

Corporate API Service Terms of Use

The API Store (defined below) and the APIs (defined below), owned and operated by Oversea-Chinese Banking Corporation Limited (“OCBC”), are provided to you (the “Entity”) under the following terms and conditions of use (“Terms of Use”).

By accessing and using the API Store and/or the APIs, the Entity is agreeing to these Terms of Use. Please read them carefully.

Part 1 – Definitions and Interpretation

1. DEFINITIONS

- 1.1 In these Terms of Use, unless the context otherwise requires, the following expressions shall have the following meanings:
- 1.1.1 “Additional Terms” is defined in Clause 11.1;
 - 1.1.2 “APIs” means the application program interfaces made available on the API Store or such other means by OCBC from time to time, which the Entity has subscribed to, including any services, functions and features made available through such application program interfaces by or on behalf of OCBC;
 - 1.1.3 “API Store” means the online platform owned and operated by OCBC to make available application program interfaces developed by OCBC and which is accessible at such location as may be prescribed by OCBC from time to time, and includes any of the features, services and functions made available through such online platform;
 - 1.1.4 “Corporate API Pricing Guidelines” means any pricing guidelines which set out any fees or charges for the access or use of the APIs, the API Store and/or the OCBC Corporate API Service;
 - 1.1.5 “Corporate API User Requirements” means any relevant notices, instructions, guidelines and operating rules and policies which OCBC issues from time to time, or any relevant specifications which OCBC prescribes from time to time, which may be notified to the Entity via the API Store or otherwise;
 - 1.1.6 “Derivative Works” is defined in Clause 16;
 - 1.1.7 “End Users” means end users of the Entity Application who are customers of OCBC;
 - 1.1.8 “End-User Electronic Instructions” is defined in Clause 3;
 - 1.1.9 “Entity Application” means the software application, platform, website or other applications of the Entity which involves the use of the APIs;
 - 1.1.10 “Entity Communications” means any instructions, communications, data, or information of the Entity, including any unique identification code which identifies the relevant Entity Transaction such as the “Bank Reference Number” and/or the “Transaction Reference Number”;
 - 1.1.11 “Entity Transaction” means any transaction or instruction effected or issued, or purported to be effected or issued, through the APIs;
 - 1.1.12 “New Services” is defined in Clause 11.2;
 - 1.1.13 “OCBC Corporate API Service” refers to any services, products, features and/or functionalities offered by OCBC to enable the End Users to effect the Entity Transaction, including the transmission of the Entity Communications to OCBC, funds transfer and/or bill payment;
 - 1.1.14 “OCBC Data” means information and/or any other material (including databases, text, graphics, photographs, animations, audio, music, video, links or other content) provided or made available by OCBC through the APIs, as the case may be;
 - 1.1.15 “OCBC Group” is defined in Clause 13.1;
 - 1.1.16 “OCBC Representatives” is defined in Clause 13.1;
 - 1.1.17 “Password” refers to the valid password that the Entity uses in conjunction with the Username to access the APIs and/or the password-protected and/or secure areas of the API Store;
 - 1.1.18 “Personal Data” refers to any data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which OCBC has or is likely to have access, including data in OCBC’s records as may be updated from time to time. Examples of such Personal Data include the individual’s name, address, national registration identity card (“NRIC”) number or e-mail address;
 - 1.1.19 “Trademarks” is defined in Clause 16; and
 - 1.1.20 “Username” refers to the unique login identification name or code which identifies the Entity.

1.2 INTERPRETATION

In these Terms of Use: (i) whenever the words "include", "includes" or "including" are used in these Terms of Use, they will be deemed to be followed by the words "without limitation"; (ii) words importing the singular only shall also include the plural and vice versa where the context requires; (iii) references to a statute or statutory provision in these Terms of Use are to Singapore statutes or statutory provision unless otherwise stated, and shall include that statute or provision as from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to the subject matter of or the transactions entered into in accordance with these Terms of Use; and (iv) clause headings are inserted for convenience only and shall not affect the interpretation of these Terms of Use.

