

GlobeSend Terms and Conditions

These terms and conditions apply to the GlobeSend App and/or GlobeSend Account. There may be additional terms that apply depending on the jurisdiction from which we provide this service. These additional terms are set out in the relevant Local Jurisdiction Schedule that can be accessed on the DBS website and the GlobeSend App.

The consents you provide in the GlobeSend App as well as the matters you agree to in the GlobeSend App form part of the terms and conditions of such services. Unless excluded by law, such consents and agreements have the same effect as if they were in writing.

1. How to get started?

- (a) To use the GlobeSend App, you need to register by giving us your email address and contact number. We will use this information to contact you. You must create a personal password to use the GlobeSend App. You can change your personal password directly on the GlobeSend App.
- (b) Certain areas or features, including being able to make a transaction, will require that you apply for a GlobeSend Account. You will be prompted in the GlobeSend App to open a GlobeSend Account in such scenarios.

2. How do I Make Transactions on my GlobeSend Account?

2.1. The GlobeSend Account

- (a) Your GlobeSend Account can only be accessed through the GlobeSend App. It lets you hold balances and make payments in different currencies. Unless otherwise indicated in the applicable Local Jurisdiction Schedule, your GlobeSend Account is separate from any other bank account(s) or wallet(s) that you may have with any DBS Group Member. Your GlobeSend Account can only be used for your own benefit.
- (b) ***If you are registering for a GlobeSend Account as an individual***, you must be at least 18 years old (based on your year of birth) and a resident of the Service Jurisdiction.
- (c) ***If you are registering for a GlobeSend Account as a business (including sole proprietorships and partnerships)***, you must be incorporated in the Service Jurisdiction and have the capacity to enter into this Agreement. You must also provide details of the authorised representative(s) (each of whom must be of full age) that we require as part of the registration process.
- (d) You must notify us of any changes to your authorised representative(s) at least 14 days in advance. We will act on the new authorised representative's instructions after we update our records.

2.2. Acting on your instructions

- (a) We will act solely on instructions from you (where you are an individual) or your authorised representative(s) (where you are a business).
- (b) We may however act on the instructions of another person if we are required to treat such other person as your authorised representative due to a court order, legal action affecting your business (such as winding-up or receivership), or other legal or regulatory directive.

- (c) We may in our absolute discretion receive instructions by phone or over the counter, by fax, by electronic communications, by our digital channels (including the GlobeSend App) or by any other method. We will tell you of the method of instruction which is acceptable to us and you authorise us to act on instructions given in such manner.
- (d) You are responsible for ensuring the timeliness, accuracy, adequacy and completeness of (i) all instructions given by you and your authorised representative(s), and (ii) any information from you or third parties (including third party service providers) incorporated into or given with such instructions. We are not required to verify the accuracy, adequacy or completeness of any instruction or any such information. We may deem and/or assume that instructions provided by any person using your digital token, PIN number or user IDs or electronic signatures or instructions which are transmitted from your systems (even if we may not be able to verify that an instruction is referable to you and/or your authorised representative's security mechanisms or codes) are authorised by you. All instructions provided to us are irrevocable.
- (e) Other than you as the account holder, we do not need to deal with any person who may have any interest in your GlobeSend Account.

3. What can I do with my GlobeSend Account?

You must only use your GlobeSend App and GlobeSend Account for lawful purposes.

3.1. What you can use your GlobeSend Account for

- (a) You can deposit and withdraw money from your GlobeSend Account and use your GlobeSend Account to receive payments from and make payments to other bank accounts or GlobeSend Accounts. We will let you know of the specific methods by which you can do so, the jurisdictions we support, our supported currencies and any other limitations in the GlobeSend App.
- (b) We will rely on the information that you provide us for any payments or receipts. As such, you must ensure that any information you provide is accurate, complete and up to date. We may not process any transaction which lacks details we require.
- (c) Some features may not be available or may have different limits, restrictions or eligibility requirements depending on your or our location.

3.2. What you cannot use your GlobeSend Account for

- (a) If you are an individual, you must not use your GlobeSend Account for any business or business activity.
- (b) If you are a business, you must not use your GlobeSend Account for personal matters.
- (c) For all customers, you must not use your GlobeSend Account for the following purposes:
 - (i) use your GlobeSend Account as security;
 - (ii) to undertake transactions for or on behalf of any third party; or
 - (iii) to perform any illegal or fraudulent act.

3.3. How we process your transaction

- (a) We may process your transaction through any method, channel, or intermediary we choose, such as SWIFT, a correspondent bank, a clearing system, or a payment network.
- (b) You authorise us to send instructions and other information to third party service providers, or the beneficiary's bank for the purpose of your transaction.
- (c) International Payments are subject to the local laws, rules and regulations of the jurisdiction in which the payment is to be received or we are located, and may result in your payment being delayed or cancelled. We may also be required to limit the amount of such International Payments. You can read more on this at Clause 3.8 (*Will my payment be processed immediately?*) and Clause 3.9 (*Why did a payment not go through?*) below.
- (d) When making an International Payment, unless you ask us to or we are required to under the laws of the payment or receiving jurisdiction, we will generally not convert those funds into the currency of the receiving jurisdiction.
- (e) We do not need to make any refund if an International Payment has been successfully made by our foreign correspondent. We may agree to make a refund only if we have received a confirmation from our foreign correspondent that the transfer has been cancelled. The amount of the refund will be the actual amount refunded by our foreign correspondent and if applicable, calculated at our prevailing exchange rate at the time of the refund.

