

BANK ACCOUNTS AND SERVICES TERMS AND CONDITIONS

These Terms and Conditions replace the Packaged Account Terms and Conditions and the Accounts and Related Services Terms and Conditions with effect from 1 July 2014

星展銀行(香港)有限公司
DBS BANK (HONG KONG) LIMITED

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PART I - STANDARD TERMS AND CONDITIONS

A. Introduction

These Terms and Conditions and any terms and conditions set out in the Account Opening Documentation apply to and are binding on the Customer. They apply together with any other terms and conditions and requirements of the Bank applicable to any products and service channels that the Customer uses from time to time ("**Additional Terms and Conditions**").

Part I of these Terms and Conditions applies to all Accounts and Services described in these Terms and Conditions. Sections under Parts II, III and IV of these Terms and Conditions only apply if the Customer uses or applies to use the relevant Account or Service.

Upon new services being introduced in the future, applicable terms and conditions will be introduced by the Bank and will be provided to Customers wishing to use such services.

If there is any inconsistency between these Terms and Conditions, the Account Opening Documentation and/or the Additional Terms and Conditions, preference should be given in the following order:

- (a) Account Opening Documentation;
- (b) Additional Terms and Conditions ;
- (c) these Terms and Conditions.

If there is any inconsistency between the English and Chinese versions of these Terms and Conditions or that of the Account Opening Documentation or any Additional Terms and Conditions or related documents, the English version prevails.

B. General Terms and Conditions

Applicable to all Accounts and Services described in these Terms and Conditions.

1. Definitions and interpretation

- (a) The following words and expressions have the corresponding meanings wherever appropriate.

"**Accounts**" means any accounts described under Sections C to I made available to the Customer. "**Account**" means any one of such accounts.

"**Account Opening Documentation**" means the account opening form and any other document(s) submitted to the Bank for the purpose of opening an Account.

"**Affiliates**" means, in relation to the Bank, (i) any entity controlled, directly or indirectly, by the Bank; (ii) any entity that directly or indirectly controls the Bank or (iii) any entity directly or indirectly under common control with the Bank; and "control" of any entity or person means beneficial ownership directly or indirectly, of more than 50% of the issued ordinary or common share capital (or the like) of the entity or person and "**Affiliate**" shall be construed accordingly.

"**ATM**" means Automatic Teller Machine.

"**Authorised Signatory**" means any person or entity appointed by the Customer and agreed by the Bank to give Instructions to the Bank in relation to any matter regarding the Account(s) and its or their operation.

"**Bank**" means DBS Bank (Hong Kong) Limited and its successors or assigns.

"**Bank Business Day**" means a day on which the Bank is open for business in Hong Kong for at least 4 hours, other than on Saturday.

"**Bank Charges Schedule**" means the applicable schedule of fees, overdraft interest rates and other charges of the Bank, as determined from time to time by the Bank.

"**Bank Personnel**" means the directors, managers, officers, employees, agents, consultants and advisors of the Bank.

"**Branch**" refers to any branch of the Bank in Hong Kong.

"**Card**" refers to (a) an ATM card with ATM functions by which the Customer can access such Accounts as the Bank may determine; or (b) a DBS Octopus ATM Card, being an ATM card with ATM functions (by which the Customer can access such Accounts as the Bank may determine) and Octopus functions (by which the card can function as a stored value card issued by Octopus Cards Limited).

"**Core Current Account**" means the Hong Kong Dollar Current Account which is the principal account within a Packaged Account, from which fees related to the maintenance of the Packaged Account are charged.

"**Customer**" means the person or each of the persons in whose name(s) the Account is opened and held, and, where there are two or more such persons, means each and all of them jointly and severally, and any reference to "Customer" shall, where the context requires, read as "Customers".

"**Customer Service Hotline**" means the telephone service facility made available by the Bank to Customers for the provision of banking services and information.

"**EPS**" means the Easy Pay System Service.

"**Exchange**" means The Stock Exchange of Hong Kong Limited and/or any other foreign stock exchange.

“**Facilities**” includes an overdraft or other facility described in Section J.

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“**HKEX**” means Hong Kong Exchanges and Clearing Limited and any replacement or successor exchange.

“**Instructions**” means any instructions deemed given to the Bank by the Customer (including any Authorised Signatory) through any communication method as the Bank may from time to time determine and offer to the Customer and includes Telephone Instructions.

“**Law**” means common law, principles of equity, and laws made by government including regulations, rule, office directive, request, policies, codes, guidelines or other instruments (whether or not having the force of law), and consolidations, amendments, re-enactments or replacements of any of them from time to time.

“**Losses**” means any or all costs, expenses, taxes, charges, disbursements, liabilities, obligations, penalties, claims, demands, actions, proceedings, judgments, suits, losses or damages of whatsoever nature and “**Loss**” shall be construed accordingly.

“**Member Bank**” means any member banks of the JETCO ATM network, (if applicable) PLUS ATM network and/or (if applicable) China UnionPay ATM network.

“**Minimum Balance Requirement**” means such sum as the Bank sets from time to time as the minimum balance for an Account as shown in the Bank Charges Schedule.

“**Monthly Average Account Balance**” means the average of the daily credit balance of the Account of the Customer with the Bank in a calendar month as determined by the Bank.

“**Order**” means all cheques, bills of exchange, notes, drafts, promissory notes, negotiable instruments and any other payment orders.

“**Overdraft Application**” means an application for an overdraft facility.

“**Packaged Account**” means a portfolio of Accounts made available to the Customer as a packaged account known as a DBS Treasures Account or DBS Account.

“**Phone Banking Services**” means the phone banking services described in Section L.

“**PIN**” means the Personal Identification Number or Telephone Identification Number or password which is the security code for accessing the service channels described in Part IV.

“**PPS**” means the Payment by Phone Service from time to time offered by the Bank.

“**Prime Rate**” means the Hong Kong Dollar Prime Rate from time to time quoted by the Bank.

“**Relevant Authority**” means any relevant governmental, statutory, revenue or other regulatory body, Exchange (including any clearing house or market operated by such exchange), depository or agency whether in Hong Kong or any other jurisdiction, including any such body, depository or agency to whom the Bank has agreed to provide information about or in relation to the Accounts, Services, Customers or payees.

“**Securities**” means all shares, stocks, warrants, covered warrants, bonds, debt instruments, investment funds, interests in any collective investment scheme, and other securities which belong to the Customer and which from time to time are transacted and/or brought within the scope of these Terms and Conditions and which the Bank may from time to time allow to be traded through the Securities Account or Wealth Management Account.

“**Securities Account**” means the account in the name of the Customer opened and maintained with the Bank through which Securities are transacted.

“**Service**” means any services from time to time offered by the Bank subject to or brought within the scope of these Terms and Conditions.

“**sign**” means the placing of a handwritten signature or, in the case of a person unable to write, includes the affixing or making of a seal, mark, thumbprint or chop.

“**Telephone Instruction(s)**” means Instructions that are given to the Bank by telephone facilities (operated by voice or other means) in accordance with such identity verification or other requirements in such manner as the Bank may determine from time to time.

“**Treasures Secured Line of Credit**” means any overdraft facility provided pursuant to Section J.

“**Unincorporated Entity**” means a sole proprietor, partnership or an unincorporated association, club or society.

“**Wealth Management Account**” means the account in the name of the Customer opened and maintained with the Bank through which Securities are transacted and secured credit is granted.

(b) Where the Bank has any right to make any determination or to exercise discretion as regards any matter under these Terms and Conditions, such right or discretion may be exercised by the Bank in such manner as the Bank shall reasonably decide in its sole discretion.

(c) In these Terms and Conditions, where not inconsistent with the subject or context, words suggesting the singular include the plural and vice versa and words suggesting any gender include other genders.

(d) Headings are included for reference only and do not affect the interpretation of any provision of these Terms and Conditions.

(e) References to:

(i) “Customer” or “Customers” include the Authorised Signatories, executors, personal representatives, administrators, successors and permitted assigns and, in the case of a partnership, means each of the present and future partners of the partnership;

(ii) any reference to Account names in these Terms and Conditions is a reference to the Account product as identified in the Account Opening Documentation or otherwise identified in correspondence with the Customer;

(iii) the description or marketing name of the Accounts, products and/or services contained in these Terms and Conditions include a reference to any subsequent changes in the description or marketing name of such Accounts, products and/or services;

(iv) “including”, “such as” or “for example” when introducing an example does not limit the meaning of words to which the example relates to that example or examples of a similar kind; and

(v) a document includes any variation or replacement of it and any reference to any details set out in a document (for example, limits, fees, interest rates or repayment arrangements) is a reference to those details as varied in accordance with it or as otherwise agreed.

2. Eligibility

2.1 We may refuse an application for an Account for any reason.

2.2 Subject to Clauses B2.3 and B2.4, an Account may only be opened if the Customer has reached the age of 11 years.

2.3 A Packaged Account may only be opened if the Customer has reached the age of 18 years.

2.4 For Customers under the age of 18, no cheque book will be issued in respect of the Account.

Subject to the Bank issuing a Card to Customers who have reached the age of 16 years, which may be done at the Bank's discretion, all Customers under the age of 18 may only operate the Account by cash deposit and withdrawal through a Branch.

3. Signature

- 3.1 When signing cheques, Instructions and any other documentation that requires signing, the Customer shall use the same signature as the specimen (in the case of a Packaged Account, the specimen in respect of the Core Current Account) provided to the Bank in the Account Opening Documentation, or otherwise on the Bank's record.
- 3.2 The Customer must notify the Bank of any change to the specimen signature in writing or by such other method as the Bank may from time to time permit.

4. Customer and Authorised Signatory

- 4.1 From time to time, a Customer may appoint one or more Authorised Signatories to give Instructions to the Bank in relation to any matter regarding the Account(s) and its or their operation.
- 4.2 An Authorised Signatory appointed may only give Instructions in respect of Current Account(s), Savings Account(s) and Time Deposit Account(s). Any Instructions in respect of any other types of Account shall only be acted upon at the discretion of the Bank.
- 4.3 The Bank is authorised, until it is notified in writing by the Customer that such appointment is varied or revoked, to accept and act in accordance with such Instructions from the Authorised Signatory as if they were issued by the Customer, even if such Instructions would be inconsistent with or contradict the Customer's earlier Instructions. However, the Bank is not obliged to accept Instructions from the Authorised Signatory in relation to:
- (a) the closure of the Account(s);
 - (b) the issuance of any means or devices which may enable the Authorised Signatory to have access to or operate any of the Account(s) in a manner other than by signature; or
 - (c) any amendment to the Customer's particulars registered with the Bank, including the mailing or residential address.
- 4.4 All appointments, variations and revocations of appointment of Authorised Signatories must be delivered to the Bank in writing and such appointments shall be made by using the specified form prescribed by the Bank, or if the Customer is a corporation, by way of a board resolution in the specified form prescribed by the Bank.
- 4.5 On receipt of variation or revocation Instructions, the Bank will vary or cancel the respective Authorised Signatory's appointment. The variation or cancellation becomes effective within a reasonable time after the Bank accepts the Customer's Instructions.
- 4.6 The Customer and each Authorised Signatory must comply with all applicable Laws.

