

DBS UnionPay Diamond Debit Card Terms and Conditions

IMPORTANT! Before you use your DBS UnionPay Diamond Debit Card, please read these Terms and Conditions carefully.

By activating and using your DBS UnionPay Diamond Debit Card, you will be considered to have accepted these Terms and Conditions and will be bound by them.

DBS Bank (Hong Kong) Limited

星展銀行  DBS

Content

Terms and Conditions applicable to holders of the DBS UnionPay Diamond Debit Card.

DBS UnionPay Diamond Debit Card Terms and Conditions

— issued by DBS Bank (Hong Kong) Limited

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Note:

The latest version of these Terms and Conditions can be obtained from the Bank's website (www.dbs.com.hk).

DBS UnionPay Diamond Debit Card

Terms and Conditions

1. Definitions and Interpretation

1.1 Definitions

(a) Unless the context otherwise requires and except as varied or otherwise specified in these DBS UnionPay Diamond Debit Card Terms and Conditions (these “**Terms and Conditions**”), words and expressions used in these Terms and Conditions shall have the meanings as specified in the Bank Accounts and Services Terms and Conditions (as defined below).

(b) In these Terms and Conditions, unless the context otherwise requires:

“**Accounts**” means any Hong Kong Dollar Multi-Currency Savings Account opened and maintained by the Customer with the Bank from time to time and which is linked to the Customer’s DBS Diamond Debit Card and “**Account**” means any one of such Accounts;

“**Authentication Factors**” means any PIN, password, code, token, number, biometrics or other credential or authentication mechanism (including anything that may only be used once or for a limited period, or any authentication mechanism provided through the Mobile App) used by the Bank to identify and authenticate a Customer or otherwise to authorise any transaction made by a Customer with a DBS Diamond Debit Card;

“**Bank**”, “**we**”, “**us**” and “**our**” means DBS Bank (Hong Kong) Limited, including its successors, assignees, transferees and any persons deriving title under it;

“**Bank Accounts and Services Terms and Conditions**” means the terms and conditions applicable to accounts maintained with the Bank as may be specified by the Bank from time to time;

“**Customer**”, “**you**” and “**your**” means a customer to whom the Bank issues a DBS Diamond Debit Card;

“**CNP**” means card-not-present.

“**DBS Diamond Debit Card**” means a DBS UnionPay Diamond Debit Card issued by the Bank to a Customer which may be used to access an Account or effect transactions on an Account by electronic or digital means and in such manner as the Bank may determine and includes any such card in physical, virtual or digital form (such as the Virtual DBS Diamond Debit Card and the Digital DBS Diamond Debit Card);

“**Debit Card Services**” means the DBS Diamond Debit Card services provided by the Bank to the Customer pursuant to these Terms and Conditions;

“**Device Security Code**” means any password, code, token, number or other credential used to unlock and access a Digital Device;

“**Digital DBS Diamond Debit Card**” means a digital version of your DBS Diamond Debit Card stored in your Mobile Wallet;

“**Digital Device**” means any computer, mobile phone or other electronic, digital or mobile device through which the DBS Diamond Debit Card may be used or accessed;

“**HKD**” means Hong Kong dollars, being the lawful currency of Hong Kong;

“Mobile App” means the “DBS digibank HK” mobile application provided by the Bank through which the Customers may access the Accounts and DBS Diamond Debit Card on compatible Digital Devices;

“Mobile Wallet” means, in respect of your Digital DBS Diamond Debit Card, a wallet application provided by a Mobile Wallet Provider;

“Mobile Wallet Provider” means the provider of the Mobile Wallet in your Digital Device, as designated by or acceptable to the Bank from time to time;

“Supported Currency” means a currency other than HKD which the Customer holds or has access to under the Account.

“Virtual DBS Diamond Debit Card” means a virtual version of your DBS Diamond Debit Card which may be displayed and made available to you through the Mobile App.

1.2 Interpretation

In these Terms and Conditions, where not inconsistent with the subject or context:

- (a) words suggesting the singular shall include the plural and vice versa; words suggesting any gender shall include other genders; and headings are inserted for reference only and shall not affect construction;
- (b) any reference to a Customer shall include a reference to his/her executors, personal representatives, administrators and lawful successors;
- (c) any reference to an agreement, contract or other document includes a reference to it as it may be amended, varied or replaced from time to time; and
- (d) the words “other”, “include” and “including” do not limit the generality of any preceding words and the words “include” and “including” shall be construed as if they were followed by the words “without limitation”.

1.3 The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and Chinese versions. The Chinese version of these Terms and Conditions is for reference only.

2. Issuance of DBS Diamond Debit Card

2.1 Only Customers who hold an eligible Account may apply for a DBS Diamond Debit Card. If you already have any existing ATM card issued by the Bank which is linked to an Account, you may be required to cancel your existing ATM card in order to be issued with a DBS Diamond Debit Card for that Account.

2.2 The Bank reserves the right to accept or reject any application for a DBS Diamond Debit Card.

2.3 The DBS Diamond Debit Card is issued by the Bank and remains the property of the Bank. You must return your DBS Diamond Debit Card to the Bank upon request.

