

DBS BANK (CHINA) LIMITED
TERMS AND CONDITIONS OF MOBILE BANKING SERVICES FOR INDIVIDUAL
CUSTOMERS

IMPORTANT NOTES: Before using Mobile Banking services for individual customers provided by DBS Bank (China) Limited, please read the following Terms and Conditions carefully, particularly the **BOLDED** Terms and Conditions. If you have any query or disagreement on the Terms and Conditions, please promptly seek explanation from the Bank. You may contact the Bank by visiting any branches/sub-branches or by calling DBS Customer Service Hotline (400-820-8988). You can also visit DBS China Website (www.dbs.com.cn) or the Official WeChat Account “星展丰盛理财” (WeChat Account: DBS Treasures) to enquire the nearby branches/sub-branches.

Registering or logging in DBS CN digibank App or using or attempting to use Mobile Banking services provided by DBS Bank (China) Limited, means that you have applied for the Bank's Mobile Banking Service by yourself and that you have clearly understood and agreed to be bound by following Terms and Conditions.

1. Definition and Interpretation

1.2 Definitions

Unless otherwise defined in these Terms and Conditions, the following words and expressions shall have the following meanings:

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

“**Mobile Banking**” means services and facility through any application established, operated and/or maintained by or on behalf of the Bank and installed at Customer's mobile phone or any other handheld electronic device or equipment through which the Bank's service and facility are provided, to enable the Bank's individual customers to give instruction to and communicate with the Bank for the purposes of conducting banking, investment, financial and other transactions and dealings of various nature and obtaining services, products, information, benefits and privileges from the Bank and/or members of the DBS Group.

“**Electronic Banking**” means all kinds of digital channels including the Mobile Banking, internet-based website, social platforms and etc which are established, operated and/or maintained by or on behalf of the Bank, to enable the Bank's individual customers to access to various banking services of the Bank.

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

“Customer’s Terminal Facility” means mobile phone, tablet and/or other electronic device or equipment which can install the Mobile Banking application together with all Software and other hardware which are necessary for Customers to access to the Mobile Banking services.

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

“User ID” means user name and/or any symbol which is issued/assigned by the Bank or set up by the Customer following the guidance provided by the Bank, to access to the Mobile Banking and the service, enabling the Bank to verify and authenticate the identity of such Customer for its access to the Mobile Banking and the Service.

“Password” means validation information which shall be set up by the Customer following the guidance provided by the Bank, enabling the Bank to verify and authenticate the identity of such Customer for its access to the Mobile Banking and the Service, including login password and transaction PIN.

“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 Mobile Banking and the Service or to complete relevant transactions, including the PIN Code sent to the Customer’s Verified MP via SMS and the PIN Code sent to the Customer’s Special Email Address via email. **“Special Email Address”** means the special email address which the Customer preregistered with the Bank or confirmed through Mobile Banking registration process to receive the PIN Code for identity verification and transaction authentication, eNotice, eStatement/eAdvice or other Services.

“Verified MP” means a mobile phone preregistered with the Bank or confirmed through Mobile Banking registration process for the Customer to receive PIN Code, eNotice and other Services. **“Account”** means all types of account offered by the Bank, including but not limited to deposit account, mortgage account and/or any other account.

“Instructions” means any operations made as per Clause 6 (*Instructions*) after logging onto the Mobile Banking with the valid Access Codes according to the procedures prescribed by the Bank.

“eNotice” means notifications and/or alerts sent, provided, pushed by the Bank in electronic form under the Mobile Banking service. Available channels to get the eNotice include but are not limited to Special Email Address, Verified MP, Push notice via the Mobile Banking application and inbox message of the Mobile Banking.

“eStatement/eAdvice” means any statement, report, message, record, confirmation, receipt, acknowledgement or communication in electronic form which is in respect of or in relation to one or more Account(s) or the products and services offered by the Bank, including but not limited to eStatement (electronic monthly combined statement and electronic monthly account

statement), eAdvice on products and transactions, electronic confirmation of transactions or deals.

“**Banking Day**” means a day on which the Bank and the financial institution designated by the Bank in connection with certain service or transaction, is open for business (excluding Saturday, Sunday or other public holidays of the PRC or other relevant countries or regions where such relevant financial institution(s) is (are) located).

