

## Terms and Conditions for Dash

With effect from 1<sup>st</sup> Jan 2021, the payment and other services provided through the Dash mobile application will be provided by SingCash Pte Ltd (“SingCash”) and all rights, title, interests and/or obligations of Telecom Equipment Pte Ltd under the Terms and Conditions for Dash will be assigned and novated to SingCash.

**PLEASE READ THESE TERMS (AS DEFINED BELOW) CAREFULLY BEFORE USING DASH OR DASH VISA VIRTUAL ACCOUNT (AS DEFINED BELOW). IF IN DOUBT, PLEASE SEEK PROFESSIONAL ADVICE. BY USING DASH IN ANY WAY, YOU CONFIRM AND AGREE THAT THESE TERMS FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND SINGCASH PTE LTD (“SINGTEL”). IF YOU DO NOT ACCEPT THESE TERMS (OR ANY PART THEREOF), PLEASE DO NOT USE DASH AND DO NOT APPLY FOR OR USE ANY OF THE PRODUCTS AND SERVICES OFFERED OR PROVIDED ON OR VIA DASH. IN THE EVENT OF A CONFLICT OR INCONSISTENCY BETWEEN THESE TERMS AND ANY OTHER TERMS AND CONDITIONS BETWEEN YOU AND SINGTEL IN RELATION TO THE SUBJECT MATTER OF THESE TERMS, THE PROVISIONS OF THESE TERMS SHALL PREVAIL TO THE EXTENT OF SUCH CONFLICT OR INCONSISTENCY.**

**DASH APPLICANTS AND USERS WHO ARE UNDER 18 YEARS OF AGE SHOULD SEEK PARENTAL CONSENT AND CAN USE THIS SERVICE ONLY IN CONJUNCTION WITH AND UNDER THE SUPERVISION OR CONSENT OF A PARENT OR GUARDIAN. BY REGISTERING FOR AND/OR USING DASH OR DASH VISA VIRTUAL ACCOUNT IN ANY WAY, YOU CERTIFY THAT YOU HAVE UNDERSTOOD THESE TERMS AND THAT YOU ARE EITHER AT LEAST 18 YEARS OLD OR HAVE OBTAINED PARENTAL CONSENT FOR USE OF DASH OR DASH VISA VIRTUAL ACCOUNT.**

### **SECTION A: DASH WALLET ACCOUNT (FOR BASE SERVICES ONLY)**

#### **Definitions and Interpretation**

**1.1** In these Terms, the following words and expressions shall have the following meanings:

**1.1.1** “**Additional Services**” refers to the following services which may be effected or obtained by you through the use of the Dash Application from time to time, and shall include the products and services offered, provided and made available by any person other than Singtel (including any other Singtel Group Corporation and any third party), where your ability to access and use your Dash Wallet Account to effect or obtain any of such products and services is dependent on your entry into and compliance with a separate agreement relating to such Additional Service with the person offering, providing and making available such product or service, where applicable:

- (i) Payment Services (applicable to local and foreign Payment Merchants);
- (ii) Dash Visa Virtual Account Services (applicable to local and foreign Payment Merchants);
- (iii) P2P Services;

- (iv) Remittance Services;
- (v) International Prepaid Airtime Top Up Service; and
- (vi) Banking services.

1.1.2 “**AML**” means anti-money laundering.

1.1.3 “**Appstore**” means an online digital media and/or application store, and includes Apple Inc.’s iTunes Store and Google Inc.’s Google Play store.

1.1.4 “**Base Services**” means the products and services offered, provided and made available by Singtel in accordance with these Terms, which may be effected or obtained by you through the use of the Dash Application from time to time as long as you have in force a valid Dash Wallet Account and your access to and use of the Dash Application have not been suspended or terminated for any reason whatsoever, including, where applicable:

- (i) the Top-Up Services;
- (ii) the Payment Services (applicable to local Payment Merchants only);
- (iii) the Rewards Services;
- (iv) EZ-Link NFC Services;
- (v) Dash Visa Virtual Account Services (applicable to local Payment Merchants only).

1.1.5 “**CFT**” means countering the financing of terrorism.

1.1.6 “**Customer Information**” means all information which you provide or which is obtained as a result of or in connection with these Terms and/or your access to and/or use of the Dash Application, any Dash Service and/or any Dash Content, including information you provide in submitting your request to register for a Dash Wallet Account, information which relates to a transaction, information which identifies or which relates to an individual, whether true or not, and information collected, used and/or disclosed as described in the Dash Data Protection Policy.

1.1.7 “**Dash Application**” means the application(s) for mobile devices (available for download from an Appstore) offered, operated and maintained by or on behalf of Singtel from Singapore, whether jointly with any other banks or persons or otherwise, through which certain products, services and functionalities, as Singtel may determine from time to time at its sole and absolute discretion, are offered and may be accessed and used, and shall include any derivation or upgrade of such applications as may be made available by Singtel, whether jointly with any other banks or persons or otherwise, from time to time.

1.1.8 “**Dash Content**” means all material, information, tools, content, hyperlinks, marks and logos contained in or displayed on, and all software and content which may be downloaded and/or accessed from or are made available through, the Dash Application (and/or any access thereto and/or use thereof), including:

- (i) all features and functionalities for the time being offered and made available on or via the Dash Application;

- (ii) all advertisements, promotions and offers (whether from Singtel, any other Singtel Group Corporation or any third party);
  - (iii) all material, information, tools, content, hyperlinks, marks and logos relating to third parties and/or products and/or services owned or provided by third parties;
  - (iv) all hypertext links to Third Party Sites; and
  - (v) Third Party Content.
- 1.1.9 **“Dash Data Protection Policy”** means the current version of the data protection policy available at <http://www.dash.com.sg/assets/pdf/privacy-policy.pdf> or such other Internet website as may be maintained in respect of such policy.
- 1.1.10 **“Dash Preferred Partners”** means the business partners with whom Singtel or any other Singtel Group Corporation are working with on rewards and promotions relating to Dash.
- 1.1.11 **“Dash Rewards Programme”** means the loyalty rewards programme named “Dash Rewards” managed and operated by the Singtel.
- 1.1.12 **“Dash Rewards Programme Terms”** means the terms and conditions governing participation in the Dash Rewards Program, as provided in Section D (Terms and Conditions for Dash Rewards Program), including any amendments thereto that Singtel may make from time to time in its discretion.
- 1.1.13 **“Dash Service Provider”** means, in respect of a Dash Service, the person offering, providing and making available such Dash Service to users of the Dash Application. A **“Dash Service Provider”** may be Singtel, any other Singtel Group Corporation, or such other third party service provider as may be set out in the Dash Website from time to time.
- 1.1.14 **“Dash Services”** means such products and services as may be effected or obtained through the use of the Dash Application for the time being as may be set out on the Dash Website, comprising the Base Services and the Additional Services. [www.singtel.com/personal/apps-tv/apps/dash.html](http://www.singtel.com/personal/apps-tv/apps/dash.html)
- 1.1.15 **“Dash Visa Virtual Account”** means the virtual VISA card account issued to you by NIUM Pte. Ltd. pursuant to a card scheme and programme administered by Singtel upon the Dash Visa Virtual Account Terms.
- 1.1.16 **“Dash Visa Virtual Account Services”** means the payment related services offered by Singtel through the Dash Visa Virtual Account.
- 1.1.17 **“Dash Visa Virtual Account Terms”** means the terms and conditions relating to the use of the Dash Visa Virtual Account in Section C (Terms and Conditions for Dash Visa Virtual Account), including any amendments thereto that Singtel may make from time to time in its discretion.
- 1.1.18 **“Dash Wallet Account”** means the wallet accounts offered by Singtel, including Dash Wallet Account (for Base Services) and Dash Wallet Account (for Additional Services):
- (i) through which the holder of such account may, *inter alia*, effect and obtain Dash Services, subject to these Terms; and

- (ii) for the purposes of containing e-moneys, which e-moneys is capable of being used by you to carry out such transactions as Singtel may from time to time specify (including those which may be made pursuant to the Dash Services).
- 1.1.19 **“Dash Website”** means [www.dash.com.sg](http://www.dash.com.sg), [www.singtelshop.com](http://www.singtelshop.com) or such other Internet website as Singtel may maintain in respect of Dash from time to time.
- 1.1.20 **“EZL”** means EZ-Link Pte Ltd (Company Registration Number 200200086M) and its successors.
- 1.1.21 **“EZ-Link NFC Services”** means the payment related services offered by EZL for payment of EZL approved merchants and public transport services through the EZ-Link Purse embedded in the Singtel Transit NFC SIM Card.
- 1.1.22 **“EZ-Link NFC Terms”** means the terms and conditions relating to the use of the EZ-Link NFC Services and the EZ-Link Purse, including any amendments thereto that EZL may make from time to time in its discretion. Please refer to <http://www.ezlinknfc.com/terms-conditions> for the terms and conditions.
- 1.1.23 **“Force Majeure Event”** means any event or circumstance the occurrence and the effect of which Singtel is unable to prevent and avoid notwithstanding the exercise of reasonable foresight, diligence and care on the part of Singtel.
- 1.1.24 **“Indemnified Parties”** means Singtel, the other Singtel Group Corporations and each of their respective directors, officers, employees, suppliers, vendors, licensors, agents and representatives.
- 1.1.25 **“Intellectual Property Rights”** means patents, trade marks, service marks, trade names, domain names, rights in designs, semiconductor topography rights, database rights of unfair extraction and reutilisation, copyrights (including rights in computer software), rights in know-how and other intellectual or industrial property rights (whether registered or unregistered and including applications for the registration of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.
- 1.1.26 **“International Prepaid Airtime Top Up Service”** means the ‘hi!Share International’ Pre-paid Airtime Top Up value added service offered, provided and made available by Singtel Mobile Singapore Pte Ltd, a Singtel Group Corporation.
- 1.1.27 **“Losses”** means all losses, liabilities, costs, damages (including damages arising from cyber attacks), claims, expenses (including legal fees, costs and expenses on a full indemnity basis), compensation, demands, actions and proceedings, howsoever arising, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, and whether direct, indirect or consequential.
- 1.1.28 **“NFC”** means near field communications, which is a short range wireless technology.
- 1.1.29 **“NFC SIM Card”** means a smart card on which a user service identity module application resides and which is used for accessing 3G mobile telecommunication services. It includes a secure element, with capabilities to support the function in the NFC SIM Card that enables access to the NFC Payment Services.
- 1.1.30 **“NFC SIM Card Terms”** means the terms and conditions relating to the use of the NFC SIM Card, as may be amended from time to time.

- 1.1.31 **“P2P Services”** means payment and electronic or mobile money transfer services between natural persons, regardless whether such services are support or facilitated by Singtel or otherwise, which services shall be subject always to the terms of the separate agreements relating to such services with the persons offering, providing and making available such services, where applicable.
- 1.1.32 **“Payment Amount”** means, in respect of a Payment Transaction, the amount as specified or confirmed in the relevant Payment Transaction Request as the amount to be paid to the relevant Payment Beneficiary, or deemed to be the “Payment Amount” for such Payment Transaction pursuant to Clause 1.35.
- 1.1.33 **“Payment Beneficiary”** means a Payment Merchant who is designated by you to receive payment via a Payment Service.
- 1.1.34 **“Payment Merchant”** means a merchant entity
- (a) who is for the time being recognised by Singtel as a registered merchant who has entered into a binding subscription, merchant or merchant services agreement (or such other equivalent agreement) with Singtel to accept payment for product(s) or service(s) effected through the Dash Application;
  - (b) who is for the time being approved by Cross Border Payments Pte Ltd to accept payment for product(s) or service(s) effected through the “VIA” cross border person-to-merchant payment platform operated by Cross Border Payments Pte Ltd;
  - (c) participating in the VISA PayWave scheme and approved by Singtel from time to time .
- 1.1.35 **“Payment Services”** means such payment-related services which may be effected or obtained through the use of the Dash Application or the Dash Visa Virtual Account, as the case may be, pursuant to which payments may be made via such payment instruments, technologies and/or methods as may be determined by Singtel from time to time, including:
- (i) payments to Payment Merchants for product(s) and service(s) offered and/or provided by or on behalf of such Payment Merchants;
  - (ii) top-up of pre-paid phone and data cards offered by a Payment Service Provider, where applicable;
  - (iii) such other services as may be set out in the Dash Website from time to time.
- For the avoidance of doubt, Payment Services shall not include payments to natural persons other than payments to Payment Merchants for product(s) and service(s) offered and/or provided by or on behalf of such Payment Merchants as provided herein.
- 1.1.36 **“Payment Transaction”** means a payment transaction performed in fulfilment of a Payment Transaction Request.
- 1.1.37 **“Payment Transaction Request”** means a request made to Singtel to make payment to a Payment Beneficiary.
- 1.1.38 **“PIN”** means a personal identification number, which is created when you sign up for Dash Services.
- 1.1.39 **“Remittance Services”** means the cross border remittance service provided by Singtel that enables a Customer to remit funds to the Customer's designated beneficiaries in the territory of

Philippines, Indonesia, India, Myanmar and China, and such other territories as may be determined by Singtel from time to time, in accordance with the Remittance Service Terms.

- 1.1.40 **“Remittance Service Terms”** means the General Terms and Conditions for Remittance (Remittance Service) relating to the use of the Remittance Services available at [www.dash.com.sg/terms](http://www.dash.com.sg/terms)
- 1.1.41 **“Rewards Services”** means the provision of loyalty, rewards and/or coupons by Singtel and/or Dash Service Providers to customers for using such Dash Service(s) as Singtel may specify from time to time, via [www.dash.com.sg/rewards](http://www.dash.com.sg/rewards) or [www.dash.com.sg/deals](http://www.dash.com.sg/deals) or otherwise, and subject to such terms and conditions as may be provided in the Dash Website in relation to the same.
- 1.1.42 **“S\$”** means the lawful currency of Singapore.
- 1.1.43 **“Singtel”** means SingCash Pte. Ltd. (Company Registration Number 201106360E) and its successors. Singtel is a holder of a Major Payment Institution licence issued by the MAS under the Payment Services Act 2019.
- 1.1.44 **“Singtel Remittance Counters”** means the physical counters operated by Singtel in Singapore to provide services in relation to Remittance Services and Dash Services to its customers.
- 1.1.45 **“Singtel Group Corporation”** means any related corporation (as defined in the Companies Act (Cap. 50)) of Singapore Telecommunications Limited (Company Registration Number 199201624D).
- 1.1.46 **“Singtel Transit NFC SIM Card”** means a smart card on which a user service identity module application resides and which is used for accessing 3G mobile telecommunication services. It includes a secure Element, with capabilities to support the function in the Singtel Transit NFC SIM Card that enables access to Payment Service including EZ-Link NFC Services
- 1.1.47 **“SMS”** means Short Message Service.
- 1.1.48 **“Terms”** means these Terms and Conditions, as may be amended from time to time.
- 1.1.49 **“Third Party Content”** means all material, information, tools, content and hyperlinks contained in Third Party Sites (whether relating to third parties and/or products and/or services owned or provided by third parties or otherwise).
- 1.1.50 **“Third Party Sites”** means websites and/or mobile applications owned, operated or provided by third parties.
- 1.1.51 **“Top-Up Services”** means the services offered, provided and made available by Singtel comprising the top-up of pre-paid telecommunication or data card(s) offered by a Singtel Group Corporation, as described in Clause 1.43, but shall not include International Prepaid Airtime Top Up Service.

**1.2** The headings or titles to the Clauses in these Terms are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Terms.

**1.3** Where the context so admits, the singular shall include the plural and words in the masculine gender shall include the feminine gender and/or neuter gender and vice-versa.

- 1.4** Any reference in these Terms to any Clause shall be construed as a reference to the clauses of these Terms unless otherwise expressly stated.
- 1.5** The words “include” or “including” in these Terms shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import.
- 1.6** Any reference in these Terms to any person shall be construed as a reference also to such person’s successors and assigns.
- 1.7** To contact Singtel in connection with any matter relating to the Dash Application or any Base Service, you may call Singtel’s customer hotline at 1800 438 3274. Singtel may record any telephone conversation with you without notice to you. You hereby agree to such recordings and that such recordings shall be admissible in evidence in any proceedings and shall be binding on you.
- 1.8** Any determination, decision or opinion that Singtel may make or have under or as envisaged in any provision in these Terms may be made or held in the sole and absolute discretion of Singtel (whether or not it is expressly stated as such in the relevant provision). Singtel shall not be required to provide any reason or explanation for any of its determinations, decisions and opinions. Without prejudice to the foregoing, if Singtel nevertheless provides any reason or explanation for any of its determinations, decisions or opinions, such reason or explanation shall not be binding on Singtel, and does not constitute any representation, warranty or undertaking by Singtel (as to future action or otherwise).

### **Eligibility for Dash**

- 1.9** You acknowledge and agree that before you are eligible to access and use the Dash Application (including to effect and obtain any Dash Service), you are required to satisfy all the criteria set forth in these Terms, as may be amended from time to time by Singtel in its sole and absolute discretion, and to have successfully passed all identification checks, due diligence and other checks, screenings and verifications (including for anti-fraud, anti-terrorism, CFT and AML purposes) which Singtel in its sole and absolute discretion considers necessary.
- 1.10** You acknowledge, agree and warrant that you are, and will at all times be, in compliance with the following:
  - 1.10.1** you are of legal age of majority to contract (and in any event, no less than 18 years of age) and are legally capable and permitted to accede to these Terms, or if you are under 18 years of age (but in any event, not less than 14 years of age), you have obtained the consent and permission of your parent or legal guardian for use of Dash in accordance with these Terms. You shall not be eligible to access and use the Dash Application (including to effect and obtain any Dash Service) if you are less than 14 years of age;
  - 1.10.2** you shall register for and have in force a valid Dash Wallet Account and shall comply with these Terms and all terms and conditions governing the use of Dash Services, and your access to and use of the Dash Application have not been suspended or terminated for any reason whatsoever; and
  - 1.10.3** you are not in arrears of any payment due to any Singtel Group Corporation.
- 1.11** In the event any of the criteria in these Terms has not been satisfied or ceases to be satisfied at any time whatsoever, and/or any provision of these Terms is not complied with, and/or you fail to successfully pass any identification check, due diligence and/or other check, screening and/or verification (including for anti-fraud, anti-terrorism, CFT and AML purposes) which Singtel in its sole and absolute discretion considers necessary, or if at any time, Singtel, at its sole and absolute discretion, suspects any fraud in relation to, and/or misuse of your Dash Wallet Account and/or the Dash Application, Singtel shall be

entitled to suspend or terminate the availability to you of and/or your access to and/or use of your Dash Wallet Account (in whole or in part), the Dash Application (in whole or in part) and/or any Base Service, and/or procure the suspension or termination of the availability to you of and/or your access to and/or use of any other Dash Service by the relevant Dash Service Provider, in each case, without notice to you and without giving any reason.

### **Registration for Dash Wallet Account (for Base Services Only)**

- 1.12** To access the Base Services only, you may register for Dash Wallet Account (for Base Services) through any one of the following channels by submitting a request in such manner and form and accompanied by such information and supporting documentation as may be required from time to time:
- 1.12.1** In person at a Singtel Shop or a Singtel Exclusive Retailer;
  - 1.12.2** in person at a Singtel Remittance Counter or such other authorised locations as may be determined by Singtel from time to time;
  - 1.12.3** in person at roadshows organised by any Singtel Group Corporation from time to time;
  - 1.12.4** over the internet through the Dash Website (when available);
  - 1.12.5** through the Dash Application;
  - 1.12.6** through telesales services offered by Singtel or any Singtel Group Corporation from time to time;  
or
  - 1.12.7** such other channels as Singtel may make available from time to time;
  - 1.12.8** Singtel retains the sole and absolute discretion to approve or reject any request to register Dash Wallet Account (for Base Services) in whole or in part, or to impose any conditions whatsoever to the registration of Dash Wallet Account (for Base Services).
- 1.13** You may only register for Dash Wallet Account (for Base Services), and access and use the Dash Application and the Base Services, for (and only for) your own behalf and personal use, and not for the benefit or on behalf of any other person (including natural person or legal person). Without prejudice to the foregoing, you shall not assist, cause, permit or authorise any other person (including natural person or legal person) to access or use your Dash Wallet Account (for Base Services) to effect or obtain any Dash Service, including making any payments or carrying out any transactions or other activity pursuant to any Dash Service.
- 1.14** Where you are not the registered owner of the mobile line linked to the mobile number you have provided to Singtel in order to register for Dash Wallet Account, you hereby represent and warrant that you have informed and obtained the consent of the registered owner to use such mobile number and the mobile line linked to such mobile number to register for your Dash Wallet Account.
- 1.15** Any request to change the mobile number registered to your Dash Wallet Account shall be subject to any terms, conditions and processes as may be introduced, amended and/or implemented by Singtel from time to time in relation to the same. Singtel retains the sole and absolute discretion to approve or reject any such request to change the mobile number registered to your Dash Wallet Account, and to terminate or suspend your access to and use of the Dash Application and/or your Dash Wallet Account upon such rejection.



- 1.16** Dash Wallet Account (for Base Services) may be used only to access Base Services, and may not be used to access any Additional Services.

### **Use of Dash Wallet Account**

- 1.17** Any access or use of your Dash Wallet Account in breach of these Terms or any access or use of your Dash Wallet Account for any purpose which is prohibited by any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body shall be void and you shall have no rights under these Terms in respect of such access and/or use.
- 1.18** Where the mobile line linked to the mobile number you have provided to Singtel in order to register for Dash Wallet Account is transferred, suspended or terminated for any reason whatsoever, you shall forthwith notify Singtel of the same and provide to Singtel the particulars of a new mobile line to replace such transferred, suspended or terminated mobile line (if any). If you do not provide a new mobile line to replace such transferred, suspended or terminated mobile line, Singtel shall be entitled to suspend (for such period as Singtel may in its sole and absolute discretion consider appropriate) or terminate your Dash Wallet Account and/or your access to and/or use of the Dash Application (in whole or in part), without notice to you. In such event, any balance for the time being standing to the credit of your Dash Wallet Account shall, for the purposes of these Terms, be deemed to be Unused Balance (as defined in Clause 1.31). Notwithstanding the foregoing, if you shall fail to promptly notify Singtel of your transferred, suspended or terminated mobile line, as herein required, you shall nevertheless be responsible and liable for all transactions carried out through your Dash Wallet Account using the Dash Application or such Dash Service (as the case may be), notwithstanding that such transactions may have been carried out, and/or your PIN or such details may have been used by any other person without your knowledge or authority.
- 1.19** You will need to use your PIN and such other details relating to your Dash Wallet Account as Singtel may from time to time require to access and use the Dash Application (including to effect or obtain any Dash Service) You are responsible for safekeeping and maintaining the confidentiality of your PIN and all details of your Dash Wallet Account. You must not disclose to any person your PIN or any details of your Dash Wallet Account, and shall not assist, cause, permit or authorise any person to use your PIN or Dash Wallet Account for any purpose whatsoever. You shall take such measures as may be necessary and all due care to protect your PIN and Dash Wallet Account against misuse by third parties.
- 1.20** You shall promptly notify Singtel upon discovering that there has been any:
- 1.20.1** inappropriate or unauthorised disclosure of and/or use of your PIN and/or any details of your Dash Wallet Account; and/or
  - 1.20.2** inappropriate or unauthorised access to and/or use of the Dash Application and/or any Dash Service effected using your PIN and/or any details of your Dash Wallet Account,
- and you shall promptly take such steps as may be specified by Singtel in relation to the foregoing matters (including to change your PIN).
- 1.21** You are solely responsible and liable for any access to and use of the Dash Application or any Dash Service effected through the use of your PIN and/or any details of your Dash Wallet Account, notwithstanding that your PIN or such details may have been used by any other person without your knowledge or authority.

