

Diners SG Pay

The use of Diners SG Pay is subjected to the following terms & conditions:

1. Definitions

“Card” means any Diners Club cards issued to you by Diners Club (Singapore) Pte. Ltd. and subject to the relevant Diners Club Card Terms and Conditions.

“Card Account” means the Diners Club Card Account maintained by us in accordance with the relevant Diners Club Card Terms and Conditions when a Card is issued to you.

“Cardholder” is the person in whose name a Card has been issued to by Diners Club (Singapore) Pte. Ltd.

“Diners SG Pay” is a mobile service offered by Diners Club (Singapore) Pte. Ltd. that comprises a facility that may be used by a Cardholder as a mobile wallet on their mobile device.

“Diners SG Pay Application” means an application for mobile devices that can be downloaded by any Cardholder who has a valid Card, from the Apple App Store and Google Play store.

“Establishment” means a person, company, firm, partnership, business or organisation which accepts the Card in payment for goods or services.

“Registration” means uploading of one or more Card onto the Diners SG Pay Application to make transactions.

“Third Party Sites” means sites on the Internet which are owned and operated by third parties.

“Transaction” means a transaction and/or transactions initiated using the Diners SG Pay Application enabled in your mobile device.

“Transaction History” means Transaction incurred using the Diners SG Pay Application and stored in the Diners SG Pay Application enabled in your mobile device.

“You” and “your” means a Diners Club Cardholder who uses the Diners SG Pay Application

“We”, “our” and “us” means Diners Club (Singapore) Pte. Ltd.

“Website” means www.dinersclub.com.sg

Headings are for convenience only and do not affect the interpretation of these terms and conditions. Unless the context otherwise requires, references to the singular includes the plural and vice versa and references to natural persons includes bodies corporate. Discretion means our sole and absolute discretion.

2. Your Eligibility and Agreement

- 2.1 You acknowledge and agree that as a condition for you to access and use the Diners SG Pay Application, you are required to satisfy all these Terms including any amendments to these Terms that we may in its discretion from time to time make.

- 2.2 You acknowledge, agree and warrant that you are, and will at all times be, in compliance with the following:
- (a) you have a Card issued under your name, which is valid and activated for use;
 - (b) you have a valid Singapore mobile number; and
 - (c) you have a valid e-mail address.
- 2.3 You acknowledge and agree that you are governed by the Diners Club Card Terms and Conditions when using that Card to make Transaction using the Diners SG Pay Application.
- 2.4 Where you access our Website via the Diners SG Pay Application, you agree to the privacy policy, legal notice, security notice and other terms regulating use of and access to our Website.

3. Your Liability

- 3.1 You acknowledge and agree that:
- (a) you will be responsible for obtaining and using the necessary software and/or device, hardware and/or equipment necessary to obtain access to the Diners SG Pay Application at your own risk and expense. You acknowledge that the availability of the Diners SG Pay Application may be dependent on the third-party platforms from which you download the application. Each of these platforms may have its own terms and conditions for the downloading, installation and use of the Diners SG Pay Application, and you agree that it is your responsibility to ensure compliance with such terms and conditions;
 - (b) you will be responsible to your mobile service provider for all data charges relating to:
 - i) the download of the Diners SG Pay Application;
 - ii) any upgrades you request in relation to the Diners SG Pay Application; and
 - iii) your ongoing access to and use of the Diners SG Pay Application;
 - (c) you will not use the Diners SG Pay Application to
 - i) conduct electronic spamming;
 - ii) perform unlawful or immoral activities or for any fraudulent, unlawful, illegal or immoral purpose;
 - iii) do anything which may violate any applicable law or regulations;
 - iv) upload content that is distasteful, offensive, indecent or technically harmful or which has viruses, malicious codes, immoral or illegal content; or
 - v) engage in any other activities deemed inappropriate by us;
 - (d) the access to and use of the Diners SG Pay Application is offered to you on an “as available, where available” basis without any warranties whether express or implied;