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

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

“**Software**” means all softwares on Customer’s Terminal Facility used to provide the Service or any other related services to the Customer.

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

“**Terms and Conditions**” means these terms and conditions, including amendments and revisions to these terms and conditions made by the Bank and/or supplementary terms and conditions issued by the Bank from time to time.

“**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 is:

- (a) an individual person aged 18 or above with full capacity of civil conduct to enter into these Terms and Conditions;
- (b) both the owner and actual user of the Customer's Terminal Facility; and
- (c) ordinarily resident in (and the Customer's Terminal Facility is set to be 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 Mobile Banking service if all the conditions set out below have been satisfied:

- (a) The Customer accepts these Terms and Conditions;
- (b) The Customer should through Customer's Terminal Facility apply for related service by himself/herself, and shall successfully pass all required online identity verification and satisfy other requirements raised by the Bank from time to time.

2.3 The Customer confirms that, registering or login or using DBS CN digibank App means customers agree and accept that all the services or products (including but not limited to deposit products and services, loan products and services, investment products and services) provided by the bank to the customer through Mobile Banking based on customer suitability (refer to specific terms of different services or products, subject to records of the Bank). In particular, the Customer acknowledges and agrees that, subject to the requirements of applicable laws and regulations, the Bank may offer Investment Products, Structured Deposits, Insurance or Funds with risk rating of P4 or above (the "High Risk Products") to the Customer. s via the Personal

Electronic Banking and the Service. The Customer should carefully read all terms of Product Documents, fully understand the structure, features and relevant risks, 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 Mobile Banking and go to operating network of the Bank for inquiry.

3. Limitations to Provision of Service

- 3.1 The Customer agrees to acquire the contents, operation time, use methods and other relevant information of the Mobile Banking Service from Customer's Terminal Facility as well as the Software.
- 3.2 The Customer agrees and acknowledges that the internet and mobile telecom network are new and rapidly advancing technology. Accordingly, while the Bank is committed to developing its Mobile Banking, relevant functions and the Services, however,
- (a) the Service may not be able to meet all the Customer's requirements or expectations;
 - (b) the contents and functionality of the Service may change from time to time;
 - (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 adjust) limitations on the transaction size, fund transfer destinations and other aspects of the Service and/or may set (and from time to time adjust) requirements on users.
- 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 delay in receipt of Instructions;**
 - (b) **failure or delay in execution of execute Instructions, or occurrence of error in the execution;**
 - (c) **failure to execute Instruction at the price when the Customer makes the Instruction, with only possibility to execute at other price;**

- (d) impossibility to execute the Instruction at specific price, “best price” or “market price”; 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, unless there is a special agreement between the Bank and the Customer.

- 3.4 The Bank shall assume no liability for incomplete service, failure, malfunctioning, interruption, error, delay or information leakage in the course of the Service (including the transmission of any Instruction or notification, receipt/execution of any Instruction) due to overload use of the Mobile Banking and the Service, 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, Mobile Banking on Customer’s Terminal Facility or otherwise is for reference only and is not binding on the Bank. If the Customer accepts any exchange rate, interest rate, price, Fee or information offered by the Bank specifically for relevant transaction, the Customer shall be bound by such exchange rate, interest rate, price, Fee 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 or any other third party supporting Mobile Banking service, 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. Customer Identity Verification and Authentication

- 4.1 Depending on different services, the Bank may adopt different Customer identity verification and authentication methods for Mobile Banking Customers, including but not limited to identifying and verifying Customer’s personal information (including name, identity document number, email address, mobile phone number, mail address, residential address, fixed telephone number), Account number and other Account information, debit card number and card validation information, digital certificate, User ID, Password and PIN Code provided by the Bank, Customer’s biometric features (including but not limited to fingerprints, sounds, facial features), and etc.. The Bank may from time to time decide to add, delete, or change identity verification and authentication methods.
- 4.2 The Customer agrees and confirms that once the identity verification process by adopting any of the aforementioned methods has been completed, the Bank may reasonably assume,

without the need to further obtain any additional written or other types of confirmation from the Customer, that any operation or any instructions given shall be reasonably deemed as made or given by the Customer himself/herself which represents his/her own intention, even if such operation or instruction may not actually be made or given by the Customer himself/herself.