2.4 In the case of a jointly held Account, the Bank may issue a DBS Diamond Debit Card to any authorised account holder permitted to provide instructions for operating the Account. **Any account holders who agree to be bound by these Terms and Conditions agree to be and are jointly and severally liable for any obligations and liabilities related to the DBS Diamond Debit Card, the Debit Card Services and these Terms and Conditions. Notices from the Bank to any one account holder will be deemed to be effective notice to all account holders.**

3. Conditions and Limits on use of Card

3.1 Use of the DBS Diamond Debit Card is subject to:

- (a) **these Terms and Conditions and the provisions of any application form relating to the DBS Diamond Debit Card or related services, including any terms applicable to the relevant payment network or platform from time to time; and**
- (b) **the Bank Accounts and Services Terms and Conditions.**

3.2 To the extent necessary to give effect to the provisions of these Terms and Conditions, the documents specified in Clause 3.1 shall be construed as if references to cards, accounts and related services therein included references to the DBS Diamond Debit Card, the Account and the Debit Card Services, wherever the context requires or permits.

3.3 If there is any inconsistency between these Terms and Conditions and the other documents specified in Clause 3.1, these Terms and Conditions shall prevail as regards the DBS Diamond Debit Card and the Debit Card Services.

3.4 When using your DBS Diamond Debit Card by electronic or digital means (including at an ATM, a point of sale terminal, by telephone or through any other electronic, digital or mobile device acceptable to the Bank), the Bank may specify additional conditions and limits, including any of the following:

- (a) requiring the DBS Diamond Debit Card to be linked to an Account;
- (b) imposing limits on the currency of any transaction;
- (c) imposing limits (on a per-day or per-transaction basis or any other basis) on cash withdrawal, transfer, payment or other transactions;
- (d) imposing limits on the scope of any Debit Card Services available in or outside Hong Kong; and/or
- (e) limiting the type of transactions allowed.

These limits may apply on a per-card basis, regardless of the number of linked Accounts. The Bank may apply these limits in the currency determined by the Bank at its discretion. The Bank may also apply certain limits where requested by you and accepted by the Bank. **Any transaction exceeding any of these specified limits may be declined.**

3.5 **For Digital DBS Diamond Debit Cards (including registration, activation and storage in a Mobile Wallet), you must also complete such steps and agree to such additional terms as prescribed by the Bank, including those set out in the Appendix to these Terms and Conditions.**

3.6 **The DBS Diamond Debit Card is issued and delivered to you at your own risk. The Card is non-transferable and must only be used by you.**

3.7 You are required to sign on the signature panel on the back of the physical DBS Diamond Debit Card.

4. Payment and ATM Services

4.1 Upon receipt and activation of your DBS Diamond Debit Card, you may withdraw cash at designated ATMs, perform payments at designated point of sale terminals and use other applicable ATM Services.

4.2 You may use your DBS Diamond Debit Card at any ATM installed by or belonging to the Bank or any Member Bank or at any ATM which carries the JETCO or UnionPay logo and access EPSCO (EPS and PPS) and UnionPay point of sale terminals as recognised by the Bank for cash withdrawals, payments or transfers.

4.3 The DBS Diamond Debit Card incorporates the following functions:

- (a) mobile or contactless payment function;

- (b) ATM access to effect banking transactions at designated ATMs or point of sale terminals or by other designated electronic, digital or mobile means;
 - (c) internet banking or phone banking service for Customers to operate their Accounts or use other services which the Bank may offer online or through telephone; and
 - (d) any other functions that the Bank may specify from time to time.
- 4.4 The use of the above functions and services (including ATM Services) are also subject to the terms applicable to such functions and services as set out in the Bank Accounts and Services Terms and Conditions.
- 4.5 If your application for the DBS Diamond Debit Card has been approved, you may be provided with access to the Virtual DBS Diamond Debit Card on the Mobile App (and the terms set out in Clause 5 shall apply to your use of the Virtual DBS Diamond Debit Card).
- 4.6 **Prior to activation of the physical DBS Diamond Debit Card, transactions using the Virtual DBS Diamond Debit Card are subject to a default spending limit across all currencies available in the Account. The physical DBS Diamond Debit Card is issued with a default daily spending limit, which you can customise after activation. When considering whether the daily spending limit has been reached, the Bank will take into account all types of transactions whether made with a physical card, Virtual DBS Diamond Debit Card, Digital DBS Diamond Debit Card or CNP transactions, i.e. transactions made without the physical DBS Diamond Debit Card, such as tax recollection, hotel reservation or car rental. CNP transactions are subject to a default daily spending limit or a customised daily spending limit as set by you, whichever is lower.**
- 4.7 **If you intend to use your DBS Diamond Debit Card outside Hong Kong, you will need to set the applicable daily withdrawal, spending and transfer limits and the corresponding activation periods in advance through the Mobile App or any other channels specified by the Bank from time to time. The use of the DBS Diamond Debit Card outside Hong Kong is subject to the applicable Laws of the relevant jurisdiction and such fees as the Bank may reasonably prescribe.**
- 4.8 For certain types of transactions (such as binding your DBS Diamond Debit Card to certain mobile payment services or where the Bank considers a transaction requires verification), the Bank may require you to provide additional confirmation or to complete additional authentication steps before processing the transaction.
- 4.9 You acknowledge that your DBS Diamond Debit Card may be utilised to carry out transactions by (i) tapping or waving the DBS Diamond Debit Card at a merchant's contactless-enabled point of sale terminal or reader and/or (ii) using the quick-response ("QR") code function to scan or present the relevant QR code to pay (together, "**Contactless Transactions**"). **The Bank reserves the right to set and vary any limit on Contactless Transactions (on a per-day or per-transaction basis or any other basis) from time to time.**
- 4.10 **Without prejudice to the foregoing, you acknowledge the ease with which unauthorised Contactless Transactions may be carried out and accept the risk of unauthorised Contactless Transactions.**

5. Virtual DBS Diamond Debit Card

- 5.1 This Clause 5 shall apply if you access or otherwise use the Virtual DBS Diamond Debit Card.
- 5.2 The Virtual DBS Diamond Debit Card may be accessed through the Mobile App on a compatible Digital Device of such type and model as prescribed or accepted by the Bank from time to time. The Bank has the right to vary the type or model or withdraw an existing type or model of Digital Device at any time without prior notice.

