



## Terms of Use for Dash Services

1. Please read these Terms of Use carefully. The following Terms of Use govern your use and access of the Dash Services and Application. By accessing the Application and/or Dash Services, you agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, do not access and/or use the Dash Services and/or Application. You may not obtain or attempt to obtain unauthorised access to such parts of this Application and/or Dash Services, or to any other protected information, through any means not intentionally made available by us for your specific use.
  
2. If you below 18: you must obtain consent from your parent(s) or legal guardian(s), their acceptance of these Terms of Use and their agreement to take responsibility for: (i) your actions; (ii) any charges associated with your use of any of the Dash Services and/or Application; (iii) purchase of Merchant's Products; and (iv) your acceptance and compliance with these Terms of Use.
  
3. **Definitions & Interpretations**
  - a. **"Application"** refers to the application(s) for mobile devices (available for download from an Appstore) offered, operated and maintained by or on before of TEPL from Singapore, whether jointly with any other banks, entities or persons or otherwise, through which certain products, services and functionalities, as TEPL 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 TEPL, whether jointly with Fave, any other banks, entities or persons or otherwise, from time to time.
  
  - b. **"Appstore"** means an online digital media and/or application store, and includes Apple Inc.'s iTunes Store and Google Inc.'s Google Play store.
  
  - c. **"Dash Balance"** means the accounts offered by us, including Dash Balance:
    - i Through which the holder of such account may, inter alia, effect and obtain Dash Services, subject to these Terms of Use; and
    - ii For the purpose of containing stored value, which stored value is capable of being used by you to carry out such transactions as we may from time to time specify (including those which may be made pursuant to the Dash Service).
  
  - d. **"Dash Services"** refers to products and services as may be effected or obtained through the use of the Application
  
  - e. **"Fave"** refers to Beeconomic Singapore Pte Ltd.
  
  - f. **"Merchant(s)"** refers to any third party provider of goods and/or services from which you purchased using the Dash Services and/or Application.
  
  - g. **"Products"** refers to the goods and/or services provided by the Merchants

- h. **“TEPL”** refers to Telecom Equipment Pte Ltd.
- i. **“Us”** or **“We”** refers to the entity defined in Clause 3(d) of these Terms of Use.

4. **Guidelines to the use of Dash Services and/or Application:**

- a. You agree to comply with any and all the guidelines, notices, operating rules and policies and instructions pertaining to the use of the Dash Services and/or access to the Application, as well as any amendments to the aforementioned, issued by us, from time to time. We reserve the right to revise these guidelines, notices, operating rules and policies and instructions at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on our website.
- b. **Restricted activities:** You agree and undertake NOT :
  - i impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;
  - ii use the Application or Dash Services for illegal purposes;
  - iii attempt to gain unauthorized access to or otherwise interfere or disrupt other computer systems or networks connected to Application or Dash Services;
  - iv post, promote or transmit through Application or Dash Services any prohibited materials;
  - v interfere with another's utilization and enjoyment of the Dash Services and/or Application;
  - vi use or upload, in any way, any software or material that contains, or which you have reason to suspect that contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt the Application's data or damage or interfere with the operation of another customer's mobile device, Application and/or Dash Services ; and
  - vii use the Application or Dash Services other than in conformance with the acceptable use policies of any connected computer networks, any applicable Internet standards and any other application laws and/or regulations.
- c. **Availability of Dash Services and/or Application:**
  - i We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Application and/or any Dash Services and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the Application and/or any part of the Dash Services.

5. **Intellectual property**

- a. **Ownership:** The background and foreground intellectual property in and to the Dash Service and/or Application are owned, licensed to or controlled by us, our licensors or our service providers. We reserve the right to enforce its intellectual property to the fullest extent of the law.
- b. **Restricted use:** No part or parts of the Dash Services and/or Application may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcast, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers,

system or equipment without our prior written permission or that of the relevant copyright owners.