- 4.3 If accessing to certain Service requires the use of valid Access Codes, such Access Codes shall comply with requirements set by the Bank from time to time. The Customer may change the Access Codes; however, such change will not take effect until and unless accepted by the Bank. In case the Access Codes are forgotten, the Customer shall forthwith notify the Bank and change the Access Codes in a manner accepted by the Bank.
- 4.4 **Customer identity verification and authentication methods stipulated in clause 4.1 and Customer's Terminal Facility shall together constitute "Identity Verification Information", the Customer shall act in good faith, exercise reasonable care and diligence in keeping in secrecy and safety the Identity Verification Information and shall ensure the Identity Verification Information are used in a secured environment. At no time and under no circumstances shall the Customer disclose the Identity Verification Information to any other person or permit the Identity Verification Information to come into the possession, use or control of any other person. In case of any unauthorized disclosure or use of such Identity Verification Information which causes any loss, liability, consequence, the Bank shall not be held liable for whatever reason (unless such unauthorized disclosure or use is solely caused by willful misconduct or gross negligence of the Bank).**
- 4.5 The Customer should be alert and never respond to a request purportedly from the Bank and/or its staffs via telephone, SMS, mail, or email to provide the Access Code, PIN Code and etc. as the Bank and/or its staffs will never make such a request. The Customer shall be responsible for the security of the Customer's Terminal Facility and must take all reasonable precautions to prevent anyone else from accessing the Identity Verification Information and any other confidential information.
- 4.6 The Customer recognizes that the Customer's mobile service provider may not allow the Customer to receive the PIN Codes via SMS or internet, use the eNotice or use 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, using the eNotice or using the Mobile Banking service. The Bank will not take any such charges levied by the service provider or any other party.
- 4.7 **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 shall 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.**

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 and use appropriate network (including mobile network) connection (determined by the Bank from time to time) so as to access to the Service;
- (b) **At no time and under no circumstances shall the Customer disclose the Identity Verification Information to any other person or permit the Identity Verification Information to come into the possession, use or control of any other person, to gain access to the Mobile Banking service.**
- (c) the Customer will not use or attempt to use the Service for any purpose other than that for which it was intended;
- (d) the Customer will not, and will not attempt to, reverse deconstruction, decode, 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;
- (e) all data, information and real-time quotes on the Website and/or the Customer's Terminal Facility shall be for the Customer's personal use and reference only, and shall not be reproduced, duplicated, sub-listed, 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;
- (f) in the event that the Customer receives or retrieves any data or information from the Mobile 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 ensure the deletion and destruction of such information; and
- (g) if there is any change to any Identity Verification Information (including but not limited to Verified MP and Special Email Address) provided to the Bank by the Customer for using the Mobile Banking Service, or the said Verified MP and/or the Special Email Address cannot receive PIN Code, eNotice or other 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, Customer's identity verification and authentication has been finished, but the Bank is not obliged to carry out any further authentication or other steps;
 - (b) the Bank shall be entitled (but not obliged) to execute any Instruction in such terms as received. The Bank's record of any Instruction shall be final and binding evidence unless there is a manifest error;
 - (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 shall not be liable 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) Instructions given in the name of Customer after completion of the identity verification and authentication through any of the methods specified in clause 4.1 or a combination thereof shall be binding upon Customer; 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 Notwithstanding the provisions of clause 4.2, the Bank has the right (but not the obligation) to ask the Customer to confirm certain instructions that the Bank deems suspicious or special for reasonable purposes such as protecting the safety of the Customer's funds. The Customer undertakes to respond as soon as possible upon request by the Bank. Otherwise, the Bank has the right to refuse to execute the corresponding instructions without any liability.
- 6.3 **Once given, an Instruction may not be amended, cancelled or withdrawn by the Customer unilaterally, unless otherwise agreed by the Bank and Customer. 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 representing the Customer.**
- 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 (if any), 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 or has reasonable ground to suspect 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 on behalf of 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 shall not be liable 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 real intention and may achieve the Customer's intended purpose.
- 6.8 The operation time slot for each Function under the Service may be different, please refer to notice published by the Bank on the Website and/or Software such as the Mobile Banking application. Any Instruction given to the Bank at any time after the Bank's business hours, may at the Bank's sole discretion be executed on the immediately following Banking Day.