5. Joint Account

- 5.1 If any Account is a joint account:
- (a) these Terms and Conditions are binding on each and every one of the Customers;
 - (b) the obligation and liabilities of the Customers to the Bank in connection with the Account and Services are joint and several; unless the Bank has agreed in writing that joint account arrangements will apply, each joint account holder comprising the Customer is separately and independently entitled to exercise all rights in respect of that Account

including to open, operate and close the Accounts;

- (c) if prior to acting on any Instructions, the Bank receives contradictory Instructions, at its discretion the Bank may refuse to act unless both/all persons comprising the Customer give consistent Instructions;
 - (d) subject to any applicable laws on the death of a person who is one of the Customer, any credit balance in the Account and other assets, properties and documents deposited in the Account accrues to and is held by the Bank to the order of the survivor(s) without prejudice to any right the Bank may have in respect of, or arising out of any lien, charge, pledge, set-off, counter-claim or otherwise whatsoever and to take any step or legal proceedings at the Customer's expense which the Bank may at its discretion choose;
 - (e) the Bank may deal separately with either/any of the joint account holder Customer on any matter, including the full or partial discharge of liability of either/any of the Customer, without affecting the liability of any other of the Customer;
 - (f) rights of set-off under Clause B40 apply to all Accounts of each of the Customer (whether in single name or in joint names with any other person);
 - (g) no joint account holder is entitled to enforce any rights or remedies under the joint Account until all obligations of any other joint account holders to the Bank in respect of the joint Account have been fully satisfied;
 - (h) any obligation to notify the joint account holder Customer is discharged if the Bank notifies any of them; and
 - (i) notices and communications (including notices of any variation to these Terms and Conditions and any statements) sent to the address the Customer has notified the Bank as the address for receipt of notices and other communications in connection with the Accounts and Services are taken to be given to all joint account holders.
- 5.2 These Terms and Conditions govern the legal relationship between Customers as joint account holders and the Bank exclusively, irrespective of the internal relationship between the joint account holders themselves or their successors. The Customer acknowledges that the Bank need not enquire into the circumstances of any Instructions any joint account holder Customer may give in connection with the conduct of the Account.

6. Non-individual Customers

The Customer represents and warrants that:

- (a) if the Customer is an Unincorporated Entity;
 - (i) the Customer and the proprietor, partners or members of the committee (as the case may be) and any other persons carrying on business in the name of the Unincorporated Entity are jointly and severally liable under these Terms and Conditions; and
 - (ii) the Customer will promptly notify the Bank in writing of any change in the ownership, partnership or membership (as the case may be) or the constitution of the Unincorporated Entity, and, unless expressly notified in writing, the Customer and all persons signing any documents or applications as the proprietor, partners or members (as the case may be) of the Customer continues to be liable hereunder irrespective of any such change;
- (b) if the Customer is a limited company, that:
 - (i) the Customer has been duly incorporated at the place of its incorporation; and
 - (ii) all acts, conditions, things required to be done, performed and observed in order

that these Terms and Conditions constitute legal, valid and binding obligations of the Customer enforceable in accordance with its terms have been done, performed and observed in strict compliance with all applicable laws and the Memorandum and Articles of Association or other applicable constitutional documents of the Customer.

7. Ultimate Beneficiary and trust account

- 7.1 The Customer is deemed to be the principal and ultimate beneficiary of the Account and not acting as agent or trustee of any other person or entity, unless the Customer had expressly notified the Bank in writing that any other person or entity is the ultimate beneficiary of the Account.
- 7.2 The Bank is not required to recognise any person other than the Account holder as having any interest in the Account. If the Bank agrees to open the Account in the Customer's name "in trust" or "as nominee" or using some other similar designation, whether or not for a named third party, the Bank will accept cheques, payment orders and other Instructions relating to the Account from the Account holder only and will not be required to obtain any consent from or see to the execution of any trust for any person, unless the Bank otherwise expressly agree in writing.
- 7.3 If the Bank agrees to open an Account "in trust" for a beneficiary, the Customer undertakes to operate such Account solely for the beneficiary, and the Bank has no obligation to monitor this. The Customer agrees to indemnify the Bank against any loss or liability in respect of operation of the Account by the Customer, including any closing of the Account, and any dispute between the beneficiary and the Account holder and/or any personal representatives.
- 7.4 If the Account is held in the name of 2 trustees, deposits shall be withdrawn and instructions given only by the trustees acting jointly.
- 7.5 If the beneficiary dies, the Bank may close the Account and at its discretion (a) open a new in-Trust Account, which will be operated by you as trustee for the benefit of the deceased beneficiary's estate or (b) pay you as trustee the balance standing to the credit of the Account together with any interest payable thereon and such payment shall be treated as a full discharge of the Bank's obligation under the Account.
- 7.6 Upon the death of the Account holder, the Bank may do any of the following:
- (a) if the Account has more than one trustee, the Bank is authorised to hold any credit balance in the Account to the order of the surviving trustee; or
 - (b) if the Account has no surviving trustee:
 - (i) if the beneficiary is a company or a corporation, or if the beneficiary (being an individual) is 21 years old or older, the Bank will close the Account and release the money in such Account to the beneficiary; or
 - (ii) if the beneficiary (being an individual) is below 21 years old, the Bank will close the Account, release the money in such Account to the personal representatives of the Customer by way of a cheque, cashier's order or telegraphic transfer issued in favour of the Customer's personal representatives to be held in trust for the beneficiary.

Before the Bank agrees to take any of the actions referred to in this Clause B7.6, the Bank may require the Customer's personal representatives to produce certain documents (including the death certificate) as stipulated by us.

8. Account statements

- 8.1 A monthly consolidated statement for all the Customer's Accounts will be sent to the Customer by the Bank unless otherwise requested.
- 8.2 The Customer must examine each statement received and notify the Bank of any error or discrepancy within 90 days of delivery (in accordance with Clause B29). If the Customer does not report any errors or discrepancies, the statement is conclusive and binding upon the Customer (save for manifest error, fraud, or negligence on the part of the Bank or its Personnel).
- 8.3 The Bank may decide not to issue any statement if an Account is inactive, there have been no transactions since the previous statement or where the Bank is not required by Law to do so.
- 8.4 Hold statements/correspondence services are not available, unless by express written agreement. An additional charge may be levied.

9. Responsibilities for security

- 9.1 The Customer must exercise reasonable care, take reasonable precautions and, where any Authorised Signatory, attorney or other agent is appointed by the Customer, establish adequate controls and security arrangements to prevent unauthorised fund withdrawal Instructions or other misuse of or forgery in relation to any Account, Service or any other services or products provided by the Bank.
- 9.2 The Customer must notify the Bank immediately upon becoming aware of any actual or possible unauthorised use, misuse or forgery. The Bank does not assume any liability or responsibility to the Customer or any third party for the consequences arising out of or in connection with such actual or possible unauthorised use, misuse, or forgery, save only for direct losses resulting directly from the negligence or wilful default of the Bank or its employees.
- 9.3 The Bank will never request Account details, PINs or other security codes in unsolicited emails or telephone calls. The Customer or the Authorised Signatory must not disclose the Account details, PIN or other security code if it receives such a request from anyone (even if that person is using the Bank's name and logo which appear to be genuine). The Customer and/or the Authorised Signatory must notify the Bank as soon as possible after receipt of such request.

10. Credit enquiry

The Customer agrees that the Bank may at any time conduct credit enquiries and contact other banks, financial institutions and credit agencies for the purposes of verifying the information provided by the Customer and ascertaining the Customer's financial situation.

11. Deposits

- 11.1 Deposits of cash or cheques may be made:
- (a) at any Branch, accompanied by a completed deposit form and will be acknowledged, normally by a transaction advice bearing terminal validation or authorisation by the relevant Bank's authorised person; or
 - (b) via ATM, the Bank's Cheque Deposit Machine or by drop-in boxes at Branches subject to any applicable requirements of the Bank.
- 11.2 Cheques may also be deposited by post, provided that it should be properly crossed with the account number written on the reverse side. Cash should never be deposited by post. The

Customer agrees to bear all consequences of cash or any cheque being lost or delayed in transit.

- 11.3 Deposit slips are not valid receipts unless validated by the Bank's machine print or by the stamp and initial of the Bank's authorised person(s). If the amount indicated on the deposit slip differs from that of the Bank's later cash count or the actual amount of a cheque, in the absence of manifest error, the Bank's cash count or the cheque amount cleared is final and conclusive. Deposit slips are not documents of title.
- 11.4 The Bank reserves the right at its sole discretion to set a minimum deposit amount, limit the deposit amount, reject a deposit or return a deposit to the Customer. Dishonoured cheques may be returned by post to the Customer, at the Customer's last known address, at the Customer's own risk and expense.
- 11.5 All cheques or drafts accepted for deposit are subject to collection from the drawer, at the Bank's discretion. Drawings on such deposits may only be permitted following collection from the drawer, at the Bank's discretion.
- 11.6 Any cheques, drafts or other Orders which are deposited and returned unpaid are null and void. The Customer is not entitled to interest on that deposit. The Bank may debit the Customer's Account in respect of such deposit, together with all applicable interest charges, any foreign exchange loss and other charges and expenses of the Bank, as described in the Bank Charges Schedule. For foreign currency cheques, interest will only accrue upon collection.
- 11.7 The Bank is entitled to debit from any Account any sum wrongly credited into that Account.
- 11.8 The Customer acknowledges that if it deposits a cheque or submits any other Order to be drawn on a financial institution outside of Hong Kong, that:
- (a) clearance of that cheque and/or Order will depend on the local laws of the relevant jurisdiction; and
 - (b) the Bank is not responsible for the value given to that cheque or Order by the financial institution or any other Loss incurred by the Customer in connection with that cheque or other Order.

12. Withdrawals

- 12.1 Withdrawals can normally be made at any Branch or through designated ATMs. Sums paid from an Account (whether representing principal or interest) will be in the currency of that Account or (at the discretion of the Bank) its Hong Kong Dollar equivalent at the Bank's prevailing exchange rate.
- 12.2 Any payments made by the Bank to a person producing a withdrawal or transfer form purporting to be duly signed by or on behalf of the Customer has the same effect as if made by the Customer personally, provided the Bank has acted in good faith. The Customer must produce such evidence as the Bank may require if any to establish the Customer's identity.
- 12.3 The Bank reserves the right (at its discretion) to:
- (a) impose a limit on the amounts that may be withdrawn;
 - (b) decline to act on any payment or withdrawal request even if there are sufficient funds in the Account, if:
 - (i) the signature on the Instruction or request is different from the specimen signature furnished to us or not drawn in accordance with the signature requirements prevailing at the time of presentation;
 - (ii) the cheque or Order is presented after more than 6 months from the date of its

issuance;

- (iii) the Bank has received or is obliged to comply with any regulatory, judicial or statutory requirement or request not to proceed with the payment or withdrawal request or to effect a payment to any government body or agency or we are served with a court order or other form of legal process requiring us to freeze the Account or to disallow withdrawals; or
 - (iv) funds in the Account have been earmarked for any reason;
- (c) pay to the Customer any amount withdrawn from Accounts by one or more of the following methods:
- (i) cash payment;
 - (ii) a cheque or cashier's order drawn on the Bank;
 - (iii) a demand draft drawn on the Bank's correspondent;
 - (iv) a transfer to an account with any other bank(s) or financial institutions(s); or
 - (v) by such other means as the Bank thinks fit;
- (d) permit the Customer to draw against funds due to be transferred or credited to the Account and as a result the Account becomes overdrawn, the Customer must pay on demand to the Bank the amount (including all charges and overdraft interest) by which the Account becomes overdrawn; and
- (e) decide on the order of payment if several Instructions are presented to the Bank for withdrawal simultaneously.