- (e) the mobile number provided by you during the Registration must be the same as that registered at your Diners Club Card Account, and you shall ensure that your mobile number is valid and accurate;
- (f) you will not commit any act that would or does, impose an unreasonable or disproportionately large load on the Diners SG Pay Application or any of our infrastructure or systems;
- (g) you are solely responsible and liable for any access to and use of the Diners SG Pay Application effected through the use of your Password or Touch ID, notwithstanding that your Password or Touch ID may have been used by any other person without your knowledge, authority or consent;
- (h) you must examine all entries at the point of Transaction and raise any dispute with the Establishment immediately. If you do not do so, the Transaction will be deemed correct and you will be liable for the Transaction when billed to your Card Account;
- (i) we are entitled to send you pre-programmed notifications, “push notifications” and SMS notifications and location alerts relating to your access to and use of the Diners SG Pay Application and any updates on related services, as well as such relating to marketing materials and promotions. In the event you opt-out from receiving notifications and alerts on marketing materials and promotions, you may still receive service-related messages;
- (j) we are deemed to have sent the SMS notifications to you, even if you are unable to or do not receive such SMS notifications for whatever reason;
- (k) Diners SG Pay Application may include links to Third Party Sites, and if you choose to access these Third Party Sites, you agree to review and accept the terms of use. We have no control over and exclude all liability for and do not assume any responsibility for material created or published by such Third Party Sites. Without any limitation to the foregoing, where any third party payment gateway or platform is linked through the Diners SG Pay Application, you agree to abide by such terms and conditions imposed by such third party payment gateways and platforms and that we are not liable for any loss or damage incurred by you for your usage of the same. You further agree not to infringe, or cause us to infringe, any third party’s intellectual property rights, and shall keep us indemnified against all actual and consequential losses, damages, expenses, costs and fees suffered or incurred by us, with respect to such infringement;
- (l) we reserve the right to investigate complaints regarding the use of the Diners SG Pay Application or reported violations of these Terms and to take any action we deem appropriate, including reporting any suspected unlawful activity to law enforcement officials, appropriate authorities or regulators and disclosing any necessary information to such officials, authorities or regulators;
- (m) we may change, add or remove any feature or functionality of the Diners SG Pay Application without prior notice. You are deemed to accept such change if you continue to use the Diners SG Pay Application;
- (n) we may impose or vary the fees payable for your access to and use of the Diners SG Pay Application. Such charges shall be deemed effective upon us posting these charges on our Website. You are deemed to accept such charges if you continue to use the Diners SG Pay Application;
- (o) you are required to comply with all applicable laws, regulations and directives relating to the access and use of the Diners SG Pay Application, and all directives we issue from time to time.

4. Our Exclusion

- 4.1 You understand that you use the Diners SG Pay Application at your sole risk and we are not liable for any actual or consequential loss suffered by you or any third party arising from and in connection with your Registration of, access to and use of the Diners SG Pay Application. In addition, we will not be liable for any inconvenience, actual or consequential loss, cost, damage or injury suffered by you or any third party arising from or caused by:
- (a) our compliance with any instruction given or purported to be given by you relating to a Transaction, notwithstanding that the integrity of the information comprised in such instruction may have been compromised or impaired, provided that such compromise or impairment would not have been apparent to a reasonable person receiving such instruction;
 - (b) use of your Diners SG Pay Application by third parties, whether authorised or unauthorised by you;
 - (c) your downloading of the Diners SG Pay Application from third party application distributors;
 - (d) theft or loss of your device, hardware and/or equipment on which the Diners SG Pay Application is installed;
 - (e) your inability to effect or complete any Transaction due to system maintenance or enhancement or breakdown/non-availability/interruption of the Diners SG Pay Application, our network, hardware or software;
 - (f) you being deprived of the use of the Diners SG Pay Application as a consequence of any action by us;
 - (g) any failure by us to perform any obligation or observe any of these Terms if such failure arises from a failure of, or any unauthorised and/or unlawful access to, any machine, data processing system or transmission link or any act or event in the nature of a *force majeure* such as acts of God, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lock-outs, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors, or any event outside our control;
 - (h) any equipment or software providers, any service providers, any network providers (including but not limited to telecommunications providers, internet browser providers and internet access providers), or any agent or subcontractor of any of the foregoing; or
 - (i) any act or omission by us in compliance with any applicable laws and/or regulations, including laws governing personal data protection, and any instructions and/or directions given by any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and/or its officials.
- 4.2 Any downloading of data from the Website is done solely at your risk, and we will not be liable for the integrity or use of any data downloaded in any way.
- 4.3 You acknowledge that all electronic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers pursuant to the Diners SG Pay Application App will not be monitored or read by others.
- 4.4 We shall not be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from your entering into any Transaction, using the Diners SG Pay Application.