Part 2 - Terms governing the Entity's access and use of the API Store

2. CONDITIONS FOR THE USE OF THE API STORE AND THE APIS

- 2.1 The Entity must comply with all Corporate API User Requirements pertaining to the use of the APIs and/or the API Store which OCBC issues from time to time.
- 2.2 The Entity must also (i) abide by all applicable laws and regulations in the Entity's use of the API Store; (ii) not impersonate any person or entity or to falsely state or otherwise misrepresent the Entity's affiliation with any person or entity; (iii) not send, distribute or upload, in any way, data or materials that contain viruses, malicious code or harmful components that may impair or damage the operation of another's computer or equipment; and (iv) not post, promote or transmit through the API Store any unlawful, harassing, libellous, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature.
- 2.3 The Entity may access and/or use the API Store and/or the APIs or make available to the End Users access to and use of the OCBC Corporate API Service, strictly in connection with the Entity's business, services or products in the manner required by OCBC from time to time, including promptly following up on responses from OCBC that have been transmitted through the APIs.
- 2.4 The Entity acknowledges that End Users may subscribe to OCBC's services, products, features and/or functionalities through the APIs.

3. END-USER ELECTRONIC INSTRUCTIONS AND END USER QUERIES

- 3.1 End-User Electronic Instructions: The Entity warrants and represents that any Entity Communications transmitted or issued through APIs for or on behalf of the End Users, including in connection with the OCBC Corporate API Service and/or the Entity Transaction and received by OCBC (such Entity Communications referred to as "End-User Electronic Instructions") are authorised by the relevant End Users and that such End-User Electronic Instructions are accurate and complete.
- 3.2 Entity's responsibility for the End-User Electronic Instructions: The Entity is solely responsible for verifying the authenticity, the authority or the identity of any persons effecting the End-User Electronic Instructions or the authenticity, accuracy and completeness of any End-User Electronic Instructions, including putting in place appropriate authentication measures, and the Entity acknowledges and agrees that any End-User Electronic Instructions are irrevocable.
- 3.3 No obligation to investigate or verify the End-User Electronic Instructions: OCBC shall not be obliged to investigate or verify the authenticity, the authority or the identity of any persons effecting the End-User Electronic Instructions or the authenticity, accuracy and completeness of any End-User Electronic Instructions. Notwithstanding this, OCBC shall be entitled, at its own discretion, to decline to act or refrain from acting promptly upon any End-User Electronic Instructions and to investigate or verify the authenticity, the authority or the identity of such persons effecting the End-User Electronic Instructions or the authenticity, accuracy and completeness of such End-User Electronic Instructions.
- 3.4 Ambiguous or conflicting the Entity Communications/End-User Electronic Instructions: OCBC may in its discretion, refuse to comply with any of the Entity Communications and/or the End-User Electronic Instructions if such Entity Communications and/or the End-User Electronic Instructions are ambiguous or conflicting, unless the ambiguity has been resolved to OCBC's satisfaction.
- 3.5 End Users' queries: Where OCBC receives any queries from End Users in connection with the Entity Transaction, the Entity Application, the End-User Electronic Instructions and/or the OCBC Corporate API Service for the Entity Transaction, OCBC may direct such queries to the Entity, and the Entity shall use its best efforts to address such queries.

4. THE ENTITY TRANSACTION AND THE ENTITY APPLICATION

- 4.1 OCBC neither endorses nor assumes any responsibility for the Entity Transaction and/or the Entity Application.
- 4.2 The Entity is solely responsible for: (i) the Entity Transaction and/or any services or products for or in connection with the Entity Transaction, including delivery, support, refunds, returns and any other ancillary services or products; and (ii) its use, control, ownership and/or operation of the Entity Applications.

5. NO LINKING

The Entity may not, without OCBC's prior written permission, insert a hyperlink to, or establish frames of, the API Store (or any part thereof, including any webpages, images, video, audio, graphics, text, code, program and/or any other material on the API Store) on any other website or webpage or "mirror" any material contained on the API Store on any other server.

Part 3 - Terms governing The Entity's access and use of the APIs

This Part applies when the Entity subscribes to an API(s).

