

May 2024

Dear Customer,

**Notice of Amendment to DBS Electronic Banking Services Terms and Conditions**

We would like to inform you that with effect from 16 June 2024 (the “**Effective Date**”), DBS Electronic Banking Services Terms and Conditions (“**EB Terms and Conditions**”) will be amended and updated.

Major amendments are highlighted as follows:

| Section   | Prevailing | Revised   |
|---|------------|---|
| <b>Part C – Supplementary Terms and Conditions for Specific Countries &gt; Section C – Supplementary Terms and Conditions for Hong Kong SAR</b> |            |   |
| <b>10. ADDITIONAL TERMS AND CONDITIONS FOR USE OF FPS SERVICES</b>  | N/A        | <p>The following new sub-clause 10.5 (h) (i) is added and the original sub-clause 10.5 (h) (i) is renumbered to 10.5 (h) (ii).</p> <p>10.5 (h) (i) In giving instructions to make payments or effect transactions, you agree to take reasonably practicable steps to safeguard your own interest, money and assets from fraud or other illegal activities. You are responsible to check whether the payment recipient and the transaction are real and trustworthy in each case and exercise sound judgement. To help you stay vigilant against frauds, scams and deceptions, we will send risk alerts based on the risk warnings, messages and indicators received by us from the Faster Payment System or Hong Kong Police Force from time to time.</p> |
| <b>15. ADDITIONAL TERMS AND CONDITIONS FOR SUSPICIOUS PAYEE ACCOUNT ALERTS FOR MONEY TRANSFER</b>   | N/A        | <p>The following new clause 15 is added.</p> <p><b>15. ADDITIONAL TERMS AND CONDITIONS FOR SUSPICIOUS PAYEE ACCOUNT ALERTS FOR MONEY TRANSFER</b></p> <p>15.1 <u>Alerts and Money Transfers</u></p> <p>(a) These Clauses apply to the Alerts and the Money Transfers as defined in Clause 15.1 (b) below. If there is any inconsistency between these Clauses and the other terms and conditions, these Clauses will prevail insofar as the Alerts and Money Transfers are concerned. By making any Money Transfer on or after the date on which these Clauses come in effect, you confirm that you have accepted and will be bound by</p>  |

these Clauses.

(b) In these Clauses:

**“Alert”** means a warning message that a Money Transfer or the relevant payee or payee account may involve fraud or scam.

**“Anti-fraud Database”** includes any anti-fraud search engine and/or anti-deception database (including but not limited to Scameter) operated or managed by the Hong Kong Police Force or any other law enforcement agency or governmental body or regulatory authority of Hong Kong, whether it is accessible by the public in general or by designated entities or organisations.

**“Money Transfer”** means a transfer of money by you through us via any channel or means or in any currency determined by us from time to time including but not limited to one or more of electronic banking, e-wallet, mobile banking, automated teller machine, cash deposit machine, and bank counter at any branch of ours, whether the payee account is maintained with us or not; and if the context requires or permits, includes an instruction given by you to us to make a Money Transfer.

#### 15.2 Reason for sending Alerts

The Alerts are intended to help you stay vigilant against frauds, scams and deceptions when making Money Transfers. You shall not take the Alerts as replacing your responsibility for safeguarding your own interests, money and assets from fraud or other illegal activities.

#### 15.3 Our role, responsibilities and restriction of liability

(a) We:

(i) do not control the management, operation or any other aspect of the Anti-fraud Databases;

(ii) compile the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and

(iii) would not compile any Alert relating to a payee, a payee account or a transaction if no information about it is available from the Anti-fraud Databases.

Therefore, we do not and cannot warrant whether the information available from any Anti-fraud Database is complete, true, accurate and up-to-date, and that the Money Transfers for which you do not receive Alerts are not fraudulent nor that Money Transfers for which you receive Alerts are fraudulent. Our records of its delivery of any Alert to you and any response from

you whether to proceed or cancel any Money Transfer shall have conclusive effect save for manifest error.

(b) We may compile and deliver the Alerts in such ways as it considers appropriate. We shall have sole discretion to determine and/or vary, from time to time and without further notice to you, the contents of the Alerts, the channels or means through which the Alerts are delivered, and/or the currency(ies) of the Money Transfers, having regard to our needs and the feedback, comments, guidance or recommendations from the relevant persons. Relevant persons may include but not limited to law enforcement agencies or other governmental bodies, or regulatory authorities or industry associations of Hong Kong. We may deliver the Alerts to you by electronic or other means.

