OCBC Bank

Corporate API Service Terms of Use

The API Store (defined below) and the OCBC 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 agrees 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 "*API*" means any application programming interface, including any software code comprised therein and/or implementing the same;

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 OCBC Services;

1.1.5 "*Corporate API Documentation*" means any relevant documentation, notices, instructions, guidelines and operating rules and policies relating to any OCBC APIs 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;

1.1.8 "*End-User Electronic Instructions*" is defined in Clause 3;

1.1.9 "*Entity API*" means any API made available by or on behalf of the Entity to OCBC from time to time, including any services, functions and features made available through such API by or on behalf of the Entity;

1.1.10 "*Entity Application*" means the software application, platform, website or other applications of the Entity which involves the use of the OCBC APIs;

1.1.11 "*Entity Communications*" means any responses, notifications, instructions, communications, data, or information communicated by or on behalf of the Entity to OCBC, including End-User Electronic Instructions, and any unique identification code which identifies the relevant Entity Transaction (such as, without limitation, the "Bank Reference Number", the "Transaction Reference Number", the "Unique Transaction Reference", etc);

1.1.12 "*Entity Transaction*" means any transaction or instruction effected or issued, or purported to be effected or issued, through the OCBC APIs;

1.1.13   "*Indemnitees*" is defined in Clause 15.1;

1.1.14   "*Individuals*" is defined in Clause 13.2;

1.1.15   "*New Services*" is defined in Clause 11.2;

1.1.16   "*OCBC API*" means any API made available by or on behalf of OCBC to the Entity (whether via the API Store or otherwise) from time to time, including any services, functions and features made available through such API by or on behalf of OCBC and any modifications, reconfigurations, improvements and/or changes to any of the foregoing;

1.1.17   "*OCBC Communications*" means any responses, notifications, instructions, communications, data, information, statements, acknowledgments, status updates, transaction confirmations and/or any other material (including databases, text, graphics, photographs, animations, audio, music, video, links or other content) provided, made available or communicated by or on behalf of OCBC to the Entity,

1.1.18   "*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;

1.1.19   "*OCBC Group*" is defined in Clause 13.1;

1.1.20   "*OCBC Representatives*" is defined in Clause 13.1;

1.1.21   "*OCBC Services*" means any services which OCBC has agreed to provide or make available to the Entity including the API Store, the OCBC Corporate API Service, the OCBC Communications and the OCBC APIs (as the case may be), as well as any information and materials provided at the API Store or through the OCBC APIs;

1.1.22   "*Password*" refers to the valid password that the Entity uses in conjunction with the Username to access the OCBC APIs and/or the password-protected and/or secure areas of the API Store;

1.1.23   "*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;

1.1.24   "*Trademarks*" is defined in Clause 16; and

1.1.25   "*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 and the OCBC APIs

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

2.1 The Entity must comply with all Corporate API Documentation pertaining to the use of the OCBC 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 OCBC 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 OCBC APIs.

2.4 The Entity acknowledges that End Users may subscribe to OCBC's services, products, features and/or functionalities through the OCBC APIs.

3. END-USER ELECTRONIC INSTRUCTIONS AND END USER QUERIES

3.1 End-User Electronic Instructions: The Entity warrants and represents for the benefit of OCBC and undertakes to procure, that any Entity Communications transmitted or issued through OCBC 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 and mandated by the relevant End Users and that such End-User Electronic Instructions are accurate and complete.

3.2 Entity's responsibility for End-User Electronic Instructions: The Entity is solely responsible for ensuring and procuring that all End Users agree to the terms of these Terms of Use as a condition for the use of any OCBC APIs or functions enabled by such OCBC APIs, and that all necessary mandates, authorisations and instructions are duly obtained directly or indirectly for or on behalf of OCBC by the Entity before effecting the End-User Electronic Instructions. The Entity is also 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 (both on behalf of itself and its End Users) that any End-User Electronic Instructions are irrevocable and binding on each relevant End-User.

