

DBS PRIVATE LABEL CARD
TERMS AND CONDITIONS

DBS Bank (Hong Kong) Limited



Effective date: 22nd November 2012

Hong Kong/CPF/CSV/0022 (11/12)

DBS PRIVATE LABEL CARD TERMS AND CONDITIONS

A. These terms and conditions (“Agreement”) are applicable to your private label card issued by DBS Bank (Hong Kong) Limited from time to time (the “Card”). The Card must be linked to a credit card issued by us (whether a principle card or a supplementary card) (“Linked Card”) and the relevant card account (“Linked Card Account”). This Agreement is supplemental to the terms and conditions applicable to the Linked Card and Linked Card Account. Please read them carefully before you activate, sign or use the Card. Upon activating, signing or using the Card, you shall be deemed to have accepted this Agreement and are bound by it.

B. Accordingly, immediately after you receive a Card, please review this Agreement and if you accept it, please:

- (i) complete the Card activation procedure; and**
- (ii) sign the back of the Card without delay.**

If you do not accept this Agreement, you must notify us immediately. You should cut the Card so that the magnetic stripe, hologram and chip (if any) are no longer intact and dispose of it carefully. No charge will be made. As an unsigned Card can very easily be misused, you must act without delay to accept the Card or cut and dispose of the Card.

C. Your attention is drawn to the following key provisions:

Key Provisions	Relevant Clause(s)
1. Card activation and acknowledgment and your responsibility to sign the Card without delay	A B
2. Your obligations for Card security	2.1
3. Card misuse:	
(a) Our Lost Card Total Protection Service	2.3
(b) Your liability if you act fraudulently or negligently	2.4
4. Your liability for losses before Card loss is reported	2.3 & 2.4
5. Payment	3
6. Your obligations upon termination	4.3
7. Your right to terminate the Card if you do not accept any amendment	6

D. We aim to ensure you can fully understand how your Card operate and will enjoy using our card services. If you have any questions, please contact our 24-hour Customer Services Hotline: 2290 8888.

Terms defined in the terms and conditions applicable to the Linked Card and Linked Card Account shall have the same meaning when used in this Agreement.

When you read this Agreement, references to “you”, “your” and “Cardholder” mean the person named on the Card; and references to “we”, “our”, “us” or “DBS Bank” mean DBS Bank (Hong Kong) Limited and its successors and assigns.

For the purpose of this Agreement, “terminal” means any dial terminal, electronic data capture terminal, smart card terminal or other point-of-sale terminal which enables you to give instructions in respect of your Card.

1. USE OF CARD

1.1 RECEIPT OF CARD

If your application for a Card is approved, we shall send you the Card to your address last notified to us unless you notify us in writing that you want to collect the Card from us in person.

1.2 CARD SERVICES

You may use your Card for making authorised purchases at the designated outlets of the merchant that is named on the Card (“**Merchant**”).

1.3 USE OF CARD

The Card must only be used by you as the person to whom the Card is issued. It is not transferable and you may not pledge the Card as security for any purpose. The Card must not be used in connection with illegal gambling transactions or for any other illegal or improper purposes (as determined by us at our sole discretion) and, if we believe such use has occurred, we may refuse to honour such Card transactions without notice.

1.4 RENEWAL

A renewal Card will normally be issued at least 30 days prior to the expiry date of a Card. You must promptly inform us if a renewal Card has not been received by the Card expiry date.

1.5 REPLACEMENT

We shall not be obliged to issue a replacement Card to you if your Card is lost, stolen or used in an unauthorised way.

2. LOSS/THEFT OF CARD

2.1 DUTY TO PREVENT LOSS/THEFT/FRAUD

Your Card remains our property at all times. You must keep your Card securely. You must take all reasonable steps to keep your Card safe and to help prevent fraud. In particular:

- (a) no one else should be permitted to use any Card;**
- (b) the Card should be kept safely; and**
- (c) the Card should only be used in accordance with such procedures, instructions and security features as may from time to time be notified to you.**

2.2 DUTY TO NOTIFY US

Should you discover that your Card is lost, stolen or used in an unauthorised way, you must notify us as soon as reasonably practicable upon discovery of the loss, theft or unauthorised use by calling our Customer Services Hotline at 2290 8888 or our Report Lost or Stolen Card Hotline at 2832 6603. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss, theft or unauthorised use and any other information that we may require.

