

## Terms and Conditions for OCBC Pay Anyone™ Service for Payers

### A. Introduction

1. These terms and conditions ("Terms") apply to and regulate your use of Oversea-Chinese Banking Corporation Limited's (the "Bank's") OCBC Pay Anyone™ Service ("PAO Service"). The PAO Service allows you to request (via a "Transaction Request"), using the OCBC Pay Anyone™ Application ("Application"), that the Bank carry out a transaction ("PAO Transaction") to transfer an amount specified by you ("Transfer Amount") from your OCBC bank account to your designated recipient ("Recipient").
2. The PAO Service allows you to request for the following types of PAO Transactions to be carried out:
  - transactions where the Recipient receives payment by entering a passcode set by you ("Passcode Transactions")
  - transactions where the Recipient is identified through his or her registered proxy in the PayNow register ("PayNow Transactions"); and
  - transactions where the Recipient is identified through a unique two-dimensional barcode generated by the Bank ("QR Code") ("QR Transactions") or such other means as prescribed by the Bank.

The term "PAO Service" shall be deemed to include any notifications, communications or services referred to in these Terms and/or any services, functions and features made available through such part of the Electronic Banking Services as relates any PAO Transaction. For the avoidance of doubt, the "Electronic Banking Services" shall mean the OCBC Internet Banking Service, OCBC Mobile Banking Service, OCBC Phone Banking Service, OCBC ATM Service and/or any other services provided or made available under the OCBC Terms and Conditions governing Electronic Banking Services.

3. The PAO Service is provided as part of the Electronic Banking Services, and accordingly these Terms are in addition to and shall be read in conjunction with:
  - the OCBC Terms and Conditions governing Electronic Banking Services (and any reference to the relevant Electronic Banking Service in the OCBC Terms and Conditions governing Electronic Banking Services shall include a reference to the PAO Service) provided that in the event of any conflict or inconsistency, these Terms shall prevail over the OCBC Terms and Conditions governing Electronic Banking Services to the extent of such conflict or inconsistency;
  - (where applicable) the Terms and Conditions for Funds Transfers through the PayNow Service, provided that in the event of any conflict or inconsistency, the Terms and Conditions for Funds Transfers through the PayNow Service shall prevail over these Terms to the extent of such conflict or inconsistency.
4. You must accept and agree to these Terms, the OCBC Terms and Conditions governing Electronic Banking Services and (where applicable) the Terms and Conditions for Funds Transfers through the OCBC PayNow Service before you are able to use the PAO Service. By accepting and agreeing to these Terms, you acknowledge and agree that you have successfully opted-in for the PAO Service and will be able to perform ad-hoc transfers of funds without the need for transaction signing (to secure and authorise transactions) or to set up a pre-authorised account for such transfers. Upon successfully opting-in for the

PAO Service, you will be notified by SMS and email. To use the PAO Service, you will need to:

- be a customer of the Bank and be a valid user of the OCBC Internet Banking Service;
- have installed the OCBC Mobile Banking Application on your mobile phone;
- have a valid and active Singapore dollar current or savings account with the Bank ("Account"); and
- comply with these Terms.

#### B. Passcode Transactions

5. If you wish to carry out a Passcode Transaction, you must submit a Transaction Request to initiate such Passcode Transaction. When submitting a Transaction Request, you shall:
  - provide such information as may be requested by the Bank (including the Recipient's contact details); and
  - set a six-digit passcode which is to be used by the Recipient ("Passcode") to collect the Transfer Amount in relation to such Passcode Transaction.
6. Following the acceptance by the Bank of a Transaction Request for a Passcode Transaction, the Recipient will, depending on the contact details provided by you, be notified by email, through SMS, or through a private Facebook wall post via your Facebook account, that you wish to transfer funds to the Recipient, and the manner in which such funds may be collected ("Collection Method").
7. In relation to each Passcode Transaction:
  - The Passcode will remain valid for a period of 24 hours from the time the Transaction Request is accepted by the Bank ("Validity Period"). You acknowledge and agree that, during the Validity Period, any person in possession of the Passcode will be able to collect the Transfer Amount which is the subject of the Non- PayNow Transaction for which such Passcode is set.
  - You acknowledge and agree that you are responsible for providing the Passcode to the Recipient, and ensuring that the Recipient safe-keeps and maintains the confidentiality of the Passcode and the Collection Method.
  - The Recipient must provide the correct Passcode, must comply with such instructions as may be prescribed by the Bank and must designate a bank account with the Bank or a third party Fast and Secure Transfer ("FAST") participating bank in order for the Transfer Amount to be transferred and credited to the Recipient's designated bank account.
  - You acknowledge and agree that any person who provides the Passcode to the Bank shall be deemed to be the Recipient, the Bank shall have no duty to and shall not be required to take any steps to verify whether the person providing the Passcode is the intended Recipient, and the Bank shall not be liable for transferring the Transfer Amount to any person who provides the correct Passcode even if such person is not the intended Recipient.