6. LICENCE TO USE APIs

- 6.1 OCBC grants to the Entity a personal, limited, non-exclusive, non-transferable, non-sublicensable right to access and use the APIs in the manner permitted by and subject always to these Terms of Use.
- 6.2 OCBC reserves all rights not granted hereunder.
- 6.3 For the avoidance of doubt, OCBC shall not at any time be obliged to provide any modifications to the APIs, including any updates and/or upgrades to the APIs or any new versions and/or releases of the APIs which result in new features.
- 6.4 There may be charges for the access or use of the APIs, the API Store and/or the OCBC Corporate API Service under certain scenarios. The Entity shall pay the applicable charges in accordance with the Corporate API Pricing Guidelines made available on the API Store or such other means by OCBC. OCBC reserves the right to revise the Corporate API Pricing Guidelines at its sole discretion from time to time by notice to the Entity in accordance with Clause 19.

7. LICENCE REQUIREMENTS AND RESTRICTIONS

- 7.1 The Entity will:
 - 7.1.1 unless otherwise permitted by OCBC in writing, use the APIs strictly for non-commercial purposes;
 - 7.1.2 use the APIs strictly in accordance with any relevant Corporate API User Requirements and strictly for purposes that are permitted by any applicable laws or regulations;
 - 7.1.3 permit the display of, conspicuously display and/or not obscure the display of, as the context permits, any trade names, trademarks, logos, domain names and/or other attributions to OCBC's brand which are automatically generated via the use of the APIs. The Entity agrees that OCBC has the sole right and discretion to determine whether the Entity's adherence to the foregoing and/or such attributions are satisfactory;
 - 7.1.4 take all necessary steps and/or precautions to ensure that the Entity Applications (whether using the APIs or not) are not mistaken or misrepresented as being OCBC's products or services. The Entity agrees that the Entity Applications shall at all times be made available or provided as the Entity's applications or services;
 - 7.1.5 notify and obtain consent from End Users before their location data is collected, transmitted or otherwise used by any of the Entity Applications which offer location-based services or functionality;
 - 7.1.6 ensure that the Entity either owns all content used in the Entity Application, or has obtained consent from the relevant content owners to use their content in the Entity Application; and
 - 7.1.7 ensure that it has implemented reasonable security arrangements (including, where appropriate, physical, administrative, procedural and technology measures) to prevent any unauthorised, accidental or unlawful access to the Entity's software, systems, networks or servers.
- 7.2 The Entity will not, save as otherwise permitted by OCBC via the Corporate API User Requirements:
 - 7.2.1 sell, resell, assign, sublicense, distribute, transmit, publicly display, rent, lease, lend, export, offer on a "pay-per-use" basis or publish the APIs or any part thereof in any form by any means to any third party, for monetary benefit or any other consideration;
 - 7.2.2 interfere with or disrupt the APIs or the servers or networks providing the APIs or any part thereof;
 - 7.2.3 reverse engineer or extract, or attempt to reverse engineer or extract, the source code from any API;
 - 7.2.4 use the APIs, the OCBC Data and/or the Entity Applications in a manner which:
 - (i) contravenes any applicable laws and regulations; or
 - (ii) promotes or facilitates any form of material or activity which OCBC deems objectionable or would subject itself to reputational risk, including, without limitation, gambling, obscenity, pornography, prostitution, drugs, crime, cruelty, violence and any other materials or activities;
 - 7.2.5 pre-fetch, cache, index or store any OCBC Data, or carry out any data mining, data compilation or data extraction, for the purposes of statistical or trade analysis or otherwise, based on or in connection with any OCBC Data or in relation to the OCBC Corporate API Service, except that the Entity may store limited amounts of OCBC Data which is strictly necessary for the sole purpose of processing the Entity Transaction of improving the performance of the Entity Applications due to network latency (and not for the purpose of preventing OCBC from accurately tracking usage), and only if such storage is temporary, is secure, does not manipulate or aggregate any part of the OCBC Data or the APIs and does not modify attribution to OCBC in any way;
 - 7.2.6 data mine, compile or extract any security credentials, passwords, unique login identification names or codes which identifies the End-Users and which have been issued by OCBC or assigned by End-Users in connection with any services,

- products, features and/or functionalities offered by OCBC; and
- 7.2.7** delete or alter any trade names, trademarks, logos, domain names and/or other attribution to OCBC's brand, which are provided due to the use of the APIs.
- 7.3** Any breach of the aforesaid requirements or restrictions shall result in immediate and automatic termination of all rights and licence granted hereunder. The use restrictions set out herein shall survive the termination of these Terms of Use.
- 7.4** For more information on the licence requirements or restrictions, please refer to our Corporate API User Requirements.