- 5.3 Customers can access or view the Virtual DBS Diamond Debit Card when the Bank makes it available on the Mobile App, including before the physical DBS Diamond Debit Card is activated. Once you have accessed or viewed it, the Virtual DBS Diamond Debit Card will be ready for use immediately (including for use through a Mobile Wallet as a Digital DBS Diamond Debit Card), subject to any additional activation steps specified by the Bank. Before the physical DBS Diamond Debit Card is activated by the Customer, the Bank has the right to determine the types of transactions allowed to be effected using the Virtual DBS Diamond Debit Card.
- 5.4 **If you have accessed or viewed your Virtual DBS Diamond Debit Card on the Mobile App, you should keep both the Virtual DBS Diamond Debit Card and the physical DBS Diamond Debit Card safe, including by following the security measures and precautions set out in these Terms and Conditions. Once you have accessed or viewed your Virtual DBS Diamond Debit Card (whether or not you have received or activated your physical DBS Diamond Debit Card), you will bear the risks and consequences of all the transactions effected using your Virtual DBS Diamond Debit Card, including the risk of unauthorised use.**
- 5.5 **You should activate your physical DBS Diamond Debit Card as soon as possible, even if you have the Virtual DBS Diamond Debit Card. The Bank has the right to suspend your use of the Virtual DBS Diamond Debit Card if your physical DBS Diamond Debit Card is not activated within such period of time as specified by the Bank.**
- 5.6 **You may require a compatible Digital Device, internet connection, compatible telecommunications equipment and a mobile service plan (if applicable) in order to access and use your Virtual DBS Diamond Debit Card.**

6. Sufficient funds in your Account

- 6.1 **You shall ensure that there are sufficient funds in your Account to effect the transactions made using your DBS Diamond Debit Card from time to time. No overdraft facility is provided on your DBS Diamond Debit Card. The Bank will not be obliged to effect a transaction made with your DBS Diamond Debit Card if you do not have sufficient funds in your Account.**
- 6.2 If you make a transaction using your DBS Diamond Debit Card in a currency other than HKD, the Bank will debit the transaction amount in the following manner:
- (a) For transactions denominated in a Supported Currency:
 - (i) if there are sufficient funds available in the Account in that Supported Currency to settle the full amount of the transaction, the Bank will debit the full amount of that transaction from the Account in that Supported Currency; or
 - (ii) if there are insufficient funds available in the Account in that Supported Currency to settle the full amount of the transaction, the Bank may (and is authorised to) convert the transaction amount into HKD. If there are sufficient funds available in the Account in HKD to settle the converted amount, the Bank will debit the converted amount in full from the Account. If there are insufficient funds available in the Account in HKD to settle the converted amount, the Bank has the right to reject the transaction.
 - (b) For transactions denominated in a currency other than a Supported Currency, the Bank may convert the amount of the transaction into HKD and:
 - (i) if there are sufficient funds available in the Account in HKD to settle the converted amount, the Bank will debit the converted amount in full from the Account; or

- (ii) if there are insufficient funds available in the Account in HKD to settle the converted amount, the Bank has the right to reject the transaction.

6.3 If you do not currently have access to a Supported Currency in the Account, you may perform a currency exchange transaction through the Account and a corresponding currency account would be automatically set up under the Account.

6.4 For the avoidance of doubt, the Bank will not combine the available funds across different Supported Currencies in the Accounts held by the Customer with the Bank to settle any transaction amount.

6.5 **The Bank has the right to effect currency conversions on any transaction (including refunds) at an exchange rate it reasonably considers appropriate, which may be a rate set or resulting from procedures adopted by a third party. In any case, the exchange rate may differ from the rate in effect on the date of the transaction or refund due to market fluctuations and timing differences. Any exchange rate imposed is final and conclusive and the Customer shall bear all exchange risks, Losses, commissions and other costs which may be incurred as a result.**

7. Pre-authorisation

7.1 The DBS Diamond Debit Card supports pre-authorisation. A pre-authorisation may be requested by a merchant when a transaction requires authorisation before its completion. If the Account has sufficient funds at the time of pre-authorisation, the pre-authorised amount will be temporarily held from the available balance of the Account until the merchant either posts or cancels the transaction. If the transaction is cancelled, the held amount will be released back to the Account. If the merchant posts the transaction, the held amount will be converted to a charge and debited from the Account. It may take up to 30 days for the payment to be settled from the Account.

