affected by such events shall be exempted for the duration of the abovementioned events. the Bank shall not be liable for any delay, loss, damage or inconvenience whatsoever and howsoever caused by or arising from or in connection with any of the abovementioned events. If the Bank is unable to provide the Service or perform other obligations due to force majeure, the Bank should promptly inform the Customer to the reasonable extent, and take reasonable actions to reduce the loss that the Customer might suffer.**

**32. Language**

If there is any difference between the English and Chinese language versions of these Terms and Conditions, the Chinese language version shall prevail.