Part 4 - General terms applicable to both the API Store and the APIs

8. USER ACCOUNT

- 8.1** Access to and use of the APIs and/or the password-protected or secure areas of the API Store are restricted to authorised users only. The Entity may not obtain or attempt to obtain unauthorised access to the APIs or such parts of the API Store, or to any other protected information, through any means not intentionally made available by OCBC for the Entity's specific use. A breach of this provision may be an offence under the Computer Misuse and Cyber Security Act, Chapter 50A of Singapore.
- 8.2** A Username and Password may either be: (i) determined and issued to the Entity by OCBC; or (ii) provided by the Entity and accepted by OCBC in OCBC's sole and absolute discretion in connection with the use and/or access of the APIs and/or the API Store. OCBC may at any time in its sole and absolute discretion forthwith invalidate, suspend or terminate the user account, Username and/or Password issued to the Entity without giving any reason or prior notice and shall not be liable or responsible for any loss or damage suffered by or caused by the Entity or arising out of or in connection with or by reason of such invalidation, suspension or termination. The Entity hereby agrees to change the Entity's Password from time to time and to keep the Username and Password confidential and shall be responsible for the security of the Entity's user account and liable for any disclosure or use (whether such use is authorised or not) of the Username and/or Password. The Entity is to notify OCBC immediately if the Entity has knowledge that or has reason for suspecting that the confidentiality of the Username and/or Password has been compromised or if there has been any unauthorised use of the Username and/or Password.
- 8.3** The Entity is solely responsible for the use of the user account, Username or Password issued to the Entity or any other form or means of identification specified by OCBC, for use with the APIs or API Store. Any:
- (i) use of or access to (whether actual or purported), the APIs, the API Store and/or any data for or on behalf of the End Users;
 - (ii) use of or access to (whether actual or purported), the APIs, the OCBC Data and/or the API Store;
 - (iii) End-User Electronic Instructions; or
 - (iv) Entity Communications,
- whether or not authorised by the Entity (or where applicable, the End Users), that is referable to the user account, Username or Password issued to the Entity or any other form or means of identification as may be specified by OCBC, shall, as the case may be, be deemed to be:
- (a) the use of or access to the APIs, the API Store and/or any data by the Entity for or on behalf of the End Users;
 - (b) the use of or access to the APIs, the OCBC Data and/or the API Store by the Entity;
 - (c) End-User Electronic Instructions transmitted and validly issued by the Entity for or on behalf of the End Users; or
 - (d) Entity Communications transmitted and validly issued by the Entity.
- The Entity shall be bound by such access, use, End-User Electronic Instructions and/or Entity Communications, and the Entity agrees that OCBC shall be entitled (but not obliged) to act upon, rely on and/or hold the Entity solely responsible and liable in respect thereof as if the same were carried out or transmitted by the Entity.

9. ADVERTISING

OCBC may attach banners, java applets and/or such other materials to the API Store, or include advertising in the OCBC Data provided or made available to the Entity through the APIs, for the purposes of advertising OCBC's or any third party's products and/or services. By using the APIs, the Entity agrees to display any such advertising provided or made available to the Entity through the APIs in the form provided to the Entity by OCBC.

10. RESERVATION OF RIGHT

- 10.1** OCBC may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the API Store, the APIs, the OCBC Corporate API Service and/or the OCBC Data and shall not be liable if any such upgrade, modification, suspension or alteration prevents the Entity from accessing the API Store, the OCBC Corporate API Service and/or the APIs or any part or feature thereof or for any loss or damage suffered thereby.
- 10.2** OCBC reserves the right, but shall not be obliged to: (i) monitor, screen or otherwise control any activity or services; (ii) investigate any violation of the terms and conditions contained herein and take any action it deems appropriate; (iii) prevent or restrict the Entity's access to the API Store, the OCBC Corporate API Service, the APIs and/or the OCBC Data; and/or (iv) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate

authorities and to co-operate with such authorities.