7. eNotice

The Bank may provide eNotice in connection with transactions concluded by Customer in the course of using the Service. Customer admits, acknowledges and agrees to be bound by the clauses as follows:

- (a) all information Customer receives through the eNotice 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 accessing to or using the eNotice, the Customer shall be deemed to have authorized the Bank to provide information relating to the Customer and Accounts to internet service provider, telecom operators, mobile network service providers or any other third parties for the purpose of providing eNotice 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 parties providing technical support for the eNotice, the cause of telecom operators, internet service providers, mobile network service providers or any other third parties, 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 eNotice inaccessible or delayed, or untimely, inaccurate, incomplete information sent to the Customer using the eNotice, unless the loss is caused by wilful misconduct or gross negligence of the Bank; and

- (d) the Customer shall warrant that all information registered in the Bank is accurate and up-to-date and Customer's Terminal Facility shall function well to receive eNotice in time. 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 eNotice due to his/her own reason.**

8. eStatement/eAdvice

- 8.1** The Bank may send monthly statement or advice via electronic way to the Customer as a replacement of postal delivery of monthly statements or advice so that the Customer may review, print and save such statements or advice via the Mobile Banking and the Service. **Once the Customer has registered for the Mobile Banking, the Bank will make eStatement/eAdvice available to the Customer for review and downloading via Mobile Banking, the corresponding statement/advice (i.e., in their paper form) will no longer be sent to the Customer's mailing address or otherwise provided to the Bank unless otherwise agreed by the Bank expressly.**
- 8.2** The Bank may send eNotice to inform the Customer to review eStatement/eAdvice in time. An eStatement/eAdvice provided by the Bank shall be deemed to be delivered to the Customer at the time when such eStatement/eAdvice is, according to the Banks's record, available for Customer to view through the Mobile Banking. The Bank shall assume no liability if the Customer is not able to receive such Notice or receive eNotice on time due to his/her own reason.
- 8.3** The Customer agrees that the eStatement/eAdvice shall, as between the Customer and the Bank, be conclusive evidence as to the balance or transaction shown therein and the eStatement/eAdvice shall be binding upon the Customer. The Customer should access to/log into the Mobile Banking timely so as to review the eStatement/eAdvice and eNotice. If the Customer has any disagreement about the eStatement/eAdvice, 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 eStatement/eAdvice (or other deadline specified in the eStatement/eAdvice), the Customer shall be deemed to agree with the authenticity and accuracy of all data in the eStatement/eAdvice.
- 8.4** The full text of Clause 7 (*eNotice*) above shall apply to the eStatement/eAdvice which is deemed as a notice service in respect of the Client's financial information.

- 8.5 The Customer is advised to print a hard copy of the eStatement/eAdvice for other purpose if paper form of eStatement/eAdvice is required.

9. 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 and wealth management product documents) also 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 these Terms and Conditions and debit card terms and conditions/loan documents/investment and wealth management product documents/other documents in respect of specific product or business, debit card terms and conditions/loan documents/investment and wealth management product documents/other documents in respect of specific product or business shall prevail.

10. Customer's Undertakings and Indemnity

- 10.1 The Customer undertakes to apply for and use the Service in accordance with the procedures stipulated by the Bank.**
- 10.2 By registering, logging in or attempting to log in or using the Service provided by the Bank, the Customer agrees to be bound by all these Terms and Conditions.**
- 10.3 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.**
- 10.4 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. The Bank's online response through the Mobile Banking is for reference only and is not binding on the Bank.**
- 10.5 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 telecommunication, 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 registering, logging into and/or using the Mobile Banking and the Service.

10.6 The Customer agrees to use the agreed mobile network or SMS service network for receiving PIN Codes, eNotice, 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.

10.7 The Mobile Banking may automatically offer relevant Software to the Customer so that the Customer 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.