2.3 LIABILITY FOR LOST/STOLEN CARDS AND UNAUTHORISED TRANSACTIONS

- (a) Provided that you have not acted fraudulently or with gross negligence and you have not failed to inform us in accordance with clause 2.2 above of the loss, theft or unauthorised use of your Card, you shall not be liable for any unauthorised transactions carried out before and/or after we have been notified of the loss, theft or unauthorised use, and we will waive your liability:**
 - (i) arising due to misuse of a Card, if that Card is not received by you;**
 - (ii) for any or all transactions not authorised by you after we have been given adequate notification that the Card has been lost, stolen or used in an unauthorised way (subject to clause 2.4 below);**
 - (iii) where a fault has occurred at any terminal, or in any other system of any bank, which cause you to suffer loss, unless the fault was obvious or advised by a message or notice on display;**
 - (iv) due to failure of our security features in respect of the Card; and/or**
 - (v) when transactions are made through the use of counterfeit cards or fraud (not involving you).**
- (b) Our liability for loss incurred by you in any of the circumstances mentioned above shall be limited to our above waiver of your liability to us for the total amount (whether principal, interest or otherwise) charged to the Card in such circumstances.**

- (c) **For the avoidance of doubt, if you fail to notify us of the loss, theft or unauthorised use of your Card within a reasonable period of time upon the loss, theft or unauthorised use of your Card, you shall be deemed to have acted with gross negligence by failing to take reasonable steps to keep the Card safe to prevent fraud.**

2.4 FRAUD OR NEGLIGENCE

If you have acted fraudulently or with gross negligence (including, but not limited to, you not acting in accordance with clauses 2.1 and 2.2, or you have failed to follow the safeguards that we recommend to you from time to time), then clause 2.3(a) shall not apply and you shall be liable and agree and undertake to:

- (a) **pay promptly on demand all debts, liabilities and/or other amounts from time to time incurred with the Card and owing under the Linked Card Account; and**
- (b) **hold us harmless and indemnify us on a full indemnity basis and on demand for any liability for loss, damage, reasonable costs and expenses which we may suffer or incur by reason of:**
- (i) **any transaction conducted with the Card;**
 - (ii) **any information supplied in relation to the application for or use or loss of the Card being false, incomplete or inaccurate; and/or**
 - (iii) **all consequences arising from your breach of this Agreement (including consequences of any Card coming into the possession of any unauthorised person).**

3. PAYMENT

The transactions conducted with the Card shall be posted to the Linked Card Account. We shall send the Principal Cardholder holding the Linked Card Account a statement every month listing such transactions. You shall be liable for all transactions effected or authorised through the use of the Card.

4. TERMINATION OF USE OF CARD

4.1 OUR RIGHT TO TERMINATE

We may (where the circumstances are considered reasonable) at any time suspend, withdraw, cancel or terminate your right to use the Card and/or any related services offered (such as any rewards programme or other service or promotional arrangements) and/or disapprove any proposed Card transaction with or without giving any reason or notice. Although prior notice of any such action may be given, we shall be under no obligation to give you any such prior notice. **We shall not be liable for any loss or damage of whatever nature suffered or incurred whether directly or indirectly by you as a result of any such action.** Upon our request, you shall immediately return the Card to us. Your Card shall cease to be valid upon, and must not be used following your death, bankruptcy or insolvency or when we cease to know your whereabouts, or if for any reason, the Linked Card and/or Linked Card Account cease to be valid (unless we otherwise expressly agree in writing).

4.2 YOUR RIGHT TO TERMINATE

You may terminate your Card at any time by giving us notice. You should then cut the relevant Card so that the magnetic stripe, hologram and chip (if any) are no longer intact and dispose of it carefully. The Principal Cardholder holding the Linked Card Account may also terminate the Card.