7.2 If the merchant subsequently settles the transaction at an amount which exceeds the amount which you have confirmed, the shortfall will be debited from the Account. **If there are insufficient funds in the Account to make this debit, the Bank may, at its sole discretion and without prior notice, treat this as your informal request for the Bank to first settle the amount involved with the merchant and you agree to repay any shortfall together with the Bank's transaction handling charge as a result of such shortfall in your Account. You will not be able to make any transfer, payment or other transaction with your Account until any such outstanding amount is repaid.**

7.3 **The Bank may, at its discretion, temporarily hold an amount equal to 115% of the pre-authorisation amount for certain types of transactions which commonly require pre-authorisation (such as transactions at hotels and cinemas).** For example, if the merchant for such a transaction requests HKD100 for pre-authorisation, the Bank will temporarily hold HKD115 from the Account. In such cases, the final amount debited from your Account (which could be more than the held amount) will be confirmed when the merchant posts the transaction. Any excess amount held will be released back to the Account when the merchant posts the transaction and any shortfall in the amount held will be debited from the Account.

8. Card Benefits

8.1 The Bank may introduce new benefits or vary or withdraw any benefit without prior notice. The Bank has the right to set, exclude or withdraw any Account which may be linked or used in connection with any DBS Diamond Debit Card benefit. The Bank may also offer different benefits for the DBS Diamond Debit Card (including preferential rates, fees and charges discounts) to Customers based on the tier of the Account.

8.2 The DBS Diamond Debit Card benefits may include rewards and privileges, including cash rebate, cash reward and other rewards and privileges and any other benefits that the Bank may specify from time to time.

- 8.3 The DBS Diamond Debit Card may also carry certain offers or benefits provided by UnionPay (the “**UnionPay Benefits**”). Such UnionPay Benefits are offered exclusively by UnionPay. **The Bank is not responsible for any offer or redemption of UnionPay Benefits.** Customers should contact UnionPay directly for enquiries regarding such UnionPay Benefits.
- 8.4 **The Bank may separately issue or vary additional terms and conditions relating to the DBS Diamond Debit Card benefits from time to time.**

9. Responsibility for Transactions

9.1 You are responsible for:

- (a) **any failure to comply with these Terms and Conditions; and**
- (b) **all transactions effected, processed or conducted by the use of your DBS Diamond Debit Card and/or Authentication Factors (including all related fees and charges), even if:**
 - (i) **you do not sign a sales slip (including where a transaction may be effected by telephone, mail, electronic means or direct debit arrangement without a sales slip or your signature);**
 - (ii) **the signature on the sales slip is different from the signature on your DBS Diamond Debit Card; or**
 - (iii) **the transaction is effected involuntarily,**

and such transaction shall be deemed to be made with your authority and knowledge and will be irrevocable and binding on you, whether or not you have actually authorised and/or have knowledge of the use of your DBS Diamond Debit Card or Authentication Factors, except in the limited situations expressly set out in Clause 11.

- 9.2 **You irrevocably authorise the Bank to debit from the Account the amount of any transaction made through your DBS Diamond Debit Card or Authentication Factors. You agree to accept and be bound by the Bank’s records of all transactions effected, processed or conducted through the use of your DBS Diamond Debit Card or Authentication Factors as correct and conclusive, save in the case of manifest error.**
- 9.3 **You agree not to use your DBS Diamond Debit Card to effect any transaction which could contravene the Laws of any jurisdiction.**
- 9.4 **You agree that you remain liable for transactions made or authorised prior to, but only posted to the Account after, the termination of your DBS Diamond Debit Card.**
- 9.5 **For point of sale debit payment transactions, including contactless and/or CNP transactions (if applicable), via applicable card association network(s), such transactions are subject to the applicable card association rules, including rules governing chargebacks and dispute resolution, by which you agree to be bound. For disputes that result in a successful chargeback, the exchange rate for the chargeback amount may differ from the rate in effect on the date of the transaction/refund due to market fluctuations. Any exchange rate imposed is final and conclusive and you agree to bear all exchange risks, Losses, commissions and other costs which may be incurred as a result.**

10. Security Measures and Precautions

- 10.1 **You undertake to take appropriate security measures and precautions in respect of your DBS Diamond Debit Card, including the following:**
- (a) **sign your DBS Diamond Debit Card immediately after receiving it;**