#### C. PayNow Transactions

8. Where the relevant PAO Transaction is a PayNow Transaction, the Terms and Conditions for Funds Transfers through the PayNow Service will additionally apply.

#### D. QR Transactions

9. Where the relevant PAO Transaction is a QR Transaction, the Terms and Conditions for Registration for the OCBC Pay Anyone™ via QR Service will additionally apply.

#### E. Miscellaneous

10. You are responsible for ensuring, and you warrant, the truthfulness, accuracy and completeness of all information provided in respect of such Transaction Request, including but not limited to the Recipient's contact details.
11. Once a Transaction Request has been submitted, you will not be able to withdraw, cancel or make any changes to such Transaction Request.
12. The Bank shall be entitled, at its absolute discretion, to reject or refuse to accept or process or to cancel any Transaction Request or PAO Transaction and shall not be required to give any reason for the same.
13. The Transfer Amount that may be transferred by you (whether pursuant to a single or multiple Transaction Requests) is subject to an aggregate daily limit of S\$1000 (regardless of whether the Transaction Request(s) relate to Passcode Transaction(s), PayNow Transaction(s), QR Transaction(s) or any combination of the foregoing), which is a shared daily limit with the OCBC Pay Anyone™ via QR Service and OCBC PayNow Service. This limit is reset at midnight (Singapore time) daily. The Bank may, at its absolute discretion, alter any limit or impose additional limits on the Transfer Amount(s) that may be transferred by you, whether on a per transaction basis, per type of PAO Transaction basis, or an aggregated basis, without prior notice to you.
14. In relation to each PAO Transaction:
- You hereby instruct and authorise the Bank to debit your Account and transfer or procure the transfer of the Transfer Amount to the bank account:
  - designated by any person who provides the Passcode (in the case of a Passcode Transaction) ;
  - linked to the relevant registered proxy in PayNow (in the case of a PayNow Transaction), or
  - linked to the QR Code (in the case of a QR Transaction) or such other means prescribed by the Bank from time to time.
  - You acknowledge and agree that the Bank need not process the PAO Transaction or transfer the Transfer Amount if there are insufficient funds in your Account.
  - The Bank shall, based on the manner of notification selected by you pursuant to paragraph 15, notify you where:
  - the Transfer Amount has been successfully transferred to the bank account designated by the Recipient;
  - following the provision of the correct Passcode or QR Code by the Recipient (where applicable), the Transfer Amount has not been credited, or has failed to be credited to the bank account designated by the Recipient (i.e. the relevant PAO Transaction is unsuccessful).

However, in the case of a Passcode Transaction, the Bank shall not, and shall not be required to, notify you if the Validity Period has expired and the Transfer Amount has not been collected by the Recipient.