13. Fund transfer and bill payment services

- 13.1 Transactions involving transfer of funds between the Account and accounts of the Customer and/or third parties held within the Bank and/or with other banks or financial institutions can only be accepted if the necessary arrangements have been established by the Bank. Such fund transfer transactions, wherever practicable, will be processed on the same day or otherwise on the next Bank Business Day at the discretion of the Bank. The Customer may also instruct the Bank to effect payment on another date as specified by the Customer subject to acceptance by the Bank. **The Customer is solely responsible for ensuring correct Instructions (including transferee details) are given. The Bank has no responsibility to verify any information contained in such Instructions.**
- 13.2 The Bank may set limitations on the transaction amount, payment recipient, frequency of use or other features for use of the fund transfer or bill payment services.

14. Authority to debit and credit

- 14.1 All Orders and Instructions must be signed or given by or on behalf of the Customer and given in accordance with these Terms and Conditions.
- 14.2 The Customer authorises the Bank to debit or credit Orders and Instructions received, as applicable, to any Account (whether or not such Account is in credit).
- 14.3 The Bank is entitled to rely and act upon Orders or Instructions that are signed or given by or on behalf the Customer, or appear to the Bank, acting in good faith, to be signed or given by or on behalf of the Customer.

15. Over the counter transactions

The Customer is responsible for examining the transaction advice after each transaction and before leaving the counter to ensure that the appropriate transaction has been carried out correctly. Subsequent rectification of any error may not be possible and is subject to the Bank's discretion.

16. Right to reject transactions, Orders or Instructions

- 16.1 The Bank may reject an Order or Instruction at its discretion with or without prior notice or giving reasons.
- 16.2 Where practicable and subject to these Terms and Conditions, the Bank will notify the Customer of any Orders or Instructions that are refused or dishonoured (whether by the Bank or by a third party). The Bank has no other obligations in respect of refused or dishonoured Orders or Instructions.
- 16.3 Subject to other rights of the Bank under these Terms and Conditions and without prejudice to the generality of Clause B16.1, the Bank may exercise its discretion and not honour any Orders or Instructions where the Customer has an actual or contingent liability to the Bank or where the Bank has notice of any third party's interest in or claim in respect of the relevant Orders or Instructions, including in respect of monies, securities, deeds, documents or property affected by the Orders or Instructions.
- 16.4 Without prejudice to the generality of Clause B16.1, where the Customer is a corporate Customer (whether a sole proprietorship/ partnership firm/ limited company), the Bank is entitled to suspend the operation of all or any Account and/or regard any mandate it holds as being suspended in the event of any notice of dispute within the Customer and/or between the Authorised Signatories and/or the directors/shareholders/partners of the Customer.

17. Value date

The Bank may, at its discretion, determine the effective value date in respect of every transaction made through the Account, other than through the Securities Account. The Bank may approve or reject any payment instructions or cheques drawn, by reference to the actual or projected account balance as at the transaction date.

18. Payment of interest, interest rates and exchange rates

- 18.1 Interest will only accrue on funds including inward remittances which have been successfully credited for value to an Account. All deposit interest rates and exchange rates for currency conversion transaction are at rates determined by the Bank from time to time at its discretion.
- 18.2 **Interest accrues daily on the balance of all interest bearing Accounts of the Customer. The basis of calculation is at the Bank's discretion. Details are available from the Customer Service Hotline and from Branches. Cleared amounts bear interest from the date of receipt. Interest due is credited to the relevant Account at intervals determined by the Bank from time to time. If an interest bearing Account is closed during an interest period, interest will be paid up to but excluding the day of account closure.**
- 18.3 The Bank reserves the right to (at its discretion) pay a lower rate of interest or no interest at all in respect of an interest bearing Account that has a Monthly Average Account Balance below an amount as determined by the Bank from time to time or is closed within 3 months of account opening. The applicable interest rate will be determined by the Bank.

19. Insufficient funds

- 19.1 The Customer must ensure an Account has funds sufficient for the Customer to perform its obligations under these Terms and Conditions and for the purpose of giving and receiving Instructions and Orders.
- 19.2 Unless the Bank has approved an overdraft arrangement or otherwise permits an overdraft at its discretion, no payment, transfer, security or other shares transaction or other Instructions will be carried out if the funds held in the Customer's Account, (together with any available credit facilities) that are required to carry out the same, are insufficient and the Bank is not be liable for any consequences resulting from delay in or non-implementation thereof.

20. Overdrawn Accounts

- 20.1 The Customer is responsible for ensuring an Account is not subject to a debit (or negative) balance. This is known as overdrawing the Account.
- 20.2 An Account will be considered to be overdrawn for at least one day even if the amount overdrawn is received by the Bank the next Bank Business Day.
- 20.3 Overdrafts are not allowed on Savings Accounts.
- 20.4 Overdraft interest and other charges are payable in respect of an overdrawn Account in accordance with the Bank Charges Schedule.
- 20.5 The Bank is not under any obligation to:
- accept any Instruction or allow any withdrawal or transaction or honour any Order drawn on an Account, which would cause an Account to be overdrawn; or
 - in the event that the Account is overdrawn, to transfer funds from any other Account to the overdrawn Account in order to repay the overdrawn amount or to effect a withdrawal or transaction on the Account.
- 20.6 The Customer shall repay the Bank upon demand any overdraft on any Account, including any overdraft approved or permitted under Clause B19.2, and all advances, loans or other financial accommodation, together with interest and charges thereon in accordance with the Bank Charges Schedule and Section J.

21. Foreign exchange transactions

- 21.1 The Bank shall only accept Instructions for currency exchange transactions for such currencies as the Bank may determine from time to time.
- 21.2 The actual exchange rates for currency exchange transactions will be determined by the Bank at the time such transactions are effected. Exchange rates are available by enquiry at Branches or via the Customer Service Hotline.
- 21.3 Withdrawals of foreign currency savings in foreign currency cash require 7 days' advance notice and are subject to availability of the relevant currency.
- 21.4 Coins are not accepted for cash deposits to foreign currency savings accounts.
- 21.5 The Customer acknowledges that, in relation to any foreign currency transaction:
- there may be profits or losses arising as a result of exchange rate fluctuations which shall be entirely for the Customer's account and risk; and
 - it has not received and/or relied on any representation, warranty, undertaking or information from the Bank and/ or any of the Bank's Personnel in respect of such risks.

22. Issue of demand drafts or cashier's orders

- 22.1 Any demand draft or cashier's order requested by the Customer may be collected personally by the Customer or a person authorised by the Customer under the specified application form or an authorisation letter duly signed by the Customer.
- 22.2 Any request for amendment, stop payment, cancellation or refund of a demand draft or cashier's order is subject to the Bank's discretion and to such conditions and fees as the Bank may determine.

23. Bank charges and fees

- 23.1 The Bank may levy fees and charges for the products and services it provides to the Customer. Such fees and charges are shown in the Bank Charges Schedule or such other document as the Bank may notify the Customer from time to time. Copies of the Bank Charges Schedule and such other document are available from the Customer Service Hotline, the Bank's website or any of the Branches. Variations to the Bank Charges Schedule may be made from time to time pursuant to Clause B47.
- 23.2 For a Packaged Account, the Bank may charge an annual fee for maintaining the Packaged Account and an additional maintenance fee in each month where the Monthly Average Account Balance falls below the Minimum Balance Requirement.
- 23.3 The Bank reserves the right to impose deposit charges on credit balances from time to time at its discretion.
- 23.4 The Customer must pay the Bank on demand the fees and charges that may from time to time apply. The Bank is entitled to debit any Account for all fees, charges, costs and other amounts payable by the Customer in any order it chooses. Unless a prior notice has already been given, the Bank will inform Customers of the nature and amount of charges debited to the Account promptly after any such amount is debited.
- 23.5 If the Customer has insufficient funds in any Account in respect of which the Bank is entitled to debit amounts owed by the Customer to the Bank, any delay in debiting the Account does not constitute a waiver or otherwise affect the Bank's rights under these Terms and Conditions.
- 23.6 Under insolvency Law, a person may demand the refund of a payment the Bank has received under these Terms and Conditions. To the extent the Bank is obliged to do so or it agrees to make a refund, the Bank may treat the original payment as if it had not been made. The Bank is then entitled to its rights against the Customer under these Terms and Conditions as if the payment had never been made.

24. Collection costs

The Bank may take reasonable actions to enforce these Terms and Conditions including employing lawyers and/or third party debt collection agents to collect any sums the Customer owes the Bank with advance written notice to the Customer's last known address. The Customer indemnifies the Bank on demand for all reasonable legal and other costs and expenses reasonably incurred.

25. Rebate and commission

The Bank and its agents shall be entitled, without advising the Customer, to accept and retain any profit, rebate, brokerage, commission, fee, benefit, discount and/or other advantage as may be permitted from time to time by the Hong Kong Association of Banks or where applicable any Exchange or any other regulatory body arising from the provision of the Services and/or the handling of transactions.

26. Right to withhold payments

- 26.1 Any sum that may be payable by the Bank to the Customer is subject to all applicable Law, including any withholding tax requirements, foreign exchange restrictions or controls.
- 26.2 The Customer agrees and acknowledges that the Bank may perform, or cause to be performed, withholding of any monies payable to the Customer, deposit any such monies into a sundry or other account and/or retain such monies pending determination of the applicability of such withholding tax requirement, foreign exchange restriction or control.
- 26.3 The Bank is not liable for any Losses that may be incurred by reason of such withholding, retention or deposit.
- 26.4 Where the Bank is required to withhold on payments to the Customer, and pass such amounts to a Relevant Authority and the Relevant Authority requires the Bank to make a deduction or withholding on any payment due to the Customer, the Customer agrees to immediately reimburse the Bank and to be fully responsible for the amount of any such deduction or withholding, including authorising the Bank to deduct such amounts from its Account. The Customer indemnifies the Bank against any loss it suffers or costs it incurs as a result of such deduction or withholding.

27. Recording and document retention

- 27.1 Subject to any applicable Law, the Customer consents:
- (a) to the Bank recording Telephone Instructions, other telephone calls and any other oral instructions from the Customer and an Authorised Signatory; and
 - (b) to the Bank videotaping or recording them on camera at terminals or other facilities through which Instructions are given.
- The Bank may, but is not required to, inform that person when it does so. All such recordings are the property of the Bank and are conclusive evidence of the Instructions given and are binding on the Customer. The Customer confirms that it is authorised to provide consent on behalf of the Authorised Signatory.
- 27.2 The Bank may set retention periods for Customer and other 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 are regarded as of equivalent authenticity and effect as the originals.

28. Suggestions and complaints

If the Customer has any suggestion or complaint regarding the Services provided by the Bank, it can call the Customer Service Hotline or write to the Bank. Complaints will be dealt with in accordance with the Bank's complaint handling procedures.

29. Communication to the Bank

- 29.1 The Customer may communicate with or give Instructions to the Bank:
- (a) in writing duly signed by or on behalf of the Customer delivered in person or by post or facsimile;
 - (b) orally through Phone Banking Services with the Customer's PIN or otherwise over the telephone; or
 - (c) electronically through internet banking services with the Customer's PIN or otherwise via the internet.

29.2 The Customer's communication to the Bank is effective when the Bank actually receives it in legible form.

29.3 The Customer recognises that facsimile, telephone and internet are not secure communication channels and are used at the Customer's own risk.

29.4 Any transactions effected by the Bank on the basis of any communications or Instructions given to the Bank in the manner described above are binding on the Customer, whether or not made by the Customer or with the Customer's authority, knowledge or consent and are subject to these Terms and Conditions and any other applicable terms and conditions of use, rules, procedures or requirements. **Once given, such Instructions cannot be withdrawn or revoked unless the Bank at its discretion consents in writing. The Bank may in good faith rely on such Instructions and is not liable for any Losses.**

The Customer shall on demand indemnify the Bank from any Losses howsoever arising in consequence of the Bank in good faith acting upon or in reliance on the authenticity of any written, oral or electronic Instructions given in the manner described above.