### **Dash Application and Dash Services**

- 1.22** Subject always to these Terms, Singtel grants you a limited, non-transferable and non-exclusive, revocable, free of charge, personal licence for the period during which (i) you have in force a valid Dash Wallet Account and (ii) your Dash Wallet Account and/or access to and use of the Dash Application have not been suspended or terminated for any reason whatsoever, to access and use the Dash Application to effect and obtain Dash Services, provided that such access and use shall be made in Singapore on a mobile device that you own or control for non-commercial purposes.
- 1.23** You acknowledge and agree that the access to and use of the Dash Application and Dash Services is offered to you on an "as available, where available" basis. Singtel may, at its sole and absolute discretion, at any time add to, vary or limit the features and/or functions of the Dash Application, any Dash Service or any Dash Content which may be made available to you, and/or provide for, vary, supplement or amend and terms and conditions relating to your use of such the Dash Application, any Dash Service or any Dash Content which may be made available to you without notice to you.
- 1.24** Any and all access and use by you of the Dash Application and Dash Services shall be governed by these Terms, where applicable, and is subject to such other guidelines, procedures, policies and regulations which may be prescribed, introduced, varied and/or amended by any applicable regulatory authority or law enforcement body from time to time.
- 1.25** Without prejudice to the above, you acknowledge and agree that in order to be eligible to apply for and continue to use the EZ-Link NFC Service, you are required to apply for and use the Singtel Transit NFC SIM Card and comply with the EZ-Link NFC Terms relating to the use of the EZ-Link NFC Service. Termination of the EZ-Link purse and EZ-Link NFC Service and refund of monies remaining in the EZ-Link Purse shall be in accordance with the EZ-Link NFC Terms. Please contact EZL Customer Service Hotline and/or refer to [www.ezlinknfc.com](http://www.ezlinknfc.com) for EZ-Link Purse and EZ-Link NFC Service related enquiries (including transactions such as top-up and refunds).
- 1.26** You must (and may only) pursue any claim, dispute or remedy which you may have in relation to a Dash Service with the relevant Dash Service Provider.
- 1.27** Where the relevant Dash Service Provider is not Singtel:
- 1.27.1** Singtel's obligations are limited to taking instructions from you (which instructions shall be in such manner and form and accompanied by such information and supporting documentation as Singtel may require from time to time) and such Dash Service Provider and relaying such instructions to you or the Dash Service Provider, as the case may be, in connection with the relevant Dash Service. Singtel shall have no other responsibility in relation to the relevant Dash Service.
- 1.27.2** Any instructions given by you to Singtel in connection with any Dash Service may not be cancelled, withdrawn or amended unless Singtel in its sole and absolute discretion consents otherwise. Singtel shall not bear any liability or responsibility for any and all Losses if Singtel does not or is unable to stop or prevent the carrying out of the relevant Dash Service or any transaction as a result of such instructions.
- 1.28** Notwithstanding any other provision of these Terms, Singtel shall be entitled, in its discretion, to refuse to carry out and/or complete any request submitted or transaction carried out by you or on your behalf pursuant to any Dash Service.

## **Dash Wallet Account Top Up and Refund**

**1.29** You may top-up and add credit to your Dash Wallet Account through the following cash-in points, subject to any terms, conditions and processes as may be introduced, amended and/or implemented by Singtel or the respective cash-in channel providers from time to time in relation to the same:

- (i) Singtel Remittance Counters;
- (ii) Singtel Shops and Singtel Exclusive Retailers;
- (iii) eNets, via AXS and/or the Dash Application, or any other platforms as may be determined by Singtel from time to time at its sole discretion;
- (iv) Selected VISA/Master Cards (excluding prepaid VISA/Master Cards); and
- (v) such other channels (including participating retail stores and payment kiosks) as may from time to time be offered, provided or made available by Singtel to you and listed on the Dash Website;

provided that your Dash Wallet Account can only hold, in aggregate, a maximum credit amount of S\$999 (or such other amount as Singtel may determine in its discretion from time to time) at any point in time.

**1.30** Notwithstanding and without prejudice to anything contained herein, you acknowledge and agree that Singtel has a right to claim directly against you for any top-up or credit amount that is due and payable by you to any Singtel Group Corporation in relation to your Dash Wallet Account or your use of the Dash Application.

**1.31** The balance for the time being standing to the credit of your Dash Wallet Account ("**Unused Balance**") is held on trust by Singtel for you.. Save as otherwise expressly provided in this Clause 1.31, no refunds or cash withdrawals may be made from your Dash Wallet Account:

**1.31.1** You may at any time submit a request to Singtel through the Dash Hotline at 1800 438 3274 for a refund of the Unused Balance and termination of your Dash Wallet Account. Such request shall be made in such manner and form and accompanied by such information and supporting documentation as may be required by Singtel from time to time. Upon receipt of your request, Singtel will provide, subject to verification and any deductions as provided in Clauses 1.31.3 and 1.31.4, a full refund of the Unused Balance to you, whereupon your Dash Wallet Account shall be terminated. The refund shall be made by Singtel in such manner and at such time as Singtel may determine in its sole discretion, as shall be advised by Singtel.

**1.31.2** For avoidance of doubt, Singtel will not entertain any request for partial refund only of the Unused Balance.

**1.31.3** Where you have outstanding payments owing to any Singtel Group Corporation, Singtel shall be entitled to first set-off the outstanding payments due to such Singtel Group Corporation against the Unused Balance for the time being.

**1.31.4** Any refund of any Unused Balance may be subject to such additional administrative fees as Singtel may from time to time determine. The imposition of such administrative fees, and any changes and amendments thereto, shall be effective upon posting on the Dash Website or on such date as may be otherwise stated. Your continued access to and use of the Dash Application, your Dash Wallet Account and/or any of the Dash Services shall be deemed to be your conclusive acceptance of such fees and charges, and changes and amendments to such fees and charges (if any).

- 1.32** Notwithstanding any provision in these Terms, Singtel shall be entitled to, at any time and without notice to you:
- 1.32.1** deduct from your Dash Wallet Account any amount deemed by Singtel in its sole discretion to have been wrongly credited into your Dash Wallet Account and/or reverse any transaction carried out using your Dash Wallet Account, whether due to mobile networks or delivery systems error or otherwise;
  - 1.32.2** deduct from your Dash Wallet Account any fees, charges or other amounts which are payable by you to Singtel or any Singtel Group Corporation, whether under these Terms or otherwise; and/or
  - 1.32.3** deal with and/or take any action in respect of, any Unused Balance for the time being, if required by and in accordance with any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body.

### **Payment Services**

- 1.33** You acknowledge and agree that before you are eligible to access and use any Payment Service, you are required to satisfy all the criteria set forth in these Terms, as may be amended from time to time by Singtel in its sole and absolute discretion. In the event any such criteria has not been satisfied or ceases to be satisfied at any time whatsoever, or any provision of these Terms is not complied with, Singtel shall be entitled in its discretion to suspend or terminate (as the case may be) the availability to you of and/or your access to and/or use of any Payment Service.
- 1.34** You acknowledge, agree and warrant that you are, and will at all times be, in compliance with the following:
- 1.34.1** in relation to the NFC Payment Services, you have applied for and will use the relevant NFC SIM Card, and will at all times comply with the provisions of the relevant NFC SIM Card Terms;
  - 1.34.2** you have full capacity, authority and legal right to enter into and engage in Payment Transactions; and
  - 1.34.3** where the relevant Payment Beneficiary is a Payment Merchant, the transaction and contract between you and such Payment Merchant, and the performance of such transaction and contract, relate to the supply and/or provision of goods and/or services that are legal, valid and enforceable in Singapore and any relevant jurisdiction (including the jurisdiction in which such goods and/or services are to be supplied and/or provided), and the charges incurred under such transaction and contract are legal, valid and enforceable in Singapore and any relevant jurisdiction (including the jurisdiction in which such charges are to be incurred).
- 1.35** All Payment Amounts shall be denominated in Singapore dollars. If any sum specified by you to be paid to the relevant Payment Merchant under a Payment Transaction Request is denominated in any currency other than Singapore dollars, Singtel shall be entitled to convert such sum into Singapore dollars at such rate as may be determined by Singtel or VISA, as the case may be, and such converted sum, including any additional fees and charges that may be imposed by Singtel or VISA in accordance with these Terms or the Dash Visa Virtual Account Terms shall be deemed to be the "Payment Amount" for the purposes of these Terms.
- 1.36** You further acknowledge and agree that the continued provision of the Payment Services to you, the acceptance by Singtel of each Payment Transaction Request and the performance by Singtel of each Payment Transaction, and any refund to your Dash Wallet Account in accordance with these Terms are subject to the following conditions (in addition to the other criteria and conditions under these Terms):

- 1.36.1** the relevant Payment Beneficiary having successfully passed all identification checks, due diligence and other checks, screenings and verifications (including for anti-fraud, anti-terrorism, CFT and AML purposes) as may be required by any applicable regulatory authority or law enforcement body from time to time and/or which Singtel in its sole and absolute discretion considers necessary;
- 1.36.2** the relevant Payment Beneficiary complying with all terms and conditions imposed by Singtel for the receipt of the relevant Payment Amount;
- 1.36.3** the Unused Balance for the time being in your Dash Wallet Account being sufficient to fulfil the relevant Payment Transaction Request;
- 1.36.4** where the relevant payment is to be made into your Dash Wallet Account, the Unused Balance following such payment shall not exceed S\$999 at any point of time;
- 1.36.5** you having paid all applicable fees and charges (including goods and services tax and all taxes imposed on or payable in respect of such fees and charges) which may be payable in respect of the Dash Services you have effected or obtained through the Dash Application and/or in relation to your Dash Wallet Account.
- 1.37** Singtel will make reasonable efforts to ensure that the Payment Transactions are processed and performed in a timely manner, but makes no representation or warranty regarding the time needed to complete processing or to transfer the amount to the relevant Payment Beneficiary, and will not be liable or responsible for any Loss to you or any Payment Beneficiary due to any delay in the processing of any Payment Transaction, the transfer of any Payment Amount, or the receipt of any Payment Amount by any Payment Beneficiary, save where such Loss is directly and solely caused by Singtel's fraud, gross negligence or wilful misconduct.
- 1.38** Singtel shall be entitled, in its sole and absolute discretion, to refuse to perform and/or complete any Payment Transaction (including if any of the conditions set out in the provisions of these Terms are not fulfilled for any reason whatsoever and/or Singtel has reason to believe, in its sole and absolute discretion, that any representation or warranty given by you under these Terms is or has become untrue or incorrect or is breached in any respect).
- 1.39** You shall exercise caution when transferring any Payment Amount to any unfamiliar Payment Beneficiary and shall always be alert to the possibility of fraud.
- 1.40** You acknowledge and agree that:

  - 1.40.1** you are solely responsible for ensuring the accuracy, adequacy and completeness of each Payment Transaction Request, and the requested Payment Amount, are accurate, up-to-date and reflect your intentions and Singtel shall not be obliged to verify the accuracy, adequacy and completeness of any such Payment Transaction Request; and
  - 1.40.2** a Payment Transaction Request once given to Singtel may not be cancelled, withdrawn or amended by you unless Singtel in its sole and absolute discretion consents otherwise, and in this connection, Singtel has no liability or responsibility if it does not or is unable to stop or prevent the implementation of the Payment Transaction.
- 1.41** If a Payment Merchant makes a request through the mobile payment system provided to it by Singtel to void any Payment Transaction made by you, Singtel may, in its sole discretion, refund the relevant Payment Amount to you by crediting such Payment Amount to your Dash Wallet Account, after deducting

any fees, charges or other amounts which may be payable by you to Singtel or any Singtel Group Corporation, whether under these Terms or otherwise.

- 1.42** In respect of any complaints concerning any Payment Transaction Request raised by you to Singtel, you hereby acknowledge that:
- 1.42.1** you shall satisfactorily provide such documentary proof as Singtel may require as relevant evidence toward Singtel's investigation of the relevant Payment Transaction Request;
  - 1.42.2** you shall notify in writing to Singtel of any issues with, discrepancy or dispute in relation to any Payment Transaction Request within 30 calendar days from the date of that Payment Transaction Request, with satisfactory documentary proof as described in Clause 1.42.1; and
  - 1.42.3** without prejudice to any of Singtel's other rights and remedies (under these Terms, at law, in equity or otherwise), Singtel retains the sole and absolute discretion to conduct independent investigations into each and every Payment Transaction Request made by you, and reserves the right to make such determination as it may deem fit.

### **Top-Up Services**

- 1.43** If you use the Dash Application for Top-Up Services, including without limitation, to top-up and add credit to any pre-paid telecommunication or data card offered by a Singtel Group Corporation held by you, you acknowledge and agree that at all material times:
- 1.43.1** Singtel's sole responsibility is limited to facilitating the payment by you to such Singtel Group Corporation, as the case may be, in order to top-up and add credit in and to your pre-paid telecommunication or data cards;
  - 1.43.2** Singtel is acting solely as agent on behalf of such Singtel Group Corporation, as the case may be, to collect the relevant top-up or credit amount from you;
  - 1.43.3** Singtel will not otherwise hold any amount (in the form of money or any other form) in relation to such top-up or credit.

### **Dash Visa Virtual Account Services**

- 1.44** You acknowledge and agree that your use of the Dash Visa Virtual Account Services is subject to the Dash Visa Virtual Account Terms. By using the Dash Visa Virtual Account Services or any Base Service, you shall be deemed to have accepted and agreed to be bound by the Dash Visa Virtual Account Terms, which shall form an integral part of these Terms.

### **Charges**

- 1.45** Singtel shall be entitled to at any time impose fees and charges on you, and to change and/or amend such fees and/or charges payable, for your access to and use of the Dash Application or any Dash Services (including but not limited to your registration for and top up of Dash Wallet Account and/or transfer of Unused Balance), any reactivation or termination of the provision of and/or your access and/or use of the Dash Application and/or your Dash Wallet Account and/or for refund of any Payment Amount (or part thereof) or of the Unused Balance, in accordance with these Terms. The quantum of such fees and charges shall be as determined by Singtel. The imposition of such fees and charges, and any changes and amendments, shall be effective upon posting on the Dash Website or on such date as may be otherwise stated. Your continued access to and use of the Dash Application and/or your Dash Wallet

Account shall be deemed to be your conclusive acceptance of such fees and charges, and changes and amendments to such fees and charges (if any).

- 1.46** A Dash Service Provider shall be entitled to at any time impose fees and charges on you, and to change and/or amend such fees and/or charges payable, for your access to and use of the relevant Dash Service and related Dash Content, and/or any reactivation or termination of the provision of and/or your access and/or use of the relevant Dash Service and related Dash Content. The quantum of such fees and charges shall be as determined by such Dash Service Provider. The imposition of such fees and charges, and any changes and amendments, shall be effective upon posting on the Dash Website or on the website of such Dash Service Provider or on such date as may be otherwise stated. Your continued access to and use of the relevant Dash Service and related Dash Content shall be deemed to be your conclusive acceptance of such fees and charges, and changes and amendments to such fees and charges (if any).
- 1.47** Where you do not carry out any transaction through your Dash for a continuous period of more than six months, Singtel may designate your Dash Wallet Account as a “Dormant Account”. A dormancy fee (to be determined by Singtel and posted on the Dash Website from time to time) shall then be charged by Singtel and deducted from your Dash Wallet Account for every month thereafter during which your Dash Wallet Account remains a Dormant Account. You will not be able to carry out transactions with a Dormant Account, and will need to contact Singtel at its customer care hotline at 1800 438 3274 to reactivate a Dormant Account. Singtel shall be entitled to suspend or terminate your ability to access and use your Dash Wallet Account to effect or obtain any and all Dash Services where your Dash Wallet Account is a Dormant Account and the balance in your Dash Wallet Account is insufficient to meet the monthly dormancy fee payable.
- 1.48** You shall be solely responsible and liable for all fees and charges (including goods and services tax and all taxes imposed on or payable in respect of such fees and charges) which may be payable pursuant to these Terms. You acknowledge and agree that any such fees and charges (which relate to transactions carried out through your Dash Wallet Account) may be directly debited from your Dash Wallet Account.
- 1.49** You acknowledge and agree that your use of any mobile or data services in relation to your download of the Dash Application (and/or any updates thereof) and/or any access to and/or use of the Dash Application, any Dash Service and/or any Dash Content may entail additional charges with the relevant mobile and telecommunication service providers and that you shall be solely responsible for such charges (where applicable).

### **Your General Obligations**

- 1.50** Without prejudice to any other obligations which you may have (whether under these Terms, at law, in equity or otherwise), you represent, warrant and undertake that:
- 1.50.1** any and all information provided by you to Singtel and/or any other Singtel Group Corporation in connection with your access to and use of the Dash Application, any Dash Service or any Dash Content (including in the course of registering for a Dash Wallet Account) shall be true, accurate and complete, and you shall promptly notify and update Singtel and/or the relevant other Singtel Group Corporation in the event of any change to such information (in such form and with such valid supporting documentation as may be required by Singtel and/or the relevant other Singtel Group Corporation from time to time);
- 1.50.2** you are not and will not at any time be located in a country that is subject to embargo, or that has been designated as a “terrorist supporting” country by the Government of Singapore or by any regulatory authority and/or law enforcement body in Singapore;

- 1.50.3** you are not and will not at any time be listed on any list of prohibited or restricted parties by the Government of Singapore or by any regulatory authority and/or law enforcement body in Singapore;
- 1.50.4** you shall comply with:
- (i) all applicable laws and directions, orders and requirements of any applicable regulatory authority and/or law enforcement body, including tax obligations for each jurisdiction in which you may have tax liability; and
  - (ii) such policies, measures, guidelines, regulations and procedures (such as security and encryption standards, rules and procedures) as Singtel may specify from time to time in relation to the Dash Application, including the provision of the Dash Application by Singtel to you, and your use of the Dash Application, any Dash Service and any Dash Content;
- 1.50.5** you have taken, obtained and shall maintain in force all necessary action to authorise and all necessary permits, licences, approvals, consents, waivers and exemptions for your entry into and performance of your obligations under these Terms and to access and use your Dash Wallet Account, the Dash Application and the relevant Dash Services and related Dash Content, in each case, in accordance with all applicable laws and directions, orders and requirements of any applicable regulatory authority and/or law enforcement body;
- 1.50.6** you shall not at any time access or use the Dash Application, any Dash Service or any Dash content for any unlawful or illegal activity or purpose or in any manner which will result in you or Singtel or any other Singtel Group Corporation breaching any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body; and
- 1.50.7** you shall render to each of Singtel and the other Singtel Group Corporations any assistance and co-operation as Singtel or such other Singtel Group Corporation (as the case may be) may require in connection with any investigation undertaken and/or action taken by Singtel or such other Singtel Group Corporation (as the case may be) (including that referred to in Clause 1.54).
- 1.51** When using the Dash Application, you agree not to do (or facilitate or attempt the doing of), and not to permit, cause or procure that any person to do (or facilitates or attempts the doing of), directly or indirectly, any of the following:
- 1.51.1** compromising or undermining the security or integrity of the Dash Application or any of equipment, systems, networks, sites, servers and infrastructure used for the purposes of and in connection with the function of and providing you with the Dash Application;
  - 1.51.2** accessing or using the Dash Application via any means or interface without obtaining express authorised permission from the relevant party(ies), including using or launching any automated system;
  - 1.51.3** accessing, using or damaging, or disrupting or impeding the operation of, any of equipment, systems, networks, sites, servers and infrastructure used for the purposes of and in connection with the function of and providing you with the Dash Application (other than as expressly permitted in these Terms);
  - 1.51.4** renting, leasing, lending, trading, selling, reselling or otherwise charging any person for the use of the Dash Application;



- 1.51.5 breaching any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body or any rule, regulation or policy applicable to any network, server, computer database, website or news group that you may access;
- 1.51.6 infringing any intellectual property right, proprietary, privacy or publicity rights of any person, or breach any obligation of confidence or any other proprietary right;
- 1.51.7 breaking into or accessing any computer hardware, software, system or procedure;
- 1.51.8 relaying any material through any third-party equipment, systems, networks, sites, servers and/or infrastructure without authorisation;
- 1.51.9 using or storing any bots on Singtel or any other Singtel Group Corporations' servers;
- 1.51.10 carrying out any activities which Singtel may consider to be actually or potentially injurious to any person (including any Singtel Group Corporation);
- 1.51.11 sending, posting (whether through the Dash Application, on any website, mobile site, application, interface or platform that displays the "Dash" mark, or otherwise), transmitting, distributing, linking to, soliciting, collecting or otherwise dealing with any content or service that:
  - (i) contains or constitutes unsolicited material (including unsolicited bulk mail messages, masses of electronic mail and other data) that could be expected to adversely affect any network or facilities;
  - (ii) does not meet acceptable standards of decorum and good taste;
  - (iii) contains or constitutes any material that is, or that Singtel considers, in its sole and absolute discretion, to be, obscene, offensive, defamatory, libellous, unlawfully threatening or harassing or otherwise actionable;
  - (iv) infringes any right of any person (including any proprietary or intellectual property right) or is in violation of any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body;
  - (v) contains or constitutes any material that is, or that Singtel considers, in its sole and absolute discretion, to be, misleading;
  - (vi) compromises or undermines the security or integrity of Dash or any of the equipment, systems, networks, sites, servers and infrastructure used for the purposes of and in connection with the function of and providing you with Dash;
  - (vii) contains any errors, whether technical or otherwise; or
  - (viii) contains or constitutes any material in any form that would render Singtel or any other Singtel Group Corporation liable to any claim or proceedings whatsoever;
- 1.51.12 transmitting or distributing any viruses, worms, defects, Trojan horses, cancelbots, sniffer, time bombs or any programming or code of a destructive nature;
- 1.51.13 violating any person's rights (including privacy rights), interfering with any person's use of the Dash Application, or causing any nuisance, annoyance or inconvenience to any person;

- 1.51.14 interfering with the proper working, functionality or availability of the Dash Application or any other computer program or database in relation to or required in using the Dash Application;
- 1.51.15 exploiting or abusing the Dash Application;
- 1.51.16 breaching, tampering with, circumventing or modifying any security measures used by or on behalf of Singtel in connection with the Dash Application, including any encryption codes or technological protection measures in or used in connection with the Dash Application; or
- 1.51.17 imposing an unreasonably large load on the servers serving the Dash Application.

## **General Rights of Singtel**

- 1.52 Singtel shall be entitled to send, and you hereby consent to Singtel, sending and to you receiving, “push notifications” and SMS notifications relating to:
  - 1.52.1 your access to and use of the Dash Application and your Dash Wallet Account (including details of how and when to update the Dash Application); and
  - 1.52.2 the Base Services and/or Additional Services.
- 1.53 Notwithstanding any other provision of these Terms, Singtel shall be entitled to, and hereby reserve all rights to, at any time disable any links to or frames of any website or mobile application containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, material or information, or material or information that violates any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body or any applicable proprietary, privacy, publicity or other rights of any person (including Intellectual Property Rights).
- 1.54 Singtel shall be entitled to at any time investigate complaints or reported breaches of these Terms or any matter referred to in these Terms, and to take any action Singtel may consider appropriate, including reporting any suspected unlawful activity to law enforcement officials or regulators and disclosing any information necessary or appropriate to such persons.
- 1.55 Singtel may, in its sole discretion, change, add or remove any feature or functionality of the Dash Application at any time, including as a result of the acquisition and expiry of rights to any Dash Content. Any such changes, additions and removals shall become part of the Dash Application and shall apply immediately. Your continued access to and use of the Dash Application shall be deemed to be your conclusive acceptance of such changes, additions and removals.
- 1.56 Notwithstanding any provision in these Terms which require Singtel to, or envisage that Singtel will, give notify or inform you of any matter, Singtel may nevertheless not notify or inform you of such matter if Singtel considers in its sole and absolute discretion that notifying or informing you of such matter will or may cause (i) Singtel or any other Singtel Group Corporation to be in breach of any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body and/or (ii) any prejudice to any investigation or proposed investigation by any person (whether Singtel, any other Singtel Group Corporation, any regulatory authority or law enforcement body, or otherwise).
- 1.57 You hereby agree and accept that Singtel’s records of Payment Transactions and any other matter in relation to these Terms (including any communications transmitted electronically or telecommunications between Singtel and you) as final and conclusive and binding for all purposes, in the absence of manifest error.

- 1.58** Without prejudice to any of Singtel's other rights and remedies (whether under these Terms, at law, in equity or otherwise), Singtel is required to act in accordance with any and all applicable laws and directions, orders and requirements of any applicable regulatory authority and/or law enforcement body relating to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities, and may be subject to sanctions in relation thereto. Singtel shall have the right to take any action which may be required by any applicable regulatory authority and/or law enforcement body or which it, in its sole and absolute discretion, considers appropriate to take in order to comply with such laws, directions, orders and requirements.
- 1.59** Without prejudice and in addition to any right of set-off to which Singtel is otherwise entitled, Singtel may, at any time, upon written notice to you, set-off any amounts owing by you to Singtel against any amounts which Singtel owes to you. Notwithstanding the foregoing, in the event that you breach any provision of these Terms, Singtel may perform such set-off without notice to you.

### **Disclaimers, Indemnity and Liability**

- 1.60** All Dash Services for Dash Wallet Account (for Base Services) are offered and provided from Singapore. All Dash Content for Dash Wallet Account (for Base Services) is directed at and restricted to natural persons resident in or entities having a place of business in Singapore ONLY. Singtel makes no representation that the Dash Application, the provision of any Dash Service or any Dash Content for Dash Wallet Account (for Base Services) is lawful, appropriate or available for use in other locations or jurisdictions.
- 1.61** You acknowledge and agree that the Dash Application and all Dash Services (and your access thereto and use thereof), and all Dash Content, are provided on an "as is, as available" basis. Notwithstanding any other provision of these Terms, nothing in the Dash Application constitutes or should be regarded as an offer or solicitation on the part of Singtel to provide any products or services described therein to any person to whom it is unlawful to make such offer or solicitation or where the local law or regulation does not permit the purchase of, subscription for or other use of such products or services.
- 1.62** All Dash Content are provided or made available to you for general information and reference only. In addition, Dash Content relating to third parties and/or products and/or services provided by third parties or provided on behalf of third parties (including Third Party Content) are re-transmitted by Singtel to you in the ordinary course of business. Such products and/or services, and any act or omission of such third parties, shall be the sole responsibility of the relevant third party, and you must (and may only) pursue any claim, dispute or remedy in respect thereof with such third party.
- 1.63** Dash Content may contain or comprise geographic, political, economic, statistical, financial and exchange rate data presented in approximate or summary or simplified form which may change over time, and may be based on material and/or information obtained from third parties which may not be accurate. You should not use any Dash Content as a basis for making any decision, including whether to register for Dash Wallet Account or to access or use a Dash Service. Dash Content should not be relied upon without consulting primary or more accurate or more up-to-date sources of information or specific professional advice. You should obtain such professional advice where appropriate.
- 1.64** Your access to and use of the Dash Application, any Dash Service and any Dash Content shall be solely at your own risk. You are solely responsible for evaluating the accuracy, completeness and usefulness of all opinions, advice and other information received with respect to the Payment Services in determining whether to access and/or use the Dash Application, any Dash Service and any Dash Content.
- 1.65** In particular, without limitation, if you choose to access and/or use any Third Party Sites and/or Third Party Content, you acknowledge and agree that your access and/or use shall be subject to, and you shall

review, accept and comply with, such terms and conditions (including any end user licence agreements) as may be applicable to such Third Party Sites and/or Third Party Content. You shall be solely responsible for any provision or submission of information by or on behalf of you on or through any Third Party Site.