3.4. Making payments

- (a) You can make payments from your GlobeSend Account using any accepted method and in the supported currencies set out in the GlobeSend App.
- (b) The GlobeSend Account allows you to hold balances in multiple currencies. As such, when making a payment from your GlobeSend Account, you must select the balances from which the payment will be made ("**Selected Currency**"). If you are making payment in a currency which is different from your Selected Currency, we will convert your funds using our prevailing exchange rate. The available currencies and conversion rates can be found on the GlobeSend App, and are valid only for the duration as specified in the GlobeSend App before you confirm the payment.
- (c) If you make a payment after our cut-off times, processing times or operating hours, the exchange rates shown will be indicative. In such instances, we will only process the payment on the next Business Day and will use the then prevailing exchange rate to execute the order.
- (d) You must ensure that sufficient funds are available to cover all withdrawals and payments. Insufficient funds may result in fees, your payment being rejected, or your GlobeSend Account being overdrawn.
- (e) If your GlobeSend Account does not have enough funds and we allow or have effected a payment or withdrawal from your GlobeSend Account, your GlobeSend Account will be overdrawn. If your GlobeSend Account is overdrawn, you must pay all overdrawn amounts immediately upon demand, together with any interest and any other charges at our current rates. Interest and other charges will apply if the amount overdrawn is not paid back into the GlobeSend Account on the same Business Day.

3.5. Receiving payments

- (a) You can receive payments in your GlobeSend Account in the currencies and methods as reflected on the GlobeSend App. If someone sends you money in a currency we do not accept, we may convert the currency into one we accept at our prevailing exchange rate. There may be fees for some deposit methods. We will decide the date on which such payments are credited into your GlobeSend Account in accordance with our normal banking practice.
- (b) We will credit your GlobeSend Account only after we receive the funds. If we credit your account beforehand, it's conditional on us receiving the funds; we'll debit your GlobeSend Account if the funds aren't received.

3.6. What if funds are added by mistake?

If funds are credited or payments are made to your GlobeSend Account by mistake, we may deduct the relevant funds immediately without notifying you. We'll inform you of the deduction as soon as we can. If you've already used the funds, you must return the funds immediately.

3.7. Earning interest

Depending on where your GlobeSend Account is located, monies in your account may earn interest. Please refer to the applicable Local Jurisdiction Schedule for further details.

3.8. Will my payment be processed immediately?

- (a) We will try to process your payment as soon as possible, but we do not guarantee the timing or completion of the payment. Payments may fail, or be subject to delays, deductions or reversals due to various factors, such as:
 - (i) instances where we do not consider that the instructions received to be genuine or in line with your profile, or where we consider that the instructions are unclear, ambiguous, suspicious, conflicting, incorrect, incomplete or unauthorised;
 - (ii) cut-off times, processing times, or operating hours of us or any other party involved in the payment;
 - (iii) laws, regulations, sanctions, or policies of any jurisdiction or authority that apply to the payment, or any policies of the DBS Group (including any member thereof);
 - (iv) our suspension or cessation of any service or feature of your GlobeSend Account provided to you;
 - (v) availability, convertibility, or transferability of the currency or funds involved in the payment;
 - (vi) verification, screening, or due diligence checks that we or any other party may conduct on the payment;
 - (vii) errors, failures, disruptions, or interruptions that may affect the systems, networks, or communications of us or any other party involved in the payment; or
 - (viii) any other circumstances beyond our control.

- (b) You acknowledge and accept that the exchange rate of a payment may significantly change from the time of your instruction and that we may, without notifying you or obtaining any further instruction from you, proceed with such payment using the prevailing exchange rate. We may (but are not obliged to) suspend the payment and inform you of the prevailing exchange rate in the GlobeSend App. If we do so, you can confirm if you wish to proceed with the new exchange rate, or cancel the payment.

3.9. Why did a payment not go through?

- (a) We may suspend, reject, reverse or cancel your payment for any reason, and without informing you. Such reasons can include situations where:
 - (i) your payment exceeds any applicable limits;
 - (ii) your payment is in breach or suspected breach of any law, regulation, sanction, or internal policy;
 - (iii) your payment is subject to any restriction, block, or hold by us or any other party;
 - (iv) your payment is not in a currency accepted by us or the payee's beneficiary institution;
 - (v) your payment is fraudulent, suspicious, or unauthorised (or we think that it is);
 - (vi) your GlobeSend Account does not have sufficient funds to make the payment, including (where applicable) after converting such funds to the relevant currency for the payment;
 - (vii) your payment consists of instructions which are incomplete, unclear, or inconsistent, or information which is incomplete, unclear or inaccurate; or
 - (viii) your payment encounters any technical, operational or network problem when we try to process it.
- (b) We will try to notify you of any rejection, suspension, reversal or cancellation of your payment and the reasons for our actions. However, we may not always be able to do so, such as if we are not allowed to do so by law, circumstances beyond our control, or where doing so would compromise our security or interests.