- (b) **keep your DBS Diamond Debit Card and Digital Device in a secure place and under your own personal control and treat your DBS Diamond Debit Card as if it were cash;**
- (c) **do not write down or record any part of the card number or the PIN without disguising it;**
- (d) **take your DBS Diamond Debit Card from the ATM after use and ensure that your DBS Diamond Debit Card is returned promptly after each transaction;**
- (e) **when receiving notice of the PIN assigned to your DBS Diamond Debit Card, memorise the PIN and then destroy the notice;**
- (f) **keep your Authentication Factors and Device Security Code secret and strictly confidential;**
- (g) **take reasonable precautions to safeguard the security details relating to your DBS Diamond Debit Card (including in virtual or digital form), Mobile Wallet and Digital Device (including your Device Security Code and/or Authentication Factors stored in your Digital Device and/or anywhere else) and prevent them from loss, theft or unauthorised use;**
- (h) **do not take any action to disable any function provided by your Digital Device and/or agree to any settings on your Digital Device that would compromise the security of the use of your DBS Diamond Debit Card (including in virtual or digital form), Mobile Wallet or Digital Device;**
- (i) **do not use, access or store your DBS Diamond Debit Card (including in virtual or digital form) or install or launch the Mobile Wallet in a device with any pirated, hacked, fake or unauthorised application or where the software lockdown has been overridden (such as a “jailbroken” or “rooted” device);**
- (j) **make sure each of the Authentication Factors and Device Security Code is protected from view by any other person when used;**
- (k) **if the PIN or Device Security Code is or may have been seen by any other person, change it promptly;**
- (l) **change the PIN and Device Security Code regularly for protection;**
- (m) **do not write down or keep the Authentication Factors or Device Security Code on or close to your DBS Diamond Debit Card or handle it in any other way that may allow another person to use your DBS Diamond Debit Card, Authentication Factors or Digital Device;**
- (n) **do not use easily accessible personal information or obvious numbers as your PIN or Device Security Code (such as your Hong Kong Identity Card number, date of birth or telephone number);**
- (o) **use a strong, alphanumeric code (if available) as your PIN or Device Security Code;**
- (p) **do not use the same PIN or Device Security Code for other services or purposes (such as connecting to the internet or accessing other websites);**
- (q) **do not transfer or allow any other person to use your DBS Diamond Debit Card, Authentication Factors, Device Security Code, Digital Device or Mobile Wallet;**
- (r) **delete your Virtual DBS Diamond Debit Card and Digital DBS Diamond Debit Card from your Digital Device and Mobile Wallet before selling or disposing of the Digital Device or passing the Digital Device temporarily to someone else for repair or for other reasons;**

- (s) always complete the “total” box on the sales slip, include a currency sign before the numerals and refrain from leaving a blank space for additional numbers to be added;
- (t) understand the risks of using biometrics, tokens and device binding as an Authentication Factor for initiating transactions such as contactless mobile payments (including those set out in the Appendix) and the importance of securing Digital Devices and Authentication Factors;
- (u) ensure that the biometric credentials stored on your Digital Device are your own and only allow your DBS Diamond Debit Card (in virtual or digital form) and Mobile Wallet to be accessed with your own biometric credentials;
- (v) do not store any other person’s biometric credentials on your Digital Device;
- (w) do not allow the use of facial recognition authentication methods to access your DBS Diamond Debit Card (in virtual or digital form) or Digital Device if you have an identical twin sibling or if your facial features may change or develop, in which case it is recommended that you use a Device Security Code instead or such other biometric credentials as may be suggested by the Mobile Wallet Provider (where applicable);
- (x) if you have already set up access to your Digital Device by way of Device Security Code or fingerprint or other biometric credentials, review this regularly and change any Device Security Code that can easily be guessed or that has already been shared with anyone else and, in addition, delete any previously registered fingerprint or other biometric credentials that do not belong to you;
- (y) ensure that only one sales slip is imprinted for each transaction;
- (z) keep the cardholder copy of each sales slip and check it against your Account statement or records; and
- (aa) make sure that your contact details registered with the Bank for the purpose of receiving important notifications from the Bank (for example, SMS and email notifications) are up-to-date to allow the relevant notifications to be delivered to you in a timely manner.

10.2 You should carefully read the security advice, precautions, alerts and tips available on the Bank’s website. These may be updated from time to time and we recommend that you regularly check for updates.

10.3 You must follow and observe all of the security measures and precautions set out in this Clause 10, as well as any additional security measures and precautions which we advise you from time to time.

11. Unauthorised Transactions and Liability for Loss

11.1 The Bank may use fraud detection and monitoring systems to identify suspicious or unauthorised activities on the DBS Diamond Debit Card. Where suspicious or unauthorised activities are detected, the Bank may reject certain transactions and temporarily suspend or block your DBS Diamond Debit Card to protect your Account and funds.

11.2 You must immediately report to the Bank any loss, theft or actual or possible unauthorised disclosure or unauthorised use of your DBS Diamond Debit Card, Authentication Factors or Digital Device through the Bank’s customer service hotline at (852) 2290 8888 or DBS digibot on the Bank’s website and provide all relevant information and documentation to facilitate the investigation process, so that your DBS Diamond Debit Card can be suspended in order to protect your Account and funds. You may also request the instant suspension of your DBS Diamond Debit Card through such

channels (including the Mobile App) made available by the Bank. In certain circumstances, the Bank may require you to make a police report accompanied by written confirmation of the details of the loss or disclosure and any other information that the Bank may require.

11.3 You must examine each Account statement relating to your DBS Diamond Debit Card and notify the Bank of any error or discrepancy or any transaction using your DBS Diamond Debit Card that was not authorised by you within 60 days of the date of such statement. Unless any errors, discrepancies or unauthorised transactions are so notified to the Bank within such period, the statement shall be deemed to be correct and shall be conclusive and binding upon you, except for:

- (a) unauthorised transactions arising from forgery or fraud by any third party and in relation to which the Bank has failed to exercise reasonable care and skill;**
- (b) unauthorised transactions arising from forgery or fraud by any Bank Personnel; and**
- (c) other unauthorised transactions arising from the default or negligence on the part of the Bank or Bank Personnel.**

11.4 If you report the loss, theft, unauthorised disclosure or unauthorised use of your DBS Diamond Debit Card, Authentication Factors or Digital Device as soon as reasonably practicable in accordance with Clause 11.2, your maximum liability to the Bank for any such unauthorised transactions made with your DBS Diamond Debit Card shall not exceed HKD500 in total, in respect of any such unauthorised transactions made before the Bank is actually notified of such event. However, this limit does not apply and you will be liable for the full amount of the unauthorised transaction where:

- (a) the Loss directly relates to unauthorised cash advances;**
- (b) you have knowingly (whether or not voluntarily) permitted any other person to use your DBS Diamond Debit Card, Authentication Factors or Digital Device;**
- (c) you fail to inform the Bank as soon as reasonably practicable of the loss, theft, unauthorised disclosure or unauthorised use of your DBS Diamond Debit Card, Authentication Factors or Digital Device; or**
- (d) where we reasonably believe you have acted fraudulently or negligently in using or safeguarding your DBS Diamond Debit Card, Authentication Factors and/or Digital Device. In this regard, your failure to follow any of the security measures set out in Clause 10 or otherwise recommended by the Bank from time to time regarding the use or safeguarding of your DBS Diamond Debit Card, Authentication Factors and/or Digital Device may be treated as your negligence.**

11.5 The Bank assumes no liability or responsibility to the Customer or any third party for any consequences arising out of or in connection with any transaction involving the use of the DBS Diamond Debit Card or Authentication Factors not being honoured or if there is any malfunction and/or failure of an ATM, Authentication Factors or DBS Diamond Debit Card or otherwise for any Loss incurred with respect to the DBS Diamond Debit Card, except:

- (a) in the event of misuse, when the DBS Diamond Debit Card or Authentication Factor has not been received by the Customer;**
- (b) for all transactions not authorised by the Customer after the Bank has been given adequate notification that the DBS Diamond Debit Card or Authentication Factor has been lost or stolen or the Authentication Factor or card information has been compromised, and the Bank has had reasonable time to act on it;**

- (c) when faults have occurred in the terminals or other systems used, which cause the Customer to suffer direct Loss, unless the fault was obvious or advised by a message or notice on the ATM, terminal or other display;
- (d) when transactions are made through the use of, in the Bank's determination, a counterfeit card; or
- (e) in the case of fraud, negligence or wilful default of the Bank or Bank Personnel, and in any such case, the Bank's liability shall be strictly limited to direct and reasonably foreseeable Loss (if any).

11.6 Without limiting the foregoing, the Bank is not liable to you or any other person for the following (or any of them):

- (a) any delay or failure in providing any Debit Card Services or the Bank's equipment or other facilities to you to the extent that it is caused or attributable to any circumstance beyond the Bank's reasonable control;
- (b) the availability or performance of any point of sale terminal or other device provided or operated by a merchant or any person other than the Bank to enable the use of the DBS Diamond Debit Card or any of its functions (including any contactless payment function); and
- (c) any consequential or indirect Loss arising from or in connection with the use of your DBS Diamond Debit Card or Authentication Factors.

11.7 You are fully responsible for any disclosure of your DBS Diamond Debit Card details (including in virtual and digital form), Device Security Code, Authentication Factors or other security details relating to your DBS Diamond Debit Card, Mobile Wallet or Digital Device to any other person, even if such disclosure is accidental or unauthorised. You agree to bear all risks and consequences from any unauthorised use of your DBS Diamond Debit Card (including in virtual and digital form), subject to the provisions of this Clause 11.

12. Replacement Card

The Bank may issue a replacement DBS Diamond Debit Card on your request. **The Bank may charge a handling fee for the replacement by debiting your Account.**

13. Fees and Charges

The Customer shall pay all fees and charges applicable to the DBS Diamond Debit Card and related services as the Bank may specify in the Bank Charges Schedule (DBS Account and Treasures customers) from time to time or as notified by the Bank from time to time. The Bank is entitled at any time and without prior notice to the Customer to debit the Account with all such fees and charges payable by the Customer.

14. Personal Data

14.1 You confirm that you have read, understood and accepted the provisions of the notice relating to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) made available to you by the Bank during the card application process and otherwise from time to time.

14.2 You consent to and authorise the Bank to use and/or disclose your personal data (whether collected by the Bank during the card application process or by other means or otherwise in the possession of the Bank from time to time) for the purposes specified in such notice, including purposes relating to (and to enable us to provide to you) the DBS Diamond Debit Card and the Debit Card Services.

15. Amendment

- 15.1 The Bank reserves the right at its discretion to add, vary, suspend, cancel or otherwise change any related services or functions of the DBS Diamond Debit Card (as well as the related operational and other requirements, if appropriate) from time to time.
- 15.2 **The Bank has the right to amend, vary or otherwise change these Terms and Conditions (including fees and charges) from time to time. The Bank will give you prior notice of such changes in such manner as the Bank considers appropriate. You will be deemed to have agreed to such changes unless the Bank receives your written notice to cancel your DBS Diamond Debit Card before the date on which those changes take effect.**

16. Cancellation and Suspension

- 16.1 Subject to Clause 16.2 and Clause 16.3, you may cancel your DBS Diamond Debit Card by giving notice in writing to the Bank or by such other method as the Bank may prescribe from time to time. Such cancellation shall only be effective upon receipt by the Bank of the payment of all sums due to the Bank in connection with your DBS Diamond Debit Card or otherwise pursuant to these Terms and Conditions.
- 16.2 Cancellation of the physical DBS Diamond Debit Card will automatically result in the cancellation of the Virtual DBS Diamond Debit Card and Digital DBS Diamond Debit Card. You cannot cancel the Virtual DBS Diamond Debit Card without cancelling the physical DBS Diamond Debit Card. Where applicable, you should remove your Digital DBS Diamond Debit Card from your Mobile Wallet and Digital Device upon cancellation of your DBS Diamond Debit Card.
- 16.3 Your DBS Diamond Debit Card will be cancelled upon cancellation, closure and/or termination of your Account.
- 16.4 **The Bank may terminate the Debit Card Services at any time at its discretion and without giving any reason or prior notice to the Customer by suspending the use of your DBS Diamond Debit Card or by refusing to renew your DBS Diamond Debit Card. The Bank 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.**