29.5 The Bank is entitled at any time, at its discretion, to refuse to accept or carry out any Instruction, even if a Bank Personnel may have indicated acceptance or willingness of the Bank to accept it.

30. Communication to Customers

30.1 The Bank's notices and communications to the Customer are effective:

- (a) if sent by facsimile at the last facsimile address supplied by the Customer, at the time shown on the transmission report as being successfully sent;
- (b) if delivered personally, at the time of delivery;
- (c) if sent by post at the last address in Hong Kong supplied by the Customer, the 2 days after posting (notwithstanding that the letter may be subsequently returned through the post office undelivered);
- (d) if sent by post at the last address outside Hong Kong supplied by the Customer, 7 days after posting (notwithstanding that the letter may be subsequently returned through the post office undelivered);
- (e) if sent by email or SMS at the last email address or phone number supplied by the Customer, at the time of delivery from the Bank's electronic messaging system;
- (f) if delivered via other electronic means, 24 hours after the Bank sends it; and
- (g) if published in daily newspapers, posted at any Branch, Bank ATM or on the Bank's website, at the time of publication or posting.

30.2 In accordance with Clause B33, the Customer must ensure that the Bank is kept informed of the Customer's most up to date address and other contact details.

30.3 If any communication sent to the Customer is returned to the Bank or if the Bank is otherwise notified that any particular means of communication is no longer effective, the Bank may at its sole discretion cease to use such means of communication until the Customer has updated the relevant contact information. In particular, the Bank will cease to send any statement and transaction advice or confirmation to any address of the Customer upon receiving any returned mail from such address.

31. Hold mail

Hold mail services are not available, unless agreed by Bank at its discretion and subject to

written agreement. An additional charge may be levied.

32. Customer data

32.1 The Customer agrees that the Data Policy Notice, other applicable data policy notices and communications to the Customer concerning his/her/their Personal Data from time to time issued by the Bank applies. A copy of the Bank's Data Policy Notice is available on request at any Branch or from its website (www.dbs.com.hk).

32.2 The Customer agrees that all information (including any personal data) provided to the Bank, or that is obtained from any other sources or that arises from the Customer's relationship with the Bank or any of its Affiliates is subject to the Data Policy Notice and/or such other data policy notices and communications (as may be varied from time to time).

32.3 If the Customer does not want to receive any direct marketing or follow-up regarding products and special promotions from the Bank, please notify the Bank in writing to the Data Protection Officer of the Bank, whose contact details are set out in the Data Policy Notice. No fee will be charged.

33. Change of personal particulars

33.1 The Customer must promptly notify the Bank of any change in:

- (a) the Customer's address(es), telephone and facsimile numbers, email address(es) or other contact information;
- (b) the Customer's particular, circumstances or status, including any change in citizenship, residence or tax residency; and
- (c) (where applicable) the Customer's constitution, shareholders, partners, directors, company secretary or nature of business.

33.2 The Customer accepts sole responsibility for all the consequences of failing to ensure the Bank holds his/her up to date personal particulars including a failure to receive a notice under Clause B30.

34. Loss of seal / chop

If a seal or chop used for operating any Account is lost or stolen, the Customer must immediately notify the Bank in writing. The Bank is not liable for any Losses suffered by the Customer arising from a payment or transaction effected prior to receiving such notification.

35. Anti-money laundering and sanctions

35.1 Notwithstanding any other provision of these Terms and Conditions to the contrary, the Bank is not obliged to do or omit to do anything if it would, or might in our reasonable opinion, constitute a breach of any anti-money laundering, counter-terrorism financing or economic or trade sanctions Laws applicable to the Bank.

35.2 The Customer must provide the Bank upon request with all documents, information and authorisations within its possession, custody or control as reasonably required by the Bank from time to time for opening and maintaining the Account and as necessary in order for the Bank to comply with any anti-money laundering, counter-terrorism financing or economic or trade sanctions Laws or ongoing customer due diligence requirements or regulations applicable to the Bank.

35.3 The Bank reserves the right (at its discretion) to request the Customer to produce identification

documents, such as Hong Kong Identity Card, for the purpose of identity verification before processing any Instruction.

- 35.4 The Customer must promptly notify the Bank in writing of any change in any documents, information or authorisation provided to the Bank, and provide the Bank supporting documents and evidence of any change, if required.
- 35.5 The Customer will cooperate fully in respect of any enquiry that the Bank may make for the purposes of compliance with any applicable law and/or any other reporting and/or withholding requirements of any government) including promptly providing all relevant information, details and/or documents as may be necessary to enable us to comply with the same.
- 35.6 The Customer agrees:
- (a) to exercise its rights and perform its obligations under these Terms and Conditions in accordance with all applicable anti-money laundering, counter-terrorism financing and economic and trade sanctions Laws and ongoing customer due diligence requirements and regulations; and
 - (b) that the Bank may consider, verify or block a transaction, if the Customer or any other person or entity in connection with the transaction becomes a sanctioned person or entity, or upon the occurrence of a match on the Bank's sanction filters and that this may cause a transaction to be delayed or cancelled.

36. Reliability of information

Information (including but not limited to interest rate, exchange rate, stock price and product information) quoted through Phone Banking Services, Customer Service Hotline, Branches, Internet or any other channels is indicative and for reference only. The actual rate or price applicable to a particular transaction shall be as determined or quoted at the time the transaction is entered into.

37. Bank's records conclusive

The books and records of the Bank (in the absence of manifest error) are final and conclusive concerning the status of the Account, including as to any amount due from the Customer to the Bank.

38. Dormant Accounts

- 38.1 The Bank may consider an Account with a balance below the Minimum Balance Requirement to be dormant if no transactions are initiated by the Customer for a period of time as specified in the Bank Charges Schedule.
- 38.2 The Bank may cease to pay interest and/or impose a charge on dormant Accounts at its discretion in accordance with the Bank Charges Schedule.

39. Tax

The Customer agrees to be bound by the terms relating to tax reporting, withholding and associated requirements specified in the Tax Requirements Notice from time to time issued by the Bank, which are incorporated by reference into and shall form part of these Terms and Conditions. A copy of the Tax Requirements Notice is available on request at any branch of the Bank or from its website (www.dbs.com.hk).

40. Set-off right

- 40.1 In addition to all other rights and remedies available to the Bank and without prejudice to any lien, guarantee, mortgage or other security (now existing or established at a later date), the Bank may at any time without notice, combine or consolidate all or any of the Accounts (including fixed deposit accounts, the maturity of which may for this purpose be accelerated by the Bank or any other accounts whether or not they are jointly or severally held), and set off or transfer any such amount standing to the credit of any one or more of such Accounts in or towards the satisfaction of the Customer's obligation, indebtedness and liabilities to the Bank on any Account or other account with the Bank (including any outstanding amount of any Facilities) or in any other respect, whether such liabilities be joint or several, primary or collateral and whether or not such liabilities are in the same currency and the Bank is Authorised to effect (or request the effecting) any necessary transfers and currency exchanges.
- 40.2 The Bank will notify the Customer promptly of any such set-off, combination or consolidation where practicable (including joint accounts), but failure to do so or any delay in doing so does not invalidate the Bank's exercise of such right.
- 40.3 For the purposes of this Clause B40, the Bank may make any necessary currency conversions at the rate it reasonably considers appropriate.

41. Lien

- 41.1 The Bank is authorised to exercise a lien over any or all securities, deeds, documents and other properties of the Customer (or in the case of a joint account, any one of the joint account holders) which (for any reason) is in or which howsoever comes into the possession or control of the Bank.
- 41.2 Without limiting the Bank's other rights, the Bank may set off any such amounts against, or apply the lien as security for, any obligations, indebtedness and liabilities the Customer owes to the Bank. The Bank may sell such property and apply the proceeds of sale, after deduction of expenses, to satisfy any obligations, indebtedness and liabilities owed by the Customer to the Bank provided that such lien shall not (unless with the Customer's express consent in writing) apply insofar as and to the extent that the Customer's property comprises any securities constituting relevant share capital of any listed company.
- 41.3 The Bank will notify the Customer promptly of any such exercise of such rights where practicable, but failure to do so or any delay in doing so does not invalidate the Bank's exercise of such right.

42. Death

- 42.1 Upon death of the Customer, all rights in and to the Account automatically passes and are vested in the Customer's personal representatives who is liable to the Bank for all charges, obligations and liabilities of all Accounts of the Customer. Subject to any applicable legal obligations, the Bank holds any credit balance on such Accounts and other assets, property and documents deposited with the Bank to the order of the Customer's personal representative(s) and may release the same (without any liability or obligations) in accordance with the written Instructions of any such personal representative(s).
- 42.2 **These Terms and Conditions are binding on and enforceable against the heirs, personal representatives, executors and successors in title of the Customer and are binding on and enforceable by the successors in title and assigns of the Bank.**

43. Closure of Accounts

- 43.1 All Accounts must be operated in accordance with these Terms and Conditions and any other applicable requirements of the Bank.
- 43.2 Without limiting Clause B43.5, the Bank may terminate the business relationship between the Bank and the Customer and/or the provision of any product or Services, and close or suspend any Account without obligation to provide any reason, by giving not less than 30 days' prior written notice to the Customer (or, in exceptional circumstances, without notice).
- 43.3 Upon termination of an Account, the Bank has no further obligation to accept or honour any Instructions or Orders drawn, accepted or made by the Customer which may be presented to the Bank, whether such Instruction or Order is dated before or after the Account termination date.
- 43.4 The Bank may close any Account with a zero or negative balance for a period of at least 6 continuous months or for such shorter period as the Bank may prescribe, following not less than 30 days' prior written notice to the Customer.
- 43.5 The Bank also reserves the right to suspend or terminate any Account at any time without giving any notice or reason if:
- (a) any legal or regulatory requirement prohibits or renders illegal the maintenance or operation of the Account;
 - (b) the Customer commits any breach of these Terms and Conditions which, in the Bank's opinion is a material default;
 - (c) the Bank determines that the Customer may refuse to or is unable or unwilling to comply with any of the Customer's obligations to the Bank or that there has been a material adverse change in the circumstances relating to the Customer, including the Customer's legal status, capacity, financial condition or business;
 - (d) a receiver, administrator, liquidator, trustee or analogous office is appointed over all or a material part of the Customer's property;
 - (e) a petition is presented or filed in respect of the Customer in any court of law or before any agency seeking any reorganization, arrangement, composition, readjustment, administration, liquidation, dissolution, bankruptcy or analogous or similar relief under any applicable Law; or
 - (f) the Account is being used or is suspected of being used for unlawful activities such as illegal gambling, money laundering and terrorist financing.
- 43.6 Following any Account closure, the Bank will transfer by such means of remittance as it deems appropriate, to such account (including another Account with the Bank) as it deems fit or post to the Customer a cashier's order or other negotiable instrument (at its discretion) for the net balance less all charges and other outstanding amounts then due to the Bank.
- 43.7 The Bank reserves the right to charge and debit an early closing fee for accounts closed within 3 months after first being opened.
- 43.8 Any closure or suspension of Account or termination of all or any Services is without prejudice to the rights or remedies which may then have accrued or still be accruing to the Bank in respect of any outstanding payments to it, and the Customer remains bound by these Terms and Conditions.