3.10. Will you compensate me if my payment was not processed or delayed?

We are not responsible for any delays, deductions, losses, suspensions, reversals, rejections or cancellations due to any of the above factors or reasons. We are also not responsible for any fees, charges, or taxes imposed by us or any other party involved in the payment. Such fees, charges or taxes will be borne by you.

3.11. What happens when a currency is subject to exchange controls or other legal restrictions?

- (a) Some currencies are subject to exchange controls or other legal restrictions or circumstances beyond our control (we will call these "**Restricted Currencies**"). These currencies are subject to risks related to convertibility, transferability, and exchange rates. We determine which currencies are Restricted Currencies.

- (b) Restrictions on Restricted Currencies may affect our ability to process payments involving them. We may:
 - (i) suspend, terminate, reverse or refuse to process instructions or payments involving Restricted Currencies;
 - (ii) change terms for Restricted Currencies to comply with laws, agreements or policies which we are subject to;
 - (iii) report payments and information to relevant authorities; or
 - (iv) set conditions on payments involving Restricted Currencies.
- (c) If we lack sufficient Restricted Currency or transfers are restricted, we will not pay you (in the case of an inward remittance) or the person or business you are paying in the Restricted Currency. We may instead pay you or the person or business you are paying in an alternative currency, as converted from the Restricted Currency at our prevailing exchange rate.
- (d) Where transfers of Restricted Currency are restricted, payment or return of funds in the Restricted Currency will occur once restrictions are lifted and the funds are received by us (payments to you) or refunded to us (payments by you).

4. Fees and charges

4.1. What do I have to pay?

- (a) For our applicable fees and charges, please refer to the applicable Local Jurisdiction Schedule.
- (b) Third party service providers (such as a correspondent bank, clearing system or payment network) may charge commissions, fees or charges in making an International Payment which we do not have control over, and such fees shall be paid by you or the payee separately or deducted from the funds paid to the payee's account. Such third party service providers may convert a payment to its own preferred currency before effecting the payment.
- (c) You are also responsible for paying any fees, charges, or taxes that may be imposed by any other party involved with your account or services, such as a tax authority, or pursuant to applicable tax compliance requirements.
- (d) We may permit you to pay a fee or charge in a currency other than the Local Currency. If we allow you to do so, the applicable fees and charges will be calculated based on the fees specified in the Local Currency and converted to the charge currency at the prevailing exchange rate determined by us at the relevant time.
- (e) We may also deduct these fees, charges, or taxes from your GlobeSend Account, or deduct, retain or withhold amounts payable to you to offset such fees, charges, or taxes. In doing so, we may convert funds in your account or due to you to the currency of these fees, charges, or taxes, using our prevailing exchange rate. We may not notify you before taking such actions and will not be liable for any losses or gross up that you may incur due to such deduction, retention, withholding or deposit.

- (f) Without prejudice to Clause 13.9(c) (*Set-off*), we have the right to debit from your GlobeSend Account any amount you owe us or any DBS Group Member (whether due immediately or later), and may exercise this right at any time without notice (even if this would make your account overdrawn). We will contact you as soon as we reasonably can after we exercise such right. We may also combine or consolidate all or any of your accounts held with any other DBS Group Member. If we need to convert the currency of the amounts in your account, we will do so using our prevailing exchange rate.

5. What are you responsible for?

5.1. Your password – Do not disclose it to anyone! Not even us! We will never ask you for your password.

- (a) You are responsible for preventing unauthorised access to your GlobeSend Account and the GlobeSend App.
- (b) We have the right to regard any instructions received through the GlobeSend App as being authorised by you. As such, you must keep your account information, such as your account number, user ID, password, digital token, PIN, security device, or biometric credentials secure and confidential at all times. You must not share them with anyone or allow unauthorised access to or use of your account without your permission. You should also ensure that the devices you use to access the GlobeSend App and related services are secure and free from viruses or malware.
- (c) You must notify us immediately and cease using your Globesend App or GlobeSend Account if you suspect or discover any unauthorised, illegal or fraudulent activity on your GlobeSend App or GlobeSend Account, if you suspect or discover that your GlobeSend App or GlobeSend Account has been compromised.
- (d) You must give us all information we may need on this and comply with our instructions. To help us investigate, we may need you to report any such activity or transaction to the relevant authorities.
- (e) You must also keep SMS OTP, Digital Certificates or other tools for us to verify your identity secure and confidential at all times.
- (f) If your password is entered incorrectly too many times, we will automatically suspend your access to your GlobeSend Account and any services provided through the GlobeSend App. You can refer to the applicable Local Jurisdiction Schedule for more details on how to recover your GlobeSend Account.