17. Dealings with Merchants

- 17.1 **The Bank is not responsible for any merchant's refusal to accept your DBS Diamond Debit Card or Authentication Factors. The Bank is also not responsible for any goods and/or services supplied to you by any merchant.**
- 17.2 **The Bank shall be entitled to charge and debit the Account in respect of all transactions effected by the use of your DBS Diamond Debit Card or Authentication Factors notwithstanding the non-delivery or non-performance of any merchant, or any defect in the goods and/or services provided by any merchant, or the failure of any merchant to provide or make available to you any of the merchant's goods, services, benefits, discounts or programmes.**
- 17.3 **Your obligation to the Bank under these Terms and Conditions is not affected and will not be relieved or reduced by any claim made by you against a merchant. You are responsible for resolving any dispute with a merchant. You should seek redress in respect of such goods, services, benefits, discounts or programmes from the relevant merchant directly.**
- 17.4 **No claim by the Customer against a merchant or any other person may be the subject of set-off or counterclaim against the Bank.**
- 17.5 In certain circumstances, you may be eligible to receive a chargeback for a disputed amount. This is determined at the discretion of the applicable acquirer in accordance with the relevant

card scheme rules. **The Bank does not determine the outcome of any chargeback request and is not responsible for any Losses this may cause you.**

- 17.6 If you receive a refund for a transaction originally made in a foreign currency, the amount that you receive may involve a currency conversion and may be less than the amount originally debited from your Account.

18. Miscellaneous

18.1 Nothing in these Terms and Conditions shall:

- (a) **exclude or limit the Bank's liability for Loss arising from the Bank's or any Bank Personnel's fraud or which is caused directly by the Bank's or any Bank Personnel's negligence or wilful misconduct; or**
- (b) **require you to indemnify the Bank or any Bank Personnel or any other person in respect of (i) death or personal injury caused by the negligence of the Bank, any Bank Personnel or such other person, (ii) fraud or the tort of deceit committed by the Bank, any Bank Personnel or such other person or (iii) any other claim, liability or Loss to the extent the giving of an indemnity for such claim, liability or Loss is, as a matter of Law, prohibited.**

- 18.2 Each limitation on the Bank's liability, and any indemnity given by you to the Bank, under these Terms and Conditions shall operate without reducing the effect of any other indemnity or limitation of liability of which the Bank has the benefit or any other rights or remedies that the Bank may have.

- 18.3 Any indemnity for costs and expenses in these Terms and Conditions shall be construed so as to be limited to the recovery of costs and expenses of a reasonable amount and reasonably incurred.

- 18.4 No person other than you and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

19. Governing law and disputes

- 19.1 These Terms and Conditions are governed by and will be construed in accordance with Hong Kong law. The Customer irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.

Appendix – Supplemental Terms and Conditions for use of the Digital DBS Diamond Debit Card through a Mobile Wallet

These supplemental terms and conditions (“**Supplemental Terms and Conditions**”) shall apply when you access, activate or otherwise use or add your DBS Diamond Debit Card to a Mobile Wallet. These Supplemental Terms and Conditions set out your additional responsibilities and obligations in respect of your use of your Digital DBS Diamond Debit Card within a Mobile Wallet. By installing your Digital DBS Diamond Debit Card within a Mobile Wallet, you acknowledge that you have read and understood these Supplemental Terms and Conditions and you agree to be bound by them.

The provisions of this Appendix supplement and form part of the Terms and Conditions and, together, they govern the Digital DBS Diamond Debit Card and shall operate in addition to all other terms and conditions to which you are subject, including the Bank’s applicable data policies and any security measures implemented by the Bank from time to time in relation to the use of your Digital DBS Diamond Debit Card. If there is any inconsistency between the provisions of this Appendix and the other provisions of the Terms and Conditions, the provisions of this Appendix prevail as regards the Digital DBS Diamond Debit Card.