(c) We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from any information available or omitted from any Anti-fraud Database, or any delay, unavailability, disruption, failure, error of or caused by any Anti-fraud Database, or arising from any circumstances beyond our reasonable control.

(d) We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the Alerts (or any delay or unavailability of the Alerts), or the processing, execution or cancellation of Money Transfers affected by the Alerts (or by any delay or unavailability of the Alerts), except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable, and arising directly and solely from our negligence or wilful default or that of its officers, employees or agents.

(e) In no event will we, our affiliates or group companies, our licensors, and our and their respective officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).

(f) Nothing in these Clauses is intended to exclude or restrict any right or liability to the extent of which it may not be lawfully excluded or restricted.

#### 15.4 Your responsibilities

**You are responsible for taking reasonably practicable steps to safeguard your own interests, money and assets from fraud or other illegal activities. You are responsible to check and ensure that the payee, the payee account, the transaction and the transaction details are real and trustworthy in each case. You should**

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|  |  | <b>consider carefully whether to proceed with or cancel a Money Transfer affected by an Alert. Your decision to proceed with or cancel a Money Transfer affected by an Alert is binding on you and you shall be solely responsible for the consequences.</b> |
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For enquiries or if you would like to request a copy of the Terms and Conditions, please contact DBS BusinessCare at +852 2290 8068 or visit our website at <https://www.dbs.com.hk/sme/day-to-day/ways-to-bank/online-banking-ideal>.

Please note that your retention and/or continuous use of DBS Electronic Banking Services on or after the Effective Date shall constitute your agreement and acceptance of the above revisions and the revisions shall be binding on you. If you do not accept the above revisions, please terminate your Electronic Banking services before the Effective Date in accordance with your right of closure provided in the Terms and Conditions.

Wherever there is a discrepancy between the English and Chinese version of this notice, the English version prevails.

**DBS Bank (Hong Kong) Limited / DBS Bank Ltd., HK Branch (Incorporated in Singapore with limited liability)**

*This is a computer generated letter and a signature is not required.*

親愛的客戶：

### 星展電子銀行服務條款與細則修訂通知

謹此通知，本行將修訂及更新星展電子銀行服務條款與細則（“電子銀行服務條款與細則”），由2024年6月16日（「生效日」）起生效。

主要修訂概述如下：

| 修訂部分   | 現行  | 修訂後   |
|--|-----|---|
| <b>第三部分 - 對特定國家的補充條款與細則 - 標準條款及細則 &gt; 第三章對香港特別行政區的補充條款與細則</b> |     |   |
| <b>10. FPS 服務的附加條款與細則</b>                                      | 不適用 | <p>新增第10.5 (h) (i) 條及更新原來的第10.5 (h) (i) 條編號為第10.5 (h) (ii) 條。</p> <p>10.5 (h) (i) 在發出付款或交易的指示時，閣下同意採取合理可行的步驟以保障閣下自身的利益、資金及資產免受欺詐或其他非法活動的損害。閣下每次均有責任查證收款人實屬可靠並且交易實屬真確，以及作出明智的判斷。為協助閣下對欺詐、詐騙和欺騙活動保持警惕，本行將根據從快速支付系統或香港警務處不時接收到的風險警告、訊息及指標發出風險警示。</p>   |
| <b>15. 可疑收款人戶口警示之附加條款與細則</b>                                   | 不適用 | <p>新增第15條。</p> <p><b>15. 可疑收款人戶口警示之附加條款與細則</b></p> <p><b>15.1 警示與轉帳交易</b></p> <p>(a) 此等條款適用於以下第15.1(b)條定義的警示與轉帳交易。若此等條款跟其他條款及細則出現不一致，則就警示與轉帳交易而言，均以此等條款為準。閣下在此等條款生效日期當日或之後作出任何轉帳交易，即閣下確認閣下已接受此等條款並會受此等條款約束。</p> <p>(b) 在此等條款中：</p> <p>「<b>警示</b>」指對一項轉帳交易或相關的收款人或收款人戶口可能涉及欺詐或詐騙的警告訊息。</p> <p>「<b>防詐資料庫</b>」包括由香港警務處或香港其他執法機關、政府機構或監管機構運作或管理的任何防詐騙搜尋器及 / 或防欺騙資料庫（包括但不限於防騙視伏器），</p> |