**1.66** None of the Indemnified Parties makes, and each of the Indemnified Parties hereby expressly excludes, any representation, warranty, guarantee, endorsement or undertaking of any kind, whether express or implied, statutory, arising from usage or custom or trade or by operation of law, or otherwise:

**1.66.1** in relation to these Terms, the Dash Application, any Dash Service or any Dash Content, including:

- (i) the provision of the Dash Application, any Dash Service and any Dash Content to you;
- (ii) the performance by Singtel of its obligations under these Terms;
- (iii) any failure or delay in, interruption to or disruption of the provision of the Dash Application, any Dash Service or any Dash Content to you, or in the transmission or receipt of any data in connection with the provision of the Dash Application, any Dash Service or any Dash Content to you, howsoever caused or arising;
- (iv) your access to and use of the Dash Application, any Dash Service and any Dash Content (whether fraudulent, authorised, unauthorised or erroneous and whether or not you are aware of such access and/or use), and any suspension, termination or discontinuance thereof; and
- (v) any transaction or activity carried out pursuant to any Dash Service.

**1.66.2** as to the accuracy, privacy, reliability, security, timeliness, non-infringement, title, merchantability, fitness for purpose, accessibility, functionality, availability or ability of the Dash Application, any Dash Service or any Dash Content;

**1.66.3** as to the inter-operability of the Dash Application, any Dash Service or any Dash Content with any other system, infrastructure, interface, product, service, network or otherwise to any extent;

**1.66.4** as to whether the Dash Application, any Dash Service or any Dash Content will meet your needs or requirements in any way or be uninterrupted, timely, secure, or free from computer viruses, Trojan horses, worms, malicious, destructive or corrupting codes or programmes, malicious activities of third parties, software bombs or similar items, defects, delays, errors, spyware, malware, adware, imperfections, faults, mistakes, misrepresentations, omissions, defects or inaccuracies;

**1.66.5** as to whether the service conditions on which your access to and/or use of the Dash Application, any Dash Service or any Dash Content depend (as further described in Clause 1.67), will be met; and

**1.66.6** as to whether or not your access to and/or use of the Dash Application, any Dash Service or any Dash Content will (i) breach any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body, (ii) contain any obscene, offensive, defamatory material, or (iii) breach or infringe any rights, including Intellectual Property Rights and other proprietary, privacy and publicity rights, of any person and any obligations of confidence,

and save to the extent prohibited by applicable law, the Indemnified Parties do not accept and shall not bear any liability or responsibility arising directly or indirectly from or in connection with any or all of the foregoing matters, and you hereby waive claim you may now or in the future have against any Indemnified Party for the same. You shall fully and effectively indemnify, defend and hold harmless each Indemnified Party from and against, any and all Losses arising directly or indirectly from or in connection with any or all of the foregoing matters.

- 1.67** You acknowledge and agree that your access to and use of the Dash Application, any Dash Service and any Dash Content is subject to the following service conditions being met:
- 1.67.1** the availability to you of a suitable mobile handset or device that is compatible for use with the Dash Application and the relevant Dash Service and Dash Content;
  - 1.67.2** the availability and connectivity of a suitable network infrastructure at the time when the Dash Application or the relevant Dash Service or Dash Content is accessed and/or used by you;
  - 1.67.3** the geographic and technical capability of the mobile networks and delivery systems at the time and location when and where the Dash Application or the relevant Dash Service or Dash Content is accessed and/or used by you.
- 1.68** You acknowledge and agree that Singtel has entered and may enter into agreements and arrangements with, and is and may be subject to certain obligations to, owners and operators of Appstores (“**Appstore Providers**”) in connection with the distribution of the Dash Application as a mobile application. Singtel accepts no, and shall not bear any, liability or responsibility for any Loss arising from or in connection with any act or omission of any Appstore Provider, or otherwise from the relationship between Singtel and such Appstore Providers.
- 1.69** Save to the extent prohibited by applicable law, in no event shall any Indemnified Party be liable or responsible in any way whatsoever for, and you waive any claim you may now or in the future have against any Indemnified Party and hereby agree to fully and effectively indemnify, defend and hold harmless each Indemnified Party from and against, any and all Loss arising from or in connection with or by reason of:
- 1.69.1** these Terms, the Dash Application, any Dash Service or any Dash Content, any breach of these Terms (whether on your part, by any person acting on your behalf or over whom you have supervision or control, or otherwise) and any exercise by Singtel or any Singtel Group Corporation of their respective rights under these Terms;
  - 1.69.2** any transaction or activity carried out through your Dash Wallet Account or pursuant to any Dash Service being inaccurate, inadequate, incomplete, ambiguous or inconsistent in any way for any reason whatsoever;
  - 1.69.3** any unauthorised, mistaken, unlawful or wrongful payments made through your Dash Wallet Account or pursuant to any Dash Service for any reason whatsoever;
  - 1.69.4** the performance by or on behalf of Singtel of its obligations under these Terms, including the fulfillment of or failure to fulfil any Payment Transaction Request or the performance of or failure to perform any Payment Transaction (whether fraudulent, authorised, unauthorised or erroneous and whether or not you are aware of such fulfilment, performance or failure);
  - 1.69.5** any product or service obtained from any Payment Merchant pursuant to any Payment Transaction (or any description of such product or service);

- 1.69.6 any breach of any Additional Terms (whether on your part, by any person acting on your behalf or over whom you have supervision or control, or otherwise);
- 1.69.7 any failure, refusal, delay, error or other act or omission by or on behalf of any Dash Service Provider or content provider;
- 1.69.8 the use or disclosure, in any manner and for any purpose, by any Indemnified Party of any information obtained and/or provided by you in connection with your use of the Dash Application, any Dash Service or any Dash Content, including where such information is (to your knowledge or otherwise) inaccurate, inadequate, incomplete, ambiguous, inconsistent or otherwise;
- 1.69.9 any error, omission, inadequacy, incompleteness, ambiguity, inconsistency or inaccuracy in or of any information obtained and/or provided by you in connection with your use of the Dash Application, any Dash Service or any Dash Content (including in any Payment Transaction Request);
- 1.69.10 any inaccurate and incomplete content in the Push Notification, non-delivery or timely delivery of any Push Notification, or any reliance by you or any other party on the content of the Push Notification, and/or your disablement or refusal to accept any Push Notification, including any Loss or fraud arising as a result thereof; and
- 1.69.11 any Force Majeure Event.

**1.70** This Clause shall survive any expiry, termination or other cessation of your relationship with Singtel and/or your access to and/or use of the Dash Application, any Dash Service or any Dash Content. Singtel reserves the right to assume the defence and control of any matter subject to indemnification by you, in which event you will cooperate with Singtel in asserting any available defences.

### **Intellectual Property Rights**

- 1.71 You agree that caching, hyperlinking to, and framing of the Dash Application or any Dash Content are strictly prohibited, and that you shall not, and shall not assist, procure or cause any person to do or omit to do any thing which may constitute any of such activities.
- 1.72 All Intellectual Property Rights in or relating to the Dash Application, any Dash Service and any Dash Content, including information, communications, software, texts, graphics, links and sounds, belong to Singtel, the relevant Dash Service Provider and/or their respective related corporations, content providers and/or their third party licensors. Nothing in these Terms nor the grant to you of a licence to access and use Dash shall be construed as granting you, by implication, estoppel or otherwise, and you shall not in any event be entitled to, any licence or right to use any such Intellectual Property Rights without the prior written consent of the relevant holder of such Intellectual Property Rights. Any right not expressly granted herein is reserved.
- 1.73 You shall not, and shall not assist, cause, permit or authorise any person to tamper, reproduce, modify, store, copy, use, transfer, distribute, republish, download, post, transmit, translate, pledge, sublicense, rent, lease, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the computer systems and other technology that operates or supports, or create any derivative works based on, any Dash Content (or part thereof) (including its user interfaces), in any form or by any means, without the prior written permission of the relevant copyright holder for any purpose whatsoever. For the purposes of these Terms, "reverse engineer" includes the examination or analyses of Dash Content to determine the source code, structure, organisation, internal design, algorithms or encryption devices of the underlying technology of such Dash Content. The source and object code of the Dash Application

constitute a trade secret of Singtel and must not be accessed, examined or shared without Singtel's prior written consent.

- 1.74** You acknowledge and agree that the Dash Application, the Dash Services, and all Dash Content may not be used, and you shall not and shall not assist, cause, permit or authorise any person to use Dash, any Dash Service or any Dash Content (or part thereof), for commercial purposes (including commercial distribution).
- 1.75** You hereby grant to Singtel a worldwide royalty-free perpetual licence of the copyright and intellectual property rights in all information and material which you provide to Singtel in accessing and using the Dash Application, any Dash Service and/or any Dash Content, for any purpose Singtel deems fit (including the copying, transaction, distribution and publication thereof).

### **Personal Data**

- 1.76** Singtel and each other Singtel Group Corporation shall be entitled to request for, retrieve and collect, and you hereby affirmatively agree, consent to and authorise the collection, retrieval, use and disclosure by and on behalf of Singtel and each other Singtel Group Corporation, or any Dash Preferred Partners, any and all Customer Information, in the manner and for the purposes set out in the Dash Data Protection Policy and for the following purposes:
- 1.76.1** considering whether to approve and/or processing your request for registration for a Dash Wallet Account and/or to provide you with any Dash Service;
  - 1.76.2** administering and/or managing your Dash Wallet Account and/or your relationship with Singtel and any other Singtel Group Corporation;
  - 1.76.3** offering, providing and making available to you and carrying out their respective Dash Services;
  - 1.76.4** performing their respective obligations under these Terms and any Additional Terms;
  - 1.76.5** carrying out identification checks, due diligence and other checks, screenings and verifications (including for anti-fraud, anti-terrorism, CFT and AML purposes);
  - 1.76.6** dealing in any matters relating to the Dash Services and/or Dash Content which you access and use (including the mailing of correspondence, statements, invoices, reports or notices to you, which could involve disclosure of certain personal data about you to bring about delivery of the same as well as on the external cover of envelopes/mail packages);
  - 1.76.7** investigating fraud, misconduct, any unlawful action or omission, whether relating to your application, your claims or any other matter relating to your Dash Wallet Account and/or your relationship with Singtel and any other Singtel Group Corporation, and whether or not there is any suspicious of the aforementioned;
  - 1.76.8** for meeting legal, regulatory and other compliance requirements (including disclosure to all government agencies and authorities, regulators (such as, without limitation, the Monetary Authority of Singapore), exchanges, clearing houses, markets or depositories); and
  - 1.76.9** providing you with information, offering rewards and promotions, determining your eligibility for rewards and promotions, conducting market research and other survey, maintaining safety and security, and other purposes as further described in the Dash Data Protection Policy,
- (collectively, the "**Purposes**").

- 1.77** You hereby affirmatively agree, consent to and authorise the disclosure and/or transfer out of Singapore (if applicable), by and on behalf of Singtel or any other Singtel Group Corporation, of your personal data, to its third party service providers or agents (including its lawyers), where such third party service providers or agents engaged by Singtel or any other Singtel Group Corporation Singtel would be processing your personal data for Singtel or any other Singtel Group Corporation for any of the Purposes.
- 1.78** You hereby represent, warrant and undertake to Singtel and each other Singtel Group Corporation that where you or your representative is responsible for the provision of any information or data relating to any natural person to the Singtel and/or any other Singtel Group Corporation or any Dash Preferred Partner, or actually provides any such information or data to Singtel and/or any other Singtel Group Corporation or any Dash Preferred Partner, you have informed each such person and each such person has given consent to the Singtel's collection, use and disclosure of their personal data as described under these Terms and the Dash Data Protection Policy.
- 1.79** You agree that Singtel and each other Singtel Group Corporation and any Dash Preferred Partner may retain all Customer Information for the Purposes and in compliance with the applicable law.
- 1.80** If you wish to withdraw your consent given under Clauses 1.76 to 1.85, you are required to submit a request to Singtel (in such form as may be specified by Singtel from time to time), whereupon Singtel shall be entitled to take such action or procure to be taken any such action, as Singtel may consider appropriate arising from or in connection with such withdrawal of consent (including suspending or terminating the provision of Dash (in whole or in part) to you).
- 1.81** You hereby consent to Singtel and each Dash Service Provider sending SMS notifications to you or contacting you in any other manner at any time and from time to time in relation to the Dash Application (including in respect of your Dash Wallet Account) or the relevant Dash Service, respectively. If you contact Singtel or any Dash Service Provider via email, Singtel or such Dash Service Provider may keep a record of that correspondence.
- 1.82** You consent to Singtel's use of the data files which are placed on your device when you access and/or use the Dash Application and/or any Dash Service ("Cookies") and Singtel's use of Cookies, as follows:
- 1.82.1** to collect information about how you access and use the Dash Application and Dash Services;
  - 1.82.2** to identify your device for the following purposes:
    - (i) for the operation of the Dash Application and the provision of the Dash Services;
    - (ii) to temporarily allow you to carry information between pages or interfaces of the Dash Application to avoid having to re-enter such information; and
    - (iii) to temporarily identify your device after you have logged in to a secure page on the Dash Application in order for you to carry out certain transactions;
  - 1.82.3** to enable Singtel to improve the Dash Application by tracking your access to and use of the Dash Application and Dash Services, so as to gather statistics on new and repeat visitors to evaluate effectiveness;
  - 1.82.4** to enable Singtel to personalise Dash Content for you and make the Dash Application more relevant to your interests;



- 1.82.5 to store and remember your login and preferences in accessing and using the Dash Application and Dash Services (for example, your choice of language and region) to avoid you having to reenter such information when you return to the Dash Application;
  - 1.82.6 to maintain access controls for you to view privileged pages without seeking further permission from you (provided that no additional personal data is collected);
  - 1.82.7 to conduct, operate, facilitate or determine your eligibility to participate in any rewards or promotions relating to the use of Dash; and
  - 1.82.8 to provide online advertisements or offers on the Dash Application which are most likely to interest you, limit the number of times you see an advertisement or offer, and to evaluate the effectiveness of Singtel's online marketing and advertising programs.
- 1.83 While you can choose not to accept Cookies by changing the settings on your device, you acknowledge and agree that if you 'block' or choose not to accept any Cookies, certain Dash Services and features on the Dash Application may not work as they otherwise would if you had not 'blocked' such Cookies.
- 1.84 You may from time to time give your agreement, consent or authority to all collection, use and disclosure by Singtel, any other Singtel Group Corporation or any Dash Preferred Partner of any Customer Information, for any purpose(s) requested by Singtel, such other Singtel Group Corporation or any Dash Preferred Partner, by any form of writing or by the acceptance by you of any relevant terms and conditions (including in these Terms and the Dash Data Protection Policy) which refer to such consent or authority.
- 1.85 The provisions of Clauses 1.76 to 1.85 shall also constitute your consent for the purpose of the provisions of the Spam Control Act (Cap. 311A) and other applicable law, unless otherwise notified in writing by you in the procedure as determined by Singtel or any other Singtel Group Corporation from time to time, including as may be described in the Dash Data Protection Policy.

### **Force Majeure**

- 1.86 Singtel shall not be liable to you or be deemed to be in breach of any provision of these Terms by reason of any delay in performing, or any failure to perform, any of its obligations (including the offering, provision and making available of any Base Service to you, or allowing you to access and use your Dash Wallet Account to effect or obtain any Dash Service) if the delay or failure was due to any Force Majeure Event.

### **Suspension and Termination**

- 1.87 Singtel may at any time suspend (for such period as Singtel may in its sole and absolute discretion consider appropriate) or terminate these Terms and/or the availability to you of and/or your access to and/or use of the Dash Application (in whole or in part), your Dash Wallet Account and/or any of the Dash Services (as the case may be), in each case, without notice to you and without giving any reason. Singtel may (but shall not be obliged to) post a notice of such suspension or termination on the Dash Website or make such notice available in any other manner deemed appropriate by Singtel.
- 1.88 A Dash Service Provider may at any time suspend (for such period as such Dash Service Provider may in its sole and absolute discretion consider appropriate) or terminate the availability to you of and/or your access to and/or use of the relevant Dash Service (or any part thereof), in each case, without notice to you and without giving any reason.
- 1.89 Without prejudice to the foregoing, Singtel and each Dash Service Provider may at any time suspend (for such period as such Singtel or such Dash Service Provider (as the case may be) may in its sole and absolute discretion consider appropriate) or terminate the availability to you of and/or your access to

and/or use of the Dash Application (in whole or in part), your Dash Wallet Account and/or the relevant Dash Service (or any part thereof) (as the case may be), including freezing any Unused Balance in your Dash Wallet Account, without notice to you, if:

- 1.90** Singtel or such Dash Service Provider (as the case may be) has, in its sole and absolute discretion, reason to believe that you have provided it with any false identification or otherwise misleading information;
- 1.90.1** you have, or Singtel or such Dash Service Provider (as the case may be) has, in its sole and absolute discretion, reason to believe that you have, committed a breach of any of the provisions of these Terms;
  - 1.90.2** Singtel or such Dash Service Provider (as the case may be) has, in its sole and absolute discretion, reason to believe that you have misused or are likely to misuse the Dash Application or any Dash Service (including for any unauthorised use or any criminal or illegal purpose);
  - 1.90.3** Singtel or such Dash Service Provider (as the case may be) has, in its sole and absolute discretion, reason to believe that you are using the Dash Application, your Dash Wallet Account or any or all of the Dash Services, or the relevant Dash Service, respectively, on behalf of another party;
  - 1.90.4** Singtel or such Dash Service Provider (as the case may be) is required to do so in order to comply with any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body;
  - 1.90.5** there is a material security threat to the Dash Application, your Dash Wallet Account or any of the Dash Services (as the case may be) (including risk of money laundering or terrorist financing, hacking or through the introduction of viruses or other malicious code);
  - 1.90.6** you become bankrupt or generally fail or are unable to pay any of your debts as they fall due;
  - 1.90.7** Singtel or such Dash Service Provider (as the case may be) is, in its sole and absolute discretion, of the opinion that you have perpetrated a fraud on Singtel or any Singtel Group Corporation, or such Dash Service Provider or any of its related corporations, respectively, or have conducted yourself in a manner which may result in perpetrating or attempting to perpetrate such a fraud;
  - 1.90.8** you die, or become mentally incapacitated or suffer some other form of legal disability;
  - 1.90.9** any information provided by you to Singtel or such Dash Service Provider (as the case may be) in connection with these Terms or the relevant Dash Service, respectively, is found to be false, misleading or incorrect;
  - 1.90.10** you have, or Singtel or such Dash Service Provider (as the case may be) has, in its sole and absolute discretion, reason to believe that you have, caused or attempted to cause failure, interruption, disruption or congestion in any network or system in connection with the Dash Application or any or all of the Dash Services, or the relevant Dash Service, respectively; and/or
  - 1.90.11** any representation or warranty made by you to Singtel or such Dash Service Provider (as the case may be) in connection with these Terms is incorrect or misleading.
- 1.91** If you wish to suspend or terminate your access to and use of the Dash Application and/or your Dash Wallet Account, you are required to submit a request to Singtel (in such manner and form and accompanied by such information and supporting documentation as may be required by Singtel from

time to time) to request for and effect such suspension or termination. You acknowledge and agree that you will be subject to such Terms as may be applicable to such suspension or termination.

- 1.92** If you wish to suspend or terminate your access to and use of any Dash Service, you are required to submit a request to Singtel and the relevant Dash Service Provider in such manner and form and accompanied by such information and supporting documentation as may be required by Singtel and/or the relevant Dash Service Provider from time to time) to request for and effect such suspension or termination. You acknowledge and agree that you will be subject to such terms and conditions as Singtel and/or the relevant Dash Service Provider may consider applicable to such suspension or termination.
- 1.93** You shall not be entitled to any payment, compensation or damages from Singtel or any other Singtel Group Corporation in relation to any suspension or termination of your access to and use of the Dash Application, your Dash Wallet Account or any Dash Service for any reason whatsoever.
- 1.94** Any suspension or termination of your access to and use of the Dash Application, your Dash Wallet Account or any Dash Service for any reason whatsoever shall not release you from any liability or responsibility on your part, which at the time of such suspension or termination, has already accrued.
- 1.95** The rights of suspension and termination of Singtel and the Dash Service Providers under these Terms shall be without prejudice to any other rights or remedies which Singtel and each Dash Service Provider (as the case may be) may have (whether under these Terms, at law, in equity or otherwise).
- 1.96** Upon any suspension or termination of these Terms, and/or the availability to you of and/or your access to and/or use of all (and not some) of the Dash Services, your Dash Wallet Account and/or the Dash Application (as a whole):
- 1.96.1** you shall not have any right, benefit or interest in connection with these Terms, the Dash Application, your Dash Wallet Account or any Dash Service, and without prejudice to the foregoing:
- (i) the licence granted by Singtel to you to access and use the Dash Application shall cease and accordingly, you shall immediately cease all access to and use of the Dash Application and all Dash Services, and shall not, and shall not assist, cause or permit any person to, access or use the Dash Application, your Dash Wallet Account or any Dash Service in any way (such licence, and your access to and use of the Dash Application, your Dash Wallet Account and the Dash Services, shall only resume, in the case of a suspension, when such suspension ceases); and
  - (ii) any transaction which you have requested be carried out through the Dash Application or pursuant to any Dash Service that has not been completed shall be terminated (and in the case of a suspension, any such transaction may or may not resume when such suspension ceases);
- 1.96.2** none of Singtel and the other Singtel Group Corporations shall have any obligation to you in connection with these Terms, the Dash Application, your Dash Wallet Account or any Dash Service;
- 1.96.3** any and all sums due or accruing due or payable to Singtel or any other Singtel Group Corporation in connection with these Terms and/or your access to and use of the Dash Application, your Dash Wallet Account and any Dash Service, up to and including the date of suspension or termination (as the case may be) shall become immediately due and payable to Singtel or such other Singtel Group Corporation; and

**1.96.4** For the avoidance of doubt, upon termination of the availability to you of and/or your access to and/or use of all (and not some) of the Dash Services, your Dash Wallet Account and/or the Dash Application (as a whole), you may register for a new Dash Wallet Account in accordance with these Terms, if desired. However, without prejudice to any of Singtel's other rights and remedies (under these Terms, at law, in equity or otherwise), Singtel retains the sole and absolute discretion to approve or reject any such request to register a new Dash Wallet Account in whole or in part, or to impose any conditions whatsoever to your registration of a new Dash Wallet Account.

**1.97** Upon any suspension or termination of the availability to you of and/or your access to and/or use of any (but not all) of the Dash Services (but not Dash as a whole):

**1.97.1** you shall not have any right, benefit or interest in connection with the relevant Dash Service that has been suspended or terminated, and without prejudice to the foregoing:

(i) you shall immediately cease all access to and use of such suspended or terminated Dash Service, and shall not, and shall not assist, cause or permit any person to, access or use such suspended or terminated Dash Service in any way (such access to and use of such Dash Service shall only resume, in the case of a suspension, when such suspension ceases); and

(ii) any transaction which you have requested be carried out through such suspended or terminated Dash Service that has not been completed shall be terminated (and in the case of a suspension, any such transaction may or may not resume when such suspension ceases);

**1.97.2** none of Singtel and the other Singtel Group Corporations shall have any obligation to you in connection with such suspended or terminated Dash Service; and

**1.97.3** any and all sums due or accruing due or payable to Singtel or any other Singtel Group Corporation in connection with your access to and use of such suspended or terminated Dash Service, up to and including the date of suspension or termination (as the case may be) shall become immediately due and payable to Singtel or such other Singtel Group Corporation.

## **Safeguarding**

**1.98** As required by law, Singtel will take appropriate actions to safeguard customers' relevant money (as defined in the Payment Services Act 2019), including the moneys in your Dash Wallet Account. Such moneys received by Singtel from or on account of Singtel customers (i) will be deposited into and held by Singtel on behalf of Singtel customers in a trust account opened with a bank on Singapore ("Safeguarding Institution"); (ii) will not be used for the payment of any Singtel debts; and (iii) will not liable to be taken in execution under an order or a process of any court. However, do note that despite such safeguarding measures, there remains a residual risk that you may not be able to recover your moneys in full in the unlikely event of insolvency of the Safeguarding Institution.