4.3 OBLIGATIONS UPON TERMINATION

Upon the termination of your Card for whatever reason, you shall not continue to use your Card, otherwise you will remain liable for all transactions made after the termination. Your obligations under this Agreement will continue after the termination in respect of all outstanding debit balances (including any amounts incurred but not yet

debited to the Linked Card Account) on the Linked Card Account. All such outstanding debit balances shall become payable immediately on demand. Until the outstanding debit balances are paid in full, a finance charge may be imposed in accordance with the Fee Schedule applicable to the Linked Card.

5. OPERATIONAL MATTERS

5.1 NON-ACCEPTANCE OF CARD

We are not liable in any way:

- (a) should your Card be rejected by the Merchant or any terminal used to process Card transactions or if we refuse for any reason to authorise any Card transaction;**
- (b) for any non-availability of any terminal used to process Card transactions, or any other machine or system of authorisation whether belonging to or operated by us or other persons whether due to malfunction, defect, power or other failure or for any other reason;**
- (c) for any delay or inability on our part to perform any of our obligations under this Agreement because of any electronic, mechanical, system, data processing or telecommunication defect or failure, Act of God, civil disturbance or any event outside our reasonable control or the control of any of our servants, agents or contractors or any fraud or forgery; or**
- (d) for any damage to or loss of or inability to retrieve any data or information that may be stored in your Card or any microchip or circuit or device in your Card.**

In no circumstances shall we be responsible for any indirect, consequential or other types of loss or damage arising directly or indirectly as a result of any use, misuse or malfunctioning of the Card or other devices or otherwise howsoever arising.

5.2 FAULTS WITH TERMINALS ETC.

Unless the fault is obvious or advised by a message or notice such that you should have been aware of the fault, we will be responsible for any amount incorrectly charged to the Linked Card Account (plus any interest thereon) as a direct result of any fault in any terminal or other system used to process Card transactions.

5.3 PROBLEMS WITH GOODS AND SERVICES

We are not liable in any way should you encounter any defect, deficiency or problem with any goods or services that you obtain from the Merchant through the use of your Card nor are we responsible for any benefits, discounts or promotion programmes of the Merchant that are available to you through your use of the Card. We make no representation as to the quality, provision or performance of any such goods or services. You should resolve any complaints about any such goods and services or any benefits, discounts or promotion programmes directly with the Merchant. In spite of any non-delivery or non-performance of, or defect in, any such goods or services, you shall pay us the full amount shown in the statement. No claim by you against the Merchant shall be the subject of set-off or counter-claim against us. We will credit the Linked Card Account with the amount of any refund or price adjustment only on receipt of a properly issued credit slip duly imprinted and signed by the Merchant making the refund or price adjustment (as the case may be).

6. AMENDMENT

We may from time to time by notice to you change any terms and conditions of this Agreement. Such changes will become effective and binding on you on the effective date specified by us and will apply to all outstanding balances incurred with the Card and posted on the Linked Card Account. At least 60 days' notice of changes to fees or other

charges payable and of changes that increase your liabilities or obligations will be given. Retention or use of the Card after the effective date of any change will constitute your acceptance of such change. If you do not accept any proposed change, the Card must be terminated in accordance with clause 4.2 prior to the effective date of the change.

7. DATA POLICY

7.1 DBS BANK GROUP DATA POLICY NOTICE

We follow the DBS Bank Group Data Policy Notice for Hong Kong Operations in force from time to time. A copy of such policy has been provided to you when you apply for the Card. You have accepted such policy and it shall form part of this Agreement. Further copies of such policy are available by calling the Customer Services Hotline, from the website (www.dbs.com/hk) or at our branches.

7.2 DIRECT MARKETING

Your data may from time to time be used for direct marketing and/or promotional purposes regarding products and special promotions from the DBS Group and the Merchant and, with your consent, their associates and carefully selected third parties. If you do not want such use to be made of such data or if you wish to revoke any consent given to us for such use, you should notify us in writing to Account Processing – Opt Out, DBS Bank, GPO Box 400, Hong Kong or such other address as we may notify you from time to time.

7.3 DATA TRANSFER TO MERCHANT

You agree that we may from time to time release your data to the Merchant for the provision of services in relation to the Card. The Merchant shall be solely responsible for using such personal data in accordance with its policies and practices and the applicable legal regulatory requirements.