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 have the right, in its sole and absolute discretion, to decline to act or refrain from acting promptly upon any End-User Electronic Instructions and if OCBC so chooses, 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: Without prejudice to the generality of Clause 3.3, OCBC may in its sole and absolute 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, and the Entity undertakes to ensure that such ambiguity shall be resolved to OCBC's satisfaction.

3.5 End Users' queries: Where OCBC receives any queries from End Users in connection with any Entity Transaction, the Entity Application, the End-User Electronic Instructions and/or the OCBC Corporate API Service for the Entity Transaction:

    3.5.1 OCBC shall have no obligation to respond to and/or address any queries from End Users in connection with any Entity Transaction; and

    3.5.2 OCBC may, in its sole and absolute discretion, direct such queries to the Entity, and the Entity shall use its best endeavours to address such queries.

3.6 Where any OCBC API provides any functionality in respect of payments from the account(s) of any Entity ("Account"), the following shall apply in addition to the matters set forth above:

    3.6.1 upon the Bank receiving an End-User Electronic Instructions to effect any payments to any End-User, the Bank is authorized to debit the Account(s) for the amounts specified in each such instruction and effect payment to the payee. In effecting any such payment, the Bank shall not be obliged to identify the actual account number(s) of the payee, but may rely on such account proxy identifiers and proxy payment platforms as the Bank may see fit (including without limitation, such identifiers used in connection with the proxy payment service known as PayNow offered by participating banks of the Association of Banks in Singapore), and/or third party payment providers to effect such payments, and each End-User agrees to be bound by any terms and conditions (as well as any limitations or exclusions of liability) that may apply in relation to the use of such proxy identifiers, platforms and/or third party payment providers;

    3.6.2 the Bank shall have the right to (but is not bound to) to effect such debits from the Account(s) notwithstanding that to do so may result in any overdraft or an increase of any overdraft resulting therefrom;

    3.6.3 the Bank shall not be required to ascertain or verify any particulars or information contained in any End-User Electronic Instructions is accurate or correct, nor shall the Bank be required to compare or match the payment against any sum(s) previously paid by the payee to the Entity or End-User or the purposes of any payment. Without limiting the generality of the foregoing, in making any payment, the Bank shall have no obligation to ensure that:

        (i) the payee has any legal or other right to receive any payment authorised by the Entity or End-User under any End-User Electronic Instruction;

        (ii) the amounts paid by the Bank match any previous payments by the payee to the Entity or End-User or at all;

        (iii) the actual payee of funds paid pursuant to any End-User Electronic Instruction is indeed the person or party intended as the payee by the Entity or End-User, or that the account number or account proxy identifier is that of such intended payee;

        (iv) the account of the payee is active and in good standing; and/or

        (v) there have not been any changes to the holders of the account of the payee or any mandates relating thereto;

    3.6.4 the Entity and each End-User shall indemnify the Bank from or against all Losses which the Bank may incur or sustain from or by reason of accepting or acting on the any End-User Electronic Instruction or any inability to do so, regardless of the manner in which such Instructions are submitted or communicated to the Bank;

    3.6.5 unless otherwise expressly agreed between the Bank and the Entity and each End-User in writing, the Bank shall not be obliged to advise the Entity and each End-User of any debits and/or credits so effected in connection with any End-User Electronic Instruction;

    3.6.6 the Bank shall have no obligation to act on any recall, cancellation and/or amendment of any payment pursuant to any End-User Electronic Instruction, and even if the Bank is willing to

assist in doing so in its sole and absolute discretion, it shall only use its reasonable endeavours to provide such assistance in relation to such recall, cancellation and/or amendment and does not warrant or represent that any such recall, cancellation and/or amendment will be successful. The Bank shall not be liable for any Losses in connection therewith or otherwise suffered by the Entity and each End-User if the Bank does not or is unable to amend, cancel or recall any such End-User Electronic Instruction. The Entity and each End-User further agrees and undertakes to fully indemnify and hold harmless the Bank from and against any and all Losses which the Bank may incur or suffer by reason of or in connection with any recall, cancel or amendment of any End-User Electronic Instruction or any recovery of any payments;

3.6.7   the Bank shall have the right to deem any data submitted by the Entity and each End-User in connection with any End-User Electronic Instruction to be authorised for disclosure, complete, accurate, and reliable; and