1. Eligibility for registering, storing and activating the Digital DBS Diamond Debit Card

- (a) Only a Digital DBS Diamond Debit Card which the Bank decides in its sole discretion as eligible and of a type as designated by it from time to time may be stored in a Mobile Wallet.
- (b) You may register and store a Digital DBS Diamond Debit Card in a Mobile Wallet by following the instructions of the Mobile Wallet Provider. For this purpose, you may be instructed to install the latest operating system on your Digital Device, and to complete the registration and verification procedure for the Mobile Wallet. You acknowledge that the Mobile Wallet Provider has the right to decline the enrolment of a Digital DBS Diamond Debit Card or to suspend or delete or reactivate a Digital DBS Diamond Debit Card enrolled with the Mobile Wallet. **The Bank shall not be liable if you are unable to enrol a Digital DBS Diamond Debit Card on a Mobile Wallet for any reason.**
- (c) If your Digital DBS Diamond Debit Card or underlying Account is not in good standing, that Digital DBS Diamond Debit Card may not be eligible to enrol or to be used as a Digital DBS Diamond Debit Card in a Mobile Wallet.
- (d) For the purpose of your registering a Digital DBS Diamond Debit Card to a Mobile Wallet, the Bank may perform two-factor authentication, including digital token, SMS one-time password, physical secure device or other authentication means or Authentication Factors as the Bank deems appropriate from time to time. The authentication means or Authentication Factors use may be subject to the provisioning channel used by the Bank and is subject to the Bank’s discretion. By selecting the SMS one-time password to perform the two-factor authentication, you consent to the Bank sending an SMS message for verification and activation purposes based on your phone number registered with the Bank. If the phone number registered with the Bank is not the phone number of your Digital Device, the SMS message will be sent to the phone number registered with the Bank but not to your Digital Device. If the Bank does not have a record of your phone number, the Bank will not be able to send such SMS message for verification and activation purposes, in which case you will need to update your phone number registered with the Bank and follow any other steps the Bank may require in order to verify and/or activate your DBS Diamond Debit Card in your Mobile Wallet.
- (e) You may need to re-register or verify any replacement DBS Diamond Debit Card issued by the Bank in order to store and use this in your Mobile Wallet as a Digital DBS Diamond Debit Card.

2. Use of Digital DBS Diamond Debit Card

- (a) You may use your Digital DBS Diamond Debit Card to enter into authorised transactions where a Mobile Wallet is accepted.
- (b) Transactions made with your Digital DBS Diamond Debit Card will be debited directly from the linked Account in the same way as your physical DBS Diamond Debit Card.
- (c) The Bank does not charge you a fee to set up or use your Digital DBS Diamond Debit Card in a Mobile Wallet but **the Bank reserves the right to charge any additional fees for adding or using your Digital DBS Diamond Debit Card in the Mobile Wallet with notification.**

3. Mobile Wallet

- (a) Your use of a Mobile Wallet may be governed by or subject to the acceptance of additional terms of use or service by the Mobile Wallet Provider, and they may contemplate fees, limitations and restrictions which might affect use of your Mobile Wallet and/or Digital DBS Diamond Debit Card. **You are responsible for all amounts charged by the Mobile Wallet Provider and you agree to be solely responsible for all such fees and to comply with such limitations and restrictions.** Those separate terms agreed with the Mobile Wallet Provider do not affect, change or override these Supplemental Terms and Conditions or the Terms and Conditions or your relationship with the Bank.
- (b) You require a mobile network connection in order to install and use your Digital DBS Diamond Debit Card. **You agree to bear all fees, charges and expenses imposed by the mobile network operator for providing services to you to support the use of your Digital DBS Diamond Debit Card.**
- (c) When you enrol your Card for use with a Mobile Wallet, to facilitate your participation in the Mobile Wallet, you acknowledge and agree that certain account information related to your Digital DBS Diamond Debit Card may be transmitted to and stored within your electronic device or on the Mobile Wallet Provider's platform or on the system of a third party working with the Mobile Wallet Provider for purposes of the Mobile Wallet ("**Stored Information**"). You acknowledge and agree that in connection with the use of the Digital DBS Diamond Debit Card with the Mobile Wallet, the Mobile Wallet Provider and/or the third party working with the Mobile Wallet Provider may use and/or disclose any Stored Information which the Bank provides to them.

4. Disclaimer of warranties and limitation of liability

- (a) **Your Mobile Wallet is provided by your Mobile Wallet Provider and the Bank is not responsible for its use or function. You acknowledge and agree that the Bank makes no representations, warranties or conditions relating to a Mobile Wallet of any kind, and in particular, the Bank does not warrant or guarantee:**
 - (i) **the operability or functionality of your Mobile Wallet or that your Mobile Wallet will be available to complete a transaction;**
 - (ii) **that any particular merchant will accept your Digital DBS Diamond Debit Card;**
 - (iii) **that your Mobile Wallet will meet your requirements or that the operation of your Mobile Wallet will be uninterrupted or error-free; and**
 - (iv) **the availability or operability of the wireless networks of any electronic device.**

- (b) You acknowledge and agree that access, use and maintenance of a Digital DBS Diamond Debit Card with a Mobile Wallet depends on the Mobile Wallet Provider and the network connectivity and other third party services, applications or websites. The Bank does not operate the Mobile Wallets or such networks and does not control their operations. **The Bank will not be liable to you for any circumstances which interrupt, prevent or otherwise affect the functioning of your Digital DBS Diamond Debit Card with a Mobile Wallet**, such as unavailability of the Mobile Wallet or your wireless service, communications, network delays, limitations on wireless coverage, system outages or interruption of a wireless connection. **The Bank disclaims any responsibility for the Mobile Wallet Provider or any wireless service used to access, use or maintain a Digital DBS Diamond Debit Card with a Mobile Wallet.**

- (c) **The Bank shall not be liable whatsoever in relation to a Mobile Wallet and/or Digital DBS Diamond Debit Card, including the performance or non-performance of your Mobile Wallet and/or Digital DBS Diamond Debit Card, or any loss, injury or inconvenience which you may suffer.**

- (d) **The Bank is not responsible for, and does not provide, any support or assistance for the Mobile Wallet, any third party hardware, software or other products or services (including any technology-related questions you may have in connection with the Mobile Wallet or your electronic device).** You should contact the Mobile Wallet Provider for all technical assistance on the Mobile Wallet (including the types of electronic devices which support that Mobile Wallet).