**Acknowledgement and Agreement**

* You acknowledge and agree that:
  + you will be responsible for obtaining and using the necessary software and/or device, hardware and/or equipment necessary to obtain access to the DBS SaVest! Application at your own risk and expense;
  + you will be responsible to your mobile service provider for all data charges relating to:
    - the download of the DBS SaVest! Application;
    - any upgrades you request in relation to the DBS SaVest! Application; and
    - your ongoing access to and use of the DBS SaVest! Application;
* you will not use the DBS SaVest! Application to (a) conduct electronic spamming; (b) perform unlawful or immoral activities; (c) upload content that has viruses, malicious codes, immoral or illegal content; or (d) engage in any other activities deemed inappropriate by DBS;
* the access to and use of the DBS SaVest! Application is offered to you on an "as available, where available" basis;
* the mobile number provided by you during the Registration (**"Mobile Number"**) will only be used for the DBS SaVest! Application and will not affect your contact details in DBS's records. This Mobile Number is to be used solely for the DBS SaVest! Application;
* you shall ensure that your Mobile Number is valid and accurate;
* you are solely responsible and liable for any access to and use of the DBS SaVest! Application effected through the use of your Password or Touch ID, notwithstanding that your Password or Touch ID may have been used by any other person without your knowledge, authority or consent;
* you shall monitor the balance of your Wallet Account at all times and notify us (in writing, by calling our DBS hotline at 1800 111 1111 or by visiting any DBS or POSB branch) immediately of any unauthorized transfers or of any matter concerning your Wallet Account that may invite suspicion;
* you shall examine all entries in the transaction history listed in your DBS SaVest! Application (**"Transaction History"**) and report any transactions wrongly made or made without authority or inaccurate entries in the Transaction History. You must object to any transaction (**"Transaction"**) or any other inaccuracies in writing to us, by calling our DBS hotline at 1800 111 1111 or by visiting any DBS or POSB branch) within 14 days after the entry appears in the Transaction History. If you do not do so, the Transaction will be deemed correct except where (and only to the extent that) you have conclusively established in the Courts of Singapore that a manifest error or fraud has been committed by us;
* your Mobile Number may be visible to the recipient of incoming funds transferred from or requested by you;
* DBS may, without prior notice to you, debit any sum from your Wallet Account where we are notified of or we reasonably determine that the sum has been credited into your Wallet Account due to a mistake, error or omission;
* DBS is entitled to send you "push notifications" and SMS notifications (**"Notification"**) relating to your access to and use of the DBS SaVest! Application and any updates on related services;
* DBS is deemed to have sent the Notification to you, even if you are unable to or do not receive the Notification for whatever reason;
* the DBS SaVest! Application may include links to sites on the Internet that are owned and operated by third parties (**"Third Party Sites"**), and if you choose to access these Third Party Sites, you agree to review and accept the terms of use. DBS has no control over and excludes all liability for and does not assume any responsibility for material created or published by such Third Party Sites. You further agree not to infringe, or cause DBS to infringe, any third party's intellectual property rights, and shall keep DBS indemnified against all losses, damages, expenses, costs and fees suffered or incurred by DBS, with respect to such infringement;
* DBS reserves the right to investigate complaints regarding the use of the DBS SaVest! Application, the DBS SaVest! Service or reported violations of these Terms and to take any action DBS deems appropriate, including reporting any suspected unlawful activity to law enforcement officials, appropriate authorities or regulators and disclosing any necessary information to such officials, authorities or regulators;
* DBS may change, add or remove any feature or functionality of the DBS SaVest! Application without prior notice. You are deemed to accept such change if you continue to use the DBS SaVest! Application;
* DBS may impose or vary the fees payable for your access to and use of the DBS SaVest! Application and the DBS SaVest! Service as well as for the closure of your Wallet Account and the termination of the DBS SaVest! Service. Such changes shall be deemed effective upon DBS posting these changes on the DBS website at [www.dbs.com](http://www.dbs.com/) (**"Website"**). You are deemed to accept such changes if you continue to use the DBS SaVest! Application; and
* DBS may vary these Terms at any time by giving you notice by such notification method as we may choose, including through our internet banking services, in local newspapers, in displays at our branches or via publication through any media. The changes will take effect on the date specified in the notice. The obligation to give you prior notice does not apply if the variation(s) is/are required in an emergency or where it is not practicable to give such notice. Further, we may make amendments for administrative or clarification purposes and include additional terms governing new products and services without giving you any notice.

**Limits of Responsibility and Liability**

* DBS is not liable for any loss suffered by you or any third party arising from and in connection with your Registration of, access to and use of the DBS SaVest! Application and the DBS SaVest! Service except where such loss is attributable to our gross negligence or wilful default. In addition, DBS will not be liable for any inconvenience, loss, cost, damage or injury suffered by you or any third party arising from or caused by:
  + our compliance with any instruction given or purported to be given by you relating to a Transaction, notwithstanding that the integrity of the information comprised in such instruction may have been compromised or impaired, provided that such compromise or impairment would not have been apparent to a reasonable person receiving such instruction;
  + use of your Wallet Account and the DBS SaVest! Application by third parties, whether authorized or unauthorized by you;
  + your transfer of funds to the wrong mobile number, the wrong recipient or wrong third party;
  + theft or loss of your device, hardware and/or equipment on which the DBS SaVest! Application is installed;
  + your inability to effect or complete any Transaction due to system maintenance or breakdown/non-availability of the DBS SaVest! Application, network, hardware or software of DBS or third party recipients of your transfer of funds;
  + you being deprived of the use of the DBS SaVest! Application and/or the DBS SaVest! Service as a consequence of any action by us;
  + any failure by us to perform any obligation or observe any of these Terms if such failure arises from a failure of, or any unauthorised and/or unlawful access to, any machine, data processing system or transmission link or any act of force majeure such as acts of God, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lock-outs, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors, or any event outside our control;
  + any equipment or software providers, any service providers, any network providers (including but not limited to telecommunications providers, internet browser providers and internet access providers), or any agent or subcontractor of any of the foregoing; or
  + any act or omission by DBS in compliance with any applicable laws and/or regulations, including laws governing personal data protection, and any instructions and/or directions given by any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and/or its officials.
* Any downloading of data from the Website is done solely at your risk, and we will not be liable for the integrity or use of any data downloaded in any way.
* DBS shall not be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from your entering into any Transaction, using the DBS SaVest! Application or using the DBS SaVest! Service.