

Terms and Conditions (BusinessClass)

Version date: 14 April 2016

PLEASE READ THE TERMS AS HEREAFTER SET FORTH (“AGREEMENT”) CAREFULLY BEFORE INSTALLING OR USING THE DBS BusinessClass APP (“APP”). BY INSTALLING OR USING THIS APP ON YOUR DEVICE (“DEVICE”) AND REGISTERING AS A USER OF THE APP, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

This Agreement is made between DBS Bank Ltd (“DBS”, “us” or “we” as the case may be) and you with respect to your use of the App and any functionalities, services or features offered via or in connection with the App, and references in this Agreement to the use of the App extend to the use of such functionalities, services or features as well. You are not eligible to use this App without our consent if you are under 18 years of age.

We may from time to time update the terms of this Agreement by posting amendments at the following URL: <https://www.dbs.com.sg/sme/businessclass/terms-and-conditions.page>, or whenever we post an update to this App. By your continuing to use this App after any such amendment, you agree to be bound by the Agreement as so amended.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR ARE INELIGIBLE TO USE THIS APP, PLEASE UNINSTALL AND DO NOT USE THIS APP.

1. Your Use of the App

1.1 Subject always to your continuing compliance with the terms of this Agreement, we agree to grant you a non-transferable, non-exclusive licence to use the App insofar as owned by or licensed through us on the Device and only for your own purposes or internal business purposes, on and subject to the terms of this Agreement. All other rights not expressly granted to you are reserved.


1.2 Some software components used in our App may be offered under an open source or other license as we may notify you of, in which case your use of those components is governed by such terms to the extent only of any inconsistency between this Agreement and those terms.

1.3 Without prejudice to the generality of the foregoing, you may not (and may not, knowingly or otherwise, authorise, allow or assist any third party to):

- a. modify or adapt the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other app, programs or other platforms created by you;
- b. disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code of the App or any components thereof;
- c. communicate, republish, upload, post, transmit, edit, re-use, rent, lease, loan, sell, assign, transfer, distribute, make available, license, sublicense or create derivative works or adaptations based on the whole or any part of the App;
- d. use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or in contravention of any applicable laws, including in infringement of our intellectual property rights or those of any third party in relation to the App;
- e. use the App in a way that could damage, disable, impair or compromise the App (or the systems or security of the App or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of DBS; nor
- f. use any automated process or service to access and/or use the App.

Nothing herein prohibits your exercise of any express statutory rights you may have under applicable law in relation to the App.

1.4 You further agree and acknowledge that:

- a. it shall be your sole responsibility to, at your own cost:
 - i. obtain all necessary hardware, software and communications services necessary for your use of the App;
 - ii. install antivirus or other mobile security software to protect against any security or other vulnerabilities which may arise in connection with the use of the App; and
 - iii. make back-ups of data or other content posted via the App, as these may be subsequently deleted by us or our service providers at any time without notice to you;
- b. the licences granted herein do not confer on you any rights to use “DBS”, “DBS BusinessClass”, “DBS SME Banking”, DBS logo,  and any other logos, service marks, slogans, product names and designations and other proprietary indicia used as part of the App (collectively “**Trade Marks**”), all of which are and remain the property of DBS.
- c. we shall have the right to:
 - i. automatically update the App and its components on your Device, add or remove functionalities, features or services (collectively, “App Functions”), vary or impose user account rights, resource limits or fees or suspend or terminate App Functions and/or user rights;
 - ii. deny or restrict access to this App or any App Functions whether to any user or generally, or to block access from or to any resources, at any time, without ascribing any reasons whatsoever; and in any such event, you agree that no claims shall lie against us or our agents or our service providers in connection therewith.

1.5 You acknowledge and agree that this App may use transmissions over the Internet which are never completely private or secure. You understand that any personal data, message or information which you send in the course of the use of the App may be made public on the App, and also read or intercepted by others. Use of the App is entirely at your own risk.

1.6 This App may use cookies or store other data files on your Device. You consent to the use of such cookies and data files. More information on our use of cookies in the App may be found at paragraph 2.5 below.

1.7 The App may also use digital certificates. You are solely responsible for deciding whether or not to rely on such certificates and your reliance on any digital certificates is at your sole risk.

1.8 You further acknowledge that the App is not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by the App or the App Functions could lead to death, personal injury, or otherwise result in significant financial loss or business interruption.