10.8 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 Mobile 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 login 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 is under effective protection against virus.

11. The Bank's Undertakings and Exclusions of Liabilities

11.1 The Bank undertakes to take reasonable measures to ensure the security of the Mobile Banking and is committed to comply with the statutory or regulatory requirements applicable to PRC commercial banks.

11.2 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, interrupted, 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 16 (*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 Identity Verification Information 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 Mobile Banking, including any adverse outcome, damage, loss, disruption, violation, irregularity or failure arising from the use of or reliance on hardware and software of 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 the Mobile Banking; and
- (h) where the Customer or any third party misuses the Service by using Identity Verification Information.

12. Erroneous Transaction

If in Customer's opinion any error has occurred when the Bank processes any Instruction, the Customer 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.

13. Fees

- 13.1 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.
- 13.2 Upon receipt of Customer's Instructions through the Service, the Bank is entitled to deduct the Fees from Customer's Account(s) on or before acting on the Instructions.
- 13.3 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.
- 13.4 The Bank is entitled to add, change or adjust the Fees by notifications posted on the Website or by other means the Bank deems appropriate.

- 13.5 The Customer shall pay the Fees incurred from the Service which are charged by internet service providers, telecom operators, mobile network service providers or third party software providers, including network charge, phone traffic charge or the cost for using software (if applicable), etc.
- 13.6 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.

14. Communications with the Bank

- 14.1 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.
- 14.2 In addition to the communication means set out in Clause 14.1, the Customer can communicate with any operating network of the Bank in person.
- 14.3 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 outside PRC.
- 14.4 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 Special 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. Communications delivered by the Customer to the Bank shall be deemed to have been delivered to the Bank on the date actually received by the Bank.

15. Records

- 15.1 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 or electronic information exchange between the Customer and the Bank;
 - (b) make records of any Instruction in relation to the Service; and
 - (c) record any phone communications between the Customer and staffs of the Bank for the assessment and improvement of the Service.
- 15.2 The Customer confirms that all records produced in aforementioned ways can be deemed as valid proof with full effect in the PRC court.

- 15.3 The Bank may provide Account enquiry service through the Mobile Banking from time to time, so that the Customer can access to and view his/her Account(s) historical transaction records online. Period of transaction records which can be traced back in the Mobile Banking is subject to the Bank's record retention period and inquiry scope of transaction record provided in the Mobile Banking.

16. Customer's Responsibility for Security

- 16.1 The Customer should change the Password periodically and/or upon request by the Mobile Banking.
- 16.2 When the Customer changes the Password, the Customer shall consider the risk of being reverse deconstruction, 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.
- 16.3 The Customer must at all times keep the Password secret and must not disclose it to any other person (including any 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.
- 16.4 If the Customer's Password or other Identity Verification Information has been disclosed to any other person or there is any actual or suspected misuse or theft of the Customer's Password and/or other Identity Verification Information 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 approach acceptable to the Bank to suspend or terminate partial or all functions of the Mobile Banking. After receiving such notification from the Customer, the Bank will suspend the Service until the Customer notify the Bank to recover the Service in the way acceptable to the Bank. 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.**
- 16.5 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 in other approaches accepted by the Bank.
- 16.6 The Customer must prevent unauthorized access to the Customer's Terminal Facility when the Customer is using such terminal facility to access to the Mobile Banking and the Service.
- 16.7 The Customer is not allowed to access to the Mobile Banking and the Service when the Customer's Terminal Facility is linked to LAN which may result in the disclosure, duplication and imitation of Access Codes to/by any other person.

- 16.8 The Customer must comply with security requirements of the Bank to ensure the security of the Service.
- 16.9 The Customer should ensure that access to Service is through the genuine Mobile Banking of the Bank;
- 16.10 The Customer shall not use an Account aggregation service (a service provided by another company that allows Customer to view details of his/her accounts with all banks on a single website) or similar service.
- 16.11 The Customer realizes and accepts that any person who possesses or knows the Customer's Identity Verification Information will be able to operate Customer's Accounts and (except due to any causes listed in Clause 17.1) the Bank will not be liable for any losses in relation thereto.