**1.99** Notwithstanding the above, you acknowledge that the Safeguarding Institution will only owe you such obligations and you shall only have such rights against such Safeguarding Institution as are contemplated by the Payment Services Act 2019 in respect the relevant moneys held in such trust account. Save as provided above and to the extent permitted by applicable law, you acknowledge that you shall have no other relationship, rights and/or claims against such Safeguarding Institution.

## **Modification**

**1.100** Singtel shall have the right in its sole and absolute discretion to amend, modify or vary these Terms (including any amendments made to the Dash Data Protection Policy) by giving no less than 7 calendar days' notice thereof to you, by posting on the Dash Application and/or Dash Website or in any other manner deemed appropriate by Singtel (which shall constitute good and sufficient notice thereof to you by Singtel and shall be deemed to have been received by you on the date of such posting or the making public of such notice, as applicable). If you continue to access and use the Dash Application and/or any Dash Service after such amendment, modification or variation, you shall be deemed to have agreed to be bound by such amended, modified or varied information, material and Terms.

#### **Waiver**

**1.101** No failure to exercise or enforce, and no delay on the part of Singtel or any Singtel Group Corporation in exercising or enforcing its rights under these Terms shall operate as a waiver thereof nor shall such failure or delay in any way prejudice or affect the rights of Singtel or Singtel Group Corporation at any time.

#### **Confidentiality**

**1.102** You agree that Singtel and/or any Singtel Group Corporation shall not be under any obligation of confidentiality to you regarding any such information or material provided by you accessing and using the Dash Application and/or any Dash Service, unless agreed otherwise in a separate direct contract between you and Singtel and/or the relevant Singtel Group Corporation, or otherwise required under applicable law.

#### **Assignment**

**1.103** You shall not assign, transfer or encumber any or all of your rights, interests and obligations under these Terms without the prior written consent of Singtel.

**1.104** Singtel may assign and transfer any or all of its rights, interests and obligations under these Terms to any person. Any such assignment or transfer shall take effect upon posting on the Dash Website or on such date as may be otherwise stated. In the event that Singtel assigns and transfers all its rights, interests and obligations under these Terms:

**1.104.1** all references to Singtel in these Terms shall upon and after any such assignment and transfer be construed as a reference to the assignee and transferee of Singtel; and

**1.104.2** such assignee and transferee shall be entitled to enforce all rights and perform all obligations of Singtel and to be paid all sums due from you under these Terms as at the date of such assignment and transfer thereafter.

**1.105** Notwithstanding anything herein contained, Singtel shall be entitled to sub-contract and delegate any or all of its obligations under these Terms or any other matters contemplated in these Terms, to any third party (including any other Singtel Group Corporation) as Singtel deems fit, whether for such third party to carry out or procure the carrying out of such obligations or matters. In such event, Singtel shall not be liable to you for, and hereby disclaims all liability and responsibility in relation to, any act, omission, neglect or wilful default on the part of such third party.

#### **Notices and Correspondence**

**1.106** All notices and communications by Singtel and/or any Singtel Group Corporation to you may be sent or despatched to you by delivery, post, e-mail, SMS, eDM or facsimile transmission or any other means deemed appropriate by Singtel, to your e-mail or other address or mobile or facsimile number appearing

in any of your records maintained by Singtel or from which any communication by you to Singtel was despatched or issued or otherwise last known to Singtel. Any such notice, demand or communication addressed and so despatched to you shall be deemed to have been received by you:

**1.106.1** in the case of despatch by e-mail, SMS or facsimile transmission or other instantaneous electronic communications, immediately upon transmission by Singtel and/or the relevant Singtel Group Corporation;

**1.106.2** in the case of despatch by delivery to your address, on the date and at the time it was so delivered or left at that address; and

**1.106.3** in the case of despatch by post:

- (i) to any address in Singapore, on the next day after it was posted by Singtel and/or the relevant Singtel Group Corporation; or
- (ii) to any address outside Singapore, on the seventh (7th) day after it was posted by Singtel and/or the relevant Singtel Group Corporation.

**1.107** All notices and requests from you to Singtel shall be in writing unless otherwise specified by Singtel to you. Singtel shall be entitled to regard as ineffective and invalid any notice or request by you the receipt of which has not been confirmed by Singtel to you.

### **Severability**

**1.108** Any part of any provision of these Terms that is invalid, unenforceable or illegal shall be enforced as nearly as possible, but shall otherwise be deemed severed and shall not affect the enforceability of any other part of these Terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

### **Third Party Rights**

**1.109** Save for the Singtel Group Corporations, no person who is not a party to these Terms has any right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any provision of these Terms.

### **Applicable Law and Jurisdiction**

**1.110** These Terms shall be subject to and construed in accordance with the laws of Singapore and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

## **SECTION B: DASH WALLET ACCOUNT (FOR ADDITIONAL SERVICES)**

### **2. Definitions and Interpretation**

**2.1** In these Terms, the following words and expressions shall have the following meanings:

**2.1.1** “**Additional Services**” refers to the following services which may be effected or obtained by you through the use of the Dash Application from time to time, and shall include the products and services offered, provided and made available by any person other than Singtel (including any other Singtel Group Corporation and any third party), where your ability to access and use your Dash Wallet Account to effect or obtain any of such products and services is dependent on your entry into and compliance with a separate agreement relating to such Additional Service with the person offering, providing and making available such product or service, where applicable:

- (i) Payment Services (applicable to local and foreign Payment Merchants);
- (ii) Dash Visa Virtual Account Services (applicable to local and foreign Payment Merchants);
- (iii) P2P Services
- (iv) Remittance Services;
- (v) International Prepaid Airtime Top Up Service; and
- (vi) Banking services.

**2.1.2** “**AML**” means anti-money laundering.

**2.1.3** “**Appstore**” means an online digital media and/or application store, and includes Apple Inc.’s iTunes Store and Google Inc.’s Google Play store.

**2.1.4** “**Base Services**” means the products and services offered, provided and made available by Singtel in accordance with these Terms, which may be effected or obtained by you through the use of the Dash Application from time to time as long as you have in force a valid Dash Wallet Account and your access to and use of the Dash Application have not been suspended or terminated for any reason whatsoever, including, where applicable:

- (i) the Top-Up Services;
- (ii) the Payment Services (applicable to local Payment Merchants only);
- (iii) the Rewards Services;
- (iv) EZ-Link NFC Services;
- (v) Dash Visa Virtual Account Services (applicable to local Payment Merchants only).

**2.1.5** “**CFT**” means countering the financing of terrorism.

- 2.1.6 “Customer Information”** means all information which you provide or which is obtained as a result of or in connection with these Terms and/or your access to and/or use of the Dash Application, any Dash Service and/or any Dash Content, including information you provide in submitting your request to register for a Dash Wallet Account, information which relates to a transaction, information which identifies or which relates to an individual, whether true or not, and information collected, used and/or disclosed as described in the Dash Data Protection Policy.
- 2.1.7 “Dash Application”** means the application(s) for mobile devices (available for download from an Appstore) offered, operated and maintained by or on behalf of Singtel from Singapore, whether jointly with any other banks or persons or otherwise, through which certain products, services and functionalities, as Singtel may determine from time to time at its sole and absolute discretion, are offered and may be accessed and used, and shall include any derivation or upgrade of such applications as may be made available by Singtel, whether jointly with any other banks or persons or otherwise, from time to time.
- 2.1.8 “Dash Content”** means all material, information, tools, content, hyperlinks, marks and logos contained in or displayed on, and all software and content which may be downloaded and/or accessed from or are made available through, the Dash Application (and/or any access thereto and/or use thereof), including:
- (i) all features and functionalities for the time being offered and made available on or via the Dash Application;
  - (ii) all advertisements, promotions and offers (whether from Singtel, any other Singtel Group Corporation or any third party);
  - (iii) all material, information, tools, content, hyperlinks, marks and logos relating to third parties and/or products and/or services owned or provided by third parties;
  - (iv) all hypertext links to Third Party Sites; and
  - (v) Third Party Content.
- 2.1.9 “Dash Data Protection Policy”** means the current version of the data protection policy available at <http://www.dash.com.sg/assets/pdf/privacy-policy.pdf> or such other Internet website as may be maintained in respect of such policy.
- 2.1.10 “Dash Preferred Partners”** means the business partners with whom Singtel or any other Singtel Group Corporation are working with on rewards and promotions relating to Dash.
- 2.1.11 “Dash Rewards Programme”** means the loyalty rewards programme named “Dash Rewards” managed and operated by the Singtel.
- 2.1.12 “Dash Rewards Programme Terms”** means the terms and conditions governing participation in the Dash Rewards Program, as provided in Section D (Terms and Conditions for Dash Rewards Program), including any amendments thereto that Singtel may make from time to time in its discretion.
- 2.1.13 “Dash Service Provider”** means, in respect of a Dash Service, the person offering, providing and making available such Dash Service to users of the Dash Application. A “**Dash Service Provider**” may be Singtel, any other Singtel Group Corporation, or such other third party service provider as may be set out in the Dash Website from time to time.



- 2.1.14 “**Dash Services**” means such products and services as may be effected or obtained through the use of the Dash Application for the time being as may be set out on the Dash Website, comprising the Base Services and the Additional Services. [www.singtel.com/personal/apps-tv/apps/dash](http://www.singtel.com/personal/apps-tv/apps/dash)
- 2.1.15 “**Dash Visa Virtual Account**” means the virtual VISA card account issued to you by NIUM Pte. Ltd. pursuant to a card scheme and programme administered by Singtel upon the Dash Visa Virtual Account Terms.
- 2.1.16 “**Dash Visa Virtual Account Services**” means the payment related services offered by Singtel through the Dash Visa Virtual Account.
- 2.1.17 “**Dash Visa Virtual Account Terms**” means the terms and conditions relating to the use of the Dash Visa Virtual Account in Section C (Terms and Conditions for Dash Visa Virtual Account), including any amendments thereto that Singtel may make from time to time in its discretion.
- 2.1.18 “**Dash Wallet Account**” means the wallet accounts offered by Singtel, including Dash Wallet Account (for Base Services) and Dash Wallet Account (for Additional Services):
- (i) through which the holder of such account may, *inter alia*, effect and obtain Dash Services, subject to these Terms; and
  - (ii) for the purposes of containing e-moneys, which e-moneys is capable of being used by you to carry out such transactions as Singtel may from time to time specify (including those which may be made pursuant to the Dash Services).
- 2.1.19 “**Dash Website**” means [www.dash.com.sg](http://www.dash.com.sg), [www.singtelshop.com](http://www.singtelshop.com) or such other Internet website as Singtel may maintain in respect of Dash from time to time.
- 2.1.20 “**EZL**” means EZ-Link Pte Ltd (Company Registration Number 200200086M) and its successors.
- 2.1.21 “**EZ-Link NFC Services**” means the payment related services offered by EZL for payment of EZL approved merchants and public transport services through the EZ-Link Purse embedded in the Singtel Transit NFC SIM Card.
- 2.1.22 “**EZ-Link NFC Terms**” means the terms and conditions relating to the use of the EZ-Link NFC Services and the EZ-Link Purse, including any amendments thereto that EZL may make from time to time in its discretion. Please refer to <http://www.ezlinknfc.com/terms-conditions> for the terms and conditions.
- 2.1.23 “**Force Majeure Event**” means any event or circumstance the occurrence and the effect of which Singtel is unable to prevent and avoid notwithstanding the exercise of reasonable foresight, diligence and care on the part of Singtel.
- 2.1.24 “**Indemnified Parties**” means Singtel, the other Singtel Group Corporations and each of their respective directors, officers, employees, suppliers, vendors, licensors, agents and representatives.
- 2.1.25 “**Intellectual Property Rights**” means patents, trade marks, service marks, trade names, domain names, rights in designs, semiconductor topography rights, database rights of unfair extraction and reutilisation, copyrights (including rights in computer software), rights in know-how and other intellectual or industrial property rights (whether registered or unregistered and including applications for the registration of any of the foregoing) and all rights or forms of

protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

- 2.1.26 “International Prepaid Airtime Top Up Service”** means the ‘hi!Share International’ Pre-paid Airtime Top Up value added service offered, provided and made available by Singtel Mobile Singapore Pte Ltd, a Singtel Group Corporation.
- 2.1.27 “Losses”** means all losses, liabilities, costs, damages (including damages arising from cyber attacks), claims, expenses (including legal fees, costs and expenses on a full indemnity basis), compensation, demands, actions and proceedings, howsoever arising, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, and whether direct, indirect or consequential.
- 2.1.28 “NFC”** means near field communications, which is a short range wireless technology.
- 2.1.29 “NFC SIM Card”** means a smart card on which a user service identity module application resides and which is used for accessing 3G mobile telecommunication services. It includes a secure element, with capabilities to support the function in the NFC SIM Card that enables access to the NFC Payment Services.
- 2.1.30 “NFC SIM Card Terms”** means the terms and conditions relating to the use of the NFC SIM Card, as may be amended from time to time.
- 2.1.31 “P2P Services”** means payment and electronic or mobile money transfer services between natural persons, regardless whether such services are support or facilitated by Singtel or otherwise, which services shall be subject always to the terms of the separate agreements relating to such services, if any, with the persons offering, providing and making available such services, where applicable.
- 2.1.32 “Payment Amount”** means, in respect of a Payment Transaction, the amount as specified or confirmed in the relevant Payment Transaction Request as the amount to be paid to the relevant Payment Beneficiary, or deemed to be the “Payment Amount” for such Payment Transaction pursuant to Clause 2.39.
- 2.1.33 “Payment Beneficiary”** means a Payment Merchant who is designated by you to receive payment via a Payment Service.
- 2.1.34 “Payment Merchant”** means a merchant entity
- (a) who is for the time being recognised by Singtel as a registered merchant who has entered into a binding subscription, merchant or merchant services agreement (or such other equivalent agreement) with Singtel to accept payment for product(s) or service(s) effected through the Dash Application;
  - (b) who is for the time being approved by Cross Border Payments Pte Ltd to accept payment for product(s) or service(s) effected through the “VIA” cross border person-to-merchant payment platform operated by Cross Border Payments Pte Ltd; or
  - (c) participating in the VISA PayWave scheme and approved by Singtel from time to time .
- 2.1.35 “Payment Services”** means such payment-related services which may be effected or obtained through the use of the Dash Application or the Dash Visa Virtual Account, as the case may be, pursuant to which payments may be made via such payment instruments, technologies and/or methods as may be determined by Singtel from time to time, including:

- (i) payments to Payment Merchants for product(s) and service(s) offered and/or provided by or on behalf of such Payment Merchants;
- (ii) top-up of pre-paid phone and data cards offered by a Payment Service Provider, where applicable;
- (iii) such other services as may be set out in the Dash Website from time to time.

For the avoidance of doubt, Payment Services shall not include payments to natural persons other than payments to Payment Merchants for product(s) and service(s) offered and/or provided by or on behalf of such Payment Merchants as provided herein.

- 2.1.36 **“Payment Transaction”** means a payment transaction performed in fulfilment of a Payment Transaction Request.
- 2.1.37 **“Payment Transaction Request”** means a request made to Singtel to make payment to a Payment Beneficiary.
- 2.1.38 **“PIN”** means a personal identification number, which is created when you sign up for Dash Services.
- 2.1.39 **“Remittance Services”** means the cross border remittance service provided by Singtel that enables a Customer to remit funds to the Customer's designated beneficiaries in the territories of Philippines, Indonesia, India, Myanmar and China, and such other territories as may be determined by Singtel from time to time, in accordance with the Remittance Service Terms.
- 2.1.40 **“Remittance Service Terms”** means the General Terms and Conditions for Remittance (Remittance Service) relating to the use of the Remittance Services available at [www.dash.com.sg/terms](http://www.dash.com.sg/terms)
- 2.1.41 **“Rewards Services”** means the provision of loyalty, rewards and/or coupons by Singtel and/or Dash Service Providers to customers for using such Dash Service(s) as Singtel may specify from time to time, via [www.dash.com.sg/rewards](http://www.dash.com.sg/rewards) or [www.dash.com.sg/deals](http://www.dash.com.sg/deals) or otherwise, and subject to such terms and conditions as may be provided in the Dash Website in relation to the same.
- 2.1.42 **“S\$”** means the lawful currency of Singapore.
- 2.1.43 **“Singtel”** means SingCash Pte. Ltd. (Company Registration Number 201106360E) and its successors. Singtel is a holder of a Major Payment Institution licence issued by the MAS under the Payment Services Act 2019.
- 2.1.44 **“Singtel Remittance Counters”** means the physical counters operated by Singtel in Singapore to provide services in relation to Remittance Services and Dash Services to its customers.
- 2.1.45 **“Singtel Group Corporation”** means any related corporation (as defined in the Companies Act (Cap. 50)) of Singapore Telecommunications Limited (Company Registration Number 199201624D).
- 2.1.46 **“Singtel Transit NFC SIM Card”** means a smart card on which a user service identity module application resides and which is used for accessing 3G mobile telecommunication services. It includes a secure Element, with capabilities to support the function in the Singtel Transit NFC SIM Card that enables access to Payment Service including EZ-Link NFC Services

- 2.1.47 **“SMS”** means Short Message Service.
- 2.1.48 **“Terms”** means these Terms and Conditions, as may be amended from time to time.
- 2.1.49 **“Third Party Content”** means all material, information, tools, content and hyperlinks contained in Third Party Sites (whether relating to third parties and/or products and/or services owned or provided by third parties or otherwise).
- 2.1.50 **“Third Party Sites”** means websites and/or mobile applications owned, operated or provided by third parties.
- 2.1.51 **“Top-Up Services”** means the services offered, provided and made available by Singtel comprising the top-up of pre-paid telecommunication or data card(s) offered by a Singtel Group Corporation, as described in Clause 2.48, but shall not include International Prepaid Airtime Top Up Service.

- 2.2 The headings or titles to the Clauses in these Terms are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Terms.
- 2.3 Where the context so admits, the singular shall include the plural and words in the masculine gender shall include the feminine gender and/or neuter gender and vice-versa.
- 2.4 Any reference in these Terms to any Clause shall be construed as a reference to the clauses of these Terms unless otherwise expressly stated.
- 2.5 The words “include” or “including” in these Terms shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import.
- 2.6 Any reference in these Terms to any person shall be construed as a reference also to such person’s successors and assigns.

## **Singtel**

- 2.7 To contact Singtel in connection with any matter relating to the Dash Application or any Base Service, you may call Singtel’s customer hotline at 1800 438 3274. Singtel may record any telephone conversation with you without notice to you. You hereby agree to such recordings and that such recordings shall be admissible in evidence in any proceedings and shall be binding on you.
- 2.8 Any determination, decision or opinion that Singtel may make or have under or as envisaged in any provision in these Terms may be made or held in the sole and absolute discretion of Singtel (whether or not it is expressly stated as such in the relevant provision). Singtel shall not be required to provide any reason or explanation for any of its determinations, decisions and opinions. Without prejudice to the foregoing, if Singtel nevertheless provides any reason or explanation for any of its determinations, decisions or opinions, such reason or explanation shall not be binding on Singtel, and does not constitute any representation, warranty or undertaking by Singtel (as to future action or otherwise).

## **Eligibility for Dash**

- 2.9 You acknowledge and agree that before you are eligible to access and use the Dash Application (including to effect and obtain any Dash Service), you are required to satisfy all the criteria set forth in these Terms, as may be amended from time to time by Singtel in its sole and absolute discretion, and to have successfully passed all identification checks, due diligence and other checks, screenings and

verifications (including for anti-fraud, anti-terrorism, CFT and AML purposes) which Singtel in its sole and absolute discretion considers necessary.

**2.10** You acknowledge, agree and warrant that you are, and will at all times be, in compliance with the following:

**2.10.1** you are of legal age of majority to contract (and in any event, no less than 18 years of age) and are legally capable and permitted to accede to these Terms, or if you are under 18 years of age (but in any event, not less than 14 years of age), you have obtained the consent and permission of your parent or legal guardian for use of Dash in accordance with these Terms. You shall not be eligible to access and use the Dash Application (including to effect and obtain any Dash Service) if you are less than 14 years of age;

**2.10.2** you shall register for and have in force a valid Dash Wallet Account and shall comply with these Terms and all terms and conditions governing the use of Dash Services, and your access to and use of the Dash Application have not been suspended or terminated for any reason whatsoever; and

**2.10.3** you are not in arrears of any payment due to any Singtel Group Corporation.

**2.11** In the event any of the criteria in these Terms has not been satisfied or ceases to be satisfied at any time whatsoever, and/or any provision of these Terms is not complied with, and/or you fail to successfully pass any identification check, due diligence and/or other check, screening and/or verification (including for anti-fraud, anti-terrorism, CFT and AML purposes) which Singtel in its sole and absolute discretion considers necessary, or if at any time, Singtel, at its sole and absolute discretion, suspects any fraud in relation to, and/or misuse of your Dash Wallet Account and/or the Dash Application, Singtel shall be entitled to suspend or terminate the availability to you of and/or your access to and/or use of your Dash Wallet Account (in whole or in part), the Dash Application (in whole or in part) and/or any Base Service, and/or procure the suspension or termination of the availability to you of and/or your access to and/or use of any other Dash Service by the relevant Dash Service Provider, in each case, without notice to you and without giving any reason.

### **Registration for Dash Wallet Account (for Additional Services)**

**2.12** Any persons who wish to access any Additional Services in addition to any Base Service may register for Dash Wallet Account (for Additional Services) through any one of the following channels by submitting a request in such manner and form and accompanied by such information and supporting documentation as may be required from time to time:

**2.12.1** in person at a Singtel Shop or a Singtel Exclusive Retailer;

**2.12.2** in person at a Singtel Remittance Counter or such other authorised locations as may be determined by Singtel from time to time;

**2.12.3** in person at roadshows organised by any Singtel Group Corporation from time to time;

**2.12.4** such other channels as Singtel may make available from time to time;

- 2.13** Upon successful registration for Dash Wallet Account (for Additional Services), any existing Dash Wallet Account (for Base Services) registered by you will be converted to and replaced by Dash Wallet Account (for Additional Services). For the avoidance of doubt, each person may only register for one (1) Dash Wallet Account account at any time, which may either be Dash Wallet Account (for Additional Services) or Dash Wallet Account (for Base Services).
- 2.14** Singtel retains the sole and absolute discretion to approve or reject any request to register Dash Wallet Account (for Additional Services) in whole or in part, or to impose any conditions whatsoever to the registration of Dash Wallet Account (for Additional Services).
- 2.15** You may only register for Dash Wallet Account (for Additional Services), and access and use the Dash Application and the Dash Services, for (and only for) your own behalf and personal use, and not for the benefit or on behalf of any other person (including natural person or legal person). Without prejudice to the foregoing, you shall not assist, cause, permit or authorise any other person (including natural person or legal person) to access or use your Dash Wallet Account (for Additional Services) to effect or obtain any Dash Service, including making any payments or carrying out any transactions or other activity pursuant to any Dash Service.
- 2.16** Where you are not the registered owner of the mobile line linked to the mobile number you have provided to Singtel in order to register for Dash Wallet Account, you hereby represent and warrant that you have informed and obtained the consent of the registered owner to use such mobile number and the mobile line linked to such mobile number to register for your Dash Wallet Account.
- 2.17** Any request to change the mobile number registered to your Dash Wallet Account shall be subject to any terms, conditions and processes as may be introduced, amended and/or implemented by Singtel from time to time in relation to the same. Singtel retains the sole and absolute discretion to approve or reject any such request to change the mobile number registered to your Dash Wallet Account, and to terminate or suspend your access to and use of the Dash Application and/or your Dash Wallet Account upon such rejection.
- 2.18** Dash Wallet Account (for Additional Services) may be used to access any Dash Service, including without limitation Base Services and Additional Services.
- 2.19** Any and all access and use by you of any Additional Service, including P2P Services, shall be dependent on your entry into and compliance with the terms and conditions of a separate agreement relating to such Additional Service with the relevant Dash Service Provider, if any, and to any and all other applicable terms, conditions and processes as may be introduced, amended and/or implemented by the relevant Dash Service Provider and/or Singtel from time to time. Nothing in these Terms amounts to any representation or warranty that you will be able to access and use the Dash Application to effect or obtain any Additional Service.
- 2.20** You acknowledge and agree that in order to be use the P2P Services, both the recipient and transferor must be able to mutually identify each other's name and mobile number via the Dash Application when the relevant payment/transfer is sought to be made.
- 2.21** Singtel shall be entitled to suspend or terminate the availability to you of and/or your access to and/or use of any Additional Service, and/or procure the suspension or termination of the availability to you of and/or your access to and/or use of any other Dash Service by the relevant Dash Service Provider, in each case, without notice to you and without giving any reason.