- c. Trademarks: The Trademarks are registered and unregistered trademarks of us or third parties. Nothing in these Terms of Use shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use the trademarks displayed on the Dash Services and/or Application without our written permission or any other applicable trademark owner.
- d. Licence to Use: You grant us a non-exclusive licence to use any information that you submit to the Application or via the Dash Services and/or provide to us.

#### 6. **Personal Data Protection**

- a. By accessing and using the Dash Services and/or Application, you consent to our collection, holding, storage, use, processing, transfer, disclosure and/or reporting (whether directly or indirectly) to any third parties, of your personal data and/or information provided to us, for purposes in relation to the use of the Dash Services and/or Application as mandated by the relevant laws and regulations; and you further consent and acknowledge that your personal data and/or information (i) will also be processed in line with our privacy statement available at <https://dash.com.sg/wp-content/uploads/2016/04/privacy-policy.pdf>; (ii) may be used in accordance with our policies, terms and conditions or notices made available by us from time to time.

#### 7. **Confidentiality**

- a. You agree that we shall not be under any obligation of confidentiality to you regarding any information or material provided by you accessing and using the Dash Service and/or Application, unless otherwise agreed upon in writing between you and us.

#### 8. **Technical Issues**

- a. If you have any questions or technical issues regarding the Application, (i) you may contact Fave directly via the Application; or (ii) contact Fave using the “Contact Us” page on the Application, as applicable.
- b. In the event that you are unable to resolve any dispute with Fave directly through amicable negotiations, Fave reserves the right to suggest and implement an appropriate resolution at its sole discretion.

#### 9. **Termination**

- a. We may terminate these Terms of Use at any time, for any reason without any notice whatsoever to you.
- b. In addition, we may also terminate this Agreement without any notice to you if: (i) you have become bankrupt, or unable to pay any fees or charges

#### 10. **Indemnification Obligations**

- a. You agree to indemnify, hold us harmless, at your expenses from any and all claims, actions, proceedings, and suits brought against us, or any of our officers, directors, employees, agents or affiliates, ad all related liabilities, damages, settlements, penalties, fines, costs or expenses (including third parties claims) incurred by us arising out of or relating to:
  - i Your breach of any terms in these Terms of Use;
  - ii Your use of the Dash Services and/or Application in violation of the applicable laws, rules or regulations;
  - iii Your infringement of any intellectual property rights belonging to us in the Dash Services and/or Application, as well as any third party’s intellectual property rights;

- iv Breach of confidentiality and/or privacy obligations;
- v Any personal injury, death or property damage caused by you as a result of your use of the Dash Services and/or Application;
- vi Any transaction or activity carried through your Dash Balance or pursuant to any Dash Service being inaccurate, inadequate, incomplete, or inconsistent in any way for any reason whatsoever;
- vii Any unauthorized, mistaken, unlawful or wrongful payments made through your Dash Balance or pursuant to any Dash Service for any reason whatsoever;
- viii Any error, omission, inadequacy, incompleteness, 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.

**11. Limitation of Liability And Disclaimer of Warranties**

- a. We shall not be liable for any indirect, special, punitive, consequential or incidental damages, or for any lost profits or loss of revenue, whether based on a claim or action of contract, warranty, negligence, strict liability, or other tort, breach of any statutory duty, indemnity, or contribute or otherwise even if we have been advised of the possibility of such damages.
- b. In any event, our total cumulative liability to you or any other party for any loss or damages resulting from any claims, demands or actions arising out of, or relating to these Terms of Use shall not exceed five percent (5%) the total transaction value made by you for the Dash Service and/or Application in the twelve (12) months preceding the claim, in the aggregate.
- c. Except as expressly provided in these Terms of Use, the Dash Services and Applications are provided "AS IS" and there are no warranties, claims or representations made by us, either express, implied, or statutory including warranties of quality, performance, non-infringement, merchantability or fitness for a particular purpose, nor are there any warranties created by course of dealing, course of performance or trade usage. In addition, we do not warrant that the Dash Services and/or Application will meet your needs or free from errors, or that the operation of the Dash Services and/or Application will be uninterrupted. The foregoing exclusions and disclaimers are an essential part of these Terms of Use and formed the basis for determining the price charged for the Dash Services and/or Application.
- d. Your access to and use of the Dash Service and Dash Application shall be solely at your own risk.
- e. We shall not be liable for non-performance, error, interruption or delay in the performance of its obligations under these Terms of Use (or any part thereof) or for any inaccuracy, unreliability or unsuitability of the Application and/or Dash Services' contents if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond our reasonable control.
- f. We shall not in any event be liable in any way to you or any person for and you shall hold us harmless against any loss, liability, damages or expense whatsoever, howsoever arising, in connection with any Dash Services and Application.