44. Limitation of liability

- 44.1 Unless a Law prohibits the Bank from excluding or limiting its liability or in cases of its negligence or wilful default, neither the Bank nor any Bank Personnel have any liability or

obligation to the Customer or any third party in respect of:

- (a) the use or operation of the Accounts or any other Services whatsoever;
 - (b) the Bank's execution of Instructions given in accordance with these Terms and Conditions or any inability or decision of the Bank not to execute such Instructions received;
 - (c) the Bank's acting in good faith upon any signature, instrument, notice, resolution, request, certificate, report or other document believed to be signed, or any verbal notice, request, instruction or other communication believed to be given, by the proper party or parties;
 - (d) the Bank's exercise or non-exercise in good faith of any of the powers, authorities and discretions vested in the Bank;
 - (e) any mechanical failure; power failure; malfunctioning, breakdown or inadequacy of equipment; interruption, error or delay in connection with the Services;
 - (f) Acts of God, act of terrorism, war, declaration of moratorium or any other causes beyond the control of the Bank;
 - (g) if Telephone Instructions or other Instructions are intercepted or overheard by any third person, provided that the Bank acts in good faith;
 - (h) any delay in presentation of cheques caused by or any loss or destruction of cheques while the cheques are in the custody of any authorised third party through whom such cheques are presented for collection; or
 - (i) any Losses **suffered** by the Customer in any way in connection with these Terms and Conditions including the provision of Accounts and Services.
- 44.2 This Clause B44 applies where the Loss arises for any reason and even if the Loss was reasonably foreseeable or we had been advised of the possibility of the Loss.

45. Indemnity

- 45.1 In addition to any other indemnity set out in these Terms and Conditions and to the fullest extent permitted by Law, the Customer shall on demand indemnify the Bank, any Bank Personnel, and their respective nominees and sub-contractors ("Indemnified Parties") against all Losses of any kind sustained or incurred as a direct or indirect result of the Bank:
- (a) accepting or acting on any Instruction or Order or other communication given in accordance with these Terms and Conditions; or
 - (b) the Customer's breach of these Terms and Conditions,
- except in the case of gross negligence or wilful default of the Indemnified Parties and only to the extent of direct and reasonably foreseeable Loss (if any) arising directly and solely from such gross negligence or wilful default.
- 45.2 The indemnity in this Clause B45 includes without limitation:
- (a) any cost or loss sustained or incurred by the Bank as a result of any discrepancy between exchange rates used when carrying out Instructions;
 - (b) legal fees and other expenses (on a full indemnity basis) which may be incurred by any of the Indemnified Parties; and
 - (c) all actions or proceedings which may be brought by or against any of the Indemnified Parties in connection with the provision of the Services, the maintenance of any Account, the receipt or execution of any Order or Instruction or the exercise or preservation of the Bank's powers and rights under these Terms and Conditions.

45.3 The Bank is entitled to withhold, retain or deduct such portion from the Customer's assets in the possession or control of the Bank or such amount(s) from any of the Customer's accounts with the Bank as it determines to cover any amount which may be owed by the Customer under Clause B45.1.

45.4 This Clause B45 continues to have effect notwithstanding the termination of these Terms and Conditions, the Account and/or the Services.

46. Further assurance

46.1 The Customer shall at the request of the Bank, promptly execute and deliver such documents and perform such acts as the Bank (or its nominee or agent) may request to allow the Bank to provide the Services and operate these Terms and Conditions.

46.2 Failure to comply may result in discontinuance of Services, delay, additional costs or requirements and/or other consequences in relation to the provision of such Services.

47. Amendments

The Bank reserves the right at its discretion to review, add to, delete or otherwise change any of the Services (as well as related operating and other requirements), the Bank Charges Schedule and/or these Terms and Conditions from time to time. For changes to these Terms and Conditions which shall result in an increase in the fees or charges payable by the Customer and/or the liabilities and obligations of the Customer, the Bank shall give at least 30 days' prior notice to the Customer unless such changes are not within the Bank's control. In other cases, reasonable notice shall be given. Such notice may be given by such means as the Bank at its discretion sees fit. **Any Customer who does not close his relevant Account(s) prior to the effective date of any changes is deemed to have agreed to such changes.**

48. Illegality and Severance

48.1 These Terms and Conditions shall not operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by Law.

48.2 If at any time any of these Terms and Conditions are found to be or become illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining Terms and Conditions are not affected or impaired thereby.

49. Assignment

49.1 These Terms and Conditions are for the benefit of the Bank and its successors and assignees, despite any change due to merger, amalgamation, consolidation or otherwise in the Bank or its constitution or in any such successor or assignee.

49.2 The Customer confirms and agrees, in advance, that the Bank may assign or otherwise transfer any of its rights and/or obligations under these Terms and Conditions and in respect of any related services, transactions and/or related documents and may deliver the same to the successor, assignee(s) or transferee(s), who shall become vested with and entitled to all the rights and/or obligations formerly vested in the Bank.

49.3 The Customer may not assign or transfer any right or obligation under these Terms and Conditions to any third party without giving the Bank prior notice and obtaining the Bank's consent in writing.

50. No waiver

No provision of these Terms and Conditions can be waived, altered, modified or amended in any respect unless it is in writing and signed by a Bank Personnel.

Any forbearance or delay by the Bank in exercising any right or remedy is not treated as a waiver of such right or remedy and any single or partial exercise of any right or remedy does not prevent its further exercise. No course of dealing between the Customer and the Bank nor any particular waiver is deemed a waiver in any other instance. The Bank's rights, remedies and entitlements continue in full force and effect until they are specifically amended or waived in writing by the Bank.

51. Governing law and jurisdiction

51.1 These Terms and Conditions are governed by and construed in accordance with the Law of Hong Kong and the Customer irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.

51.2 The Bank is not responsible for the effect of any laws, regulations governmental measures or restrictions of any relevant country which may be applicable to any multi-currency Account or to the assets of the Bank relating thereto; and the Customer accepts all the risks of or arising from any such laws, regulations, governmental measures and restrictions.

51.3 Multi-currency Accounts and foreign exchange transactions are subject to any applicable exchange control Law.

PART II - ACCOUNT RELATED TERMS AND CONDITIONS

C. Current Account

This Section C of Part II is applicable to Hong Kong Dollar Current Account, Hong Kong Dollar Save & Cheque Account and US Dollar Current Account.

1. Cash withdrawals

Cash withdrawals can be made by presenting the Customer's cheque or a withdrawal or transfer slip in such form as the Bank may prescribe.

2. Manner of using cheques

- 2.1 Cheque books must be kept in a safe place and not be available to unauthorised persons. Before using any new cheque book, the Customer should count the number of cheques carefully and examine the account name (if any), and account number to ensure it is correct. Any irregularities should be immediately reported to the Bank.
- 2.2 When drawing cheques, the words and figures must be written distinctly, in permanent ink and in such a manner as to prevent unauthorised alteration. The word "only" should be added after the amount stated in words. Only Arabic numerals should be used for figures.
- 2.3 Alterations on cheques must be authenticated by the full signature of the Customer near the alteration. As cheques using initials or abbreviations can be easily altered, the Bank may not accept such cheques unless specific previous written arrangements have been made. **The Bank will not be responsible or liable for any Losses arising from alterations which cannot be readily detected.**
- 2.4 To help avoid fraud, the Customer should never issue blank cheques or signed but incomplete cheques to any person. It is safer if cheques are always crossed and not made out to bearer.
- 2.5 When a cheque is lost or stolen, the circumstances must be immediately reported to the Bank. **The Bank shall not be responsible if the payment has been made before the Bank receives and has had a reasonable opportunity to act upon such report.**

3. Stop payment

- 3.1 The Customer may instruct the Bank to stop payment of a cheque in writing or by telephone or by such other means as determined by the Bank from time to time, provided that the cheque has not already been encashed, transferred or paid into another account at the Bank (or through any other bank).
- 3.2 In acting on any such Instructions, the Bank:
 - (a) has no obligation to verify the status of the cheque; and
 - (b) shall not be liable for any Losses howsoever arising as a consequence of exercising the Customer's Instructions in good faith;and the Customer agrees to indemnify the Bank for any Losses suffered or incurred by the Bank as a result of so acting.
- 3.3 Charges payable by the Customer for stop payment Instructions are as set out in the Bank Charges Schedule.

4. Request for cheque books

- 4.1 The Customer may only request a new cheque book by means acceptable to the Bank. The Bank may, at its discretion, refuse the issue of a cheque book.
- 4.2 The Bank may deliver new cheque books by post to the Customer's last known address at the cost and risk of the Customer. If the Customer does not inform the Bank of any non-receipt within a reasonable period from the date of application, the Bank will assume that the cheque book has been received by the Customer.

5. Validity of a cheque

The Bank will not encash a cheque which is dated more than six months prior to the date of presentation. The Bank will not accept or pay post-dated cheques. If a cheque is incorrectly completed, altered without authorisation, out of date or post-dated, the Bank reserves the right to return it to the payee and impose a charge in accordance with the Bank Charges Schedule.

6. Recording of cheques

- 6.1 Cheques drawn by the Customer which have been paid may, once recorded in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited ("HKICL") for such period as is required by Law and then either the collecting bank or HKICL may destroy them.
- 6.2 The Bank is authorised to contract with collecting banks and HKICL in accordance with Clause C6.1.

7. Ownership of cheque books

Cheque books remain the Bank's property and must be returned immediately upon request. The Bank may at its discretion destroy any cheques or documents relating to the Account.

8. Overdraft facility

- 8.1 At the request of the Customer, the Bank may, at its discretion, grant an overdraft facility either secured against assets the Customer places with the Bank or on an unsecured basis. Where the overdraft is secured against the Customer's assets, the overdraft limit may be adjusted at the Bank's discretion, upon changes in the valuation of such assets.
- 8.2 Any overdraft is subject to the Bank's overriding right of repayment on demand in accordance with Clause B20.
- 8.3 Cheques and auto-debits drawn on the Customer's Account may be paid notwithstanding that there may be insufficient funds in the Account of the Customer to meet the payments.

D. Savings Account

Except as otherwise stated, this section D of Part II is applicable to Statement Savings Account, Hong Kong Dollar/Multi-Currency Savings Account, Renminbi Savings Accounts or a New Generation Savings Account.

1. Account statements – Statement Savings Accounts

All transaction details of Statement Savings Accounts, are included in the monthly consolidated statement as described in Clause B8 and which is sent to the Customer by the Bank unless requested otherwise. The remainder of this Section D does not apply to Statement Savings Accounts.

2. Passbook

The Customer may be provided with a passbook in respect of a Savings Account (other than a Statement Savings Account), which must be presented for every withdrawal and updating of any unposted transactions. The passbook should only be used by the Customer as the person to whom the passbook is issued. It is not transferable and the Customer is not permitted to pledge it as security. Entries may only be made in the passbook by the Bank.

3. Passbook updating and examination

3.1 The passbook must be presented to the Bank for regular updating of any unposted transactions. The Customer may ask a third party to present the Customer's passbook solely for the purpose of updating unposted transactions on the passbook. Unless the Bank has notice of fraudulent activities or has been given notice in accordance with Clause D6 below, the Bank is entitled to deem any third party presenting the Customer's passbook for updating as duly authorised by the Customer for that purpose. Nonetheless, the Bank may, at its sole discretion, decide not to accept instruction from any third party to update the Customer's passbook.

3.2 The passbook is for the Customer's reference. It does not necessarily indicate the most up-to-date balance of the Savings Account, because deposits may have been made or fees and/or charges may have been deducted without being reflected in the passbook since the passbook was last updated by the Customer.

3.3 The Customer must examine the updated passbook and/or any statement showing a breakdown of any consolidated entry in the passbook (as referred to in Clause D4 below) and notify the Bank of any error or discrepancy within 90 days of the date of the relevant transaction. Unless any errors and discrepancies are so notified, the passbook record of the Bank is conclusive and binding upon the Customer.