2. Privacy Policy

2.1 It is a continuing condition of your use of the App that you agree to the terms of our BusinessClass App privacy policy as amended from time to time, available at www.dbs.com.sg/sme/businessclass/privacy-policy.page ("BusinessClass Privacy Policy"), the terms of which are also incorporated into this Agreement by reference and apply your use of the App.

2.2 If in connection with your use of the App, you provide the personal data of any third parties, you warrant and represent that the said third parties have also consented to the terms of the BusinessClass Privacy Policy and the matters set out in Clause 2.2, and to the collection, use and disclosure of their personal data in accordance with the aforesaid.

2.3 You warrant and represent to us that all personal data which is submitted to us by you through your use of the App is complete, accurate, true and correct.

2.4 The App may provide links to external sites whose data protection and privacy practices may differ from those set forth here. We are not responsible for the content and privacy practices of these other websites and you agree to review and abide by the data protection and privacy notices of those sites.

2.5 This App uses cookies. A cookie is a small text file which is placed on your Device whenever you run or use the App. These cookies collect information about your use of the App and how you use the App Functions. We use cookies and other technologies to facilitate your use of the App and to improve your experience of the App. You may change the settings on your Device to block the use of cookies. However, if you do choose to block the cookies used in this App, you may not be able to use certain features and functions of the App.

3. Content and Postings

3.1 As a part of the services provided through this App, you may participate in, set up and contribute to discussions, interact with or communicate with the other users of the App and post comments, opinions, and other content or communications, or other material (collectively, "Submitted Content").

3.2 You represent and warrant and shall ensure that all of your Submitted Content will at all times:

- a. not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable;
- b. not consist of or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of "spam"; and
- c. not contain content or statements contrary to public interest, public morality, public order, public security, national harmony, or otherwise be prohibited by applicable Singapore laws or regulations.

3.3 By submitting, uploading, posting or contributing Submitted Content through the App, you irrevocably agree as follows:

- a. that the Submitted Content may be publicly disclosed and published (whether via the App or any other platform or channel). You agree not to disclose any comments, opinions, ideas, suggestions, and other content, communications or information that you wish to maintain the confidentiality of. At no time shall we or any other users of the App be under any obligation of confidentiality in respect of your Submitted Content;
- b. you grant to DBS and other users of the App a non-exclusive, royalty-free, perpetual and worldwide right to use the Submitted Content, including without limitation the right to store, reproduce, distribute, modify, publish, display, communicate, transmit, broadcast such Submitted Content, and to sub-licence the same whether or not in connection with the App;
- c. you represent and warrant that:
 - i. all Submitted Content are your own original works and creations and /or in any case do not and will not infringe the intellectual property or other rights of any third party;
 - ii. none of the Submitted Content are proprietary or confidential;
 - iii. none of the Submitted Content will expose DBS to any claims or proceedings (civil or criminal) in any part of the world; and
 - iv. that the use of the Submitted Content by DBS and other users of the App and the hosting of such Submitted Content on the App by DBS will not require any further licences or rights from, or infringe any other intellectual property or other rights of any third party.

3.4 Submitted Content postings are not moderated by us. We are not responsible as author, editor or publisher of any Submitted Content or content provided by any parties, whether designated as "experts" or "content partners" or similar designations, or through any of the App Functions provided on the App. You further acknowledge and agree that all postings made by any DBS employees or representatives or any individuals purporting to be DBS employees or representatives may constitute their personal views and opinions which are not representative of DBS', and should not be taken as such. DBS does not in any way endorse or support the views or ideas expressed in any Submitted Content.

3.5 In addition, the App may display, publish or make available content that is not provided or published by us (including for example, content provided by third party content aggregation services or information providers) ("Third Party Content"). Such content is the sole responsibility of the person or entity that makes it available. We are not responsible for such Third Party Content, and we do not have control over the selection thereof, nor do we routinely monitor such content. DBS makes no representations or warranties as to the veracity or accuracy of such content, the reproduction and use of which may be governed by the third party content provider's terms of use.

3.6 You further acknowledge and agree that any use by you of any content submitted by any third party or which is made available through the App (including Third Party Content and Submitted Content) is entirely at your own risk. DBS does not verify and is not in a position to verify any party's rights to submit any content on the App, and DBS takes no responsibility and assumes no liability, whether direct or indirect or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits or any other commercial damages or losses, for any content posted by you or any third party, or for your use of the same.

3.7 We shall have the right (but not the obligation) to remove or disable access to any content which we deem to be potentially defamatory of any person, unlawful, objectionable in any way, in violation of any third party rights, or for any reason whatsoever. Any editing or removal of any such content from the App shall be without prejudice to our other rights and remedies available at law.