**12. Notices**

- a. Notices from us
  - i All notices or other communications given to you if: (a) communicated through any print or electronic media as we may select will be deemed to be notified to you on the date of publication or broadcast; or (b) sent by post or left at your last known address will be deemed to be received by you on the day following such posting.

**13. General**

- a. We reserves the right to terminate the Dash Services and/or Application in its entirety and/or to vary, amend, delete or supplement any of these Terms of Use, at any time, in its sole absolute discretion and without prior notice to You.

- b. Unless otherwise provided under these Terms of Use, the provisions of these Terms of Use and our rights and remedies under these Terms of Use are cumulative and are without prejudice and in addition to any rights or remedies we may have in law or in equity, and no exercise by us of any one right or remedy under these Terms of Use, or at law or in equity, shall operate so as to hinder or prevent our exercise of any other such right or remedy as at law or in equity.
- c. Our failure to enforce these Terms of Use shall not constitute a waiver of these terms, and such failure shall not affect the right later to enforce these Terms of Use. We would still be entitled to use our rights and remedies in any other situation where you breach these Terms of Use.
- d. If at any time any provision of these Terms of Use shall be or shall become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby, and shall continue in force as if such illegal, invalid or unenforceable provision was severed from these Terms of Use.
- e. Notwithstanding any other provision of these Terms of Use, we have the sole and absolute discretion to determine the eligibility of the customer to use any Dash Services and/or Application.
- f. Our decisions on all matters relating to or in connection with Dash Services and/or Application and these Terms of Use shall be final. No correspondence or claims will be entertained.
- g. Our failure to enforce these Terms of Use shall not constitute a waiver of these terms, and such failure shall not affect the right later to enforce these Terms of Use. We would still be entitled to use our rights and remedies in any other situation where you breach these Terms of Use.
- h. A person or entity who is not a party to these Terms of Use shall have no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore or any similar legislation in any jurisdiction to enforce any term of these Terms of Use, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this Clause shall affect the rights of any permitted assignee or transferee of these Terms of Use.
- i. You may not assign your rights under these Terms of use without our written consent. We may assign our rights under these Terms of Use to any third party.
- j. We reserve the rights to delegate or sub-contract the performance of any of our functions in connection with the Dash Services and/or Application and we reserve the rights to use any service providers, subcontractors and/or agents on such terms as we deem appropriate.
- k. We make no warranty or representation as to the quality, value, merchantability or fitness for purpose of the goods and/or services supplied by any merchant through the Dash Services and/or Application and assumes no liability or responsibility for the acts or omissions of such Merchants. Any dispute about the value, condition or performance of any of such goods and/or services is to be resolved directly with the respective Merchants.
- l. This Terms of Use are to be read in conjunction with other applicable terms and conditions (which can be accessed at <http://www.dash.com.sg/terms>). If there is any inconsistency

between these Terms of Use and such other applicable terms and conditions, these Terms of Use shall prevail to the extent of such inconsistency.

- m. In addition, you agree to comply with Fave's terms and conditions as well as any applicable Merchants' terms and conditions when using the Dash Application and/or Services.
- n. These Terms of Use 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.
- o. A person who is not a party to these Terms of Use has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or enjoy the benefit of any provision of these Terms of Use.