5. Indemnity

You agree that you will indemnify and keep us indemnified at all times against all losses, damages, costs, charges and expenses (including legal costs) which we may sustain or suffer in connection with:

- (a) any attempts to circumvent our security or network including to access data not intended for you, log into a server or account you are not expressly authorised to access, or probe the security of other networks;
- (b) you doing or permitting anything to be done which results in impairment of accessibility, operation and/or proper functioning of the Diners SG Pay Application;
- (c) you undertaking any fraudulent interactions or transactions;
- (d) a breach of any of these Terms; and
- (e) any enforcement or attempted enforcement by us of our rights or remedies against you.

6. Intellectual Property

- 6.1 You acknowledge that the intellectual property rights in or to the Diners SG Pay Application are owned by us.
- 6.2 No part or parts of the Diners SG Pay Application may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works or otherwise commercially exploited in any manner or by any means or stored in an information retrieval system without our prior written permission.
- 6.3 Diners Club International (DCI) is the sole and exclusive owner of the Trademarks and the goodwill associated therewith and all rights in and to all uses of any of them. The Trademarks have acquired valuable goodwill and secondary meaning, and neither we, as the Franchisee nor you shall challenge or adversely affect DCI's ownership rights therein.
- 6.4 Belong, Club Cash, Global Vision, DINERS, DINERS CLUB, DINERS CLUB INTERNATIONAL with Split Circle Logo and Split Circle Logo are trademarks and/or service marks of Diners Club and are used registered throughout the world.
- 6.5 You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, frame, create derivative works from, transfer or otherwise use in any way for commercial or public purposes in whole or in part of any information, software, products or services obtained from any of our collaterals, the Diners SG Pay Application, Website, or online platform.

7. Termination

- 7.1 We may suspend or terminate your use of the Diners SG Pay Application at any time by giving you notice by such notification method as we may choose. Such termination shall be effective on the date specified in the notice.
- 7.2 Should any of your Card loaded for use in the Diners SG Pay be suspended or terminated; either by you or us, this Card will not be valid for Transaction using the Diners SG Pay.

- 7.3 Should you decide to terminate your use of the Diners SG Pay Application:
- (a) you are to delete the Card(s) loaded in the Diners SG Pay Application,
 - (b) you are to delete the Diners SG Pay Application from your device, hardware and/or equipment on which the Diners SG Pay Application has been installed.
- 7.4 You shall not be entitled to any payment, compensation or damages from us in relation to the termination of your access to and use of the Diners SG Pay Application.

8. Miscellaneous

- 8.1 We will be entitled without prior notice to vary, alter and amend these Terms and conditions at our discretion. The revised document will be available on the Website. The change will be effective on the date we specify on the Website.
- 8.2 If any provision of these terms and conditions or any part thereof is illegal, invalid or unenforceable under the law of any country, it will not affect the legality, validity or enforceability of the remainder of these terms and conditions in that country or the legality, validity or enforceability of these terms and conditions in any other country.
- 8.3 These terms and conditions are governed by Singapore law and you submit to the non-exclusive jurisdiction of the courts of Singapore.
- 8.4 We may serve a writ of summons, statement of claim, statutory demand, bankruptcy application or any legal, enforcement or originating process in respect of any claim, action or proceeding under these Terms on you by leaving it at, or sending it by ordinary or registered post to, your last known address (whether within or outside Singapore and whether such address is a post office box or is a place of residence or business) as may be provided to us or to our lawyers, or by way of electronic mail sent to such electronic mail address last known to us or provided by you. Such legal process or document is deemed to have been duly and personally served on you on the date of delivery if it is delivered by hand, or on the date immediately after the date of posting if it is sent by post (notwithstanding that it may be returned to us undelivered), or at the time of sending (if by electronic mail). Nothing in this clause shall affect our right to serve legal process by any other manner permitted by law.
- 8.5 When Transaction is incurred with the Diners SG Pay, the relevant Diners Club Card Terms and Conditions and these terms and conditions both apply, unless there is an inconsistency, in which these terms and conditions will prevail.

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