5.2. Your transaction activity

- (a) You must monitor the balance of your GlobeSend Account at all times.
- (b) There is no passbook for your GlobeSend Account. Electronic account statements will be made available to you for viewing via the GlobeSend App or sent to you by email on a monthly basis.
- (c) After a transaction is made on your GlobeSend Account, we may notify you of the transaction result by the GlobeSend App or by email.

- (d) You can also view the status of your transactions in the GlobeSend App. If you wish to enquire on the status of any transaction, you can do so using any of the methods set out under the GlobeSend App.
- (e) It is your responsibility to check each account statement and transaction promptly and to report to us immediately if there were any transactions that were wrongly made or made without your knowledge or authority, or any inaccurate entries. Some jurisdictions will specify a timeline by which you must notify us – please check the applicable Local Jurisdiction Schedule for details. If you do not do so, the transaction is deemed final and conclusive, and you will be bound by the transaction.

6. Other Important Points to keep in mind when using the GlobeSend App

6.1. Electronic Correspondence and Signatures

- (a) We may record or monitor all communications with or from you and/or your authorised representative(s), if any. This includes telephone calls and electronic communications. We may keep and use such records for various purposes, including training, checking instructions, verifying identities, ensuring that we are meeting our service standards, or as evidence in any proceedings. If you are a business, you agree to obtain any necessary consent from and to give notice of such recordings to your authorised representative(s).
- (b) We may send any account statement, confirmation, letter, form, correspondence, notice, notification, report or other written communication to you through the GlobeSend App, by email or by using our digital channels or any other electronic media. You agree that such electronic correspondence has the same effect as though they were sent through physical means. As such, you cannot claim that such correspondences are ineffective or that we did not fulfil our obligations to send these to you.
- (c) You acknowledge and agree that this Agreement, the relevant Local Jurisdiction Schedule(s) and any other related document may be executed electronically by use of electronic signature and/or electronic company chop (where applicable) by you and/or us where such electronic execution is offered or permitted by or acceptable to us, and it will be conclusive evidence of your intention to be legally bound by such documents. The electronic signature/chop shall be in such form as determined by us (e.g. by using a specified electronic signature platform). We may additionally require you to use secure electronic signatures supported by Digital Certificates or other security procedures to sign certain digital transactions. When you do so, we consent to such use and will treat you as having approved the digital transaction and the secure electronic record you signed as authentic and not having been altered.
- (d) In some jurisdictions, the Local Jurisdiction Schedule will give you more details on how electronic signatures and electronic correspondences are treated under the Service Jurisdiction. Please refer to it for further details.

6.2. Is the GlobeSend App available all the time?

Access to the GlobeSend App and its related services is on an “as available, where available” basis. While we will do our best to ensure that the GlobeSend App is available to you, we may from time to time suspend access for various reasons, including to fix things or introduce new features. We will try to give you advance notice of any disruptions affecting access to the GlobeSend App.

6.3. Authentication

- (a) We may require you to use digital tokens, Digital Certificates, one-time PINs, security codes or any other security mechanisms to authenticate you or your authorised representative(s), if any. If you consent to the use of biometric credentials (whether generated by us or a third party), there is a risk that unauthorised third parties may gain access to any device or application secured using your biometric credentials and transmit to us instructions without your knowledge or approval.
- (b) You may instruct us to make your credentials and profile information available to third parties which we support for the purposes of authentication, authorisation and on-the-spot registration on their platforms, where we are allowed under law. This may include the provision of information on the roles and entitlements of you or your authorised representative(s), if any, for identity management purposes.
- (c) We may also accept the use of a third party security mechanism (including biometric based security mechanisms) to access our digital channels and services subject to any additional requirements we may notify you of from time to time. You will be solely responsible for complying with their terms of use.

6.4. Will you notify me about any updates?

You can download the application to access the GlobeSend App (the “**Application**”) and software updates from the Apple App Store or Google Play store. You must have the necessary consents to install, configure and integrate the Application with your systems and comply with any additional terms that apply to the Application. It is your responsibility to ensure that your Application is running the most up-to-date version. We will send you push notifications relating to your access and use of the GlobeSend App and any updates on related services through the Application itself or such other method we may choose.

6.5. What are these Third Party Sites I see in the GlobeSend App?

The GlobeSend App may include links to Third Party Sites or inclusion of any content (including marketing data) provided by a third party service provider. You access these at your own risk. We have no control over the content that is created or published under these Third Party Sites. These links do not constitute our endorsement or verification of such third party service or content and you cannot hold us responsible for your use or the information under such Third Party Sites.

6.6. Records

- (a) Unless there is a manifest error, our records are conclusive and our calculation or determination of a rate, price or amount under this Agreement or in connection with any payment or transaction is conclusive.
- (b) All our records are admissible as primary evidence in any action, claim or proceeding, without admission of the originals, and cannot be challenged merely because such records were incorporated and/or set out in electronic form or were produced by or were the output of a computer system.

7. **Making Changes to the Agreement**

- (a) We may from time to time update the terms in this Agreement. We'll usually give you advance notice, via email, website update, or other methods. The

length of the advance notice may differ depend on the type of change, and also by jurisdiction. Please check the applicable Local Jurisdiction Schedule for more details.