11. OTHER APPLICABLE TERMS/NEW SERVICES

- 11.1 In addition to these Terms of Use, the use of specific aspects of the APIs and/or the API Store and/or more comprehensive or updated versions of the APIs and/or the API Store may be subject to additional terms and conditions (“**Additional Terms**”), which will apply in full force and effect.
- 11.2 OCBC reserves the right (but shall not be obliged) to introduce new products, applications, programmes, services, functions and/or features (collectively “**New Services**”) to the API Store, the OCBC Corporate API Service or the APIs. The term “API Store” or “APIs” (as the case may be) shall include the New Services which are provided through the API Store or the APIs respectively at no charge or fee unless otherwise indicated.
- 11.3 All the New Services shall be governed by these Terms of Use and may be subject to the Additional Terms which the Entity shall be required to agree to before access to and use of such New Services are provided. In the event of any inconsistency between these Terms of Use and the Additional Terms, the Additional Terms shall prevail in so far as the inconsistency relates to the service, product and/or programme in question unless otherwise provided.

12. WARRANTIES AND DISCLAIMERS

- 12.1 The APIs, as provided to the Entity via the API Store, if properly and securely onboarded and implemented as prescribed by OCBC, will operate in conformance with the published specifications set forth in the Corporate API User Requirements. The foregoing shall not apply where: (i) the APIs are used on systems or processes or protocols that are not authorised or recommended in the Corporate API User Requirements; or (ii) the APIs have been altered, modified or adapted by the Entity without the prior written consent of OCBC.
- 12.2 OCBC is under no obligation to monitor or review discussions, messages, blogs, chats, postings, transmissions, bulletin boards, and the like on or accessible through the API Store, and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in any applications or content within such locations.
- 12.3 Any hyperlink to any other website or webpage is not an endorsement or verification of such website or webpage and should only be accessed at the Entity’s own risk.
- 12.4 OCBC does not and shall not be taken to endorse the Entity Application, and the Entity shall not do anything or permit anything to be done which implies or suggests that OCBC is in any way endorsing the use or commercialisation of the Entity Application.
- 12.5 Save as otherwise expressly provided elsewhere in these Terms of Use, the APIs, API Store, OCBC Corporate API Service and the OCBC Data are provided “as is” and “as available”. No warranty of any kind, implied, express or statutory, including any warranties of title, non-infringement of third party rights, merchantability, accuracy, timeliness, adequacy, completeness, satisfactory quality without any interruption, fitness for a particular purpose and freedom from errors, omissions, defect, computer virus or other malicious, destructive or corrupting code, agent, program or macros, is given in conjunction with the APIs, the OCBC Data, the API Store, the OCBC Corporate API Service, or any information and materials provided at the API Store or through the APIs.

13. DATA PRIVACY AND CONFIDENTIALITY

- 13.1 Where personal data relating to the Entity is or will be collected, used or disclosed by OCBC, its related corporations (collectively the “**OCBC Group**”) and/or their respective business partners and agent (collectively the “**OCBC Representatives**”), the Entity consents to the OCBC Group and the OCBC Representatives disclosing the Entity’s personal data for purposes reasonably required by the OCBC Group and the OCBC Representatives to enable them to provide the API Store, the OCBC Corporate API Service or the APIs to the Entity and for the purposes set out in a Data Protection Policy, which is accessible at www.ocbc.com/business-policies or available on request and which the Entity has read and understood.
- 13.2 Where personal data relating to any individuals (“**Individuals**”) is or will be collected, used or disclosed by the OCBC Group and/or the OCBC Representatives, the Entity hereby confirms and represents to the OCBC Group and the OCBC Representatives that with respect to any personal data of Individuals disclosed to the OCBC Group and/or the OCBC Representatives in connection with the provision of the API Store, the OCBC Corporate API Service or the APIs to the Entity or at the request of, or by or through the Entity from time to time, the Individuals to whom the personal data relates have, prior to such disclosure, agreed and consented to such disclosure, and the collection (including by way of recorded voice calls), use and disclosure of their personal data by the OCBC Group and the OCBC Representatives for purposes reasonably required by them to enable them to provide the API Store, the OCBC Corporate API Service or the APIs to the Entity and for the purposes are set out in a Data Protection Policy, which is accessible at www.ocbc.com/business-policies or available on request and which the Entity confirms that each of the Entity and the Individuals have or will have read and consented to.