## **Use of Dash Wallet Account**

- 2.22** Any access or use of your Dash Wallet Account in breach of these Terms or any access or use of your Dash Wallet Account for any purpose which is prohibited by any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body shall be void and you shall have no rights under these Terms in respect of such access and/or use.
- 2.23** Where the mobile line linked to the mobile number you have provided to Singtel in order to register for Dash Wallet Account is transferred, suspended or terminated for any reason whatsoever, you shall forthwith notify Singtel of the same and provide to Singtel the particulars of a new mobile line to replace such transferred, suspended or terminated mobile line (if any). If you do not provide a new mobile line to replace such transferred, suspended or terminated mobile line, Singtel shall be entitled to suspend (for such period as Singtel may in its sole and absolute discretion consider appropriate) or terminate your Dash Wallet Account and/or your access to and/or use of the Dash Application (in whole or in part), without notice to you. In such event, any balance for the time being standing to the credit of your Dash Wallet Account shall, for the purposes of these Terms, be deemed to be Unused Balance (as defined in Clause 2.36). Notwithstanding the foregoing, if you shall fail to promptly notify Singtel of your transferred, suspended or terminated mobile line, as herein required, you shall nevertheless be responsible and liable for all transactions carried out through your Dash Wallet Account using the Dash Application or such Dash Service (as the case may be), notwithstanding that such transactions may have been carried out, and/or your PIN or such details may have been used by any other person without your knowledge or authority.
- 2.24** You will need to use your PIN and such other details relating to your Dash Wallet Account as Singtel may from time to time require to access and use the Dash Application (including to effect or obtain any Dash Service) You are responsible for safekeeping and maintaining the confidentiality of your PIN and all details of your Dash Wallet Account. You must not disclose to any person your PIN or any details of your Dash Wallet Account, and shall not assist, cause, permit or authorise any person to use your PIN or Dash Wallet Account for any purpose whatsoever. You shall take such measures as may be necessary and all due care to protect your PIN and Dash Wallet Account against misuse by third parties.
- 2.25** You shall promptly notify Singtel upon discovering that there has been any:
- 2.25.1** inappropriate or unauthorised disclosure of and/or use of your PIN and/or any details of your Dash Wallet Account; and/or
  - 2.25.2** inappropriate or unauthorised access to and/or use of the Dash Application and/or any Dash Service effected using your PIN and/or any details of your Dash Wallet Account,
- and you shall promptly take such steps as may be specified by Singtel in relation to the foregoing matters (including to change your PIN).
- 2.26** You are solely responsible and liable for any access to and use of the Dash Application or any Dash Service effected through the use of your PIN and/or any details of your Dash Wallet Account, notwithstanding that your PIN or such details may have been used by any other person without your knowledge or authority.

## **Dash Application and Dash Services**

- 2.27** Subject always to these Terms, Singtel grants you a limited, non-transferable and non-exclusive, revocable, free of charge, personal licence for the period during which (i) you have in force a valid Dash Wallet Account and (ii) your Dash Wallet Account and/or access to and use of the Dash Application have not been suspended or terminated for any reason whatsoever, to access and use the Dash Application to effect and obtain Dash Services, provided that such access and use shall be made on a mobile device that you own or control for non-commercial purposes.

- 2.28** You acknowledge and agree that the access to and use of the Dash Application and Dash Services is offered to you on an "as available, where available" basis. Singtel may, at its sole and absolute discretion, at any time add to, vary or limit the features and/or functions of the Dash Application, any Dash Service or any Dash Content which may be made available to you, and/or provide for, vary, supplement or amend and terms and conditions relating to your use of such the Dash Application, any Dash Service or any Dash Content which may be made available to you without notice to you.
- 2.29** Any and all access and use by you of the Dash Application and Dash Services shall be governed by these Terms, where applicable, and is subject to such other guidelines, procedures, policies and regulations which may be prescribed, introduced, varied and/or amended by any applicable regulatory authority or law enforcement body from time to time.
- 2.30** Without prejudice to the above, you acknowledge and agree that in order to be eligible to apply for and continue to use the EZ-Link NFC Service, you are required to apply for and use the Singtel Transit NFC SIM Card and comply with the EZ-Link NFC Terms relating to the use of the EZ-Link NFC Service. Termination of the EZ-Link purse and EZ-Link NFC Service and refund of monies remaining in the EZ-Link Purse shall be in accordance with the EZ-Link NFC Terms. Please contact EZL Customer Service Hotline and/or refer to [www.ezlinknfc.com](http://www.ezlinknfc.com) for EZ-Link Purse and EZ-Link NFC Service related enquiries (including transactions such as top-up and refunds).
- 2.31** You must (and may only) pursue any claim, dispute or remedy which you may have in relation to a Dash Service with the relevant Dash Service Provider.
- 2.32** Where the relevant Dash Service Provider is not Singtel:
- 2.32.1** Singtel's obligations are limited to taking instructions from you (which instructions shall be in such manner and form and accompanied by such information and supporting documentation as Singtel may require from time to time) and such Dash Service Provider and relaying such instructions to you or the Dash Service Provider, as the case may be, in connection with the relevant Dash Service. Singtel shall have no other responsibility in relation to the relevant Dash Service.
- 2.32.2** Any instructions given by you to Singtel in connection with any Dash Service may not be cancelled, withdrawn or amended unless Singtel in its sole and absolute discretion consents otherwise. Singtel shall not bear any liability or responsibility for any and all Losses if Singtel does not or is unable to stop or prevent the carrying out of the relevant Dash Service or any transaction as a result of such instructions.
- 2.33** Notwithstanding any other provision of these Terms, Singtel shall be entitled, in its discretion, to refuse to carry out and/or complete any request submitted or transaction carried out by you or on your behalf pursuant to any Dash Service.

#### **Dash Wallet Account Top Up and Refund**

- 2.34** You may top-up and add credit to your Dash Wallet Account through the following cash-in points, subject to any terms, conditions and processes as may be introduced, amended and/or implemented by Singtel or the respective cash-in channel providers from time to time in relation to the same:
- (i) Singtel Remittance Counters;
  - (ii) Singtel Shops and Singtel Exclusive Retailers;



- (iii) eNets, via AXS and/or the Dash Application, or any other platforms as may be determined by Singtel from time to time at its sole discretion;
- (iv) Selected VISA/Master Cards (excluding prepaid VISA/Master Cards); and
- (v) such other channels (including participating retail stores and payment kiosks) as may from time to time be offered, provided or made available by Singtel to you and listed on the Dash Website;

provided that your Dash Wallet Account can only hold, in aggregate, a maximum credit amount of S\$999 (or such other amount as Singtel may determine in its discretion from time to time) at any point in time.

**2.35** Notwithstanding and without prejudice to anything contained herein, you acknowledge and agree that Singtel has a right to claim directly against you for any top-up or credit amount that is due and payable by you to any Singtel Group Corporation in relation to your Dash Wallet Account or your use of the Dash Application.

**2.36** The balance for the time being standing to the credit of your Dash Wallet Account ("**Unused Balance**") is held on trust by Singtel for you. Save as otherwise expressly provided in this Clause 2.36, no refunds or cash withdrawals may be made from your Dash Wallet Account:

**2.36.1** You may at any time submit a request to Singtel through the Dash Hotline at 1800 438 3274 for a refund of the Unused Balance and termination of your Dash Wallet Account. Such request shall be made in such manner and form and accompanied by such information and supporting documentation as may be required by Singtel from time to time. Upon receipt of your request, Singtel will provide, subject to verification and any deductions as provided in Clauses 1.31.3 and 1.31.4, a full refund of the Unused Balance to you, whereupon your Dash Wallet Account shall be terminated. The refund shall be made by Singtel in such manner and at such time as Singtel may determine in its sole discretion, as shall be advised by Singtel.

**2.36.2** For avoidance of doubt, Singtel will not entertain any request for partial refund only of the Unused Balance.

**2.36.3** Where you have outstanding payments owing to any Singtel Group Corporation, Singtel shall be entitled to first set-off the outstanding payments due to such Singtel Group Corporation against the Unused Balance for the time being.

**2.36.4** Any refund of any Unused Balance may be subject to such additional administrative fees as Singtel may from time to time determine. The imposition of such administrative fees, and any changes and amendments thereto, shall be effective upon posting on the Dash Website or on such date as may be otherwise stated. Your continued access to and use of the Dash Application, your Dash Wallet Account and/or any of the Dash Services shall be deemed to be your conclusive acceptance of such fees and charges, and changes and amendments to such fees and charges (if any).

**2.37** Notwithstanding any provision in these Terms, Singtel shall be entitled to, at any time and without notice to you:

**2.37.1** deduct from your Dash Wallet Account any amount deemed by Singtel in its sole discretion to have been wrongly credited into your Dash Wallet Account and/or reverse any transaction carried out using your Dash Wallet Account, whether due to mobile networks or delivery systems error or otherwise;

- 2.37.2 deduct from your Dash Wallet Account any fees, charges or other amounts which are payable by you to Singtel or any Singtel Group Corporation, whether under these Terms or otherwise; and/or
- 2.37.3 deal with and/or take any action in respect of, any Unused Balance for the time being, if required by and in accordance with any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body.

## Payment Services

- 2.38 You acknowledge and agree that before you are eligible to access and use any Payment Service, you are required to satisfy all the criteria set forth in these Terms, as may be amended from time to time by Singtel in its sole and absolute discretion. In the event any such criteria has not been satisfied or ceases to be satisfied at any time whatsoever, or any provision of these Terms is not complied with, Singtel shall be entitled in its discretion to suspend or terminate (as the case may be) the availability to you of and/or your access to and/or use of any Payment Service.
- 2.39 You acknowledge, agree and warrant that you are, and will at all times be, in compliance with the following:
  - 2.39.1 in relation to the NFC Payment Services, you have applied for and will use the relevant NFC SIM Card, and will at all times comply with the provisions of the relevant NFC SIM Card Terms;
  - 2.39.2 you have full capacity, authority and legal right to enter into and engage in Payment Transactions; and
  - 2.39.3 where the relevant Payment Beneficiary is a Payment Merchant, the transaction and contract between you and such Payment Merchant, and the performance of such transaction and contract, relate to the supply and/or provision of goods and/or services that are legal, valid and enforceable in Singapore and any relevant jurisdiction (including the jurisdiction in which such goods and/or services are to be supplied and/or provided), and the charges incurred under such transaction and contract are legal, valid and enforceable in Singapore and any relevant jurisdiction (including the jurisdiction in which such charges are to be incurred).
- 2.40 All Payment Amounts shall be denominated in Singapore dollars. If any sum specified by you to be paid to the relevant Payment Merchant under a Payment Transaction Request is denominated in any currency other than Singapore dollars, Singtel shall be entitled to convert such sum into Singapore dollars at such rate as may be determined by Singtel or VISA, as the case may be, and such converted sum, including any additional fees and charges that may be imposed by Singtel or VISA in accordance with these Terms or the Dash Visa Virtual Account Terms, shall be deemed to be the "Payment Amount" for the purposes of these Terms.
- 2.41 You further acknowledge and agree that the continued provision of the Payment Services to you, the acceptance by Singtel of each Payment Transaction Request and the performance by Singtel of each Payment Transaction, and any refund to your Dash Wallet Account in accordance with these Terms are subject to the following conditions (in addition to the other criteria and conditions under these Terms):
  - 2.41.1 the relevant Payment Beneficiary having successfully passed all identification checks, due diligence and other checks, screenings and verifications (including for anti-fraud, anti-terrorism, CFT and AML purposes) as may be required by any applicable regulatory authority or law enforcement body from time to time and/or which Singtel in its sole and absolute discretion considers necessary;

- 2.41.2** the relevant Payment Beneficiary complying with all terms and conditions imposed by Singtel for the receipt of the relevant Payment Amount;
- 2.41.3** the Unused Balance for the time being in your Dash Wallet Account being sufficient to fulfil the relevant Payment Transaction Request;
- 2.41.4** where the relevant payment is to be made into your Dash Wallet Account, the Unused Balance following such payment shall not exceed S\$999 at any point of time;
- 2.41.5** you having paid all applicable fees and charges (including goods and services tax and all taxes imposed on or payable in respect of such fees and charges) which may be payable in respect of the Dash Services you have effected or obtained through the Dash Application and/or in relation to your Dash Wallet Account.
- 2.42** Singtel will make reasonable efforts to ensure that the Payment Transactions are processed and performed in a timely manner, but makes no representation or warranty regarding the time needed to complete processing or to transfer the amount to the relevant Payment Beneficiary, and will not be liable or responsible for any Loss to you or any Payment Beneficiary due to any delay in the processing of any Payment Transaction, the transfer of any Payment Amount, or the receipt of any Payment Amount by any Payment Beneficiary, save where such Loss is directly and solely caused by Singtel 's fraud, gross negligence or wilful misconduct.
- 2.43** Singtel shall be entitled, in its sole and absolute discretion, to refuse to perform and/or complete any Payment Transaction (including if any of the conditions set out in the provisions of these Terms are not fulfilled for any reason whatsoever and/or Singtel has reason to believe, in its sole and absolute discretion, that any representation or warranty given by you under these Terms is or has become untrue or incorrect or is breached in any respect).
- 2.44** You shall exercise caution when transferring any Payment Amount to any unfamiliar Payment Beneficiary and shall always be alert to the possibility of fraud.
- 2.45** You acknowledge and agree that:

  - 2.45.1** you are solely responsible for ensuring the accuracy, adequacy and completeness of each Payment Transaction Request, and the requested Payment Amount, are accurate, up-to-date and reflect your intentions and Singtel shall not be obliged to verify the accuracy, adequacy and completeness of any such Payment Transaction Request; and
  - 2.45.2** a Payment Transaction Request once given to Singtel may not be cancelled, withdrawn or amended by you unless Singtel in its sole and absolute discretion consents otherwise, and in this connection, Singtel has no liability or responsibility if it does not or is unable to stop or prevent the implementation of the Payment Transaction.
- 2.46** If a Payment Merchant makes a request through the mobile payment system provided to it by Singtel to void any Payment Transaction made by you, Singtel may, in its sole discretion, refund the relevant Payment Amount to you by crediting such Payment Amount to your Dash Wallet Account, after deducting any fees, charges or other amounts which may be payable by you to Singtel or any Singtel Group Corporation, whether under these Terms or otherwise.
- 2.47** In respect of any complaints concerning any Payment Transaction Request raised by you to Singtel, you hereby acknowledge that:

- 2.47.1 you shall satisfactorily provide such documentary proof as Singtel may require as relevant evidence toward Singtel's investigation of the relevant Payment Transaction Request;
- 2.47.2 you shall notify in writing to Singtel of any issues with, discrepancy or dispute in relation to any Payment Transaction Request within 30 calendar days from the date of that Payment Transaction Request, with satisfactory documentary proof as described in Clause 2.47.1 and
- 2.47.3 without prejudice to any of Singtel's other rights and remedies (under these Terms, at law, in equity or otherwise), Singtel retains the sole and absolute discretion to conduct independent investigations into each and every Payment Transaction Request made by you, and reserves the right to make such determination as it may deem fit.

### **Top-Up Services**

- 2.48 If you use the Dash Application for Top-Up Services, including without limitation, to top-up and add credit to any pre-paid telecommunication or data card offered by a Singtel Group Corporation held by you, you acknowledge and agree that at all material times:
  - 2.48.1 Singtel's sole responsibility is limited to facilitating the payment by you to such Singtel Group Corporation, as the case may be, in order to top-up and add credit in and to your pre-paid telecommunication or data cards;
  - 2.48.2 Singtel is acting solely as agent on behalf of such Singtel Group Corporation, as the case may be, to collect the relevant top-up or credit amount from you;
  - 2.48.3 Singtel will not otherwise hold any amount (in the form of money or any other form) in relation to such top-up or credit.

### **Dash Visa Virtual Account Services**

- 2.49 You acknowledge and agree that your use of the Dash Visa Virtual Account Services is subject to the Dash Visa Virtual Account Terms. By using the Dash Visa Virtual Account Services or any Base Service, you shall be deemed to have accepted and agreed to be bound by the Dash Visa Virtual Account Terms, which shall form an integral part of these Terms

### **Charges**

- 2.50 Singtel shall be entitled to at any time impose fees and charges on you, and to change and/or amend such fees and/or charges payable, for your access to and use of the Dash Application or any Dash Services (including but not limited to your registration for and top up of Dash Wallet Account and/or transfer of Unused Balance), any reactivation or termination of the provision of and/or your access and/or use of the Dash Application and/or your Dash Wallet Account and/or for refund of any Payment Amount (or part thereof) or of the Unused Balance, in accordance with these Terms. The quantum of such fees and charges shall be as determined by Singtel. The imposition of such fees and charges, and any changes and amendments, shall be effective upon posting on the Dash Website or on such date as may be otherwise stated. Your continued access to and use of the Dash Application and/or your Dash Wallet Account shall be deemed to be your conclusive acceptance of such fees and charges, and changes and amendments to such fees and charges (if any).
- 2.51 A Dash Service Provider shall be entitled to at any time impose fees and charges on you, and to change and/or amend such fees and/or charges payable, for your access to and use of the relevant Dash Service and related Dash Content, and/or any reactivation or termination of the provision of and/or your access and/or use of the relevant Dash Service and related Dash Content. The quantum of such fees and

charges shall be as determined by such Dash Service Provider. The imposition of such fees and charges, and any changes and amendments, shall be effective upon posting on the Dash Website or on the website of such Dash Service Provider or on such date as may be otherwise stated. Your continued access to and use of the relevant Dash Service and related Dash Content shall be deemed to be your conclusive acceptance of such fees and charges, and changes and amendments to such fees and charges (if any).

- 2.52** Where you do not carry out any transaction through your Dash for a continuous period of more than six months, Singtel may designate your Dash Wallet Account as a “Dormant Account”. A dormancy fee (to be determined by Singtel and posted on the Dash Website from time to time) shall then be charged by Singtel and deducted from your Dash Wallet Account for every month thereafter during which your Dash Wallet Account remains a Dormant Account. You will not be able to carry out transactions with a Dormant Account, and will need to contact Singtel at its customer care hotline at 1800 438 3274 to reactivate a Dormant Account. Singtel shall be entitled to suspend or terminate your ability to access and use your Dash Wallet Account to effect or obtain any and all Dash Services where your Dash Wallet Account is a Dormant Account and the balance in your Dash Wallet Account is insufficient to meet the monthly dormancy fee payable.
- 2.53** You shall be solely responsible and liable for all fees and charges (including goods and services tax and all taxes imposed on or payable in respect of such fees and charges) which may be payable pursuant to these Terms. You acknowledge and agree that any such fees and charges (which relate to transactions carried out through your Dash Wallet Account) may be directly debited from your Dash Wallet Account.
- 2.54** You acknowledge and agree that your use of any mobile or data services in relation to your download of the Dash Application (and/or any updates thereof) and/or any access to and/or use of the Dash Application, any Dash Service and/or any Dash Content may entail additional charges with the relevant mobile and telecommunication service providers and that you shall be solely responsible for such charges (where applicable).

## **Your General Obligations**

- 2.55** Without prejudice to any other obligations which you may have (whether under these Terms, at law, in equity or otherwise), you represent, warrant and undertake that:
- 2.55.1** any and all information provided by you to Singtel and/or any other Singtel Group Corporation in connection with your access to and use of the Dash Application, any Dash Service or any Dash Content (including in the course of registering for a Dash Wallet Account) shall be true, accurate and complete, and you shall promptly notify and update Singtel and/or the relevant other Singtel Group Corporation in the event of any change to such information (in such form and with such valid supporting documentation as may be required by Singtel and/or the relevant other Singtel Group Corporation from time to time);
  - 2.55.2** you are not and will not at any time be located in a country that is subject to embargo, or that has been designated as a “terrorist supporting” country by the Government of Singapore or by any regulatory authority and/or law enforcement body in Singapore;
  - 2.55.3** you are not and will not at any time be listed on any list of prohibited or restricted parties by the Government of Singapore or by any regulatory authority and/or law enforcement body in Singapore;
  - 2.55.4** you shall comply with:

- (i) all applicable laws and directions, orders and requirements of any applicable regulatory authority and/or law enforcement body, including tax obligations for each jurisdiction in which you may have tax liability; and
- (ii) such policies, measures, guidelines, regulations and procedures (such as security and encryption standards, rules and procedures) as Singtel may specify from time to time in relation to the Dash Application, including the provision of the Dash Application by Singtel to you, and your use of the Dash Application, any Dash Service and any Dash Content;

**2.55.5** you have taken, obtained and shall maintain in force all necessary action to authorise and all necessary permits, licences, approvals, consents, waivers and exemptions for your entry into and performance of your obligations under these Terms and to access and use your Dash Wallet Account, the Dash Application and the relevant Dash Services and related Dash Content, in each case, in accordance with all applicable laws and directions, orders and requirements of any applicable regulatory authority and/or law enforcement body;

**2.55.6** you shall not at any time access or use the Dash Application, any Dash Service or any Dash content for any unlawful or illegal activity or purpose or in any manner which will result in you or Singtel or any other Singtel Group Corporation breaching any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body; and

**2.55.7** you shall render to each of Singtel and the other Singtel Group Corporations any assistance and co-operation as Singtel or such other Singtel Group Corporation (as the case may be) may require in connection with any investigation undertaken and/or action taken by Singtel or such other Singtel Group Corporation (as the case may be) (including that referred to in Clause 2.59).

**2.56** When using the Dash Application, you agree not to do (or facilitate or attempt the doing of), and not to permit, cause or procure that any person to do (or facilitates or attempts the doing of), directly or indirectly, any of the following:

**2.56.1** compromising or undermining the security or integrity of the Dash Application or any of equipment, systems, networks, sites, servers and infrastructure used for the purposes of and in connection with the function of and providing you with the Dash Application;

**2.56.2** accessing or using the Dash Application via any means or interface without obtaining express authorised permission from the relevant party(ies), including using or launching any automated system;

**2.56.3** accessing, using or damaging, or disrupting or impeding the operation of, any of equipment, systems, networks, sites, servers and infrastructure used for the purposes of and in connection with the function of and providing you with the Dash Application (other than as expressly permitted in these Terms);

**2.56.4** renting, leasing, lending, trading, selling, reselling or otherwise charging any person for the use of the Dash Application;

**2.56.5** breaching any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body or any rule, regulation or policy applicable to any network, server, computer database, website or news group that you may access;

**2.56.6** infringing any intellectual property right, proprietary, privacy or publicity rights of any person, or breach any obligation of confidence or any other proprietary right;

- 2.56.7** breaking into or accessing any computer hardware, software, system or procedure;
- 2.56.8** relaying any material through any third-party equipment, systems, networks, sites, servers and/or infrastructure without authorisation;
- 2.56.9** using or storing any bots on Singtel or any other Singtel Group Corporations' servers;
- 2.56.10** carrying out any activities which Singtel may consider to be actually or potentially injurious to any person (including any Singtel Group Corporation);
- 2.56.11** sending, posting (whether through the Dash Application, on any website, mobile site, application, interface or platform that displays the "Dash" mark, or otherwise), transmitting, distributing, linking to, soliciting, collecting or otherwise dealing with any content or service that:
  - (i) contains or constitutes unsolicited material (including unsolicited bulk mail messages, masses of electronic mail and other data) that could be expected to adversely affect any network or facilities;
  - (ii) does not meet acceptable standards of decorum and good taste;
  - (iii) contains or constitutes any material that is, or that Singtel considers, in its sole and absolute discretion, to be, obscene, offensive, defamatory, libellous, unlawfully threatening or harassing or otherwise actionable;
  - (iv) infringes any right of any person (including any proprietary or intellectual property right) or is in violation of any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body;
  - (v) contains or constitutes any material that is, or that Singtel considers, in its sole and absolute discretion, to be, misleading;
  - (vi) compromises or undermines the security or integrity of Dash or any of the equipment, systems, networks, sites, servers and infrastructure used for the purposes of and in connection with the function of and providing you with Dash;
  - (vii) contains any errors, whether technical or otherwise; or
  - (viii) contains or constitutes any material in any form that would render Singtel or any other Singtel Group Corporation liable to any claim or proceedings whatsoever;
- 2.56.12** transmitting or distributing any viruses, worms, defects, Trojan horses, cancelbots, sniffer, time bombs or any programming or code of a destructive nature;
- 2.56.13** violating any person's rights (including privacy rights), interfering with any person's use of the Dash Application, or causing any nuisance, annoyance or inconvenience to any person;
- 2.56.14** interfering with the proper working, functionality or availability of the Dash Application or any other computer program or database in relation to or required in using the Dash Application;
- 2.56.15** exploiting or abusing the Dash Application;
- 2.56.16** breaching, tampering with, circumventing or modifying any security measures used by or on behalf of Singtel in connection with the Dash Application, including any encryption codes or technological protection measures in or used in connection with the Dash Application; or

2.56.17 imposing an unreasonably large load on the servers serving the Dash Application.