- (b) Changes will take effect on the date stated in the notice. Continued use of the GlobeSend App or GlobeSend Account would mean that you accept the changes. In some cases, due to legal or regulatory reasons, immediate changes might be necessary and we may not be able to provide advance notice.

8. Disclosure of confidential information and data

8.1. Who will you share my data with?

- (a) We may, and you give us permission to, share your information (including your business's information and the information of any related persons that you submitted to us as part of the application process (such as (where applicable) your shareholders, officers, employees, directors, beneficial owners, authorised persons and/or agents and/or any member of the group of companies to which you belong and/or their shareholders, officers, employees, directors, beneficial owners, authorised persons and agents, or payees), as well as your use of the GlobeSend Account and GlobeSend App and your transactions) with other DBS Group Members and third parties as needed to provide services, meet the DBS Group's operational, administrative and risk management requirements, and comply with laws. This includes our partners, agents, auditors, insurers, regulators, assignees and transferees, service providers and sub-contractors, credit bureaus and anyone involved in a transaction with you.
- (b) We may, and you give us permission to, also share information as required by law, regulation, court or arbitral order, or to enforce or protect our rights. We may, and you give us permission to, share information with those you authorise, and as necessary to investigate disputes or claims.
- (c) We may, and you give us permission to, share your information regardless of data protection laws in the recipient's location and in accordance to other agreements. This does not limit our rights to share information as detailed in our other agreements.
- (d) We may require further documents and information in order to provide our services and will reach out to you in such an event. You must cooperate with us and provide us with any information or documents that we may request from time to time for the above purposes, for complying with laws and regulations, or for verifying your identity (or the identities of your related persons, such as your directors and shareholders, if any, or payees), eligibility, or transactions.
- (e) Please also refer to the applicable Local Jurisdiction Schedule to see if there are any additional terms regarding the disclosure of confidential information and data which may be applicable to you.

8.2. How will you handle my personal data?

We may collect and hold personal data about you and your authorised representative(s) (if any) and related persons, such as (where applicable) your shareholders, officers, employees, directors, beneficial owners, authorised persons and/or agents and/or any member of the group of companies to which you belong and/or their shareholders,

officers, employees, directors, beneficial owners, authorised persons and agents, or payees. You warrant you have their consent for the collection, use and disclosure of such personal data by us. This data may be used and disclosed to provide services, meet the DBS Group's operational, administrative and risk management requirements, and to comply with legal, regulatory and judicial requirements. The data may also be used and disclosed to the persons and purposes set out in section "Clause 8.1 (*Who will you share my data with?*)". You confirm you are lawfully providing this data for these purposes. As the treatment for personal data may differ by countries, please refer to the relevant clauses on "Disclosure of confidential information and data" in the applicable Local Jurisdiction Schedule for more information.

9. Let's follow the rules – doing things the right way

9.1. What we will comply with

- (a) We, the DBS Group Members and the third parties we work with must comply with all applicable laws and regulations, including anti-money laundering, anti-bribery, anti-corruption, sanctions and counter-terrorism financing laws and regulations, as well as the rules and regulations of any system for clearing, settlement or payment. We may refuse, suspend or delay transactions or services or take any other action we consider appropriate if we think we or they might break these laws and regulations or our related internal policies.
- (b) In addition, we may, without enquiring further, act on any order, award, judgment directive or request from any court, arbitral tribunal or authority which we are required or are expected to comply with, or which we in good faith believe that we should comply with.

9.2. What you will need to comply with

- (a) In using the GlobeSend App and your GlobeSend Account, you:
 - (i) must comply with all applicable laws and regulations in relation to your account and services, including those relating to tax, foreign exchange, or other matters;
 - (ii) must ensure that you and (if you are a business) your affiliates and your or their directors, officers or employees comply with all, anti-money laundering, anti-bribery, anti-corruption and counter-terrorism financing laws, regulations and sanctions;
 - (iii) must ensure that neither you nor (if you are a business) your affiliates or your or their directors, officers or employees, are subject to sanctions, have received notice or are aware of any claim, proceedings or investigations against you involving sanctions or are subject to any limitation or restriction under sanctions;
 - (iv) must ensure that neither you nor (if you are a business) your affiliates or your or their directors, officers or employees, will make use of the GlobeSend Account to receive or transfer any funds to any sanctioned entity or for business activities that are subject to sanctions;
 - (v) must promptly give us all documents, information and authorisations we and our third party service providers reasonably need to provide or to continue providing any service to you in form and substance satisfactory to us and our third party service providers. You must tell us promptly, in writing, of any change in any such documents, information or

authorisation given to us and our third party service providers and give us supporting documents and evidence of any change;