4. Events

4.1 As a user of the App, you may organize events ("Events") or participate in Events organised by other users of the App. DBS does not moderate or exercise any control over the organisation of these Events by any users of the App. Such Events may be separately governed by the organiser's terms and conditions and you should carefully read those terms and conditions before agreeing to participate in these Events.

4.2 You irrevocably acknowledge and agree that your organisation or participation in such Events is at your entire risk and expense. You agree that DBS has no responsibility or liability in relation to any such Events, the conduct thereof, or any loss or damage which may arise in connection with either your participation in or organisation of such Events, whether direct or indirect or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits or any other commercial damages or losses.

5. No Advice

5.1 You agree that all content, Third Party Content, postings or Submitted Content made available on the App are of a general nature and do not purport, and shall not in any way be understood as constituting an offer or provision of any inducement, invitation or recommendation relating to any products, services or investments nor constitute investment, financial, legal or tax advice or recommendation.

5.2 You should not rely on such information in making any particular investment or other decision which should only be made after consulting with fully qualified advisors and independent verification of any information available herein.

5.3 You acknowledge and agree that DBS:

- a. does not endorse or recommend any products or services via this App (whether by any parties designated as “experts” or “content partners” or similar designations or otherwise) and that any arrangement entered into between you and any other user of the App or any third party named or linked to from the App is at your sole risk and responsibility; and
- b. is not responsible for any of the Submitted Content posted by any of the users of the App or any Third Party Content or any decisions (investment, legal, tax or otherwise) made by you based on any information posted on the App. You further understand, acknowledge and agree that we make no warranties or representations in respect of, nor do we guarantee the accuracy, timeliness, completeness, integrity or quality of any Submitted Content or Third Party Content or any other content or material which may be accessed or made available via the App.

6. Third Party Sites and Links

6.1 We may provide links to third party sites (e.g. articles). We have no control over such third party sites, and you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, services or materials on or available through such sites or resources, including Third Party Content. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with use of or reliance on any content, goods or services on or available through any such site or resource.

6.2 You further acknowledge that your access to and/or use of third party sites is entirely at your own risk, and that third party sites usually have their own terms and conditions, including privacy policies, over which we have no control and which will govern your rights and obligations with respect to the use of those sites and resources.

6.3 We do not warrant that the third party sites will meet your requirements or that the same will not cause you any loss of any kind, and you agree that to the maximum extent permitted by law, DBS shall not be liable for any loss or damage of any kind incurred in connection with your use or reliance on any content, information or other materials on or available through such third parties.

7. Disclaimer of Warranties and Liability

7.1 To the maximum extent permitted by law, you irrevocably agree and acknowledge that:

- a. the App (together with any App Functions, Third Party Content and Submitted Content or other content or information provided via the App) are provided on an “as is” and “as available” basis, with all faults and without warranty of any kind. Your use of the App is at your own risk and you are responsible for compliance with all applicable laws;
- b. we do not warrant that the App Functions contained in or performed, provided or enabled by or through the App will meet your requirements, that the operation of the App will be uninterrupted or error-free, or that defects in the App will be corrected. Without prejudice to the foregoing, DBS does not warrant and hereby disclaims any representation, warranty or term with respect to the App, whether express, implied or statutory, including but not limited to:
 - i. merchantability, satisfactory quality, fitness for a particular purpose, title, accuracy, quiet enjoyment, and non-infringement of third party rights, or as to the accuracy, correctness, reliability, timeliness, non-infringement of or compliance with any laws, regulations and/or third party rights in connection with the App, App Functions, Submitted Content or Third Party Content;
 - ii. the App or any App Functions associated therewith being uninterrupted or error-free, or that defects will be corrected or that this App and any related computer system is and will be free of all viruses and/or other harmful elements;
 - iii. the App or any App Functions or Submitted Content or Third Party Content will at all times be available and/or accessible;
 - iv. non-interference with your enjoyment of the App;
 - v. the App being compatible or working with any third party software, applications or third party services.

7.2 You expressly acknowledge and agree that, to the maximum extent permitted by applicable law, use of the App and any App Functions performed by or accessed through the App is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you.