- If a PAO Transaction is unsuccessful (as determined pursuant to paragraph 14(c)(ii)) but the Transfer Amount has been debited from your Account, the Bank shall, where the Bank is in possession of the Transfer Amount or upon receipt by the Bank of the Transfer Amount, arrange for the Transfer Amount to be credited back to your Account. For the avoidance of doubt, you will not be entitled to receive any interest in respect of the Transfer Amount.
15. Save for notifications sent in connection with you successfully opting-in for the PAO Service, you may choose the manner in which you receive notifications in relation to PAO Transactions, whether by (i) SMS, (ii) email, or (iii) both SMS and email. Unless you have chosen otherwise, the Bank will send notifications in relation to PAO Transactions to you by both SMS and email. All notifications to be sent to you under these Terms:
    - by SMS will, if you have a valid mobile number registered with the Bank, be sent to such valid mobile number; and
    - by email will be sent to your valid email address registered with the Bank, or if you do not have an email address registered with the Bank, to your OCBC Internet Banking secured mailbox.
  16. You acknowledge and agree that, for the purposes of the PAO Service, the Application will be accessing and using the information in your Facebook account and/or the contact details stored in your mobile phone, and you hereby consent to the Bank accessing and using such information for the provision of the PAO Service and authorise the Bank to contact your designated Recipients using such information (including through private Facebook wall posts via your Facebook account) on your behalf.
  17. The Bank reserves the right to impose charges or to revise at any time such charges for the use of the PAO Service and/or the Application upon written notice to you. Such charges or revisions shall take effect from the date stated in the notice. Where you continue to use the Application or submit any Transaction Request after such notification, you shall be deemed to have agreed to and accepted such charges or revisions to such charges.
  18. The Bank expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the use of, the PAO Service or in relation to the processing of or any other matter relating to any Transaction Request or PAO Transaction. Without prejudice to the foregoing, the acceptance by the Bank of your submission of a Transaction Request does not amount to a representation or warranty by the Bank that it will, and does not impose any obligation on the Bank to, process the PAO Transaction or transfer the Transfer Amount to the Recipient and the Bank does not represent or warrant that:
    - the PAO Service will meet your requirements;
    - the PAO Service will always be available, accessible, function or inter-operate with any network infrastructure, system or such other services as the Bank may offer from time to time; or
    - your use of the PAO Service or the Bank's processing of any Transaction Request or PAO Transaction will be uninterrupted, timely, secure or free of any virus or error.
  19. You acknowledge and agree that, to the extent permitted under applicable law, the Bank shall not be liable to you for any and all losses, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or

consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with:

- the provision by the Bank of or your use of the PAO Service and/or the Application;
  - the processing of any Transaction Request or PAO Transaction;
  - any PAO Transaction being unsuccessful or considered as unsuccessful or any Transfer Amount not having been transferred to the Recipient's designated bank account or transferred to a recipient other than the intended Recipient, whether or not arising from:
  - your negligence, misconduct or breach of any of these Terms (including as a result of inaccurate information being provided by you); or
  - any failure, refusal, delay or error by any third party or third party system, equipment or device (including the FAST and NETS payment systems) through whom or which any PAO Transaction is made;
  - any use of your mobile device(s) or or any security procedure which is rejected by a merchant or any terminal used to process a QR Transaction;
  - any malfunction, defect or error in any terminal used to process a QR Transaction , or of other machines or systems of authorisation or the inability of any terminal, machine or system to accurately, properly or promptly transmit, process or store any data;
  - any unauthorised access and/or use of your mobile phone, the Passcode (in respect of Passcode Transactions) or the Application;
  - the use in any manner and/or for any purpose whatsoever by any person at any time whatsoever and from time to time of any information or data:
  - relating to you and/or any Recipient;
  - transmitted through your use of the PAO Service and/or the Application; and/or
  - obtained through your use of the PAO Service and/or the Application;
  - any event the occurrence of which the Bank is not able to control or avoid by the use of reasonable diligence; and/or
  - the suspension, termination or discontinuance of the PAO Service.
20. To the extent that any of the limitations set out above are not permitted by law, the Bank's liability to you arising from or in respect of each PAO Transaction, whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, damages or liabilities caused or arising from or in relation to the Bank's provision of the PAO Service and/or the Application and/or under or relating to these Terms shall not exceed the value of such PAO Transaction.
21. You represent and warrant that, in relation to each PAO Transaction, you have obtained the necessary consent of the relevant Recipient to disclose such Recipient's personal data (including contact details) to the Bank and for the Bank to use and disclose such Recipient's personal data (including where relevant contact details to contact the Recipient in the manner set out in paragraph 6) as required for the purposes of the PAO Service.
22. The Bank shall be entitled to exercise any of its rights and remedies under the OCBC Terms and Conditions governing Electronic Banking Services (including the right to withdraw, restrict, suspend, vary or modify the OCBC Internet Banking Service (whether in whole or in part)).