- (vi) must update us promptly of any changes to your personal or contact details, such as your name, address, phone number, email address, or identification document (including your signature). You must also inform us of any changes to, or change in circumstances that could result in a change in, your tax status, tax residency, or citizenship that may affect your GlobeSend Account or services; and
 - (vii) must, upon request, promptly provide us all such information and documents we may reasonably require for compliance with all applicable laws, rules and regulations, including tax compliance requirements, anti-money laundering, anti-bribery, anti-corruption, sanctions and counter-terrorism financing laws and regulations, as well as the rules and regulations of any system for clearing, settlement or payment, or for the purpose of establishing your tax status.
- (b) You represent and warrant to us that when you use the GlobeSend App and your GlobeSend Account:
- (i) if you are a business, you are duly incorporated, registered or organised and validly existing and in good standing under the laws of the jurisdiction of your incorporation, registration or organisation;
 - (ii) if you are a business, you have the capacity under your constitution, partnership agreement or other corporate document to enter into and comply with this Agreement, use the GlobeSend App and the GlobeSend Account (including any related services), provide instructions to us, and digitally accept and/or sign this Agreement and any part thereof. You have also received all consents and authorisations required to do so; and
 - (iii) all documents and information you provide to us are true, complete and accurate and not misleading in any way.

9.3. Tax compliance

- (a) To the extent necessary to comply with relevant tax compliance requirements (including those related to the Foreign Account Tax Compliance Act and Common Reporting Standard), you authorise each DBS Group Member to (i) collect information from you, (ii) report information to the authorities, and (iii) withhold tax from payments to you.
- (b) You shall cooperate fully in respect of any enquiry we may make for the purpose of compliance with any applicable tax compliance requirement.

10. **Suspension and Closure of your GlobeSend Account**

10.1. Why we may suspend or terminate your GlobeSend Account

- (a) We may suspend, restrict or terminate your GlobeSend Account or related services at any time if we have grounds to do so, such as if:
 - (i) you breach this Agreement or any other agreement with us;

- (ii) you provide us with false, incomplete, or misleading information or documents;
 - (iii) you are involved in any illegal, fraudulent, or suspicious activity;
 - (iv) you become insolvent, bankrupt, or subject to any legal or regulatory action;
 - (v) you pose a credit, reputational, or operational risk to us or our customers;
 - (vi) your use of the account or our services has resulted or will result in a breach of law or regulation or our internal policies;
 - (vii) we think we cannot continue providing you the account or our services without breaching any applicable law or regulation or our internal policies;
 - (viii) system maintenance or enhancements or non-availability of networks;
 - (ix) we are required or requested to do so by any law, court, regulator, or authority;
 - (x) there has been no transaction or activity on your GlobeSend Account for such period of time as we determine; or
 - (xi) we decide to discontinue or withdraw the GlobeSend Account or services for any reason whatsoever.
- (b) We will try to give you prior notice of any such action, unless we are prevented from doing so by law or circumstances beyond our control. We will also try to inform you of the reasons for our action, unless we are not allowed to do so by law or it would compromise our security or interests.
- (c) If we close your GlobeSend Account, you must pay us any outstanding amounts that you owe us. We will pay you any remaining balance in your account after deducting any fees, charges, or liabilities that you owe us. We may pay you in any currency that we choose, using our prevailing exchange rate. We may also do so by sending you a cashier's order by post or in any other way that we think appropriate.

10.2. We are sorry to see you go

You can request to close your GlobeSend Account at any time – please refer to the applicable Local Jurisdiction Schedule on how to do so and any estimated timelines for processing your request. You acknowledge that any timelines provided are estimates only and we may require a longer time to process your request.

10.3. What happens if we suspend or terminate your GlobeSend Account?

- (a) If we suspend or terminate any services related to your GlobeSend Account, we do not need to (but we may choose to) process any existing instruction that was given to us in relation to your GlobeSend Account.
- (b) Your obligations under the Agreement will continue to apply for any existing instruction that we choose to honour or process.
- (c) We may deactivate your access to the GlobeSend App when our relationship ends, including if your GlobeSend Accounts are closed.

11. Protecting Us from Losses

You must indemnify and pay us back for any losses which we may suffer resulting from your use of our services, including unauthorised transactions, fraud, errors, or breaches of law or of this Agreement (unless caused by our gross negligence or fraud). You must also reimburse us for any additional costs, expenses, or losses resulting from any currency conversions that might occur (except where they are directly our fault). You will also bear the risks associated with using digital services and digital channels (including for communications or transmissions of information), third-party channels, service providers and security mechanisms, and you agree to indemnify us in full for any losses which we may suffer or incur as a result of the use of such digital services, digital channels, third-party channels, service providers and security mechanisms.

12. Our responsibility when things go wrong

12.1. Situations where we are responsible

In relation to our obligations to you under this Agreement, you shall only have recourse to the relevant DBS Group Member with whom your GlobeSend Account is opened, and you must not take any steps to seek recourse against any other DBS Group Member.