14. LIMITATION OF LIABILITY

- 14.1 Exclusion of liability: Notwithstanding any other provision of these Terms of Use, and without prejudice to the generality of Clause 12.5 above, in no event shall OCBC be liable for: (i) any loss, damages or expense caused by or attributable in

whole or in part to the Entity's own act, omission, default or failure to perform its obligations hereunder; (ii) any indirect, incidental, consequential, special or exemplary costs, claims, expenses, loss or damages, even if informed of the possibility of such costs, claims, expenses, loss and damage; (iii) any loss of revenue or business opportunities, lost profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment; and (iv) any access and/or use of the APIs and/or the API Store by any third parties purporting to be the Entity or purporting to act under the Entity's authority.

14.2 Limitation of Liability: OCBC's maximum liability for all claims, suits, demands, actions or other legal proceedings under, arising out of or relating to these Terms of Use, the APIs or the OCBC Corporate API Service, whether based on an action or claim in contract, negligence, tort or otherwise, shall be the amount equivalent to the total sums received by OCBC from the Entity in the twelve months preceding the first event or occurrence giving rise to any damages or liability. Unpaid fees, claimed by OCBC and which are due under these Terms of Use, will not be considered damages subject to the foregoing liability cap and will not count against or reduce the amounts available under it.

14.3 The Entity agrees and acknowledges that it is the best judge of the value and importance of the data of the Entity ("Entity Data"), whether in physical form or stored in electronic medium, and the Entity shall be solely responsible for taking all necessary steps and precautions to ensure, and to maintain in the event of loss for any reason, the integrity and the security of the Entity Data.

15. INDEMNITIES

15.1 The Entity agrees to indemnify and hold harmless OCBC and its related corporations, and any of their officers, directors, agents, employees and licensors, from and against any and all demands, claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including legal fees) arising out of or relating to:

15.1.1 any Entity Communications including the End-User Electronic Instructions or the acting upon or carrying out of any such Entity Communications or the taking of steps in connection with or in reliance upon any such Entity Communications;

15.1.2 the Entity Transaction; or

15.1.3 the Entity Application.

15.2 The Entity will cooperate fully in the defence of any allegation or third-party legal proceeding. OCBC reserves the right to assume the exclusive control and defence of any indemnified matter under this Clause 15.

16. INTELLECTUAL PROPERTY

All copyright and other intellectual property and proprietary rights in the API Store, the APIs, OCBC Corporate API Service and the OCBC Data belong to OCBC or its licensors unless otherwise indicated. The Entity may access the API Store, the APIs and the OCBC Data provided that the Entity also retains all copyright and other proprietary notices contained therein. The Entity may not, however, copy, reproduce, distribute, modify, transmit, reuse, re-post, or use the OCBC Data without OCBC's prior written permission. The trademarks, logos, and service marks (collectively the "**Trademarks**") displayed on the API Store and/or through the APIs or the OCBC Corporate API Service are registered and unregistered the Trademarks of OCBC or where applicable, other third party proprietors. No right or licence is given to any party accessing the API Store, the OCBC Corporate API Service or the APIs to reproduce or use any such Trademarks. In the event that any enhancements, derivatives, changes, modifications, alterations or adaptations of or to the APIs or the OCBC Data in whatever form or medium (collectively "**Derivative Works**"), are made, created, developed, or acquired by the Entity (whether or not authorised under these Terms of Use or whether or not permitted by OCBC), all rights, title and interest (including intellectual property rights) in all countries of the world, whether vested, contingent or future, in and to such Derivative Works shall belong exclusively to OCBC. This clause shall survive the termination of these Terms of Use.

17. TRANSACTIONS WITH THIRD PARTIES

Under no circumstances shall it be construed that, in the case of the services, products or programmes of any third party, OCBC is a party to any transaction between the Entity and such third party or that OCBC endorses, sponsors, certifies, or is involved in the provision of such services, products, applications or programmes accessible at the API Store or through the APIs and OCBC shall not be liable in any way for any products obtained and/or purchased from or services rendered by any such third party which shall be the sole responsibility of the relevant third party.

18. TERMINATION

18.1 OCBC, in its sole discretion, may with immediate effect upon giving the Entity notice, terminate the access to and/or use of the APIs, the API Store and/or the OCBC Corporate API Service (or any part thereof) for any reason whatsoever, including a breach of any of the terms and conditions of these Terms of Use, without being responsible for any loss or damage suffered thereby.