4. Consolidated statements of unposted transactions

4.1 When the number of unposted transactions exceeds any threshold set by the Bank, all such unposted transactions will be consolidated as one single entry, which will be shown on the passbook when it is next presented to the Bank. Individual items will not be updated on the passbook in these circumstances. The threshold is set by the Bank at its discretion and may change from time to time.

4.2 The Customer may request in writing and on payment of the Bank's handling charge, seek a statement detailing each unposted entry within a particular period.

5. Deposits and withdrawals

5.1 Cash withdrawal requests must be made at a Branch upon production of the passbook and by presenting a completed withdrawal slip of the Bank, signed with a signature corresponding to the specimen signature of the Customer. The Bank may but is not obliged to accept any cash withdrawal requests made by a Customer without production of the passbook at its discretion. Withdrawal may not be made by cheque or other negotiable instrument.

5.2 Any payments made by the Bank to any person producing a withdrawal slip of the Branch purporting to be signed by the Customer has the same effect as if made by the Customer personally and discharges the Bank from all liabilities to the Customer or to any other person. The Bank may but is not obliged to refuse such third party payment at its discretion.

6. Notification of passbook loss

The Customer must give immediate notice in writing to the Bank of any theft, loss or destruction of the passbook for the Account. The Bank has no liability for any payment made prior to receiving such written notice and having reasonable time to act on it. The Bank will only issue a new passbook with a new account number upon receipt of a signed indemnity and provided a full search and inquiry has taken place, to the satisfaction of the Bank. A charge for issuing a replacement passbook (shown in the Bank Charges Schedule) may be levied.

The following provisions of this Section (D7-D8) apply to a New Generation Savings Account.

7. Photo imaging

7.1 A Customer can choose his/her photo to be reproduced on the cover of a passbook. The Bank may refuse any photo for imaging at its sole discretion, without giving reasons. Photos with violent, sexual, pornographic or unhealthy elements or a third party's photo without the image of the Customer or other unsuitable subjects will not be accepted.

7.2 The photo imaging service is intended for customer's personal images and the Customer agrees that any photo submitted will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless the Customer has permission from the rightful owner of the photo. Reproduction of images from famous companies and/or with celebrities without express written consent will not be accepted by the Bank.

7.3 The Bank or the Bank staff is not responsible for any damage to the photo supplied.

8. Imaged sticker

8.1 The imaged sticker of the photo shall be affixed on the cover of the Passbook or wherever appropriate as determined by the Bank.

8.2 The arrangement for collection of the imaged sticker and photo submitted for imaging by the Customer's authorised agent is at the Customer's sole risk and the Bank has no obligation or liability.

8.3 The Customer agrees if the photo submitted and imaged sticker are not collected by the specified collection times the Bank may dispose of them without prior notice or liability to the Customer.

E. Time Deposit Account

This Section E of Part II is applicable to Time/Call Deposit Account in such currencies as the Bank may permit.

1. Deposit period and maturity date

- 1.1 The deposit period is the duration of the deposit that the Customer agrees with the Bank prior to or at the time of making the deposit. The deposit may not be withdrawn prior to the maturity date without the Bank's consent.
- 1.2 If the maturity date for a deposit falls on a day other than a Saturday or a Bank Business Day, it will be postponed to the next Bank Business Day and the interest shall accrue accordingly.

2. Interest rate

The interest rate throughout the deposit period will be simple interest at the rate determined by the Bank on the first day of the deposit period. Interest is calculated up to but excluding the maturity date.

3. Payment on maturity

On maturity, the proceeds of the deposit (including any accrued interest) will be dealt with in accordance with any Instructions then held by the Bank, requesting that the proceeds be:

- (a) renewed, either principal plus any interest or principal only, for the same deposit period or for a different period;
- (b) credited, in whole or in part, to one or more savings or current Accounts with the Bank; or
- (c) disposed of in other ways agreed by the Bank as instructed.

4. Automatic renewal

Unless the Bank has received a valid Instruction, on or before the date of maturity of the deposit, the Bank reserves the right (but has no obligation) to re-deposit the total amount of the deposit including principal and interest for the same deposit period, at the then applicable interest rate.

5. Premature withdrawal

If a Customer requests withdrawal of a deposit prior to its maturity date, the Bank may at its discretion permit such early withdrawal. No interest shall accrue in respect of any such deposit and the Bank will charge a fee as set out in the Bank Charges Schedule for such premature withdrawal. The Bank will deduct such fee from the principal of the deposit.

6. Overdue deposits

If the Bank receives no disposal Instructions by the maturity date on a deposit which is not to be renewed automatically, the Bank will hold the deposit at the disposal of the Customer pending receipt of Instructions. Interest on the maturity date and thereafter will accrue on the principal amount only, as follows:

- (a) for Hong Kong Dollar deposits, interest from maturity until disposal will be paid at the Bank's applicable prevailing standard savings rate specified by the Bank; and

- (b) for foreign currency deposits:

- (i) interest from maturity until disposal will be paid at the Bank's applicable foreign currency savings interest rates in respect of the relevant currency concerned;
- (ii) the Bank reserves the right not to pay interest from maturity until disposal if the Bank is unable to quote a 24-hour call deposit rate for the currency concerned; and
- (iii) the interest accrued will be paid or credited into such Account the Customer may instruct.

7. Advice

The Bank will provide customers with a receipt or advice for all time deposits. The advice is only evidence of the deposit and not a document of title and must not be pledged as security.

F. Regular Savings Plan

This Section F of Part II is applicable to any type of savings plan offered by the Bank from time to time (a "Plan").

1. Subscription

1.1 The Plan may be subscribed in:

- (a) such currencies;
- (b) with such initial deposit; and
- (c) followed by such minimum monthly contributions (the "Payment"), as are determined by the Bank.

1.2 If the Plan is closed within three months of the date of its opening, the Bank may, at its discretion, levy a service charge to the Plan and no interest may be paid by the Bank.

2. Payment

Each Payment should be paid to the designated Account of the Plan on or before the same day of each month (the "Due Day") until maturity of the Plan. The Payment, Due Day and maturity are specified on the inner page of the passbook. Should the Due Day in any month fall on a non-Bank Business Day, the Payment is due on the next Bank Business Day.

3. Interest payment

- 3.1 Provided each Payment is paid by the Due Day, interest accrues daily and is credited to the Plan at maturity at the applicable rate determined by the Bank at the commencement of the Plan. The interest rate is normally specified on the inner page of the passbook. After maturity, no interest accrues.
- 3.2 Interest does not accrue for any Payment made before the Due Day of each month during the period until the Due Day.
- 3.3 If any Payment is received later than the Due Day, no interest accrues on that Payment until it is received by the Bank.
- 3.4 If any Payment has not been received in full within 36 days [from the Due Day, the Plan may be closed without notice. No further interest will then accrue after the Due Day and the total interest payable shall be reduced by 50%.

4. Early termination

The Customer may not terminate the Plan prior to its maturity. The Bank may, at its discretion agree to terminate the Plan prior to maturity. However, if early termination is agreed, the Bank reserves the right to levy an early termination charge and determine the amount of accrued interest to be paid at the time of termination of the Plan.

G. Automatic Fund Flow Service (For DBS Treasures Only)

This Section G of Part II is applicable to the automatic fund flow service ("AFF") offered only to Customers holding a DBS Treasures account.

1. Operation

The Bank operates the AFF in accordance with the DBS Treasures Service Guide, which is available at Branches. The Customer should review the DBS Treasures Service Guide before operating the AFF.

2. Automatic fund flow

The Customer is solely responsible for setting suitable minimum retained balances under the AFF so as to ensure direct debits, standing orders, cheques and other items can be met. The Customer is required to pay all applicable fees, interest and charges that apply if, for any reason, an overdraft arises.

H. Securities Account

Please refer to the Investment Products Consolidated Terms and Conditions for terms and conditions applicable to the use of Securities Account service.

I. Wealth Management Account

Please refer to the Wealth Management Account Terms and Conditions for terms and conditions applicable to the use of the Wealth Management Account service.

PART III - LOANS RELATED TERMS AND CONDITIONS

J. Secured Loan Facilities

This Section J of Part III is applicable to Treasures Secured Line of Credit, Secured Line of Credit, Mortgage Overdraft Facilities, Automatic Secured Line of Credit and/or other overdraft facilities (the "Facilities") in respect of any Account.

1. Interest calculation and payment method

- 1.1 The Bank will calculate and charge interest based on the outstanding amount of the Facilities and on a 365/360 days per year basis depending on the currency of the loan. For Treasures Secured Line of Credit, Secured Line of Credit, Mortgage Overdraft Facilities and Automatic Secured Line of Credit, interest is calculated and charged on a 365 days per year basis. The interest is accrued daily and charged to the Facilities account monthly in arrears. Interest charged can be settled by cash on the date specified by the Bank or rolled over to the outstanding balance.
- 1.2 In relation to Automatic Secured Line of Credit, the Bank will charge interest on the outstanding debit balance to the Facility which is secured by Hong Kong Dollar Deposits at a deposit rate of the secured deposit plus 2% per annum or at Prime Rate whichever is higher. For automatic overdraft secured by foreign currency deposit, the Bank will charge interest at Prime Rate plus 2% per annum.

2. Excess overdraft interest

The Bank will calculate and charge a default interest rate at the Bank's prevailing Prime Rate plus + 9% per annum:

- (a) on any outstanding amount of the Facilities which exceeds the applicable overdraft limit, from the date on which such excess was incurred up to the date of actual payment of such excess; and
- (b) on the amount of the utilised facilities, if the Facilities expire or are not renewed from the date of such expiry or non-renewal up to the date of repayment, and the Bank will inform the Customer if such default rate is applied.

3. Security

- 3.1 If the Customer is granted any Facilities, then in consideration of the Bank providing the Service and granting or continuing to provide the Facilities to the Customer, the Customer as beneficial owner, hereby charges by way of first fixed charge, pledges and assigns in favour of the Bank the Secured Assets as a continuing security for payment by the Customer of the Secured Indebtedness (the "Security"). For this purpose:

"Secured Assets" comprise:

- (a) EITHER
- all sum(s) (in any currency) from time to time deposited by or for the benefit of the Customer in any Account(s) specified in the application form for any Facilities, including additions to or renewals or replacements of such sum(s) (and any deposits with the Bank wholly or partly derived therefrom) and all interest from time to time accruing or payable thereon;
- OR

all sums (in any currency) from time to time standing to the credit of or for the benefit of the Customer on any deposit or other Account with the Bank (including additions to or renewals or replacements of such sums (and any deposits with the Bank wholly or partly derived therefrom) and all interest from time to time accruing or payable thereon) unless and to the extent otherwise expressly agreed in writing when the Facilities are granted; and

- (b) all Securities (including stocks, shares, bonds, debentures, certificates of deposit, equity linked deposit or notes, warrants, futures, options, funds, unit trusts, notes, structured investment deposits or other investment products or securities of any kind whatsoever) which, are for the time being or from time to time held by, deposited with or in the possession of the Bank or its agent, representative or its nominee(s), by the Customer (or any person for the Customer's account) whether for safe custody, collection, security or otherwise and whether in Hong Kong or elsewhere, together with all further or additional dividends, distributions, bonuses, benefits, rights and entitlements accruing or deriving therefrom or attaching thereto (all of which are hereinafter called the "Charged Securities").

"Secured Indebtedness" comprises all monies (in whatever currency) which the Customer is now or may at any time hereafter be indebted or liable to the Bank howsoever arising in respect of the Facilities, whether alone or jointly with any other person or persons whomsoever together with all reasonable legal and other costs, charges fees and expenses whatsoever which the Bank may reasonably incur in enforcing or preserving the Bank's rights in respect of the Facilities and/or under this Security or attempting to do so.