12.2. Situations where we are not responsible

- (a) In addition to Clause 3.10 (*Will you compensate me if my payment was not processed or delayed?*), we are not responsible for any losses you or anyone else may suffer because of:
- (i) anything listed in Clause 11 (*Protecting Us from Losses*);
 - (ii) delays caused by complying with this Agreement, laws, court or arbitral orders, or other unavoidable events or those outside of our control;
 - (iii) the use of any communications through any means (such as through the GlobeSend App or other digital channels) or issues with third-party services or systems (including settlement or clearing systems and third party security mechanisms), or any delay, loss or failure in transmission of information;
 - (iv) to the extent permitted by law, any failure to process any payment, request, order, or instruction that is not due to the intentional or negligent actions of us or the third party service provider;
 - (v) your reliance on information provided to you when using the GlobeSend App or the GlobeSend Account (or any related services);
 - (vi) your transfer of funds to the wrong recipient;
 - (vii) loss in value of currency, whether due to changes in the foreign exchange rate or otherwise;
 - (viii) unauthorised use, hacking, theft or loss of your device on which the GlobeSend App is installed;
 - (ix) your failure to comply with this Agreement, or with applicable laws or regulations;

- (x) the performance or any act or omission of any third party service provider or third party bank (other than, in each case, any DBS Group Member), or any of their employees, representatives or agents;
 - (xi) fraudulent, illegal or unauthorised use of your GlobeSend Account or GlobeSend App, whether you were negligent or not; or
 - (xii) refunds (or lack thereof).
- (b) We also are not responsible for loss of business, loss of goodwill, loss of opportunity, loss of information, loss of revenue, loss of anticipated savings, loss of data, loss of value of any equipment including software or loss of profit or any indirect, consequential, special, economic, or punitive loss or damage. We will not be responsible for the losses contemplated under this Clause 12.2 (*Situations where we are not responsible*) even if we were advised on the possibility of such loss.
- (c) But don't worry, we will not exclude or restrict any liability under this Agreement, if this is not allowed by law.

13. The rest of the legal stuff

13.1. Keeping in Touch:

We will communicate with you via email, text, app notifications, etc., using the most up-to-date contact details we have on record. Please keep this information up-to-date. You are responsible for checking our communications promptly.

13.2. Assignments and transfers:

You cannot assign or transfer any rights or obligations under this Agreement. You agree that we may assign or transfer all or any of our rights and obligations in this Agreement without informing you in advance or requiring your consent.

13.3. Language:

Unless provided for in the applicable Local Jurisdiction Schedule, the English version will prevail if this Agreement is translated into a language other than English and there is any difference or inconsistency between the two.

13.4. Sole proprietors:

- (a) If you are a sole proprietor, you as the owner of the sole proprietorship are bound by this Agreement. You are bound even if there is any change affecting the sole proprietorship or if the sole proprietorship ceases to exist.
- (b) Upon your death or mental incapacity, we may disclose any information in relation to you and the services you use to your legal representative and their legal advisers, your donee under a lasting power of attorney, and/or any deputy appointed under a court order.

13.5. Partnerships:

- (a) If you are a general partnership or a limited partnership, all references to you will be construed to be references to each partner of the partnership. All partners are bound by this Agreement jointly and severally. Subject to any applicable limits for limited partners, all partners are liable for all liabilities owed

by the partnership to us. This will be so even if there are any changes affecting your partnership.

- (b) You must also tell us promptly, in writing, of any change affecting the partnership. We may change, suspend or terminate any services we provide to you if there are any changes to your partnership which are not acceptable to us. You must also ensure that all new partners accept their obligations and liabilities to us under this Agreement.

13.6. Societies, Co-operatives or Unincorporated Associations:

- (a) You must tell us promptly in writing of any change to the society, co-operative society or unincorporated association. We may change or withdraw any services you use if there are any changes to your society, co-operative society, or unincorporated association which are not acceptable to us.

13.7. Provision of Software and other content

- (a) We may provide you with Software required for your use of our services in relation to the GlobeSend Account and/or GlobeSend App. You must have the necessary consents to install, configure and integrate the Software with your systems. You must comply with any additional terms that apply to the Software.
- (b) The intellectual property in the Software, our services and materials belongs to us. You are granted a limited licence to use such intellectual property only in connection with your continued use of the Software or our services. You may not copy, distribute, modify or reverse engineer the Software, and shall assist us in defending against any third party intellectual property claims.

13.8. Time of receipt:

Any correspondence from us to you or your authorised representative(s), if any, will be deemed to be received by you:

- (a) if delivered by hand – at the time of receipt;
- (b) if sent by post – 3 Business Days after posting;
- (c) if sent by email – at the time we send it to your email address; and
- (d) if sent by digital channels such as through the Application – at the time it was sent by us.

13.9. Others:

- (a) *Third party rights:* This agreement applies only to the relationship between you and us. It does not create any rights or obligations between you and any other customer of us.
- (b) *Working with Third Parties:* We may use third parties or other DBS Group Members to provide some services and you agree to us sending and receiving instructions and information on your behalf to such entity. We are not responsible for their actions or errors.
- (c) *Set-off:* We have the right to set off any amount you or your affiliate(s) owes to us or any DBS Group Member against any amount that we or any DBS Group Member owes to you or your affiliate(s), in each case whether due immediately or later and regardless of the place of payment, the booking branch or the

amount or currency of either amount. We may exercise this right at any time and without the need to give prior notice. We will notify you as soon as we reasonably can after such set-off. If we need to convert the currency of any of the amounts to be set-off, we will do so using our prevailing exchange rate.