18.2 The Entity may terminate these Terms of Use by giving thirty (30) days' notice in writing to OCBC. Upon termination of these Terms of Use for any reason whatsoever, all rights and/or licences granted to the Entity under these Terms of Use shall immediately cease and terminate.

19. AMENDMENTS TO TERMS OF USE

OCBC may impose such further terms and conditions and make such amendments to these Terms of Use, the Corporate API User Requirements and/or the Corporate API Pricing Guidelines as OCBC may in its discretion deem fit from time to time (including terms or amendments allowing OCBC to charge or revise fees for the use of the APIs and/or the OCBC Data). OCBC will notify the Entity of such amendments by: (i) publishing such amendments in the statements sent to the Entity; (ii) displaying such amendments at OCBC's branches or automated teller machines; (iii) posting the amendments on OCBC's website; (iv) electronic mail or letter; (v) publishing such amendments in any newspapers; or (vi) such other means of communication as OCBC may determine, which the Entity agrees shall be sufficient notice for the purpose of this clause.

20. NOTICES

Any notice or other communication in connection with these Terms of Use may be given by post to the address then most recently notified by the recipient to the sender.

21. FORCE MAJEURE

OCBC shall not be liable for any non-performance, error, interruption or delay in the performance of its obligations under these Terms of Use or in the API's, OCBC Corporate API Service's or the API Store's operation, or for any inaccuracy, unreliability or unsuitability of the APIs, the OCBC Corporate API Service or the API Store if due, in whole or in part, directly or indirectly to an event or failure which is beyond its reasonable control (including acts of God, natural disasters, epidemics, acts of war or terrorism, acts of any government or authority, power failures, acts or defaults of any telecommunications network operator or carriers and the acts of a party for whom OCBC is not responsible for).

22. GENERAL

22.1 The Entity may not assign the Entity's rights under these Terms of Use without OCBC's prior written consent. OCBC may assign our rights under these Terms of Use to any third party.

22.2 These Terms of Use will bind the Entity and OCBC and OCBC's respective successors in title and assigns. These Terms of Use will continue to bind the Entity notwithstanding any change in our name or constitution or our merger, consolidation or amalgamation with or into any other entity (in which case these Terms of Use will bind the Entity to our successor entity).

22.3 If any provision of these Terms of Use is held to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be struck and severed from these Terms of Use and the remaining provisions of these Terms of Use shall not be affected thereby.

22.4 No failure or delay to exercise our rights under these Terms of Use shall operate as a waiver thereof nor shall such failure or delay affect our right to enforce our rights under these Terms of Use.

22.5 If these Terms of Use is translated into a language other than English, the English text shall prevail. These Terms of Use and our relationship is governed by and construed in accordance with Singapore law. The Entity submits to the non-exclusive jurisdiction of the courts of Singapore.

22.6 The Entity acknowledges and agrees that OCBC's records and any records of the communications, transactions, instructions or operations made or performed, processed or effected through the APIs, the OCBC Corporate API Service and/or the API Store by the Entity or any person purporting to be the Entity, acting on the Entity's behalf or purportedly acting on the Entity's behalf, with or without the Entity's consent, or any record of communications, transactions, instructions or operations relating to the operation of the APIs, OCBC Corporate API Service or the API Store and any record of any communications, transactions, instructions or operations maintained by OCBC or by any relevant person authorised by OCBC relating to or connected with the APIs, OCBC Corporate API Service and/or the API Store shall be binding on the Entity for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations.

22.7 No person or entity who is not a party to these Terms of Use shall have any right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore or other similar laws 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, this shall not affect the rights of any permitted assignee or transferee of these Terms of Use.

22.8 Without prejudice to the generality of Clause 22.7 above, OCBC's right to vary, amend or rescind these Terms of Use in accordance with these Terms of Use may be exercised without the consent of any person or entity who is not a party to these Terms of Use.

22.9 The Entity agrees and acknowledges that these Terms of Use and the services provided or made available thereunder do not include the provision of Internet access or other telecommunication services by OCBC. Any Internet access or telecommunications services (such as mobile data connectivity) required by the Entity to access and use the API Store and/or APIs or to make available to the End Users access to and use of the OCBC Corporate API Service shall be the Entity's sole responsibility and shall be separately obtained by the Entity, at their own cost, from the appropriate telecommunications or internet access service provider.