- 3.2 The Facility will be available for drawing, subject to delivery of a duly executed security document over the Secured Assets, in a form acceptable to the Bank, as follows:
- (a) For own cash deposits, securities and other securities - "Charge over cash deposits and shares and other securities (own debt)";
- (b) For third party cash deposits, securities and other securities - "Charge over cash deposits and shares and other securities (3rd Party)";
- (c) For mortgage - "Charge on Property (Mortgage Deed)"; or
- (d) Others - such form of charge as the Bank may require.
- 3.3 The Customer hereby irrevocably appoints the Bank to be the Customer's attorney and in the name and on the Customer's behalf and as the Customer's act or deed or otherwise, without any reference to or consent from the Customer, to take all steps, execute all documents and to do all things the Bank considers fit for the full exercise of all or any of the Bank's powers in relation to the Facilities or the Secured Assets.
- 3.4 The Customer undertakes, so long as this Security remains in effect to maintain all rights and title to the Secured Assets and not, without the Bank's prior written consent to withdraw, sell, transfer, charge, pledge, assign or otherwise dispose of or deal with any Secured Assets or grant or allow any third party rights or claims to arise over or against any Secured Assets.
- 3.5 If:
- (a) the Bank (at its discretion) demands repayment or if the Customer has failed to pay any Secured Indebtedness when due or is in default under any of these Terms and Conditions; or
- (b) the Customer admits inability or is unable to pay debts as they become due; or
- (c) any bankruptcy, insolvency or composition of the Customer or similar actions exist or are threatened; or
- (d) any legal proceedings or process is threatened, levied or enforced against any of the Customer's assets,

the Bank may, without notice or any other action, appropriate, realise and/or sell all or any part of the Secured Assets, at any time in such way as the Bank may decide, free and clear any interests, claims, rights, equities or other entitlements, in or towards settlement of the Secured Indebtedness. The Customer shall have no rights or entitlements against the Bank in respect of any Losses or other consequences arising out of such appropriation, realisation or sale, howsoever the same may have arisen.

- 3.6 The Bank may place the proceeds of any such appropriation, realisation or sale of Secured Assets in a suspense account, with a view to preserving the Bank's right in case of actual or threatened proceedings in (or analogous to) bankruptcy, insolvency, winding-up, liquidation or composition. Such proceeds may also be applied by the Bank to any of such accounts, obligations or liabilities of the Customers at its sole discretion, from time to time conclusively determines.
- 3.7 If any Secured Indebtedness is not denominated in the same currency as any Secured Assets, the Bank may calculate the conversion at the Bank's exchange rate then in force (as conclusively determined by the Bank) for the currency of the Customer's liability against the currency in which the relevant Secured Assets are denominated. If the Secured Assets are denominated in a foreign currency, the Bank shall convert any such amounts into Hong Kong dollars, using its exchange rate then in force (as determined by the Bank at its sole discretion).
- 3.8 No payment to the Bank (whether pursuant to any court order, judgement or otherwise) shall discharge any obligation of the Customer unless and until the Bank shall have received payment in full in the appropriate currency. To the extent that any such payment received shall on actual conversion, fall short of such amount due in the currency of payment, the Customer shall be separately liable and the Bank may enforce this Security to recover the amount of such shortfall.
- 3.9 This Security:
- (a) shall be a continuing security and shall cover and secure the total Secured Indebtedness from time to time owing to the Bank by the Customer and shall remain binding despite the Customer's death, bankruptcy, insolvency, incapacity or any payment or other settlement of account or any other matter whatsoever;
 - (b) is in addition to and may be enforced despite any mortgage, guarantee, indemnity, pledge, lien, bill, note, charge, debenture, security or other right, power or remedy now or from time to time available to the Bank; and
 - (c) shall be in addition to and shall not in any way prejudice, or be prejudiced by, or merge with, any mortgage, charge, equity, encumbrance, guarantee, indemnity or other collateral whatsoever now or hereafter held by the Bank as security in respect of the Secured Indebtedness or any other of the Customer's liabilities or any part thereof or any lien to which the Bank may be entitled.
- 3.10 Any release, discharge or settlement between the Bank and the Customer shall be conditional upon no security, disposition or payment to the Bank by the Customer (or any other person) being rendered invalid, avoided, reduced or repaid pursuant to any provisions or enactments relating to bankruptcy, liquidation, winding-up, insolvency (or analogous events) and the Bank in such cases, shall be entitled to retain this instrument for such period as it may determine and, if such condition is not fulfilled, the Bank shall be entitled to enforce the security hereunder subsequently as if such release, discharge or settlement had never occurred.
- 3.11 If the Customer comprises more than one person, this Security creates a security over the Secured Assets to the full extent of their respective interests therein and no such persons shall have any rights or remedies of a surety in connection with the Customer's obligations.
- 3.12 This Security may be released as follows if the Bank is, in its absolute discretion, satisfied that:
- (a) all Secured Indebtedness has been paid or satisfied in full and no further Secured

Indebtedness may be incurred; or

- (b) acceptable security or an acceptable guarantee for the Secured Indebtedness has been provided in substitution for the Secured Assets;

then, subject to Clause J3.10, the Bank at the request and cost of the Customer execute such deeds and do all such things as may be necessary to release the Charged Securities and the Deposit from this Security.

- 3.13 Upon any sale of the Charged Securities or any part thereto made by (or on behalf of) the Bank, a statutory declaration by any officer of the Bank that the power of sale has become exercisable shall be conclusive evidence of the fact in favour of any purchaser or other person to whom any of the Charged Securities may be transferred under such sale.
- 3.14 If the Customer fails to comply with these Terms and Conditions, the Secured Assets are then at risk and the Bank may take possession and/or realise the Secured Assets.
- 3.15 If the Secured Assets are provided by a third party, the Bank may provide that third party with copies of all relevant documentation evidencing the Facilities as well as formal demands and statements of account and similar information in relation to the Facilities.

4. Overdraft limit

- 4.1 The Facilities shall be subject to such overdraft limit as the Bank at its discretion shall from time to time determine. The total Facilities outstanding must not exceed the approved overdraft limit and/or the current market value of the Secured Assets multiplied by the lending ratio applicable from time to time. Whenever this requirement is not satisfied, the Bank may:
- (a) reduce the Facilities limit; and/or
 - (b) request the Customer to deposit additional securities or funds immediately into the Facilities account,
- so that such requirement is met, failing which the Bank may demand immediate repayment. The Bank's lending ratio will differ for various types of Secured Assets and may be varied from time to time. For details, please contact the Bank's customer service hotline or any branch.
- 4.2 The Bank may, in its sole discretion, allow the Customer to draw in excess of the approved overdraft limit and if it does, this is not a waiver of the Bank's right to require the Customer to maintain the Facility within the approved overdraft limit.

5. Payments from the Secured Assets

All interest, dividends, distributions and other payments or monies whatsoever made, paid or payable in respect of any Secured Assets shall be paid to the Facilities account (notwithstanding any contrary instruction given by the Customer) and shall be applied to or towards repayment of the Facilities.

6. Effect on guaranteed returns/other product benefits

Where the Secured Assets include any benefit or return that is conditional (e.g. a condition that the Secured Assets are held until maturity), the Customer understands and accepts that by charging the Secured Assets, the Customer will no longer have control over the Secured Assets and following a default the Bank is fully entitled to realise the Secured Assets at any time, without prior notice and so any such benefit or return may not be realised.

7. Confirmation letter

A confirmation letter will be issued to successful applicants (other than applicants for Automatic Line of Credit):

- (a) stating the amount of the Facilities approved; and
- (b) confirming the final applicable interest rate, lending ratio and any applicable handling charges.

8. Availability

- 8.1 The Facility is revolving. Subject to these Terms and Conditions, any amounts utilised within the Facility limit and repaid may be utilised again.
- 8.2 The Bank may at any time refuse further utilisation of the Facilities without giving any reason, even if the maximum amount of the Facilities has not been utilised.

9. Periodic review

In addition to the Bank's customary overriding right of repayment on demand, the Bank may carry out periodic reviews of the Facilities. The Bank has no obligation in respect of such review but will notify the Customer if the Bank decides to discontinue the Facilities. If renewed, the Facilities will remain subject to the provisions of these Terms and Conditions.

10. Replacement of prime based interest rate

- 10.1 In respect of Facilities denominated in Hong Kong Dollar, if the prevailing Hong Kong Dollar Inter-bank Offered Rate ("**HIBOR**") is higher than the Prime Rate, at the Bank's discretion, the Bank may adopt the prevailing HIBOR rate in place of the Prime Rate, as the basis of interest rate determination.
- 10.2 In respect of Facilities denominated in US Dollar, if the prevailing US Dollar Inter-bank Offered Rate ("**LIBOR**") is higher than the USD Prime Rate, at the Bank's discretion and without notice, the Bank may adopt the prevailing LIBOR in place of the USD Prime Rate, as the base of interest rate determination.

11. Credit references

- 11.1 The Customer authorises the Bank to contact all relevant parties including any credit reference agency for verification of information provided and/or to obtain any other information from time to time as it deems reasonably necessary, without further reference to or consent of the Customer.
- 11.2 In relation to consumer credit, Customer has the right to:
 - (a) request to be informed which items of data are routinely so disclosed to credit reference agencies or debt collection agencies;
 - (b) request to be provided with further information to enable an access and correction request to be made to the relevant credit reference agency or debt collection agency; and
 - (c) ask the Bank to request the relevant credit reference agencies to delete data of Customer's Facilities Account once the Facilities Account has been fully repaid and terminated, if there is no payment default in excess of 60 days in the past 5 years from the account termination date. If Customer has any such payment default, Customer is liable to have the Facilities Account data retained by the relevant credit reference

agencies until 5 years from the final settlement date of the default amount.

12. Cancellation rights

Once processing has commenced, the Customer may not cancel the Overdraft Application but may in writing enquire the possibility of cancellation, but it is at the Bank's discretion to allow any cancellation. If cancellation is possible, the Customer shall pay to the Bank all costs and expenses in connection with the cancellation on case by case basis.

13. Overdraft Application enquiry

- 13.1 To allow the Customer to make telephone enquiries, the Customer hereby agrees that if the enquirer gives the Customer's correct Hong Kong Identity Card number and the overdraft limit applied for (to within the nearest thousand dollars), the Bank is authorised to disclose by telephone:
 - (a) loan approval status (approved, pending or declined); and
 - (b) if approved, details of the Facility.
- 13.2 The Bank shall be under no obligation to verify the enquirer's identity further and **the Bank shall have no liability for any Losses that the Customer may suffer (if any) if such disclosure is made to any person other than the Customer in accordance with this procedure.**

14. Repayment

The Customer will repay to be Bank all amounts borrowed under the Facility on demand in accordance with Clause B20.6, including all fees, charges and interest owing under this Section J.

15. Payments

- 15.1 All sums payable by the Customer to the Bank shall be paid without set-off, counterclaim or any other restriction or condition and free and clear of any tax or other deduction or withholdings of any nature.
- 15.2 Any moneys received by the Bank in respect of any of the Customer's liabilities to the Bank, howsoever arising may be applied to such liabilities as the Bank may in its absolute discretion determine, or be paid into and held in a suspense account for so long as the Bank thinks fit. In the event of any proceedings in or analogous to bankruptcy, winding-up, liquidation, composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect of the Customer's outstanding liabilities as if there had been no suspense account or no credit therein.
- 15.3 The Bank shall have the right at all times to reverse any erroneous entries to any of the Customer's accounts with effective back-value to when the correct entry (or no entry) should have been made.