3.6.8   to the maximum extent permitted under applicable laws:

(i)   the Bank hereby expressly disclaims all warranties, whether express, statutory or implied, including but not limited to the warranties of non-infringement of third party rights, title, satisfactory quality, accuracy, adequacy, completeness, timeliness, merchantability, currency, reliability, performance, security, fitness for a particular purpose, continued availability, or inter-operability with other systems or services, and no such warranty or representation is given in conjunction with any End-User Electronic Instruction; and

(ii)   in no event shall the Bank be liable to the Entity and each End-User for or in connection with any End-User Electronic Instruction (including but not limited to any erroneous transfer, and/or mismatch of any payee and/or payor).

3.7

4.   ENTITY TRANSACTIONS AND ENTITY APPLICATIONS

4.1   OCBC neither endorses nor assumes any responsibility for any Entity Transaction and/or any 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 access and use of the OCBC APIs and OCBC Communications

This Part applies when the Entity uses an OCBC 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 OCBC 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 OCBC APIs, including any updates and/or upgrades to the OCBC APIs or any new versions and/or releases of the OCBC APIs which result in new features.

6.4   OCBC shall have the right to impose charges for the access to or use of the OCBC APIs, the API Store and/or the OCBC Corporate API Service. 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. Without prejudice to the rights and remedies of OCBC as set forth in the Business Account Terms and Conditions (available at all OCBC Bank branches and at https://www.ocbc.com), any such sums shall be deemed to be a debt owing and due from the Entity. 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.

6.5   The Entity hereby grants to OCBC a fully paid-up, non-exclusive, transferable, sublicensable right to access and use the Entity APIs.

6.6   The Entity warrants and represents for the benefit of OCBC that:

6.6.1   it has the right and all necessary consents to enter into these Terms of Use and to grant to OCBC a licence or sub-licence to use the Entity APIs as contemplated by these Terms of Use;

6.6.2   the Entity APIs and any Entity Communications are free from viruses, malicious codes, or harmful components that may impair or damage the operation of another's computer or equipment; and

6.6.3   the Entity APIs do not use, contain, include or constitute any open-source software.

7.   LICENCE REQUIREMENTS AND RESTRICTIONS

7.1   The Entity both on behalf of itself and its End Users agrees and undertakes to abide by any licence requirements or restrictions referenced in the Corporate API Documentation.

7.2   The Entity shall, unless otherwise expressly agreed by OCBC in writing:

7.2.1   use the OCBC APIs strictly for non-commercial purposes;

7.2.2   use the OCBC APIs strictly in accordance with any relevant Corporate API Documentation and strictly for purposes that are permitted by any applicable laws or regulations;

7.2.3   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 OCBC 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;

7.2.4   take all necessary steps and/or precautions to ensure that the Entity Applications (whether using the OCBC 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;

7.2.5   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;

7.2.6   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

7.2.7   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.

7.3   The Entity shall also, unless otherwise expressly agreed by OCBC in writing:

7.3.1   only use OCBC Communications for its internal purposes or such other purposes permitted by OCBC in writing;

7.3.2   not disclose, sell or transfer any OCBC Communications without OCBC's prior written consent;

7.3.3   exercise reasonable safeguards to protect all OCBC Communications from unauthorized access or use; and

7.3.4   immediately delete any and all OCBC Communications on OCBC's request.

7.4   The Entity shall not, save as otherwise expressly agreed by OCBC in writing:

7.4.1   sell, resell, assign, sublicense, distribute, transmit, publicly display, rent, lease, lend, export, offer on a "pay-per-use" basis or publish the OCBC APIs or any part thereof in any form by any means to any third party, for monetary benefit or any other consideration;

7.4.2   interfere with or disrupt the OCBC APIs or the servers or networks providing the OCBC APIs or any part thereof;

7.4.3   reverse engineer or extract, or attempt to reverse engineer or extract, the source code from any OCBC APIs;

7.4.4   use the OCBC APIs, the OCBC Communications 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;

7.4.5   pre-fetch, cache, index or store any OCBC Communications, 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 Communications or in relation to the OCBC Corporate API Service, except that the Entity may store limited amounts of OCBC Communications 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 Communications or the OCBC APIs and does not modify attribution to OCBC in any way;

7.4.6   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/or

7.4.7   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 OCBC APIs.