## **General Rights of Singtel**

- 2.57** Singtel shall be entitled to send, and you hereby consent to Singtel, sending and to you receiving, “push notifications” and SMS notifications relating to:
- 2.57.1** your access to and use of the Dash Application and your Dash Wallet Account (including details of how and when to update the Dash Application); and
  - 2.57.2** the Base Services and/or Additional Services.
- 2.58** Notwithstanding any other provision of these Terms, Singtel shall be entitled to, and hereby reserve all rights to, at any time disable any links to or frames of any website or mobile application containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, material or information, or material or information that violates any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body or any applicable proprietary, privacy, publicity or other rights of any person (including Intellectual Property Rights).
- 2.59** Singtel shall be entitled to at any time investigate complaints or reported breaches of these Terms or any matter referred to in these Terms, and to take any action Singtel may consider appropriate, including reporting any suspected unlawful activity to law enforcement officials or regulators and disclosing any information necessary or appropriate to such persons.
- 2.60** Singtel may, in its sole discretion, change, add or remove any feature or functionality of the Dash Application at any time, including as a result of the acquisition and expiry of rights to any Dash Content. Any such changes, additions and removals shall become part of the Dash Application and shall apply immediately. Your continued access to and use of the Dash Application shall be deemed to be your conclusive acceptance of such changes, additions and removals.
- 2.61** Notwithstanding any provision in these Terms which require Singtel to, or envisage that Singtel will, give notify or inform you of any matter, Singtel may nevertheless not notify or inform you of such matter if Singtel considers in its sole and absolute discretion that notifying or informing you of such matter will or may cause (i) Singtel or any other Singtel Group Corporation to be in breach of any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body and/or (ii) any prejudice to any investigation or proposed investigation by any person (whether Singtel, any other Singtel Group Corporation, any regulatory authority or law enforcement body, or otherwise).
- 2.62** You hereby agree and accept that Singtel’s records of Payment Transactions and any other matter in relation to these Terms (including any communications transmitted electronically or telecommunications between Singtel and you) as final and conclusive and binding for all purposes, in the absence of manifest error.
- 2.63** Without prejudice to any of Singtel’s other rights and remedies (whether under these Terms, at law, in equity or otherwise), Singtel is required to act in accordance with any and all applicable laws and directions, orders and requirements of any applicable regulatory authority and/or law enforcement body relating to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities, and may be subject to sanctions in relation thereto. Singtel shall have the right to take any action which may be required by any applicable regulatory authority and/or law enforcement body or which it, in its sole and absolute discretion, considers appropriate to take in order to comply with such laws, directions, orders and requirements.



**2.64** Without prejudice and in addition to any right of set-off to which Singtel is otherwise entitled, Singtel may, at any time, upon written notice to you, set-off any amounts owing by you to Singtel against any amounts which Singtel owes to you. Notwithstanding the foregoing, in the event that you breach any provision of these Terms, Singtel may perform such set-off without notice to you.

### **Disclaimers, Indemnity and Liability**

**2.65** You acknowledge and agree that the Dash Application and all Dash Services (and your access thereto and use thereof), and all Dash Content, are provided on an “as is, as available” basis. Notwithstanding any other provision of these Terms, nothing in the Dash Application constitutes or should be regarded as an offer or solicitation on the part of Singtel to provide any products or services described therein to any person to whom it is unlawful to make such offer or solicitation or where the local law or regulation does not permit the purchase of, subscription for or other use of such products or services.

**2.66** All Dash Content are provided or made available to you for general information and reference only. In addition, Dash Content relating to third parties and/or products and/or services provided by third parties or provided on behalf of third parties (including Third Party Content) are re-transmitted by Singtel to you in the ordinary course of business. Such products and/or services, and any act or omission of such third parties, shall be the sole responsibility of the relevant third party, and you must (and may only) pursue any claim, dispute or remedy in respect thereof with such third party.

**2.67** Dash Content may contain or comprise geographic, political, economic, statistical, financial and exchange rate data presented in approximate or summary or simplified form which may change over time, and may be based on material and/or information obtained from third parties which may not be accurate. You should not use any Dash Content as a basis for making any decision, including whether to register for Dash Wallet Account or to access or use a Dash Service. Dash Content should not be relied upon without consulting primary or more accurate or more up-to-date sources of information or specific professional advice. You should obtain such professional advice where appropriate.

**2.68** Your access to and use of the Dash Application, any Dash Service and any Dash Content shall be solely at your own risk. You are solely responsible for evaluating the accuracy, completeness and usefulness of all opinions, advice and other information received with respect to the Payment Services in determining whether to access and/or use the Dash Application, any Dash Service and any Dash Content.

**2.69** In particular, without limitation, if you choose to access and/or use any Third Party Sites and/or Third Party Content, you acknowledge and agree that your access and/or use shall be subject to, and you shall review, accept and comply with, such terms and conditions (including any end user licence agreements) as may be applicable to such Third Party Sites and/or Third Party Content. You shall be solely responsible for any provision or submission of information by or on behalf of you on or through any Third Party Site.

**2.70** None of the Indemnified Parties makes, and each of the Indemnified Parties hereby expressly excludes, any representation, warranty, guarantee, endorsement or undertaking of any kind, whether express or implied, statutory, arising from usage or custom or trade or by operation of law, or otherwise:

**2.70.1** in relation to these Terms, the Dash Application, any Dash Service or any Dash Content, including:

- (i) the provision of the Dash Application, any Dash Service and any Dash Content to you;
- (ii) the performance by Singtel of its obligations under these Terms;
- (iii) any failure or delay in, interruption to or disruption of the provision of the Dash Application, any Dash Service or any Dash Content to you, or in the transmission or receipt of any

data in connection with the provision of the Dash Application, any Dash Service or any Dash Content to you, howsoever caused or arising;

- (iv) your access to and use of the Dash Application, any Dash Service and any Dash Content (whether fraudulent, authorised, unauthorised or erroneous and whether or not you are aware of such access and/or use), and any suspension, termination or discontinuance thereof; and
- (v) any transaction or activity carried out pursuant to any Dash Service.

**2.70.2** as to the accuracy, privacy, reliability, security, timeliness, non-infringement, title, merchantability, fitness for purpose, accessibility, functionality, availability or ability of the Dash Application, any Dash Service or any Dash Content;

**2.70.3** as to the inter-operability of the Dash Application, any Dash Service or any Dash Content with any other system, infrastructure, interface, product, service, network or otherwise to any extent;

**2.70.4** as to whether the Dash Application, any Dash Service or any Dash Content will meet your needs or requirements in any way or be uninterrupted, timely, secure, or free from computer viruses, Trojan horses, worms, malicious, destructive or corrupting codes or programmes, malicious activities of third parties, software bombs or similar items, defects, delays, errors, spyware, malware, adware, imperfections, faults, mistakes, misrepresentations, omissions, defects or inaccuracies;

**2.70.5** as to whether the service conditions on which your access to and/or use of the Dash Application, any Dash Service or any Dash Content depend (as further described in Clause 2.71), will be met; and

**2.70.6** as to whether or not your access to and/or use of the Dash Application, any Dash Service or any Dash Content will (i) breach any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body, (ii) contain any obscene, offensive, defamatory material, or (iii) breach or infringe any rights, including Intellectual Property Rights and other proprietary, privacy and publicity rights, of any person and any obligations of confidence,

and save to the extent prohibited by applicable law, the Indemnified Parties do not accept and shall not bear any liability or responsibility arising directly or indirectly from or in connection with any or all of the foregoing matters, and you hereby waive claim you may now or in the future have against any Indemnified Party for the same. You shall fully and effectively indemnify, defend and hold harmless each Indemnified Party from and against, any and all Losses arising directly or indirectly from or in connection with any or all of the foregoing matters.

**2.71** You acknowledge and agree that your access to and use of the Dash Application, any Dash Service and any Dash Content is subject to the following service conditions being met:

**2.71.1** the availability to you of a suitable mobile handset or device that is compatible for use with the Dash Application and the relevant Dash Service and Dash Content;

**2.71.2** the availability and connectivity of a suitable network infrastructure at the time when the Dash Application or the relevant Dash Service or Dash Content is accessed and/or used by you;

**2.71.3** the geographic and technical capability of the mobile networks and delivery systems at the time and location when and where the Dash Application or the relevant Dash Service or Dash Content is accessed and/or used by you.

**2.72** You acknowledge and agree that Singtel has entered and may enter into agreements and arrangements with, and is and may be subject to certain obligations to, owners and operators of Appstores (“**Appstore Providers**”) in connection with the distribution of the Dash Application as a mobile application. Singtel accepts no, and shall not bear any, liability or responsibility for any Loss arising from or in connection with any act or omission of any Appstore Provider, or otherwise from the relationship between Singtel and such Appstore Providers.

**2.73** Save to the extent prohibited by applicable law, in no event shall any Indemnified Party be liable or responsible in any way whatsoever for, and you waive any claim you may now or in the future have against any Indemnified Party and hereby agree to fully and effectively indemnify, defend and hold harmless each Indemnified Party from and against, any and all Loss arising from or in connection with or by reason of:

**2.73.1** these Terms, the Dash Application, any Dash Service or any Dash Content, any breach of these Terms (whether on your part, by any person acting on your behalf or over whom you have supervision or control, or otherwise) and any exercise by Singtel or any Singtel Group Corporation of their respective rights under these Terms;

**2.73.2** any transaction or activity carried out through your Dash Wallet Account or pursuant to any Dash Service being inaccurate, inadequate, incomplete, ambiguous or inconsistent in any way for any reason whatsoever;

**2.73.3** any unauthorised, mistaken, unlawful or wrongful payments made through your Dash Wallet Account or pursuant to any Dash Service for any reason whatsoever;

**2.73.4** the performance by or on behalf of Singtel of its obligations under these Terms, including the fulfillment of or failure to fulfil any Payment Transaction Request or the performance of or failure to perform any Payment Transaction (whether fraudulent, authorised, unauthorised or erroneous and whether or not you are aware of such fulfilment, performance or failure);

**2.73.5** any product or service obtained from any Payment Merchant pursuant to any Payment Transaction (or any description of such product or service);

**2.73.6** any breach of any Additional Terms (whether on your part, by any person acting on your behalf or over whom you have supervision or control, or otherwise);

**2.73.7** any failure, refusal, delay, error or other act or omission by or on behalf of any Dash Service Provider or content provider;

**2.73.8** the use or disclosure, in any manner and for any purpose, by any Indemnified Party of any information obtained and/or provided by you in connection with your use of the Dash Application, any Dash Service or any Dash Content, including where such information is (to your knowledge or otherwise) inaccurate, inadequate, incomplete, ambiguous, inconsistent or otherwise;

**2.73.9** any error, omission, inadequacy, incompleteness, ambiguity, inconsistency or inaccuracy in or of any information obtained and/or provided by you in connection with your use of the Dash Application, any Dash Service or any Dash Content (including in any Payment Transaction Request);

**2.73.10** any inaccurate and incomplete content in the Push Notification, non-delivery or timely delivery of any Push Notification, or any reliance by you or any other party on the content of the Push Notification, and/or your disablement or refusal to accept any Push Notification, including any Loss or fraud arising as a result thereof; and

**2.73.11** any Force Majeure Event.

**2.74** This Clause shall survive any expiry, termination or other cessation of your relationship with Singtel and/or your access to and/or use of the Dash Application, any Dash Service or any Dash Content. Singtel reserves the right to assume the defence and control of any matter subject to indemnification by you, in which event you will cooperate with Singtel in asserting any available defences.

### **Intellectual Property Rights**

**2.75** You agree that caching, hyperlinking to, and framing of the Dash Application or any Dash Content are strictly prohibited, and that you shall not, and shall not assist, procure or cause any person to do or omit to do any thing which may constitute any of such activities.

**2.76** All Intellectual Property Rights in or relating to the Dash Application, any Dash Service and any Dash Content, including information, communications, software, texts, graphics, links and sounds, belong to Singtel, the relevant Dash Service Provider and/or their respective related corporations, content providers and/or their third party licensors. Nothing in these Terms nor the grant to you of a licence to access and use Dash shall be construed as granting you, by implication, estoppel or otherwise, and you shall not in any event be entitled to, any licence or right to use any such Intellectual Property Rights without the prior written consent of the relevant holder of such Intellectual Property Rights. Any right not expressly granted herein is reserved.

**2.77** You shall not, and shall not assist, cause, permit or authorise any person to tamper, reproduce, modify, store, copy, use, transfer, distribute, republish, download, post, transmit, translate, pledge, sublicense, rent, lease, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the computer systems and other technology that operates or supports, or create any derivative works based on, any Dash Content (or part thereof) (including its user interfaces), in any form or by any means, without the prior written permission of the relevant copyright holder for any purpose whatsoever. For the purposes of these Terms, "reverse engineer" includes the examination or analyses of Dash Content to determine the source code, structure, organisation, internal design, algorithms or encryption devices of the underlying technology of such Dash Content. The source and object code of the Dash Application constitute a trade secret of Singtel and must not be accessed, examined or shared without Singtel's prior written consent.

**2.78** You acknowledge and agree that the Dash Application, the Dash Services, and all Dash Content may not be used, and you shall not and shall not assist, cause, permit or authorise any person to use Dash, any Dash Service or any Dash Content (or part thereof), for commercial purposes (including commercial distribution).

**2.79** You hereby grant to Singtel a worldwide royalty-free perpetual licence of the copyright and intellectual property rights in all information and material which you provide to Singtel in accessing and using the Dash Application, any Dash Service and/or any Dash Content, for any purpose Singtel deems fit (including the copying, transaction, distribution and publication thereof).

### **Personal Data**

**2.80** Singtel and each other Singtel Group Corporation shall be entitled to request for, retrieve and collect, and you hereby affirmatively agree, consent to and authorise the collection, retrieval, use and disclosure

by and on behalf of Singtel and each other Singtel Group Corporation, or any Dash Preferred Partners, any and all Customer Information, in the manner and for the purposes set out in the Dash Data Protection Policy and for the following purposes:

- 2.80.1 considering whether to approve and/or processing your request for registration for a Dash Wallet Account and/or to provide you with any Dash Service;
- 2.80.2 administering and/or managing your Dash Wallet Account and/or your relationship with Singtel and any other Singtel Group Corporation;
- 2.80.3 offering, providing and making available to you and carrying out their respective Dash Services;
- 2.80.4 performing their respective obligations under these Terms and any Additional Terms;
- 2.80.5 carrying out identification checks, due diligence and other checks, screenings and verifications (including for anti-fraud, anti-terrorism, CFT and AML purposes);
- 2.80.6 dealing in any matters relating to the Dash Services and/or Dash Content which you access and use (including the mailing of correspondence, statements, invoices, reports or notices to you, which could involve disclosure of certain personal data about you to bring about delivery of the same as well as on the external cover of envelopes/mail packages);
- 2.80.7 investigating fraud, misconduct, any unlawful action or omission, whether relating to your application, your claims or any other matter relating to your Dash Wallet Account and/or your relationship with Singtel and any other Singtel Group Corporation, and whether or not there is any suspicious of the aforementioned;
- 2.80.8 for meeting legal, regulatory and other compliance requirements (including disclosure to all government agencies and authorities, regulators (such as, without limitation, the Monetary Authority of Singapore), exchanges, clearing houses, markets or depositories); and
- 2.80.9 providing you with information, offering rewards and promotions, determining your eligibility for rewards and promotions, conducting market research and other survey, maintaining safety and security, and other purposes as further described in the Dash Data Protection Policy,

(collectively, the “**Purposes**”).

- 2.81 You hereby affirmatively agree, consent to and authorise the disclosure and/or transfer out of Singapore (if applicable), by and on behalf of Singtel or any other Singtel Group Corporation, of your personal data, to its third party service providers or agents (including its lawyers), where such third party service providers or agents engaged by Singtel or any other Singtel Group Corporation Singtel would be processing your personal data for Singtel or any other Singtel Group Corporation for any of the Purposes.
- 2.82 You hereby represent, warrant and undertake to Singtel and each other Singtel Group Corporation that where you or your representative is responsible for the provision of any information or data relating to any natural person to the Singtel and/or any other Singtel Group Corporation or any Dash Preferred Partner, or actually provides any such information or data to Singtel and/or any other Singtel Group Corporation or any Dash Preferred Partner, you have informed each such person and each such person has given consent to the Singtel’s collection, use and disclosure of their personal data as described under these Terms and the Dash Data Protection Policy.
- 2.83 You agree that Singtel and each other Singtel Group Corporation and any Dash Preferred Partner may retain all Customer Information for the Purposes and in compliance with the applicable law.

- 2.84** If you wish to withdraw your consent given under Clauses 2.80 to 2.89, you are required to submit a request to Singtel (in such form as may be specified by Singtel from time to time), whereupon Singtel shall be entitled to take such action, or procure to be taken any such action, as Singtel may consider appropriate arising from or in connection with such withdrawal of consent (including suspending or terminating the provision of Dash (in whole or in part) to you).
- 2.85** You hereby consent to Singtel and each Dash Service Provider sending SMS notifications to you or contacting you in any other manner at any time and from time to time in relation to the Dash Application (including in respect of your Dash Wallet Account) or the relevant Dash Service, respectively. If you contact Singtel or any Dash Service Provider via email, Singtel or such Dash Service Provider may keep a record of that correspondence.
- 2.86** You consent to Singtel's use of the data files which are placed on your device when you access and/or use the Dash Application and/or any Dash Service ("Cookies") and Singtel's use of Cookies, as follows:
- 2.86.1** to collect information about how you access and use the Dash Application and Dash Services;
  - 2.86.2** to identify your device for the following purposes:
    - (i) for the operation of the Dash Application and the provision of the Dash Services;
    - (ii) to temporarily allow you to carry information between pages or interfaces of the Dash Application to avoid having to re-enter such information; and
    - (iii) to temporarily identify your device after you have logged in to a secure page on the Dash Application in order for you to carry out certain transactions;
  - 2.86.3** to enable Singtel to improve the Dash Application by tracking your access to and use of the Dash Application and Dash Services, so as to gather statistics on new and repeat visitors to evaluate effectiveness;
  - 2.86.4** to enable Singtel to personalise Dash Content for you and make the Dash Application more relevant to your interests;
  - 2.86.5** to store and remember your login and preferences in accessing and using the Dash Application and Dash Services (for example, your choice of language and region) to avoid you having to re-enter such information when you return to the Dash Application;
  - 2.86.6** to maintain access controls for you to view privileged pages without seeking further permission from you (provided that no additional personal data is collected);
  - 2.86.7** to conduct, operate, facilitate or determine your eligibility to participate in any rewards or promotions relating to the use of Dash; and
  - 2.86.8** to provide online advertisements or offers on the Dash Application which are most likely to interest you, limit the number of times you see an advertisement or offer, and to evaluate the effectiveness of Singtel's online marketing and advertising programs.
- 2.87** While you can choose not to accept Cookies by changing the settings on your device, you acknowledge and agree that if you 'block' or choose not to accept any Cookies, certain Dash Services and features on the Dash Application may not work as they otherwise would if you had not 'blocked' such Cookies.

- 2.88** You may from time to time give your agreement, consent or authority to all collection, use and disclosure by Singtel, any other Singtel Group Corporation or any Dash Preferred Partner of any Customer Information, for any purpose(s) requested by Singtel, such other Singtel Group Corporation or any Dash Preferred Partner, by any form of writing or by the acceptance by you of any relevant terms and conditions (including in these Terms and the Dash Data Protection Policy) which refer to such consent or authority.
- 2.89** The provisions of Clauses 2.80 to 2.89 shall also constitute your consent for the purpose of the provisions of the Spam Control Act (Cap. 311A) and other applicable law, unless otherwise notified in writing by you in the procedure as determined by Singtel or any other Singtel Group Corporation from time to time, including as may be described in the Dash Data Protection Policy.

### **Force Majeure**

- 2.90** Singtel shall not be liable to you or be deemed to be in breach of any provision of these Terms by reason of any delay in performing, or any failure to perform, any of its obligations (including the offering, provision and making available of any Base Service to you, or allowing you to access and use your Dash Wallet Account to effect or obtain any Dash Service) if the delay or failure was due to any Force Majeure Event.

### **Suspension and Termination**

- 2.91** Singtel may at any time suspend (for such period as Singtel may in its sole and absolute discretion consider appropriate) or terminate these Terms and/or the availability to you of and/or your access to and/or use of the Dash Application (in whole or in part), your Dash Wallet Account and/or any of the Dash Services (as the case may be), in each case, without notice to you and without giving any reason. Singtel may (but shall not be obliged to) post a notice of such suspension or termination on the Dash Website or make such notice available in any other manner deemed appropriate by Singtel.
- 2.92** A Dash Service Provider may at any time suspend (for such period as such Dash Service Provider may in its sole and absolute discretion consider appropriate) or terminate the availability to you of and/or your access to and/or use of the relevant Dash Service (or any part thereof), in each case, without notice to you and without giving any reason.
- 2.93** Without prejudice to the foregoing, Singtel and each Dash Service Provider may at any time suspend (for such period as such Singtel or such Dash Service Provider (as the case may be) may in its sole and absolute discretion consider appropriate) or terminate the availability to you of and/or your access to and/or use of the Dash Application (in whole or in part), your Dash Wallet Account and/or the relevant Dash Service (or any part thereof) (as the case may be), including freezing any Unused Balance in your Dash Wallet Account, without notice to you, if:
- 2.93.1** Singtel or such Dash Service Provider (as the case may be) has, in its sole and absolute discretion, reason to believe that you have provided it with any false identification or otherwise misleading information;
  - 2.93.2** you have, or Singtel or such Dash Service Provider (as the case may be) has, in its sole and absolute discretion, reason to believe that you have, committed a breach of any of the provisions of these Terms;
  - 2.93.3** Singtel or such Dash Service Provider (as the case may be) has, in its sole and absolute discretion, reason to believe that you have misused or are likely to misuse the Dash Application or any Dash Service (including for any unauthorised use or any criminal or illegal purpose);
  - 2.93.4** Singtel or such Dash Service Provider (as the case may be) has, in its sole and absolute discretion, reason to believe that you are using the Dash Application, your Dash Wallet Account

or any or all of the Dash Services, or the relevant Dash Service, respectively, on behalf of another party;

- 2.93.5** Singtel or such Dash Service Provider (as the case may be) is required to do so in order to comply with any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body;
  - 2.93.6** there is a material security threat to the Dash Application, your Dash Wallet Account or any of the Dash Services (as the case may be) (including risk of money laundering or terrorist financing, hacking or through the introduction of viruses or other malicious code);
  - 2.93.7** you become bankrupt or generally fail or are unable to pay any of your debts as they fall due;
  - 2.93.8** Singtel or such Dash Service Provider (as the case may be) is, in its sole and absolute discretion, of the opinion that you have perpetrated a fraud on Singtel or any Singtel Group Corporation, or such Dash Service Provider or any of its related corporations, respectively, or have conducted yourself in a manner which may result in perpetrating or attempting to perpetrate such a fraud;
  - 2.93.9** you die, or become mentally incapacitated or suffer some other form of legal disability;
  - 2.93.10** any information provided by you to Singtel or such Dash Service Provider (as the case may be) in connection with these Terms or the relevant Dash Service, respectively, is found to be false, misleading or incorrect;
  - 2.93.11** you have, or Singtel or such Dash Service Provider (as the case may be) has, in its sole and absolute discretion, reason to believe that you have, caused or attempted to cause failure, interruption, disruption or congestion in any network or system in connection with the Dash Application or any or all of the Dash Services, or the relevant Dash Service, respectively; and/or
  - 2.93.12** any representation or warranty made by you to Singtel or such Dash Service Provider (as the case may be) in connection with these Terms is incorrect or misleading.
- 2.94** If you wish to suspend or terminate your access to and use of the Dash Application and/or your Dash Wallet Account, you are required to submit a request to Singtel (in such manner and form and accompanied by such information and supporting documentation as may be required by Singtel from time to time) to request for and effect such suspension or termination. You acknowledge and agree that you will be subject to such Terms as may be applicable to such suspension or termination.
- 2.95** If you wish to suspend or terminate your access to and use of any Dash Service, you are required to submit a request to Singtel and the relevant Dash Service Provider in such manner and form and accompanied by such information and supporting documentation as may be required by Singtel and/or the relevant Dash Service Provider from time to time) to request for and effect such suspension or termination. You acknowledge and agree that you will be subject to such terms and conditions as Singtel and/or the relevant Dash Service Provider may consider applicable to such suspension or termination.
- 2.96** You shall not be entitled to any payment, compensation or damages from Singtel or any other Singtel Group Corporation in relation to any suspension or termination of your access to and use of the Dash Application, your Dash Wallet Account or any Dash Service for any reason whatsoever.
- 2.97** Any suspension or termination of your access to and use of the Dash Application, your Dash Wallet Account or any Dash Service for any reason whatsoever shall not release you from any liability or responsibility on your part, which at the time of such suspension or termination, has already accrued.