17. Internet security - The Bank's Assurance to Customers

- 17.1 Provided that the Customer complies with clause 16 (Customer's Responsibility for Security) and other relevant provisions of these Terms and Conditions, and provided the Customer has not been fraudulent or grossly negligent, 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.

- 17.2 Should the Customer be in breach of Clauses 5, 10, 16 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.

18. Joint Account

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) each of the joint Account holders shall be bound by these Terms and Conditions and each and all of them shall take joint and several liability for all transactions (if any) done through Mobile Banking services; and

- (b) either/any of such joint Account holders shall have full power and authority to exercise all the rights and entitlements of the Customer hereunder.

19. Copyright Ownership and Disclaimer

19.1 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:

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

19.2 **Disclaimer:** the Mobile Banking is designed for the use by Customers located in Mainland China, therefore, the Bank cannot guarantee that the products and information offered or provided by the Mobile Banking comply with the relevant laws and regulations of other countries or regions, nor does it guarantee its applicability in other countries or regions. If Customer is outside of Mainland China, the Bank may not be authorized to provide you with the Mobile Banking services in accordance with the relevant laws and regulations of the country or region where the Customer is located or resident in. The materials provided on the Mobile Banking application is not intended for distribution, download or use by any person in any jurisdiction or country where the distribution, download or use of such material is restricted or would not be permitted by law or regulation. If the Customer utilizes the Service out of the PRC, the Customer shall comply with all the applicable laws in such jurisdiction.

20. Suspension, Variation and Termination of Service

20.1 **The Bank is entitled to revise and adjust the scope, features and types of Mobile Banking services at its sole discretion at any time,** to the extent permitted by the relevant laws and regulations, **including but not limited to:**

- (a) expanding, modifying or reducing the scope of the Services;
- (b) imposing or varying any restrictions on the use of the Services such as restrictions on the types, amount, frequency of any transaction or dealing, or minimum and maximum daily/annual/single transaction limits;
- (c) prescribing and changing the service hours, daily cut-off time and Banking Day of any Service. Any instructions of the Customer received by the Bank after any applicable daily cut-off time or not on Banking Day, may be processed on the next Banking Day.

20.2 Service hours of different businesses provided by the Mobile Banking service may vary. For details, please refer to the latest notice or update published by the Bank on the Website or the Mobile Banking.

- 20.3 If certain eligibility requirement of any Service is not satisfied by the Customer, the Bank is entitled to reduce or re-setting the requirement to a lower level or impose any other restrictions on the Customer's use of the Services, or suspending or terminating the Customer's use of the Services in part or in whole.
- 20.4 The Bank can request the Customer to designate or register a specific Account for certain Services.
- 20.5 The Customer may terminate the Service by visiting any operating network of the Bank in person.
- 20.6 The Bank is entitled to rely or act on any Instruction transmitted before the termination of the Service as it remains valid.
- 20.7 Any Fees paid to the Bank before the termination of the Service are not refundable.

21. Waiver and Severability

- 21.1 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.
- 21.2 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.

22. 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, pop-up notices on relevant interface of Mobile Banking 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 Mobile Banking and use the Service on the Effective Date or thereafter, such amendments or supplements will be binding on the Customer.

23. Anti-Money Laundering

23.1 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 (“**Anti-Money Laundering Regulations**”). The Bank may take any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with the Anti-Money Laundering Regulations.

23.2 **To the extent permitted by applicable laws, the Bank shall not be liable for loss or damage (whether indirect or consequential and including, without limitation, loss of profit or interest) suffered by any party arising out of the following items, unless the loss is caused by willful 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 Anti-Money Laundering Regulations; or**

(b) **the exercise of the Bank’s rights under these Terms and Conditions.**

24. Governing Law and Jurisdiction

These Terms and Conditions shall be construed and governed by the laws of the PRC. Each of the Bank and the Customer agrees to submit any disputes under or related to these Terms and Conditions to the non-exclusive jurisdiction of the courts of the PRC where the Bank is located.

25. 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.

26. Language

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

27. Effectiveness

These Terms and Conditions are published on the Bank's public Website (www.dbs.com.cn) in Sep 2022. It takes effect on 25, Sep 2022 and applies to all Customers who use the Service as of that date.