不論其是否可供一般公眾人士或指定實體或組織使用。

「轉帳交易」指閣下透過本行並使用任何本行不時決定的渠道或方式或貨幣進行的資金轉移（包括但不限於下列一個或多個渠道或方式：電子銀行服務、電子錢包、流動理財服務、自動櫃員機、現金存款機，或於本行任何分行的櫃位），不論收款人戶口是否在本行開立；如文義要求或允許，包括閣下向本行發出進行轉帳交易的指示。

### 15.2 發出警示的原因

警示旨在幫助閣下在作出轉帳交易時保持警覺提防欺詐、詐騙及欺騙。閣下不應把警示當作替代閣下保障自身的利益、資金及資產免受欺詐或其他非法活動損害的責任。

### 15.3 本行的角色、責任及責任限制

(a) 本行：

(i) 無法控制防詐資料庫的管理、運作或其他方面；

(ii) 單靠防詐資料庫不時提供的資料來編製警示；及

(iii) 不會就防詐資料庫並無提供資料的收款人、收款人戶口或交易編製警示。

因此本行不會保證亦不能保證任何防詐資料庫提供的資料是否完整、真實、準確及最新，也不會保證亦不能保證閣下沒有收到警示的轉帳交易不涉欺詐，或閣下收到警示的轉帳交易必屬欺詐。本行就向閣下傳送任何警示的紀錄以及閣下回覆是否進行或取消任何轉帳交易的紀錄，均具終局效力（明顯錯誤除外）。

(b) 本行可按其認為適當的方式編製及傳送警示。本行可不時考慮本行的需要以及相關人士就警示的編製及傳送不時給予的反饋、意見、指引或建議，完全酌情決定及/或更改警示的內容、傳送警示的渠道或方式，及/或轉帳交易的貨幣（等），而無須另行通知閣下。相關人士可包括但不限於香港的執法機關或其他政府機構、監管機構或行業公會。本行可透過電子或其他方式向閣下傳送警示。

(c) 本行無須負責閣下或任何其他人士因任何防詐資料庫提供或未有提供任何資料，或因其延誤、無法使用、中斷、故障或錯誤而可能引致或蒙受的任何種類的損失、損害或開支，或本行可合理控制以外的情況而可能引致或蒙受的任何種類的損失、損害或開支。

(d) 本行無須負責閣下或任何其他人士有關或因警示（或其延誤或無法傳送），或有關或因處理、執行或取消警示（或因其延誤或無法傳送）所涉的轉帳交易，而可能引致或蒙受的任何種類的損失、損害或開支，除非任何上述損失、損害或開支屬直接及可合理預見並直接

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|  |  | <p>且完全由於本行或本行人員、僱員或代理的疏忽或故意失責引致。</p> <p>(e) 在任何情況下，就任何收益損失或任何特別、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），本行、本行的關聯公司或集團公司、本行的特許人、及上述彼等各自的人員、僱員或代理均無須向閣下或任何其他人士負責。</p> <p>(f) 此等條款的内容均無意排除或限制任何不能合法地排除或限制的權利或責任。</p> <p>15.4 <u>閣下的責任</u></p> <p>閣下有責任採取合理可行的步驟以保障閣下自身的利益、資金及資產免受欺詐或其他非法活動的損害。閣下每次均有責任查證及確保收款人、收款人戶口、交易及交易詳情實屬真確並可靠。閣下應認真考慮是否進行或取消一項警示所涉的轉帳交易。閣下就進行或取消一項警示所涉的轉帳交易的決定均對閣下具約束力，且閣下應為後果負全責。</p> |
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如有查詢或需要索取該條款及細則，請致電本行企業一綫通+852 2290 8068 查詢或於本行網站 <https://www.dbs.com.hk/sme/day-to-day/ways-to-bank/online-banking-ideal> 查閱該條款及細則。

謹請注意，若您於生效日期或之後保留及 / 或繼續使用星展電子銀行服務，即表示您同意及接受上述修訂，而有關修訂將對您具有約束力。若您不接納上述修訂，請於生效日期前按該條款及細則所載的終止權利終止您的電子銀行服務。

中英文版本內容有歧異，概以英文版本為準。

星展銀行（香港）有限公司 / DBS Bank Ltd., Hong Kong Branch（於星加坡註冊成立的有限公司）

此乃無須簽署之電腦編印文件。

2024 年 5 月