- 2.98** The rights of suspension and termination of Singtel and the Dash Service Providers under these Terms shall be without prejudice to any other rights or remedies which Singtel and each Dash Service Provider (as the case may be) may have (whether under these Terms, at law, in equity or otherwise).
- 2.99** Upon any suspension or termination of these Terms, and/or the availability to you of and/or your access to and/or use of all (and not some) of the Dash Services, your Dash Wallet Account and/or the Dash Application (as a whole):
- 2.99.1** you shall not have any right, benefit or interest in connection with these Terms, the Dash Application, your Dash Wallet Account or any Dash Service, and without prejudice to the foregoing:
- (i) the licence granted by Singtel to you to access and use the Dash Application shall cease and accordingly, you shall immediately cease all access to and use of the Dash Application and all Dash Services, and shall not, and shall not assist, cause or permit any person to, access or use the Dash Application, your Dash Wallet Account or any Dash Service in any way (such licence, and your access to and use of the Dash Application, your Dash Wallet Account and the Dash Services, shall only resume, in the case of a suspension, when such suspension ceases); and
  - (ii) any transaction which you have requested be carried out through the Dash Application or pursuant to any Dash Service that has not been completed shall be terminated (and in the case of a suspension, any such transaction may or may not resume when such suspension ceases);
- 2.99.2** none of Singtel and the other Singtel Group Corporations shall have any obligation to you in connection with these Terms, the Dash Application, your Dash Wallet Account or any Dash Service;
- 2.99.3** any and all sums due or accruing due or payable to Singtel or any other Singtel Group Corporation in connection with these Terms and/or your access to and use of the Dash Application, your Dash Wallet Account and any Dash Service, up to and including the date of suspension or termination (as the case may be) shall become immediately due and payable to Singtel or such other Singtel Group Corporation; and
- 2.99.4** For the avoidance of doubt, upon termination of the availability to you of and/or your access to and/or use of all (and not some) of the Dash Services, your Dash Wallet Account and/or the Dash Application (as a whole), you may register for a new Dash Wallet Account in accordance with these Terms, if desired. However, without prejudice to any of Singtel's other rights and remedies (under these Terms, at law, in equity or otherwise), Singtel retains the sole and absolute discretion to approve or reject any such request to register a new Dash Wallet Account in whole or in part, or to impose any conditions whatsoever to your registration of a new Dash Wallet Account.
- 2.100** Upon any suspension or termination of the availability to you of and/or your access to and/or use of any (but not all) of the Dash Services (but not Dash as a whole):
- 2.100.1** you shall not have any right, benefit or interest in connection with the relevant Dash Service that has been suspended or terminated, and without prejudice to the foregoing:
- (i) you shall immediately cease all access to and use of such suspended or terminated Dash Service, and shall not, and shall not assist, cause or permit any person to, access or use such suspended or terminated Dash Service in any way (such access to and use

of such Dash Service shall only resume, in the case of a suspension, when such suspension ceases); and

- (ii) any transaction which you have requested be carried out through such suspended or terminated Dash Service that has not been completed shall be terminated (and in the case of a suspension, any such transaction may or may not resume when such suspension ceases);

**2.100.2** none of Singtel and the other Singtel Group Corporations shall have any obligation to you in connection with such suspended or terminated Dash Service; and

**2.100.3** any and all sums due or accruing due or payable to Singtel or any other Singtel Group Corporation in connection with your access to and use of such suspended or terminated Dash Service, up to and including the date of suspension or termination (as the case may be) shall become immediately due and payable to Singtel or such other Singtel Group Corporation.

### **Safeguarding**

- 2.101** As required by law, Singtel will take appropriate actions to safeguard customers' relevant money (as defined in the Payment Services Act 2019), including the moneys in your Dash Wallet Account. Such moneys received by Singtel from or on account of Singtel customers (i) will be deposited into and held by Singtel on behalf of Singtel customers in a trust account opened with a bank on Singapore ("Safeguarding Institution"); (ii) will not be used for the payment of any Singtel debts; and (iii) will not liable to be taken in execution under an order or a process of any court. However, do note that despite such safeguarding measures, there remains a residual risk that you may not be able to recover your moneys in full in the unlikely event of insolvency of the Safeguarding Institution.
- 2.102** Notwithstanding the above, you acknowledge that the Safeguarding Institution will only owe you such obligations and you shall only have such rights against such Safeguarding Institution as are contemplated by the Payment Services Act 2019 in respect the relevant moneys held in such trust account. Save as provided above and to the extent permitted by applicable law, you acknowledge that you shall have no other relationship, rights and/or claims against such Safeguarding Institution.

### **Modification**

- 2.103** Singtel shall have the right in its sole and absolute discretion to amend, modify or vary these Terms (including any amendments made to the Dash Data Protection Policy) by giving no less than 7 calendar days' notice thereof to you, by posting on the Dash Application and/or Dash Website or in any other manner deemed appropriate by Singtel (which shall constitute good and sufficient notice thereof to you by Singtel and shall be deemed to have been received by you on the date of such posting or the making public of such notice, as applicable). If you continue to access and use the Dash Application and/or any Dash Service after such amendment, modification or variation, you shall be deemed to have agreed to be bound by such amended, modified or varied information, material and Terms.

### **Waiver**

- 2.104** No failure to exercise or enforce, and no delay on the part of Singtel or any Singtel Group Corporation in exercising or enforcing its rights under these Terms shall operate as a waiver thereof nor shall such failure or delay in any way prejudice or affect the rights of Singtel or Singtel Group Corporation at any time.

## Confidentiality

**2.105** You agree that Singtel and/or any Singtel Group Corporation shall not be under any obligation of confidentiality to you regarding any such information or material provided by you accessing and using the Dash Application and/or any Dash Service, unless agreed otherwise in a separate direct contract between you and Singtel and/or the relevant Singtel Group Corporation, or otherwise required under applicable law.

## Assignment

**2.106** You shall not assign, transfer or encumber any or all of your rights, interests and obligations under these Terms without the prior written consent of Singtel.

**2.107** Singtel may assign and transfer any or all of its rights, interests and obligations under these Terms to any person. Any such assignment or transfer shall take effect upon posting on the Dash Website or on such date as may be otherwise stated. In the event that Singtel assigns and transfers all its rights, interests and obligations under these Terms:

**2.107.1** all references to Singtel in these Terms shall upon and after any such assignment and transfer be construed as a reference to the assignee and transferee of Singtel; and

**2.107.2** such assignee and transferee shall be entitled to enforce all rights and perform all obligations of Singtel and to be paid all sums due from you under these Terms as at the date of such assignment and transfer thereafter.

**2.108** Notwithstanding anything herein contained, Singtel shall be entitled to sub-contract and delegate any or all of its obligations under these Terms or any other matters contemplated in these Terms, to any third party (including any other Singtel Group Corporation) as Singtel deems fit, whether for such third party to carry out or procure the carrying out of such obligations or matters. In such event, Singtel shall not be liable to you for, and hereby disclaims all liability and responsibility in relation to, any act, omission, neglect or wilful default on the part of such third party.

## Notices and Correspondence

**2.109** All notices and communications by Singtel and/or any Singtel Group Corporation to you may be sent or despatched to you by delivery, post, e-mail, SMS, eDM or facsimile transmission or any other means deemed appropriate by Singtel, to your e-mail or other address or mobile or facsimile number appearing in any of your records maintained by Singtel or from which any communication by you to Singtel was despatched or issued or otherwise last known to Singtel. Any such notice, demand or communication addressed and so despatched to you shall be deemed to have been received by you:

**2.109.1** in the case of despatch by e-mail, SMS or facsimile transmission or other instantaneous electronic communications, immediately upon transmission by Singtel and/or the relevant Singtel Group Corporation;

**2.109.2** in the case of despatch by delivery to your address, on the date and at the time it was so delivered or left at that address; and

**2.109.3** in the case of despatch by post:

(i) to any address in Singapore, on the next day after it was posted by Singtel and/or the relevant Singtel Group Corporation; or

- (ii) to any address outside Singapore, on the seventh (7th) day after it was posted by Singtel and/or the relevant Singtel Group Corporation.

**2.110** All notices and requests from you to Singtel shall be in writing unless otherwise specified by Singtel to you. Singtel shall be entitled to regard as ineffective and invalid any notice or request by you the receipt of which has not been confirmed by Singtel to you.

### **Severability**

**2.111** Any part of any provision of these Terms that is invalid, unenforceable or illegal shall be enforced as nearly as possible, but shall otherwise be deemed severed and shall not affect the enforceability of any other part of these Terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

### **Third Party Rights**

**2.112** Save for the Singtel Group Corporations, no person who is not a party to these Terms has any right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any provision of these Terms.

### **Applicable Law and Jurisdiction**

**2.113** These Terms shall be subject to and construed in accordance with the laws of Singapore and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

## **SECTION C: TERMS AND CONDITIONS FOR DASH VISA VIRTUAL ACCOUNT**

### **1. Definitions and Interpretation**

**1.1** In these Terms, the following words and expressions shall have the following meanings:

- 1.1.1** “**AML**” means anti-money laundering.
- 1.1.2** “**Bus(es)**” refers to bus(es) operated by Go-Ahead Loyang Pte Ltd, SBS Transit Ltd, SMRT Buses Ltd, Tower Transit Singapore Pte Ltd and any other entities contracted by the Land Transport Authority.
- 1.1.3** “**Card**” means the Dash Virtual Prepaid Visa Card / Dash Visa Virtual Account issued to you by NIUM Pte. Ltd. pursuant to a card scheme and programme administered by Singtel upon these Terms.
- 1.1.4** “**Card Issuer**” refers to NIUM Pte. Ltd., the issuer of the Cards who is a member of the VISA scheme permitted to issue VISA prepaid cards under a card scheme and programme, including the card scheme and programme administered by Singtel.
- 1.1.5** “**Card Transaction**” means any payment made or any amount charged for any goods, services and/or other benefits by, through or from the use of the Card or the Card number appearing on the Card itself or in any other manner, including but not limited to Contactless Payments, online, offline or mail, telephone or facsimile orders or reservations (as may be determined and communicated by Singtel), regardless of whether a sales draft or other voucher or form is signed by you and whether authorisation has been sought from or given by Singtel and whether with or without your knowledge or authority.
- 1.1.6** “**Card Limit**” means the maximum permissible limit prescribed by Singtel or the Card Issuer in connection with the use of the Card, and whether with reference to time periods, total Card Transaction values, types of transaction, types of accounts or with reference to any other factors that Singtel may deem fit or a combination of one or more of the aforesaid factors.
- 1.1.7** “**CFT**” means countering the financing of terrorism.
- 1.1.8** “**Contactless Payment**” means the facility that allows you to execute Card Transactions either by tapping or waving your Card against a Contactless Payment Reader without requiring any signature, PIN or other authentication on your part.
- 1.1.9** “**Contactless Payment Reader**” means a point-of-sale device or system (as approved by the Card Issuer/Visa in its sole and absolute discretion from time to time) at which the Card may be used to execute Card Transactions, either by tapping or waving the Card against such reader.
- 1.1.10** “**Customer Information**” means all information which you provide or which is obtained as a result of or in connection with these Terms and/or your use of the Card, including information which relates to a Card Transaction, information which identifies or which relates to an individual, whether true or not, and information collected, used and/or disclosed as described in the Dash Data Protection Policy.

- 1.1.11 “**Dash Data Protection Policy**” means the current version of the data protection policy available at <http://www.dash.com.sg/assets/pdf/privacy-policy.pdf> or such other Internet website as may be maintained in respect of such policy.
- 1.1.12 “**Dash Wallet Account**” means the wallet accounts offered by Singtel, including Dash Wallet Account (for Base Services) and Dash Wallet Account (for Additional Services):
- (i) through which the holder of such account may, *inter alia*, effect and obtain Dash Services, subject to these Terms; and
  - (ii) for the purposes of containing e-moneys, which e-moneys is capable of being used by you to carry out such transactions as Singtel may from time to time specify (including those which may be made pursuant to the Dash Services).
- 1.1.13 “**Enabled Device**” means a compatible mobile communications or other device associated with the Card issued to you for use in connection with or to effect any Card Transactions.
- 1.1.14 “**Force Majeure Event**” means any event or circumstance the occurrence and the effect of which Singtel is unable to prevent and avoid notwithstanding the exercise of reasonable foresight, diligence and care on the part of Singtel.
- 1.1.15 “**Indemnified Parties**” means Singtel, the other Singtel Group Corporations and each of their respective directors, officers, employees, suppliers, vendors, licensors, agents and representatives.
- 1.1.16 “**Losses**” means all losses, liabilities, costs, damages (including damages arising from cyber attacks), claims, expenses (including legal fees, costs and expenses on a full indemnity basis), compensation, demands, actions and proceedings, howsoever arising, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, and whether direct, indirect or consequential.
- 1.1.17 “**Singtel Group Corporation**” means any related corporation (as defined in the Companies Act (Cap. 50)) of Singapore Telecommunications Limited (Company Registration Number 199201624D).
- 1.1.18 “**SimplyGo Terms**” means the terms and conditions relating to Transit Payment Transactions under the SimplyGo system introduced by the Land Transport Authority (LTA) and Transit Link Pte Ltd (TransitLink), including any amendments thereto that LTA and/or TransitLink may make from time to time in their discretion. Please refer to <https://simplygo.transitlink.com.sg/TermsAnd-Conditions> for the terms and conditions.
- 1.1.19 “**Security Procedures**” means any security procedure specified by Singtel from time to time for use by you in connection with the use of the Card, and/or payment or other transactions made therewith as applicable to the Card.
- 1.1.20 “**SMS**” means Short Message Service.
- 1.1.21 “**Terms**” means these Terms and Conditions, as may be amended from time to time.
- 1.1.22 “**Train(s)**” refers to mass rapid transit (“MRT”) and light rail transit (“LRT”).

**1.1.23 “Transit Payment Transactions”** means Card Transactions, contactless payments made or any amounts charged for public transport, transit and related services on Buses and Trains through or by use of the Card or the unique Transit Card Number assigned to the Card.

**1.2** The headings or titles to the Clauses in these Terms are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Terms.

**1.3** Where the context so admits, the singular shall include the plural and words in the masculine gender shall include the feminine gender and/or neuter gender and vice-versa.

**1.4** Any reference in these Terms to any Clause shall be construed as a reference to the clauses of these Terms unless otherwise expressly stated.

**1.5** The words “include” or “including” in these Terms shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import.

**1.6** Any reference in these Terms to any person shall be construed as a reference also to such person’s successors and assigns.

## **2. Singtel**

**2.1** To contact Singtel in connection with any matter relating to the Card, you may call Singtel’s customer hotline at 1800 438 3274. Singtel may record any telephone conversation with you without notice to you. You hereby agree to such recordings and that such recordings shall be admissible in evidence in any proceedings and shall be binding on you.

**2.2** Any determination, decision or opinion that Singtel may make or have under or as envisaged in any provision in these Terms may be made or held in the sole and absolute discretion of Singtel (whether or not it is expressly stated as such in the relevant provision). Singtel shall not be required to provide any reason or explanation for any of its determinations, decisions and opinions. Without prejudice to the foregoing, if Singtel nevertheless provides any reason or explanation for any of its determinations, decisions or opinions, such reason or explanation shall not be binding on Singtel, and does not constitute any representation, warranty or undertaking by Singtel (as to future action or otherwise).

## **3. Use of Card**

**3.1** The Card is a virtual prepaid Visa card that can be used on Enabled Devices approved by the Card Issuer/Visa to purchase goods or services at participating merchants approved by Singtel from time to time. The Card may not be used to obtain cash from automated teller machines (ATM) or for any other type of purchase or cash advance.

**3.2** Singtel is entitled, at any time in its absolute discretion and without giving prior notice or reason, to determine and vary the types of Card Transactions that may be carried out using the Card, and the participating merchants where Card Transactions may be carried out.

**3.3** Your Card may be used to carry out Contactless Transactions at Contactless Transaction Readers that accept Visa Cards and at such other readers or systems as the Card Issuer/Visa may from time to time approve. Any usage of a Card at any Contactless Transaction Reader, if permitted by Singtel and the Card Issuer/Visa, shall be subject to such terms and condition as Singtel and the Card Issuer/Visa may prescribe from time to time.

- 3.4** Singtel shall be authorised to debit your Dash Wallet Account with the amount of all Card Transactions and any fees and charges payable by you under these Terms. You must ensure that you have sufficient balance in your Dash Wallet Account for the Card Transaction before use.
- 3.5** You must keep a secure record of your Card number and the date on which your Card expires. You are responsible for keeping your Card safe and within your possession. You must not allow any other person to use your Card, give your Card number and details to any unauthorised person.
- 3.6** You are responsible for all transactions initiated and fees incurred by use of your Card. Without prejudice to the foregoing, if you permit another person to have access to your Card or Card number, we will treat this as if you have authorised such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of the Card according to these Terms.
- 3.7** You shall not use any Card (whether to effect payment or otherwise) in relation to any transaction or activity which is illegal or prohibited under the law of the country in which such transaction or activity is effected or the law of your country of residence. You must safeguard your Enabled Device and maintain the integrity and security of any Security Procedures associated with your Card.
- 3.8** You shall be liable for all Card Transactions whether or not executed with your knowledge or authority, regardless of how such transactions were effected and notwithstanding that the available Dash Wallet Account or Card Limit (as the case may be) applicable to the Card shall have been exceeded, including without limitation where arising in connection with any negligence on your part (which shall be deemed to include without limitation where you fail to adopt any Security Procedures. In this regard you acknowledge the ease of which unauthorised Card Transactions may be carried out and accept the risk of unauthorised Card Transactions.
- 3.9** Singtel shall be entitled to treat any person in physical possession and control of any Card and/or any Enabled Device as the rightful holder or user thereof, and are entitled to rely upon any signature, digital certificate or token or use of the Card as conclusive evidence of the fact that the Card Transaction relating thereto was authorised and properly made or effected by you. Singtel shall not in any way be liable for any loss, costs, damages suffered by any person including the rightful holder of the Card with respect to any transaction effected through the Card and/or any Enabled Device.
- 3.10** It is your responsibility to keep track of your spending on the Card. If you attempt to use the Card when there is an insufficient funds in your Dash Wallet Account available to cover the full amount of a proposed Card Transaction, the Card Transaction in most instances will be declined. However, if due to a system malfunction or for any reason whatsoever, a Card Transaction occurs despite insufficient balance in your Dash Wallet Account, creating a negative balance in your Dash Wallet Account, you agree to reimburse us, upon request, for the amount of the Card Transaction in excess of the balance in your Dash Wallet Account.



**3.11** Singtel may set aside or place a hold on your Dash Wallet Account in respect of any Card Transaction on the day such Card Transaction is presented to Singtel for payment or on the day we receive notice of such Card Transaction. Such an amount set aside or held is only an estimated sum of the actual Card Transaction and may not be identical to the actual Card Transaction. Should Singtel set aside or hold any amount, the balance in your Dash Wallet Account shall be notionally reduced by such amount that Singtel set aside. You may not stop payment on such Card Transaction nor use any sum set aside or held by Singtel from your Dash Wallet Account. Where applicable, Singtel may set aside or hold such sums from your Dash Wallet Account for such period(s) as Singtel deems fit after which Singtel shall debit your Dash Wallet Account for the full amount of the actual Card Transaction.

**3.12** Singtel shall be entitled to at any time impose fees and charges on you, and to change and/or amend such fees and/or charges payable, for

- (i) your use of the Card,
- (ii) any reactivation or termination of the Card,
- (iii) the processing of any dispute regarding the validity of any Card Transaction or any refund or chargeback request,
- (iv) any cancellation fee for “no show reservations” or charges for cancelling or failing to fulfil any pre-order or reservation for goods and/or services;
- (v) any service charge/administration fee for any action taken by Singtel in carrying out any of your instructions and/or requests relating to your Card and/or Dash Wallet Account, whether such service or action is referred to or contemplated in these Terms or otherwise; and/or
- (vi) the production or retrieval of any document of and relating to any Card Transaction.

The quantum of such fees and charges shall be as determined by Singtel from time to time. Your continued use of the Card shall be deemed to be your conclusive acceptance of such fees and charges, and changes and amendments to such fees and charges (if any).

**3.13** Card Transactions in a foreign currency (whether made overseas or online) shall be converted into Singapore dollars at such rate as may be determined by Singtel or VISA, as the case may be. Singtel shall be entitled to charge an administrative fee for foreign currency and overseas transactions, including Card Transactions with any Payment Merchants outside Singapore (whether made overseas or online), at such rates as may be determined by Singtel from time to time. All foreign currency and overseas transactions, including Card Transactions with any Payment Merchants outside Singapore (whether made overseas or online), will also be subject to additional charges which may be imposed by Visa from time to time. All such converted sums, inclusive of any applicable additional fees and charges in relation to such transactions provided in this clause shall be deemed to be the “Payment Amount” for the purposes of these Terms.

**3.14** Any use by you of the Card shall be governed by these Terms between you and Singtel, where applicable, and is subject to such other guidelines, procedures, policies and regulations which may be prescribed, introduced, varied and/or amended by any applicable regulatory authority or law enforcement body from time to time. For the avoidance of doubt, you shall have no rights against the Card Issuer / Visa whether under these Terms or otherwise for your use of the Card and the Card Issuer / Visa shall not be liable to you or any person for any loss, liability, damages, or expense whatsoever, howsoever arising in connection with your use of the Card.

#### **4. Transit Payment Transactions**

**4.1** To be eligible to make Transit Payment Transactions under the “SimplyGo” system, you shall be deemed to accept and agree to be bound by the SimplyGo Terms.

**4.2** You must ensure that you have sufficient balance in your Dash Wallet Account for your Transit Payment Transaction before use. In the event that any Transit Payment Transaction occurs despite insufficient balance in your Dash Wallet Account, Singtel reserves the right to suspend (for such period as such Singtel may in its sole and absolute discretion consider appropriate) or terminate, without liability to you, the availability to you of your Dash Wallet Account and/or your use of the Card (in whole or in part), including freezing any Unused Balance in your Dash Wallet Account, without notice to you. Notwithstanding such suspension or termination, you agree to be fully liable for and to reimburse us, upon request, the amount of your Transit Payment Transactions and any other unpaid Card Transactions.

**4.3** You hereby waive claim you may now or in the future have against Singtel and shall fully and effectively indemnify, defend and hold harmless Singtel from and against, any and all Losses arising directly or indirectly from or in connection with your Transit Payment Transactions, including your ability to access and use your Card to make any Transit Payment Transaction.

#### **5. Card Limit**

**5.1** Singtel or the Card Issuer may at its sole and absolute discretion set such Card Limits with respect to the use of the Card and may vary the Card Limit without notice.

**5.2** You shall not at any time carry out or attempt to carry out such Card Transactions by the use of the Card, the aggregate value of which will cause the Card Limit as applicable to the Card to be exceeded without Singtel’s prior written approval.

**5.3** In calculating whether the Card Limit has been exceeded, Singtel may take into account the amount of any Card Transaction not yet debited from your Dash Wallet Account and of any authorisation given by Singtel to a third party in respect of a prospective Card Transaction.

**5.4** For the avoidance of doubt, and notwithstanding the above, we shall be entitled, at our sole and absolute discretion, to allow Card Transactions to be effected notwithstanding that the available Dash Wallet Account or Card Limit has been overdrawn or exceeded, and shall not be liable to you for any loss, charges or damages resulting therefrom.

**5.5** Notwithstanding anything herein contained, Singtel is entitled, at any time in its absolute discretion and without giving prior notice or reason, to refuse to approve any proposed Card Transaction that you wish to effect even if such transaction would not cause the Card Limit to be exceeded.

## **6. Disputes and Chargebacks**

- 6.1** You may call Singtel's customer hotline at 1800 438 3274 in the event of any dispute regarding the validity of any Card Transaction or request for refund or chargeback. Singtel shall assist you in resolution of the dispute and may at its discretion direct such dispute, refund or chargeback request to the Card Issuer/Visa for resolution and processing.
- 6.2** Where required, you shall promptly take such steps as may be specified by Singtel, the Card Issuer/Visa in relation to such dispute, refund or chargeback request, including furnishing a written explanation of the dispute, refund or chargeback request and/or a copy of the related sales transaction receipt and any other information and supporting documents that Singtel, the Card Issuer/Visa may require.
- 6.3** Any fees and charges imposed by Singtel, the Card Issuer/Visa for the processing of such dispute refund or chargeback request may be deducted from your Dash Wallet Account or claimed from you and shall not be refundable for any reason whatsoever.
- 6.4** You hereby agree and accept that (a) the Card Issuer / Visa may, but are not obliged to (whether under these Terms or otherwise) assist you with or process your dispute, refund, or chargeback request; and (b) the decisions of Singtel, the Card Issuer/Visa on all matters relating to or in connection with such dispute, refund or chargeback request is final and conclusive and binding on you for all purposes unless otherwise provided in such terms, conditions, rules, procedures and/or guidelines as may be issued by the relevant card scheme from time to time.
- 6.5** You acknowledge and agree that any refund of any amount previously charged to your Card may be subject to such terms, conditions, rules, procedures and/or guidelines as may be issued by the relevant card scheme from time to time.
- 6.6** Neither Singtel nor the Card Issuer / VISA shall be liable to you in any circumstance for any matters relating to or in connection with such dispute, refund or chargeback request.