16. Obligation to keep bank informed

The Customer will promptly inform the Bank in writing:

- (a) if the Customer's employment or employment status changes; or
- (b) of any difficulty in meeting the Customer's payment or other obligations.

17. Correctness of information

The Customer acknowledges and agrees that the Bank will rely on the correctness and completeness of information provided, in assessing the Overdraft Application and warrants and represents to the Bank that all such information and any other information from time to time provided is and shall be true and correct.

18. Misrepresentation

18.1 In respect of the Facilities, the Customer may incur civil and/or criminal liability by making intentional or negligent misrepresentation(s) and/or providing fraudulent information in any application; and

18.2 The Customer shall keep the Bank informed of any change of facts or circumstances which may render any information, statements, representations and/or particulars given by the Customer hereunder, incorrect or untrue from time to time and the Customer understand that the Customer's non-disclosure of any facts on the change of circumstances hereunder may amount to making intentional or negligent misrepresentation(s) and/or providing fraudulent information as mentioned in Clause J18.1 above.

Part IV - SERVICE CHANNELS RELATED TERMS AND CONDITIONS

K. General Service Channels Terms and Conditions

This Section K of Part IV is applicable to the use of any of the service channels under this Part IV of the Terms and Conditions.

1. Transactions during non-business hours

All Instructions given outside of business hours on Bank Business Days; on Saturday afternoons, Sundays or gazetted public holidays; or during such time when a black rainstorm or typhoon no. 8 (or above) signal is hoisted will be treated as being given on the next Bank Business Day.

2. Personal Identification Number (PIN)

2.1 The Bank may issue a PIN to the Customer for accessing a service channel. The PIN is issued and delivered to the Customer at its own risk.

2.2 The Customer undertakes to ensure that all necessary precautions are taken to keep any PIN confidential. In no circumstances should the Customer disclose the PIN to any other person.

2.3 The Customer agrees to keep the PIN secret and safe. In particular, the Customer must:

- (a) destroy the original printed copy of the PIN;
- (b) not allow anyone else to use their PIN;
- (c) not write down or record the PIN without disguising it; and
- (d) change the PIN regularly for protection.

2.4 Access of any service channel by any person (whether or not authorised by the Customer) with the correct PIN is deemed as use by the Customer and any Instructions received by the Bank pursuant to such access is binding on the Customer.

2.5 The Bank is not under any duty to verify the identity of the person giving any Instructions through any service channel with the correct PIN, but may, as the Bank sees fit, require the Customer to provide personal identification information and satisfy an identity verification process before carrying out any Instructions.

2.6 If the Account is a joint account or if the Customer is a limited company or an Unincorporated Entity, any person accessing any service channel with the correct PIN is entitled to give Instructions to the Bank singly irrespective of the signing authority under the Accounts and all such Instructions are binding on the Customer. The Customer is solely responsible for the selection and control of person(s) having access to the PIN.

3. Unauthorised use /loss of PIN

The Customer must, immediately upon becoming aware of any loss or actual or possible unauthorised use or disclosure of the PIN, change the PIN and notify the Bank. Until the Bank is so notified, **the Bank does not assume any liability or responsibility to the Customer or any third party for the consequences arising out of or in connection with such loss or actual or possible unauthorised use or disclosure, save only for direct losses resulting directly from the negligence or wilful default of the Bank or its employees.** Subject to the foregoing, the Customer is fully responsible for all Instructions given through any service channel with the correct PIN, whether or not authorised by the

Customer, prior to the Bank's receipt of such notice of any loss or actual or possible unauthorised use or disclosure of the PIN. If the Customer had acted fraudulently or with gross negligence (including failing to take all reasonable steps to safeguard the secrecy of the PIN and/or protect it against theft), it is responsible for all Instructions given at any time, whether before or after such notice. The Customer indemnifies the Bank on demand for all Losses in respect of all use of the PIN, whether or not authorised by the Customer, for which it is responsible.

4. Liability of the Bank

4.1 The Bank, any Bank Personnel and/or any Member Banks is not liable to the Customer or any third party for any consequences if any transaction involving the use of a Card or PIN is not honoured or if there is any malfunction and/or failure of an ATM, PIN or Card, but the Bank will be responsible:

- (a) in the event of misuse, when the Card or PIN 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 Card or PIN has been lost or stolen or that someone else knows the PIN (as provided in Clause K3 above); or
- (c) when faults have occurred in the terminals or other systems used, which causes the Customer to suffer direct loss unless the fault was obvious or advised by a message or notice on the ATM display,

and in any such case, such liability is strictly limited to direct and reasonably foreseeable loss directly and solely arising as a result of any of the foregoing.

4.2 The Customer is liable in respect of all transactions using its Card and/or PIN, except those for which the Bank is responsible, as described above.

4.3 In using any point of sales terminal, no claim by the Customer against a merchant or any other person may be the subject of set-off or counterclaim against the Bank and the Bank is not responsible in any way for the goods and/or services supplied to the Customer by or other acts or omissions of such merchant or other person.

L. Phone Banking Service

This Section L of Part IV is applicable to Customers holding a Phone Banking Service Account ("PBS Account").

1. Use of the Phone Banking Services

Phone Banking Services must be access with the PIN issued for the PBS Account. The Customer may use the Phone Banking Services to request or accept specified Services and to give Instructions.

2. Joint Account

If the Account is a joint account then both/all holders of such joint account are jointly and severally responsible to the Bank for Instructions given through Phone Banking Services or other remote channels in respect of the Account. Any requirement in the mandate for joint signatories is regarded as satisfied by the use of the correct PIN for Phone Banking Services.

3. Acceptance of Telephone Instructions

3.1 Once any Telephone Instructions have been acknowledged by the Bank, they are treated as accepted and binding and any amendment, cancellation or reversal is not normally possible. Any such amendment, cancellation or reversal is at the discretion of the Bank.

3.2 The Bank reserves the right to reject certain type of Instructions to be given by way of Telephone Instructions.

4. Confirmation of Telephone Instructions

Each Telephone Instruction will be confirmed by a confirmation reference number, if applicable, given during the same telephone call.

5. Exchange Rate / Interest Rate

Any exchange rate or interest rate quoted by the Bank in response to the Phone Instruction is for reference only and shall not be binding on the Bank unless confirmed by the Bank for the purpose of a transaction and such confirmed exchange rate or interest rate, if accepted by the Customer through Phone Banking Services, shall be absolutely binding on the Customer notwithstanding that different exchange rate or interest rate might have been quoted by the Bank at the relevant time through other means of communication.

M. Automatic Teller Machine (ATM) Card Services

Applicable to Customers issued with ATM Card(s).

Please note that use of the DBS Octopus ATM Card is also subject to the DBS Octopus ATM Card Terms and Condition and other terms and conditions imposed by Octopus Card Limited and Octopus Rewards Limited in addition to these Terms and Conditions.

1. Availability

- (a) Availability of the ATM Services is subject to the Bank's approval, including approval of the Customer's selected PIN and Accounts that can be operated through ATM Services.
- (b) In order to use ATM Services at ATMs outside of Hong Kong the Customer must activate this capability in respect of each Card in accordance with the Bank's requirements.

2. Termination

The Customer may terminate the ATM Services by written notice to the Bank. Enrolment will automatically terminate if the Card is cancelled. The Bank reserves the right at all times at its discretion to terminate the ATM Service with the Customer, by suspending use of the Card or the Service thereby provided, or by refusing to renew the Card without giving any reason and without prior notice to the Customer. The Card is the property of the Bank is non-transferable and must only be used by the Customer. It must be surrendered upon request.

3. Cash / Cheque deposit by ATM / Cheque Deposit Machine

Hong Kong currency cash (but not coins) and/or cheques may be deposited by the use of the Card at ATMs or Cheque Deposit Machine of the Bank provided always that:

- (a) cash deposits will only be credited to the Customer's Account after verification by the Bank (such verification may not take place on the same day), and the Customer cannot withdraw or utilise the deposit unless it is so credited;
- (b) cheques deposited are accepted for collection only, the proceeds will not be available for withdrawal or transfer until after the cheques have been duly cleared;
- (c) the customer advice issued by the ATM or Cheque Deposit Machine upon acceptance of a deposit represents only what the Customer has purported to have deposited with the Bank by the use of the Card/ATM/Cheque Deposit Machine. Such customer advice does not and under no circumstances binds the Bank as to its correctness; and
- (d) the Customer hereby further agrees to indemnify the Bank and keep the Bank fully indemnified against all Losses which may be suffered or incurred by the Bank arising from or relating to the making of deposits with the Bank by the Customer using the Card, the ATM and the Cheque Deposit Machine.

4. Use of the Card

- 4.1 The Card incorporates ATM functions to operate the Hong Kong Dollar Current Account, Hong Kong Dollar Savings Account and/or Renminbi Savings Accounts of the Customer. It is also accepted by ATMs installed by or belonging to the Bank or any Member Bank and can be used to make payment at point of sale terminals as recognised by the Bank and notified to the Customer from time to time, EPS, PPS and to deposit cash and cheques via cash deposit machines and cheque deposit machines respectively and to operate any other services that may from time to time be provided.

- 4.2 The Customer irrevocably authorises the Bank to debit (without notice to the Customer) from any Account the amount of any withdrawal, transfer and/or other transaction arising from use of the Card and the correct PIN, whether or not made with the knowledge or authority of the Customer, save only where the Bank is responsible for the transaction, as described in Clause K4 above.
- 4.3 The Card is issued and delivered to the Customer at its own risk. The Card is non-transferable and must only be used by the Customer. The Customer must safeguard the PIN in accordance with Clauses K2 and K3 above. The Card should be used in conjunction with the PIN. The Customer agrees to keep the Card safe and never write down the PIN on the Card or on anything usually kept with or near it.
- 4.4 The Customer is required to sign on the signature panel on the back of the Card. A merchant may verify the Customer's signature against that signed on the signature panel.

5. Insufficient funds

The Card shall only be used for cash withdrawal or transfer if there are sufficient funds in the relevant Hong Kong Dollar Current Account, Hong Kong Dollar Savings Account or Renminbi Savings Account of the Customer. If withdrawal or transfer is made without sufficient funds in such Account, the Customer shall repay to the Bank immediately on demand such amount overdrawn together with bank charges and interest at the rate shown in the Bank Charges Schedule.

6. Transaction processing

- 6.1 The Bank shall at its discretion determine the transaction date in respect of every transaction and may reject any transaction and/or any cheque presented via the ATM or the Cheque Deposit Machine.
- 6.2 Card transactions which are effected in currencies other than the currency of the Customer's Account will be debited to the Customer's Account after conversion into the currency of the Customer's Account at a rate determined by the Bank.

7. Transaction records

- 7.1 Fund transfers and withdrawal transactions and any other transactions carried out by the use of the Card will be shown on the Customer's statement or passbook for Current Account and Savings Account respectively.
- 7.2 The records of the Bank and/or any other Member Bank in relation to any transaction made by the user of the Card on any ATM and/ or point of sale terminals (save for manifest error or fraud, or negligence on the part of the Bank or its Personnel) is conclusively binding on the Customer for all purposes.

8. Limits on the usage of the Card

The Bank is entitled from time to time to determine and impose any limit whether in amount, frequency of use or otherwise on the use of the Card.

9. Charges

The Bank is entitled to levy a reasonable charge for issuance, re-issuance and use of the Card or PIN, as shown in the Bank Charges Schedule.

N. Internet Banking Services

Please refer to the DBS iBanking Terms and Conditions for terms and conditions applicable to the use of the internet banking services.