## Terms and Conditions for OCBC Pay Anyone™ Service for Recipients

### A. Introduction

1. These terms and conditions ("Terms") apply to and regulate your use of Oversea-Chinese Banking Corporation Limited's (the "Bank's") Pay Anyone™ service ("PAO Service") to receive a specified amount of funds ("Transfer Amount") from a customer ("Payer") of the Bank who has requested the Bank to transfer the Transfer Amount to you (such request to transfer, your request to receive and the transfer to you of the Transfer Amount, the ("PAO Transaction")).
2. The PAO Service allows the following types of PAO Transactions to be carried out:
  - transactions where you receive payment by entering a passcode set by the payor ("Passcode Transactions")
  - (if you are registered under the OCBC PayNow Service) transactions where you are identified through your registered proxy in the PayNow register ("PayNow Transactions");
  - (if you have registered your mobile device for the relevant fingerprint recognition feature or, as the case may be, face recognition feature on the OCBC Pay Anyone™ Application for the purposes of making QR Transactions) transactions where you are identified through a unique two-dimensional barcode generated by the Bank ("QR Code") ("QR Transactions") or such other means as prescribed by the Bank.

The term "PAO Service" shall be deemed to include any notifications, communications or services referred to in these Terms and/or any services, functions and features made available through such part of the Electronic Banking Services as relates any PAO Transaction. For the avoidance of doubt, the "Electronic Banking Services" shall mean the OCBC Internet Banking Service, OCBC Mobile Banking Service, OCBC Phone Banking Service, OCBC ATM Service and/or any other services provided or made available under the OCBC Terms and Conditions governing Electronic Banking Services.

3. You are required to accept and agree to these Terms before you will be able to receive the Transfer Amount which is the subject of the PAO Transaction. The Terms and Conditions for Registration for the PayNow Service will also apply in addition to these Terms where the relevant PAO Transaction is a PayNow Transaction. In the event of any conflict or inconsistency, the Terms and Conditions for Registration for the PayNow Service shall prevail over these terms to the extent of such conflict or inconsistency.

### B. Passcode Transactions

4. Where the relevant PAO Transaction is a Passcode Transaction, you may only receive the Transfer Amount by submitting a request using:
  - the unique URL which may be accessed via the email, SMS or Facebook notification provided to you informing you of the Passcode Transaction;
  - the OCBC Pay Anyone™ Application ("Application"); or
  - such other manner as may be prescribed by the Bank in the email, SMS or Facebook notification provided to you informing you of the Passcode Transaction, and by complying with such instructions as may be set out therein.
5. In order to receive the Transfer Amount in respect of a Passcode Transaction, you must:

- provide the valid six-digit passcode ("Passcode"), which has been provided to you by the Payer in relation to the Passcode Transaction; and
  - designate a valid bank account with the Bank or a third party Fast and Secure Transfer ("FAST") participating bank to which the Transfer Amount is to be credited.
6. Following verification of the Passcode, the Bank will endeavor to credit the Transfer Amount to your designated bank account.

#### C. PayNow Transactions

7. Where the relevant PAO Transaction is a PayNow Transaction, the Terms and Conditions for Registration for the PayNow Service will additionally apply.

#### D. QR Transactions

8. Where the relevant PAO Transaction is a QR Transaction, the Terms and Conditions for Registration for the OCBC Pay Anyone™ via QR Service will additionally apply.

#### E. Miscellaneous

9. You are responsible for ensuring, and you warrant, the truthfulness, accuracy and completeness of all information provided in your request to receive the Transfer Amount and/or when using the PAO Service, including but not limited to the details of your designated bank account. In addition, you represent and warrant that you are the intended recipient of the Transfer Amount and that you are the legal and beneficial holder of the designated bank account to which the Transfer Amount is to be credited.
10. You will not be able to receive the Transfer Amount, and the Bank is not required to process your request to receive the Transfer Amount, where:
- in the case of a Passcode Transaction) the Passcode and/or QR Code is invalid or has ceased to be valid; or
  - any information provided by you is invalid or incorrect.
11. If a PAO Transaction cannot be or is not completed for any reason, the Bank shall not be liable to you in respect of the incomplete PAO Transaction, including without limitation, your non-receipt of the Transfer Amount.
12. The PAO Transaction shall be considered as incomplete if:
- any part of the bank account details or other information provided by you is determined to be invalid or incorrect; or
  - the Transfer Amount fails to be credited to the designated bank account for any reason (whether by reason of a failure in the FAST payment system or otherwise).
13. In addition, the Bank shall be entitled, at its absolute discretion, to reject or refuse to process any request to receive the Transfer Amount and shall not be required to give any reason for the same.
14. The Bank expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the use of the PAO Service or in relation to the processing of or any other matter relating to a request to receive the Transfer Amount. Without prejudice to the foregoing, your possession or provision of a Passcode or QR Code does not amount to a representation or warranty by the Bank that it will, and does not impose any

obligation on the Bank to, credit the Transfer Amount to your designated bank account and the Bank does not represent or warrant that:

- the PAO Service will meet your requirements;
  - the PAO Service will always be available, accessible, function or inter-operate with any network infrastructure, system or such other services as the Bank may offer from time to time; or
  - your use of the PAO Service or the Bank's processing of a request to receive the Transfer Amount will be uninterrupted, timely, secure or free of any error, including without limitation that you will receive the Transfer Amount or that you will receive the Transfer Amount in a timely fashion.
15. You acknowledge and agree that, to the extent permitted under applicable law, the Bank shall not be liable to you for any and all losses, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with:
- the provision by the Bank of or your use of the PAO Service and/or the Application;
  - the processing of a request to receive the Transfer Amount or any PAO Transaction;
  - any PAO Transaction being considered as incomplete or any Transfer Amount failing to be credited to your designated bank account or transferred to a recipient other than you, whether or not arising from:
  - your negligence, misconduct or breach of any of these Terms (including as a result of inaccurate information being provided by you); or
  - any failure, refusal, delay or error by any third party or third party system (including the FAST and NETS payment systems) through whom or which the PAO Transaction is made;
  - any use of your mobile device(s) or or any security procedure which is rejected by a merchant or any terminal used to process a QR Transaction;
  - any malfunction, defect or error in any terminal used to process a QR Transaction, or of other machines or systems of authorisation or the inability of any terminal, machine or system to accurately, properly or promptly transmit, process or store any data;
  - the use in any manner and/or for any purpose whatsoever by any person at any time whatsoever and from time to time of any information or data:
  - relating to you;
  - provided by you in the course of using the PAO Service and/or the Application; and/or
  - obtained through your use of the PAO Service and/or the Application;
  - any event the occurrence of which the Bank is not able to control or avoid by the use of reasonable diligence; and/or
  - the suspension, termination or discontinuance of the PAO Service.
16. The Bank shall not be liable and you agree to indemnify the Bank and keep the Bank indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on an indemnity basis) whatsoever and howsoever caused that may arise or be incurred by the Bank in providing the PAO Service and/or the Application, whether or not arising from or in connection with and including but not limited to the following:



- any improper or unauthorised use of a Passcode, the PAO Service and/or the Application by you;
  - any act or omission by any relevant mobile or internet service provider;
  - any delay or failure in any transmission, despatch or communication facilities;
  - any access (or inability or delay in accessing) and/or use of the PAO Service and/or the Application; or
  - any breach by you of any warranty under or provision of these Terms.
17. To the extent that any of the limitations set out above are not permitted by law, the Bank's liability to you arising from or in respect of the PAO Transaction (whether PayNow Transaction or Passcode Transaction), whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, damages or liabilities caused or arising from or in relation to the PAO Service and/or the Application and/or under or relating to these Terms shall not exceed the value of the PAO Transaction (whether PayNow Transaction or Passcode Transaction).
  18. You consent to the Bank, its related corporations (collectively, the "OCBC Group"), and their respective business partners and agents (collectively, the "OCBC Representatives") collecting, using and disclosing your personal data for such purposes as may be reasonably required by the OCBC Group and the OCBC Representatives to enable them to provide the PAO Service to you. Such purposes are set out in a Data Protection Policy, which is accessible at [www.ocbc.com/policies](http://www.ocbc.com/policies) or available from the Bank on request and which you have read and understood. No failure or delay by the Bank in exercising or enforcing any right or option under these Terms shall operate as a waiver thereof or limit, prejudice or impair the Bank's right to take any action or to exercise any right as against you or render the Bank responsible for any loss or damage arising therefrom.
  19. If any one or more of the provisions in these Terms are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of these Terms shall not in any way be affected or impaired.
  20. A person who is not a party to any agreement governed by these Terms has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of these Terms.
  21. These Terms shall be governed and construed in all respects in accordance with the laws of the Republic of Singapore but in enforcing these Terms the Bank is at liberty to initiate and take actions or proceedings or otherwise against you in the Republic of Singapore or elsewhere as the Bank may deem fit, and you hereby agree that where any actions or proceedings are initiated and taken in the Republic of Singapore, you do hereby submit to the jurisdiction of the courts of the Republic of Singapore in all matters connected with your obligations and liabilities under or arising out of these Terms.