8. COMMUNICATION AND SERVICE OF DOCUMENTS

8.1 COMMUNICATION

We may send any Card, notice, statement or other communication to you by ordinary pre-paid post or personal delivery to your last known address or by such other channel as we deem appropriate (including by facsimile, short message service (SMS), electronic mail or by posting a notice on our website). Communication and notices sent by ordinary pre-paid mail shall be considered to have been delivered on the next business day after the date of posting. Communication and notices sent by facsimile shall be considered to have been sent and received by you on the same day. Communication and notices sent by personal delivery, short message service (SMS) or electronic mail shall be considered to have been received by you immediately after such notices are sent.

8.2 NOTICES AND UPDATING OF CONTACT DETAILS

We may serve you with any notice, demand or other legal document by delivering it personally, by sending it by ordinary post or by leaving it at your last known address(es) (whether a residential or business address or otherwise). Our collection agents may also visit such address(es). You will be considered to have been properly served on the date of delivery if we deliver such process personally to you, or served on the next day after the date of posting if such process is posted to you. In addition to these methods of service, we may serve you by any other method permitted by law. It is your responsibility to ensure that your address and other contact details notified to us are correct and up to date at all times. You should notify us promptly in writing of any changes in personal details (including address, employment, permanent residence or telephone number) or of any difficulty in repaying any indebtedness or in meeting any payment due and payable under the Linked Card Account.

9. MISCELLANEOUS

9.1 INSTRUCTIONS FROM YOU

Requests or instructions from you should, unless permitted by us otherwise, be in writing and signed by you. We may choose to accept any instruction made through electronic mail, facsimile or telephone, including such instruction that we in good faith believe is given by you even if you have not actually given such instruction. **Any non signature-bearing instruction shall be given to us at your risk and we shall not be responsible for any loss or damage that you may suffer. You shall on demand indemnify us in respect of any losses, claims, actions, proceedings, demands, damages, costs and expenses (including all reasonable legal cost and expenses properly incurred) and any other liabilities howsoever arising in consequence of us in good faith acting upon or in reliance on the authenticity of any written, electronic mail, facsimile or telephone instruction given as aforesaid.**

9.2 RECORDING AND DOCUMENT RETENTION

- (a) To help ensure service quality, you accept that we may (but shall not be obliged to) record telephone instructions, other telephone calls and other oral instructions. All such recordings shall remain our property and shall be conclusive evidence of the instructions given and shall be binding on you. You hereby agree to such recording.
- (b) We may set retention periods for such recordings and any documents after which originals may be destroyed. Microfilm or other imaged copies may be taken and retained in place of the original documents and such imaged versions shall be regarded as of equivalent authenticity and effect as the originals.

9.3 DELAY OR FAILURE TO EXERCISE RIGHTS

Any delay or failure by us to exercise our rights and/or remedies under this Agreement does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

9.4 ADDITIONAL BENEFITS, SERVICES OR PROGRAMMES

We may provide, at our sole discretion, additional services, benefits or programmes in connection with your Card. Those additional services, benefits or programmes are subject to their own terms and conditions and we may withdraw or change them at any time.

9.5 ASSIGNMENT

We may assign all or any of our rights under or in connection with this Agreement to any third party (including upon any merger or amalgamation of us with any other entity). We may also transfer or delegate all or part of our duties and obligations hereunder to selected third parties. Such rights of assignment, transfer or delegation may be exercised without notice to or consent from you, but will be subject to all applicable legal and regulatory requirements.

9.6 NON-ASSIGNMENT BY CARDHOLDER, ETC.

This Agreement is personal to you and your rights and obligations under this Agreement may not be assigned. This Agreement shall be binding upon each of your successor(s), personal representative(s) and person(s) lawfully acting on your behalf.

9.7 EFFECT AFTER TERMINATION

Any termination of this Agreement by any party shall not affect any accrued rights or liabilities of any party existing or incurred prior to such termination.

9.8 GOVERNING LAW AND LANGUAGE

This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

If there is any inconsistency or conflict between the English and Chinese versions, the English version shall prevail.