7.3 Further, nothing in this Agreement constitutes any representation or warranty by DBS as to your rights (if any) to use any content submitted by any third parties, including Third Party Content and Submitted Content, all of which representations and warranties are expressly disclaimed

8. Indemnity

8.1 You agree to fully indemnify and hold harmless DBS, our affiliates, officers, employees, agents and service providers (collectively, the “Indemnitees”) from and against any claim, demand, loss, damage, cost, or liability (including legal fees) which any of the Indemnitees may suffer or suffers in connection with or arising from (a) any information, content or Submitted Content which you submit, post, transmit, communicate, send, publish, upload or otherwise make available through the App; (b) your breach of this Agreement; (c) your access or use of the App and the App Functions; (d) any action taken by us either as part of our

investigation of any suspected breach of this Agreement or as a result of our finding or decision that a breach of this Agreement has occurred; (e) your breach of any rights of any other person.

8.2 This clause shall survive the termination or expiration of this Agreement (howsoever caused).

9. Limitation of Liability

9.1 To the maximum extent allowed under applicable law:

- a. a. DBS, our affiliates, members, officers, employees, agents, partners and service providers shall not be liable for any claim, damage or loss of any kind of any nature whatsoever caused and howsoever arising as a result (direct or indirect) of or otherwise in connection with your use of or reliance on the App, including but not limited to any claim, damage or loss suffered (whether incidental, special, indirect or consequential) as a result of or in connection or in reliance of any Submitted Content or Third Party Content or other content or any other information made available or accessed on or through the App or contained in or available from the App or your use or reliance on any products or services available on or accessed via the App and / or the App Functions or any infringement of any rights arising in connection therewith, including without limitation any loss of data, profits, goodwill, anticipated savings, reputation, business or business opportunity, regardless of the cause thereof and even if we have been advised of the possibility thereof; and
- b. b. in no event shall DBS, our affiliates, members, officers, employees, agents, partners and service providers be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, corruption or loss of data, failure to transmit or receive any data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the App or any third party software or applications in conjunction with the App, howsoever caused, regardless of the theory of liability (contract, tort or otherwise) and even if we have been advised of the possibility of such damages.

9.2 In no event shall DBS', our affiliates', officers', employees', agents', partners and service providers' total liability to you for any and all damages not excluded (other than as may be required by applicable law in cases involving personal injury) exceed in aggregate Ten Singapore Dollars (SGD 10).

10. Termination

10.1 We reserve the right to terminate or suspend your use of the App without prior notice to you, at any time and for any or no reason. Without limiting the foregoing, if you breach this Agreement, or conduct yourself in a manner that we deem to be detrimental to the integrity, security and operation of the App or any information systems connected or in operation with the same, we reserve the right to suspend or permanently terminate your access to the App for any reason in our sole and absolute discretion.

10.2 You agree and acknowledge that any suspension or termination of your access to the App may be effected without prior notice, and agree that App may immediately deactivate.

11. General

11.1 This Agreement constitutes the entire agreement between you and DBS relating to the App and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding on DBS unless in writing and signed by DBS' authorised representatives.

11.2 Any translation of this Agreement is only for informal guidance, and in the event of a dispute between the English and any non-English versions, the English version of this Agreement shall govern.

11.3 The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

11.4 No failure on the part of any party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

11.5 Except for the Indemnitees referred to in clause 8, a person who is not a party to the Agreement shall have no right to enforce or enjoy the benefit of any term of this Agreement under the Contracts (Rights of Third Parties) Act (Chapter 53B). Notwithstanding any term of this Agreement, the consent of any person who is not a party to the Agreement is not required to rescind or vary this Agreement at any time.

12. Governing Law

12.1 This Agreement shall be governed by and construed in accordance with laws of the Republic of Singapore. You hereby submit to the non-exclusive jurisdiction of the Singapore courts. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

13. Notice and Procedure for Making Claims of Copyright Infringement

13.1 If you believe that your copyright material has been copied in a way that constitutes copyright infringement, please provide written notice to us with full details as prescribed in Part IXA of the Singapore Copyright Act, Cap 63, to be submitted to our designated representative, as follows:

DBS SME Banking Institutional Banking Group
DBS Bank Ltd
12 Marina Boulevard, Level 43
DBS Asia Central @ MBFC Tower 3 Singapore 018982
Email: businessclass@db.com

13.2 We will only process notices in the English language that comply with the Singapore Copyright Act, other applicable laws and this Agreement. Any notices that do not comply with the above will be rejected.

13.3 Upon receipt of a compliant notice of infringement, DBS may take further steps in depending on the nature of the alleged infringement described in the notice, which may include the matters described in the Singapore Copyright Act as applicable to network service providers.