## **7. Notification**

- 7.1** You shall promptly notify Singtel upon discovering that your Card or Enabled Device is lost or stolen or has been there has been any inappropriate or unauthorised disclosure of and/or use of your Card and/or any details of your Card and/or inappropriate or unauthorised access to and/or use of your Dash Wallet Account effected using your Card and/or any details of your Dash Wallet Account. You shall notify Singtel of such loss/theft or inappropriate or unauthorised access/use by calling our Customer Service Hotline or by notifying Singtel in writing. Where required, you shall promptly take such steps as may be specified by Singtel in relation to the foregoing matters, including making a police report accompanied by written confirmation of the loss/theft/misuse/disclosure and any other information that Singtel may require.
- 7.2** Subject to these Terms, you shall not be liable for any fraudulent transactions not authorised by you after you have reported the loss to Singtel. However, Singtel shall be entitled to debit your Dash Wallet Account for all Card Transactions carried out before Singtel is notified of such loss/ theft/ disclosure, even if such transactions were carried out without your authorisation.

## **8. Termination**

- 8.1** Singtel may at any time suspend (for such period as Singtel may in its sole and absolute discretion consider appropriate) or terminate these Terms and/or the availability to you of and/or your use of the Card (in whole or in part), or use of your Card on any Enabled Device, without notice to you and without giving any reason. Singtel may (but shall not be obliged to) post a notice of such suspension or termination on the Dash Website or make such notice available in any other manner deemed appropriate by Singtel.
- 8.2** Without prejudice to the foregoing, Singtel may at any time suspend (for such period as such Singtel may in its sole and absolute discretion consider appropriate) or terminate the availability to you of and/or your use of the Card (in whole or in part), without notice to you, if:
- 8.2.1** Singtel has, in its sole and absolute discretion, reason to believe that you have provided it with any false identification or otherwise misleading information, or that any information provided by you to Singtel in connection with these Terms or your Dash Wallet Account is false, misleading or incorrect;
  - 8.2.2** you have, or Singtel has, in its sole and absolute discretion, reason to believe that you have, committed a breach of any of the provisions of these Terms or that you have misused or are likely to misuse the Card (including for any unauthorised use or any criminal or illegal purpose);
  - 8.2.3** Singtel has, in its sole and absolute discretion, reason to believe that you are using the Card on behalf of another party;
  - 8.2.4** Singtel is required to do so in order to comply with any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body;
  - 8.2.5** there is a security threat or suspected security threat in relation to your use of the Card (including risk of money laundering or terrorist financing, hacking or through the introduction of viruses or other malicious code);
  - 8.2.6** you become bankrupt or generally fail or are unable to pay any of your debts as they fall due;
  - 8.2.7** Singtel is, in its sole and absolute discretion, of the opinion that you have perpetrated a fraud on Singtel or any Singtel Group Corporation, or have conducted yourself in a manner which may result in perpetrating or attempting to perpetrate such a fraud;
  - 8.2.8** you die, or become mentally incapacitated or suffer some other form of legal disability;
  - 8.2.9** any representation or warranty made by you to Singtel in connection with these Terms or your Dash Wallet Account is incorrect or misleading.
- 8.3** Your obligations under these Terms will continue and Singtel shall remain to be entitled to debit your Dash Wallet Account for any amount and charges incurred in or related to Card Transactions that are carried out before or after the termination of your Card. Until such amounts and charges are paid in full, you shall remain liable to Singtel for such amounts and charges.
- 8.4** You shall not be entitled to any payment, compensation or damages from Singtel or any other Singtel Group Corporation in relation to any suspension or termination of your use of the Card for any reason whatsoever.
- 8.5** Any suspension or termination of your use of the Card for any reason whatsoever shall not release you from any liability or responsibility on your part, which at the time of such suspension or termination, has already accrued.

**8.6** The rights of suspension and termination of Singtel under these Terms shall be without prejudice to any other rights or remedies which Singtel may have (whether under these Terms, at law, in equity or otherwise).

**9. Additional Privileges, Offers and Benefits**

**9.1** Singtel may provide or make available at our sole discretion, any additional services, programmes, benefits, schemes or plans from time to time with respect to the use or the promotion of the use of Cards, under which additional privileges, offers or benefits may be offered to you from time to time (“**Programme**”). Such Programme may be subject to its own terms and conditions and by participating in the Programme, you agree to be bound by such terms and conditions. Singtel shall not be liable for any failure by any third party merchant to honour any privileges, offers or benefits offered in respect of any Programme or for any breach of the terms thereof.

**9.2** Any privilege or benefit to be obtained from or conferred by any merchant under any Programme may be unavailable, suspended or withdrawn by that merchant at any time for any reason and whether temporarily or otherwise. We shall not be liable for any refusal of any merchant to extend or confer any privilege or benefit under any Programme for any reason whatsoever.

**10. General Rights of Singtel**

**10.1** You hereby agree and accept that Singtel’s records of Card Transactions and any other matter in relation to these Terms (including any communications transmitted electronically or telecommunications between Singtel and you) as final and conclusive and binding for all purposes, in the absence of manifest error.

**10.2** Without prejudice to any of Singtel’s other rights and remedies (whether under these Terms, at law, in equity or otherwise), Singtel is required to act in accordance with any and all applicable laws and directions, orders and requirements of any applicable regulatory authority and/or law enforcement body relating to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities, and may be subject to sanctions in relation thereto. Singtel shall have the right to take any action which may be required by any applicable regulatory authority and/or law enforcement body or which it, in its sole and absolute discretion, considers appropriate to take in order to comply with such laws, directions, orders and requirements.

**10.3** Without prejudice and in addition to any right of set-off to which Singtel is otherwise entitled, Singtel may, at any time, upon written notice to you, set-off any amounts owing by you to Singtel against any amounts which Singtel owes to you. Notwithstanding the foregoing, in the event that you breach any provision of these Terms, Singtel may perform such set-off without notice to you.

**10.4** In addition to any other rights to which we may be entitled by law, we are entitled at our absolute discretion, at any time and without notice or liability, to set-off or transfer any monies standing to the credit of any account(s) maintained by you with any Singtel Group Corporation, whether such other account is held by you alone or jointly with others, in or towards the full or partial discharge of any sum due from or owed by you to us.

**11. Disclaimers, Indemnity and Liability**

**11.1** Singtel shall not in any event be liable in any way to you or any person for any loss, liability, damages or expense whatsoever, howsoever arising:

- (i) in connection with the use of the Card;

- (ii) should use of your Card or any Enabled Device(s) or any Security Procedure be rejected by a merchant or any terminal used to process Card Transactions or if Singtel or any merchant refuses for any reason to authorise any Card Transaction or to accept or honour the Card;
- (iii) for any malfunction, defect or error in any terminal used to process Card Transactions or to facilitate the usage of the Card, or of other machines or systems of authorisation whether belonging to or operated by Singtel or other persons or the inability of any terminal, machine or system to accurately, properly or promptly transmit, process or store any data;
- (iv) for any delay or inability on our part to perform any of our obligations under these Terms because of any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, terrorism, civil disturbance or any event outside our reasonable control or the reasonable control of any of our servants, agents or contractors;
- (v) for any breach of any obligation of confidentiality by any third party provider of any service or facility associated with any Card or Enabled Device. You acknowledge and understand that use of the same involves the transmission of your personal data and transaction details through third parties which Singtel may be unable to control, and Singtel is not responsible or liable to you for their performance or the non-performance of their obligations to you;
- (vi) for any loss, theft, use or misuse of any Card or Enabled Device and/ or compromise of any Security Procedure or any breach of these Terms;
- (vii) for any injury to your credit, character and reputation in relation to your use of the Card or any inability to use any Enabled Device;
- (viii) for any delay in the release of any amount placed on hold in your Dash Wallet Account;
- (ix) for the use of any the Card on any Enabled Devices which may not be supported by the Card Issuer/Visa; and
- (x) for any failure by Singtel to follow payment instructions (including but not limited to GIRO or other standing payment instructions) given by you due to insufficient available funds in your Dash Wallet Account or insufficient available funds arising from us putting amounts in your Dash Wallet Account on hold or the delay in releasing such hold and any hold placed on your Dash Wallet Account upon receipt of a request for authorisation of a Card Transaction or a notice of a Card Transaction or a request for payment (including but not limited to a request by electronic means) notwithstanding that such request or notice were unauthorised or forged or that the Card Transaction was not carried out or rescinded.

and you hereby waive claim you may now or in the future have against Singtel for the same. You shall fully and effectively indemnify, defend and hold harmless the Indemnified Parties from and against, any and all Losses arising directly or indirectly from or in connection with any or all of the foregoing matters.

**11.2** Singtel makes no warranty or representation as to the quality, value, merchantability or fitness for purpose of the any goods and/or services purchased via the Card and assumes no liability or responsibility for the acts or omissions of the merchants and/or suppliers of such goods/services. Any dispute about the value, condition or performance of any of such goods/services is to be resolved directly with the relevant merchants and/or suppliers of such goods/services.

- 11.3** You shall indemnify and keep the Indemnified Parties fully indemnified against all claims, demands, actions, proceedings, losses, damages, costs and expenses of any nature (including legal costs on an indemnity basis) incurred, suffered or sustained by the Indemnified Parties, directly or indirectly, by reason of or in connection with these Terms, including but not limited to:-
- (i) any use or misuse of the Card including without limitation all Card Transactions regardless of whether or not authorisation has been sought and/or given;
  - (ii) breach of any provision of these Terms on your part;
  - (iii) the enforcement or protection of the Indemnified Parties' rights and remedies against you under these Terms, or in obtaining or seeking to obtain payment of all or any part of the monies hereby agreed to be paid by you;
  - (iv) insufficiency of available funds in your Dash Wallet Account to meet a request for payment of any Card Transaction or settlement of any other liability hereunder; and/or
  - (v) any change in any law, regulation or official directive which may have an effect on your Dash Wallet Account and/or these Terms.
- 11.4** This Clause shall survive any expiry, termination or other cessation of your relationship with Singtel and/or your use of the Card.

## **12. Personal Data**

- 12.1** Singtel, each other Singtel Group Corporation and the Card Issuer/Visa shall be entitled to request for, retrieve and collect, and you hereby affirmatively agree, consent to and authorise the collection, retrieval, use and disclosure by and on behalf of Singtel, each other Singtel Group Corporation and the Card Issuer/Visa, any and all Customer Information, in the manner and for the purposes set out in the Dash Data Protection Policy and for the following purposes (collectively, the "**Purposes**"):
- 12.1.1** carrying out identification checks, due diligence and other checks, screenings and verifications (including for anti-fraud, anti-terrorism, CFT and AML purposes);
  - 12.1.2** dealing in any matters relating to the Card (including the mailing of correspondence, statements, invoices, reports or notices to you, which could involve disclosure of certain personal data about you to bring about delivery of the same as well as on the external cover of envelopes/mail packages);
  - 12.1.3** Investigating fraud, misconduct, any unlawful action or omission, whether relating to your claims or any other matter relating to your Card and/or your relationship with Singtel and any other Singtel Group Corporation, and whether or not there is any suspicious of the aforementioned;
  - 12.1.4** for meeting legal, regulatory and other compliance requirements (including disclosure to all government agencies and authorities, regulators (such as, without limitation, the Monetary Authority of Singapore), exchanges, clearing houses, markets or depositories); and
  - 12.1.5** providing you with information, offering rewards, conducting market research and other survey, maintaining safety and security, and other purposes as further described in the Dash Data Protection Policy,

**12.2** You agree that Singtel is entitled, in its absolute discretion, at any time and without notice or liability, to disclose any information relating to you or your Card Transaction(s) or your Dash Wallet Account (“**Information**”) to:

- (i) the Card Issuer/Visa;
- (ii) any merchant or establishment which accepts the Card,
- (iii) any bank or financial institution,
- (iv) any credit bureau and/or its compliance committee and for such credit bureau and/or its compliance committee to disclose the Information to third party or parties, including but not limited to its member banks or financial institutions,
- (v) any government agency, statutory board or authority in Singapore or elsewhere,
- (vi) any party involved in facilitating, effecting or processing the Card Transactions,
- (vii) any other person to whom we consider it in our interest to make such disclosure,

and each of the foregoing persons similarly may disclose to Singtel and to each other, full particulars of any Card Transaction and any other information in relation to you or the use of the Card where such disclosure is required by law or where Singtel deems appropriate, necessary or desirable in connection with its provision of services and the enforcement of any rights and/or performance of any obligation in respect of or in connection with these Terms or whenever Singtel considers it in its interest to make such disclosure.

**12.3** You hereby affirmatively agree, consent to and authorise the disclosure and/or transfer out of Singapore (if applicable), by and on behalf of Singtel or any other Singtel Group Corporation, of your personal data, to its third party service providers or agents (including its lawyers), where such third party service providers or agents engaged by Singtel or any other Singtel Group Corporation Singtel would be processing your personal data for Singtel or any other Singtel Group Corporation for any of the Purposes.

**12.4** You hereby represent, warrant and undertake to Singtel and each other Singtel Group Corporation that where you or your representative is responsible for the provision of any information or data relating to any natural person to the Singtel and/or any other Singtel Group Corporation, or actually provides any such information or data to Singtel and/or any other Singtel Group Corporation, you have informed each such person and each such person has given consent to the Singtel’s collection, use and disclosure of their personal data as described under these Terms and the Dash Data Protection Policy.

**12.5** You agree that Singtel, each other Singtel Group Corporation, and the Card Issuer / Visa may retain all Customer Information for the Purposes and in compliance with the applicable law.

**12.6** If you wish to withdraw your consent given under this Clause, you are required to submit a request to Singtel (in such form as may be specified by Singtel from time to time), whereupon Singtel shall be entitled to take such action, or procure to be taken any such action, as Singtel may consider appropriate arising from or in connection with such withdrawal of consent, including suspending or terminating the Card (in whole or in part).

**12.7** The provisions of this Clause shall also constitute your consent for the purpose of the provisions of the Spam Control Act (Cap. 311A) and other applicable law, unless otherwise notified in writing by you in the procedure as determined by Singtel or any other Singtel Group Corporation from time to time, including as may be described in the Dash Data Protection Policy.



### **13. Force Majeure**

**13.1** Singtel shall not be liable to you or be deemed to be in breach of any provision of these Terms by reason of any delay in performing, or any failure to perform, any of its obligations if the delay or failure was due to any Force Majeure Event.

### **14. Suspension and Termination**

**14.1** Singtel may at any time suspend (for such period as Singtel may in its sole and absolute discretion consider appropriate) or terminate the availability to you of and/or your use of the Card without notice to you and without giving any reason.

**14.2** You shall not be entitled to any payment, compensation or damages from Singtel or any other Singtel Group Corporation in relation to any suspension or termination of your use of the Card for any reason whatsoever.

**14.3** Any suspension or termination of your use of the Card for any reason whatsoever shall not release you from any liability or responsibility on your part, which at the time of such suspension or termination, has already accrued.

**14.4** The rights of suspension and termination of Singtel under these Terms shall be without prejudice to any other rights or remedies which Singtel may have (whether under these Terms, at law, in equity or otherwise).

### **15. Modification**

**15.1** Singtel shall have the right in its sole and absolute discretion to amend, modify or vary these Terms (including any amendments made to the Dash Data Protection Policy) by giving no less than 7 calendar days' notice thereof to you, by posting on the Dash Application and/or Dash Website or in any other manner deemed appropriate by Singtel (which shall constitute good and sufficient notice thereof to you by Singtel and shall be deemed to have been received by you on the date of such posting or the making public of such notice, as applicable).

**15.2** If you do not accept such change(s), you shall forthwith discontinue use of the Card and instruct Singtel to terminate the Card. Where you continue to use the Card after such notification, you shall be deemed to have agreed with and accepted such change(s).

### **16. Waiver**

**16.1** No failure to exercise or enforce, and no delay on the part of Singtel or any Singtel Group Corporation in exercising or enforcing its rights under these Terms shall operate as a waiver thereof nor shall such failure or delay in any way prejudice or affect the rights of Singtel or Singtel Group Corporation at any time.

### **17. Confidentiality**

**17.1** You agree that Singtel and/or any Singtel Group Corporation shall not be under any obligation of confidentiality to you regarding any such information or material provided by you using the Card, unless agreed otherwise in a separate direct contract between you and Singtel and/or the relevant Singtel Group Corporation, or otherwise required under applicable law.

### **18. Assignment**

- 18.1** You shall not assign, transfer or encumber any or all of your rights, interests and obligations under these Terms without the prior written consent of Singtel.
- 18.2** Singtel may assign and transfer any or all of its rights, interests and obligations under these Terms to any person. Any such assignment or transfer shall take effect upon posting on the Dash Website or on such date as may be otherwise stated. In the event that Singtel assigns and transfers all its rights, interests and obligations under these Terms:
- 18.2.1** all references to Singtel in these Terms shall upon and after any such assignment and transfer be construed as a reference to the assignee and transferee of Singtel; and
- 18.2.2** such assignee and transferee shall be entitled to enforce all rights and perform all obligations of Singtel and to be paid all sums due from you under these Terms as at the date of such assignment and transfer thereafter.
- 18.3** Singtel shall be entitled to sub-contract and delegate any or all of its obligations under these Terms or any other matters contemplated in these Terms, to any third party (including any other Singtel Group Corporation) as Singtel deems fit, whether for such third party to carry out or procure the carrying out of such obligations or matters. In such event, Singtel shall not be liable to you for, and hereby disclaims all liability and responsibility in relation to, any act, omission, neglect or wilful default on the part of such third party.

## **19. Notices and Correspondence**

- 19.1** All notices and communications by Singtel and/or any Singtel Group Corporation to you may be sent or despatched to you by delivery, post, e-mail, SMS, eDM or facsimile transmission or any other means deemed appropriate by Singtel, to your e-mail or other address or mobile or facsimile number appearing in any of your records maintained by Singtel or from which any communication by you to Singtel was despatched or issued or otherwise last known to Singtel. Any such notice, demand or communication addressed and so despatched to you shall be deemed to have been received by you:
- 19.1.1** in the case of despatch by e-mail, SMS or facsimile transmission or other instantaneous electronic communications, immediately upon transmission by Singtel and/or the relevant Singtel Group Corporation;
- 19.1.2** in the case of despatch by delivery to your address, on the date and at the time it was so delivered or left at that address; and
- 19.1.3** in the case of despatch by post:
- (i) to any address in Singapore, on the next day after it was posted by Singtel and/or the relevant Singtel Group Corporation; or
  - (ii) to any address outside Singapore, on the seventh (7th) day after it was posted by Singtel and/or the relevant Singtel Group Corporation.
- 19.2** All notices and requests from you to Singtel shall be in writing unless otherwise specified by Singtel to you. Singtel shall be entitled to regard as ineffective and invalid any notice or request by you the receipt of which has not been confirmed by Singtel to you.

**20. Severability**

**20.1** Any part of any provision of these Terms that is invalid, unenforceable or illegal shall be enforced as nearly as possible, but shall otherwise be deemed severed and shall not affect the enforceability of any other part of these Terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

**21. Third Party Rights**

**21.1** Save for the Singtel Group Corporations, no person who is not a party to these Terms has any right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any provision of these Terms.

**22. Applicable Law and Jurisdiction**

**22.1** These Terms shall be subject to and construed in accordance with the laws of Singapore and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

## **SECTION D: TERMS AND CONDITIONS FOR DASH REWARDS PROGRAMME**

1. All registered Dash customers will automatically be a member of the Dash Rewards Programme.
2. The Dash Rewards Programme membership is non-transferable and shall be for your personal use only.

### **Dash Reward Points**

3. As a Dash Rewards member, you will be awarded Dash Reward Points when you make qualifying payment or remittance transactions from your Dash Wallet Account (“Qualifying Transactions”).
4. The Dash Rewards Programme has 3 membership tiers: “Silver”, “Gold” and “Platinum”.
5. Your eligibility for membership tier, the criteria for Qualifying Transactions and Dash Reward Points earn rate for Qualifying Transactions for each membership tier shall be determined by Singtel at its sole discretion, and may be varied from time to time by Singtel without notice to you. You may refer to the Dash Website for the latest applicable Dash Reward Points earn rate for Qualifying Transactions and available Dash Reward Points promotions.
6. You may check your Dash Reward Points balance, your membership tier status and applicable Dash Reward Points earn rate via the Dash Application, or via such other means as determined by us from time to time in our sole discretion. Your Dash Reward Points balance and redemptions and membership tier status as set out in the Dash Application shall serve as conclusive evidence of the same.
7. Dash Reward Points are not redeemable for cash and are not transferable or assignable for any reason or any purpose.
8. Dash Reward Points will expire on the 31 December of the next calendar year after the date of award. To illustrate:

Dash Reward Points Award Date	Expiry Date of Dash Reward Points
1 January 2020 – 31 December 2020	31 December 2021
1 January 2021 – 31 December 2021	31 December 2022

9. Singtel reserves the right to amend the validity period of the Dash Reward Points at any time.
10. There shall be no extension of time for the validity period of any unused Dash Reward Points. Expired Dash Reward Points shall be forfeited and cannot be reinstated. You agree that you will have no claim whatsoever against Singtel for any expired or forfeited Dash Reward Points.
11. Notwithstanding any provision in these Dash Rewards Programme Terms, Singtel shall not be required to award Dash Reward Points to you if at any time Singtel, at its sole and absolute discretion, suspects any fraud in relation to, and/or misuse of your Dash Wallet Account (whether by you or any other person, with or without your knowledge).
12. Singtel has the sole and absolute discretion to determine your entitlement to any Dash Reward Points and shall be entitled, at its sole and absolute discretion and without notice to you, to claw-back from you

any Dash Reward Points which has in Singtel's opinion, been wrongfully awarded to you for any reason whatsoever.

13. Singtel may at its discretion offer the conversion of Dash Reward Points to the points under the rewards programme(s) of any Singtel partner ("Partner Rewards Programme"), and subject to such additional terms as may determine by Singtel and such partner from time to time.
14. All Dash Reward Points will be forfeited upon the cancellation or termination of your Dash Wallet Account account. You shall not be entitled to any compensation in respect of any Dash Reward Points which are forfeited.

## Redemption

15. You may use your Dash Reward Points to redeem e-vouchers, promotions, discounts, free gifts, promotion codes and other benefits offered by Singtel and/or third-party merchants as shown on the rewards catalogue that is made available from time to time in the Dash Application ("Rewards"), subject to availability.
16. The list of Rewards and the number of Dash Reward Points required for redemption of the respective Rewards shall be determined by Singtel. Singtel may from time to time amend the number of Dash Reward Points required for redemption of Rewards without prior notice to you.
17. Rewards may not be exchanged for cash and/or Dash Reward Points and/or any other Reward or item. Refunds for and/or replacements of Rewards will not be entertained.
18. Singtel makes no warranty or representation as to the quality, value, merchantability or fitness for purpose of the Rewards. Any dispute about the value, condition or performance of any Reward is to be resolved directly with the relevant merchants and/or suppliers of such Reward ("Merchant").
19. Singtel is not an agent of the Merchants. The Rewards shall be subject to such other terms and conditions as may be imposed by the respective Merchants, and you agree to be bound by such terms.
20. For voucher or e-voucher Rewards ("Vouchers"): All Vouchers shall be subject to such other terms and conditions as may be imposed by the Merchant issuing the Vouchers ("Voucher Terms"). By redeeming such Voucher, you agree to be bound by such Voucher Terms. Where the Voucher contains a specific date during which it should be utilized, no requests for extensions or replacements whatsoever will be entertained. No payment or compensation whether in cash, credit or kind shall be made for any uncollected, lost, expired, misplaced, defaced, stolen or damaged Vouchers, and you agree that you will have no claim whatsoever against Singtel and/or the Merchant for the same.

## General

- 21.** Singtel's decisions on all matters relating to or in connection with the Dash Rewards Programme shall be final. No correspondence or claims will be entertained. Singtel shall not be required to provide any reason or explanation for any of its determinations, decisions and opinions. Without prejudice to the foregoing, if Singtel nevertheless provides any reason or explanation for any of its determinations, decisions or opinions, such reason or explanation shall not be binding on Singtel, and does not constitute any representation, warranty or undertaking by Singtel (as to future action or otherwise).
- 22.** Singtel shall not in any event be liable in any way to you or any person for any loss, liability, damages or expense whatsoever, howsoever arising, in connection with the Dash Rewards Programme (including, but not limited to, that arising from or in connection with any failure or delay to award any Dash Reward Points to you) and you hereby waive claim you may now or in the future have against Singtel for the same.
- 23.** In particular but without limiting the generality of the Personal Data provision in these Terms, you consent to us and all other persons/entities and Merchants involved in the Dash Rewards Programme collecting, using, disclosing and/or processing your Personal Data for purposes of the Dash Rewards Programme. The provisions of this Clause shall also constitute your consent for the purpose of the provisions of the Spam Control Act (Cap. 311A) and other applicable law, unless otherwise notified in writing by you in the procedure as determined by Singtel from time to time, including as may be described in the Dash Data Protection Policy.
- 24.** To contact Singtel in connection with any matter relating to the Dash Rewards Programme, you may call Singtel's customer hotline at 1800 438 3274. Singtel may record any telephone conversation with you without notice to you. You hereby agree to such recordings and that such recordings shall be admissible in evidence in any proceedings and shall be binding on you.

Dash Terms and Conditions (Effective 1 January 2021)