7.5   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.

Part 4 - General terms

8.   USER ACCOUNT

8.1   Access to and use of 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 OCBC 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 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 OCBC 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 OCBC APIs or API Store. Any:

   (i)   use of or access to (whether actual or purported), the OCBC 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 OCBC APIs, the OCBC Communications 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 respectively deemed to be:

   (a)   use of or access to the OCBC APIs, the API Store and/or any data by the Entity for or on behalf of the End Users which meets the requirements of any mandates, authorisations and operating instructions for the time being in effect relating to the user account;

   (b)   use of or access to the OCBC APIs, the OCBC Communications 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 which meets the requirements of any mandates, authorisations and operating instructions for the time being in effect relating to the user account; 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 have the right (but not obliged) to act upon, rely on such access, use, End-User Electronic Instructions and/or Entity Communications.

The Entity shall be solely responsible and liable to OCBC in respect thereof as if such access, use, End-User Electronic Instructions and/or Entity Communications (as the case may be) 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 Communications provided or made available to the Entity, for the purposes of advertising OCBC's or any third party's products and/or services. By using the OCBC APIs, the Entity agrees to display any such advertising provided or made available to the Entity through the OCBC APIs in the form provided to the Entity by OCBC.

10. RESERVATION OF RIGHTS

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 OCBC Services and shall not be liable if any such upgrade, modification, suspension or alteration prevents the Entity from accessing the OCBC Services 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 OCBC Services; 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 OCBC APIs and/or the API Store and/or more comprehensive or updated versions of the OCBC 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 OCBC Services. The term "API Store" or "OCBC APIs" (as the case may be) shall include the New Services which are provided through the API Store or the OCBC 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 OCBC will use reasonable endeavours to ensure that the OCBC APIs and OCBC Communications will operate substantially in conformance with OCBC's published specifications set forth in the Corporate API Documentation and any specifications provided by OCBC to the Entity in writing. The foregoing shall not apply where: (i) the OCBC APIs or OCBC Communications are used on systems or processes or protocols that are not authorised or recommended by OCBC in such specifications; or (ii) the OCBC APIs or OCBC Communications have been altered, modified or adapted by the Entity without the prior written consent of OCBC. Notwithstanding the foregoing, the Entity acknowledges and agrees both on behalf of itself and its End Users that the use of any OCBC Communications or OCBC APIs is at its sole risk, and OCBC shall not be liable for any failure of any OCBC API or OCBC Communications to so operate, nor will it be in breach of these Terms of Use solely by reason of such failure.

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 OCBC Services are provided on an "as is", "as available", "as received" basis without warranty of any kind (whether statutory, implied or otherwise), all of which are expressly disclaimed.

12.6 Without prejudice to the generality of the foregoing, the Entity acknowledges and agrees both on behalf of itself and its End Users that OCBC provides no warranty of any kind, implied, express or statutory in conjunction with the OCBC Services, including any warranties of title, non-infringement of third party rights, merchantability, accuracy, timeliness, adequacy, completeness, satisfactory quality, non-interruption, fitness for a particular purpose and freedom from errors, omissions, defects, computer virus or other malicious, destructive or corrupting code, agent, program code or macros. OCBC does not warrant that (i) the use of any OCBC Services will operate in combination with any other hardware, software, system or data; (ii) the OCBC Services will meet any Entity's requirements or expectations; (iii) any OCBC Services will be accurate or reliable; (iv) the OCBC Services will be uninterrupted, error-free or virus-free, or that errors or defects therein will be corrected and (v) the OCBC Services will meet any service level requirements of the Entity. The OCBC Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. OCBC is not responsible for any delays, delivery failures, or other damages resulting from such problems.