- (d) *Severability of clauses:* If any term of this Agreement cannot be enforced or is no longer valid under any law, no other terms will be affected.
- (e) *Waiver:* Any waiver or consent provided by us shall only be valid if signed by us in writing. If we decide not to enforce any of our rights under this Agreement, it does not mean we'll not do so in the future. It also does not mean the right no longer exists.
- (f) *Survival of clauses:* After this Agreement has terminated and no amounts are owing by you to us, the following terms in this Agreement will continue to apply: Clause 6.6 (*Records*), Clause 8 (*Disclosure of confidential information and data*), Clause 11 (*Protecting Us from Losses*), Clause 12 (*Our responsibility when things go wrong*), Clause 13.9(c) (*Set-off*), this Clause 13.9(f) (*Survival of clauses*), and Clause 13.9(h) (*Governing law and dispute resolution*).
- (g) *Inconsistencies:* The applicable Local Jurisdiction Schedule supersedes these terms and conditions. For the purpose of the GlobeSend App and the GlobeSend Account only, this Agreement supersedes the DBS General Banking Terms and Conditions that apply to you, if any.
- (h) *Governing law and dispute resolution:* This Agreement is governed by the laws of the Service Jurisdiction. You agree that all disputes in connection with the Agreement will be resolved in the courts of the Service Jurisdiction, and to waive any objection to the courts of the Service Jurisdiction on the ground that it is an inappropriate or inconvenient forum or otherwise. You also agree that we may take proceedings against you in any other jurisdiction (whether concurrently or otherwise), including any jurisdiction where you have assets or where you conduct business activities. You waive any sovereign or other immunity you may have in any jurisdiction from legal proceedings, attachment before or after judgment or execution of judgment. If we request, you agree to promptly appoint a process agent as your agent to receive, accept and acknowledge any document for court proceedings in connection with this Agreement, and notify us of the name and address of the process agent. If any process agent appointed ceases to or is unable to act as your process agent, you must promptly appoint a replacement. If you have failed to appoint a process agent when required to do so, we may appoint another process agent to act for you at your own cost and expense.

14. Contact us!

If there is anything you don't understand, please contact us through the GlobeSend App. Each Local Jurisdiction Schedule will also contain the relevant contact information.

15. Definitions

“Agreement” means this set of terms and conditions and the applicable Local Jurisdiction Schedule, as they may be updated from time to time.

“Business Day” means a day (other than a Saturday or Sunday) on which the applicable member of the DBS Group indicated in the Local Jurisdiction Schedule that applies to you is open for general business.

“DBS Group Member” means DBS Bank Ltd. and each of its branches, parent company, representative offices, agencies, subsidiaries and affiliates (including any branches or representative offices of any subsidiary or affiliate) (and collectively, the “DBS Group”).

“Digital Certificate” means any electronic, digital or other certificate which is used to certify the integrity, authenticity or identity of the issuer and/or any other characteristics of an instruction or other communication that we may accept or prescribe for use in connection with the GlobeSend App or GlobeSend Account.

“GlobeSend Account” means the GlobeSend account that is provided by the applicable DBS Group Member located in the Service Jurisdiction, as may be further described or defined in the applicable Local Jurisdiction Schedule.

“GlobeSend App” means the online GlobeSend platform accessible via a web-browser or application that is provided by the applicable DBS Group Member located in the Service Jurisdiction, as may be further described or defined in the applicable Local Jurisdiction Schedule.

“International Payment” means (a) a payment made from your GlobeSend Account to a payee account in a jurisdiction different from the Service Jurisdiction, or (b) a payment from your GlobeSend Account to a payee account in the Service Jurisdiction but involving a currency other than the Local Currency.

“Local Currency” means the currency which is legal tender in the Service Jurisdiction or such other currency as determined by us.

“Local Jurisdiction Schedule” means any document or any part of a document which we designate or refer to as a Local Jurisdiction Schedule.

“Service Jurisdiction” means the jurisdiction from which we provide you the GlobeSend and GlobeSend Account services. The DBS Group Member which is the provider of such services will be set out in the GlobeSend App or otherwise notified by us to you.

“Software” means the GlobeSend App and any software that we may provide you with which are ancillary to our provision of the GlobeSend Account and/or GlobeSend App.

“SMS OTP” means the dynamic passwords (for one-time use only) contained in text messages sent by us via mobile phones to be used as an identity verification password during login and transaction processes.

“Third Party Sites” means sites on the internet, applications or platforms that are owned and operated by third parties.

“we”, “us” and “our” refers to the applicable DBS Group Member located in the Service Jurisdiction and where the context requires as determined by that DBS Group Member, any agent acting on behalf of any DBS Group Member.

"you" and "your" or similar expressions refers to the person or persons who are applying for and/or who we have agreed to provide any service to under the Agreement, and where the context requires, also refers to your authorised representative.

"person" includes an individual, a partnership, a corporate organisation, an unincorporated association, a government, a state, an agency of state and a trust.