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 OCBC Services 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 OCBC Services 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 OCBC Services 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:

14.1.1 any loss, damages or expense caused by or attributable in whole or in part to:

(i) the Entity's own act, omission, default or failure to perform its obligations hereunder;

(ii) any access and/or use of the OCBC Services (whether by the Entity or otherwise);

        (iii)   any inaccuracy, mistake, malfunction, error or delay in the OCBC Services;

        (iv)   any omission by OCBC to provide any OCBC Services; and/or

        (v)   any other matter relating to or in connection with the OCBC Services;

14.1.2   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; and

14.1.3   any special damage even if OCBC was aware of the circumstances in which such special damage could arise, loss of revenue or business opportunities, loss of profits, loss of agreements or contracts, loss of anticipated savings, loss of sales or business, loss of data, loss of or damage to goodwill loss of use or corruption of software, data or information or loss of value of any equipment.

14.2   **Limitation of Liability:** To the extent, not excluded or if any liability cannot be excluded under any applicable laws and regulations, OCBC's maximum aggregate liability for all claims, suits, demands, actions or other legal proceedings under, arising out of or relating to these Terms of Use or the OCBC Services, whether based on an action or claim in contract, negligence, tort or otherwise, shall not exceed 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. The aforesaid shall be the Entity's sole and exclusive remedy and OCBC's entire aggregate liability for any breach of any obligations of OCBC relating to these Terms of Use or the OCBC Services.

14.3   The Entity shall have a duty to use at least commercially reasonable efforts to mitigate any liability suffered by the OCBC in connection with these Terms of Use or the OCBC Services.

14.4   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.   INDEMNITY

15.1   Without prejudice to any other indemnities in these Terms of Use, the Entity hereby unconditionally and irrevocably undertakes to indemnify, defend and hold harmless OCBC, and its related corporations, and any of their officers, directors, agents, employees and licensors (collectively, the "**Indemnitees**"), from and against any and all demands, claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including legal fees) which any Indemnitee may suffer or suffers arising out of or relating to:

15.1.1   these Terms of Use;

15.1.2   the provision of OCBC Services;

15.1.3   any breach of the Entity's representations, warranties, undertakings or obligations under these Terms of Use;

15.1.4   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;

15.1.5   the Entity Transaction;

15.1.6   the Entity Application;

15.1.7   the use of the OCBC Services by the End Users or third parties;

15.1.8   any negligent act or omission or wilful default, misconduct or fraud of the Entity;

15.1.9   any contravention of any applicable laws, regulations or guidelines by the Entity, including any data protection, privacy or confidentiality laws in any relevant jurisdictions, whether arising on account of the actions of the Entity or otherwise howsoever; and/or

15.1.10   any claim by any third party against any Indemnitee arising from any circumstance specified above.

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 OCBC Services belong to OCBC or its licensors unless otherwise indicated. Subject to the terms of these Terms of Use, the Entity may access the OCBC Services 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 Services without OCBC's prior written permission. The trademarks, logos, and service marks (collectively the "**Trademarks**") displayed in connection with the OCBC Services 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 OCBC Services to reproduce or use any such Trademarks. In the event that any enhancements, derivatives, changes, modifications, alterations or adaptations of or to the OCBC Services 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 via the OCBC Services 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 OCBC Services (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 Documentation 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 OCBC Services). 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 OCBC Services' operation, or for any inaccuracy, unreliability or unsuitability of the OCBC Services 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 or 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 OCBC's 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 OCBC's name or constitution or OCBC's merger, consolidation or amalgamation with or into any other entity (in which case these Terms of Use will bind the Entity to OCBC's 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 OCBC's rights under these Terms of Use shall operate as a waiver thereof nor shall such failure or delay affect OCBC's right to enforce OCBC's 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 OCBC's relationship with the Entity hereunder 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   These Terms of Use are in addition to and shall be read in conjunction with the Business Account Terms and Conditions (available at all OCBC Bank branches and at https://www.ocbc.com). In the event of any conflict or inconsistency between the two, these Terms of Use shall prevail over the Business Account Terms and Conditions to the extent of such conflict or inconsistency.

22.7   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 OCBC Services 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 OCBC Services 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 OCBC Services shall be binding on the Entity for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations.

22.8   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.

22.9   Without prejudice to the generality of Clause 22.8 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.

22.10   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 OCBC Services 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.