

Terms and conditions governing Electronic Banking Services

These terms and conditions govern the Customer's use of the OCBC Phone Banking Service, OCBC ATM Service, OCBC eAlerts Service and/or OCBC Internet Banking Service (collectively, the "Terms and Conditions").

1. OCBC Phone Banking Service

1.1 Where the Customer requests for OCBC Phone Banking Service to be made available for the operation of any Account(s), the Bank may at the Bank's discretion make available the OCBC Phone Banking Service through the allocation of a Vocal Password and/or a Phone Code and Telephone Personal Identification Number ("T-PIN") which the Bank shall notify the Customer. The Customer agrees that OCBC Phone Banking Service shall be extended to the Customer in accordance with these Terms and Conditions or such other terms and conditions which the Bank may notify the Customer from time to time.

1.2 The Customer shall not reveal the Vocal Password, Phone Code and/or T-PIN to any other party and shall take all necessary steps to prevent disclosure of the Vocal Password, Phone Code and/or T-PIN to any other party. The Customer shall keep the Vocal Password secure and shall not allow the Vocal Password to be used by any other party in any way whatsoever. Without limitation to the generality of the above, the Customer shall not record or permit recording of the Vocal Password in any way to enable another party to use the Vocal Password. Further, the Customer shall take all necessary steps to prevent recording or use of the Vocal Password by any other party. In the event the Customer's Phone Code and/or T-PIN is disclosed or discovered by any other party, the Customer shall immediately change the T-PIN. In the event of any unauthorised use of the Customer's Vocal Password, the Customer shall immediately notify the Bank.

1.3 The Customer authorises the Bank to accept, follow and act upon all instructions when identified by the Customer's Vocal Password, Phone Code and T-PIN, including for additional Products and Services to be made available to the Customer and the Bank shall not be liable for acting upon such instructions in good faith. The Bank shall neither be liable for acting upon such instructions nor be obliged to investigate the authenticity of such instructions or verify the accuracy and completeness of such instructions. Such instructions shall be deemed irrevocable and binding upon the Customer upon the Bank's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such instructions. The Bank shall be entitled but shall not be obliged to verify any instructions given via OCBC Phone Banking Service by calling back or any other means.

1.4 The Customer consents to the Bank's recording of the Customer telephone calls to the Bank to provide a record of the Customer's instructions.

1.5 The Customer may change the Customer's T-PIN from time to time. The Bank shall be entitled at the Bank's absolute discretion to reject any number selected by the Customer as the Customer's substitute T-PIN without giving any reason therefor. The Customer's substitute T-PIN shall take effect upon the Bank's confirmation and the Customer's use therefrom shall be governed by these Terms and Conditions. When selecting a substitute T-PIN, the Customer shall refrain from selecting any series of consecutive or same or similar numbers or any series of numbers that may easily be ascertainable or identifiable with the Customer.

1.6 The Bank shall be entitled at the Bank's absolute discretion to cancel the use of the

Customer's Vocal Password, Phone Code and/or T-PIN and/or withdraw, restrict, suspend, vary or modify OCBC Phone Banking Service (whether in whole or in part) at any time without notice and without giving reason therefor and the Bank shall not be liable to the Customer for any loss or damage as a result thereof.

1.7 The Customer shall be wholly responsible for all transactions executed using OCBC Phone Banking Service and identified by the Customer's Vocal Password, Phone Code and T-PIN. The Bank may debit the Account(s) with the amount of any withdrawal or transfer in accordance with the Bank's record of transactions. All transactions arising from the use of OCBC Phone Banking Service to operate designated Joint Account(s) shall be binding on all the Joint Account(s) holders.

2. OCBC ATM Service

2.1 The OCBC ATM Service enables the Customer to have access to the Account(s) and/or to effect various banking transactions (which may include, without limitation, the withdrawal and deposit of funds, bill payments and update of particulars) via automated cash deposit machines, automated teller machines, multi-functional machines and/or any other equipment as the Bank may designate for such purposes (each, an "ATM") and in such manner as the Bank may specify in its absolute discretion at any time from time to time. Where the Customer requests for the OCBC ATM Service to be made available for the operation of any Account(s), the Bank may at its discretion provide the Customer with an ATM Card and allocate an ATM Personal Identification Number ("ATM-PIN") which the Bank shall notify the Customer. The Customer agrees that the OCBC ATM Service shall be extended to the Customer in accordance with these Terms and Conditions or such other terms and conditions which the Bank may notify the Customer from time to time.

2.2 The Customer shall not reveal the Customer's ATM-PIN to any other party and shall take all necessary steps to keep the ATM Card in a safe place and to prevent disclosure of the Customer's ATM-PIN to any other party. In the event the ATM Card is lost, stolen or mislaid, or the Customer's ATM-PIN is disclosed or discovered by any other party, the Customer shall immediately notify the Bank of the loss and/or to immediately change the Customer's ATM-PIN.

2.3 The Customer authorises the Bank to accept, follow and act upon all instructions when identified by the Customer's ATM Card and ATM-PIN or such other form or means of identification as may be specified by the Bank in its absolute discretion at any time from time to time, including for additional Products and Services to be made available to the Customer and the Bank shall not be liable for acting upon such instructions in good faith. Such instructions shall be deemed irrevocable and binding upon the Customer upon the Bank's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of such instructions.

2.4 The Customer may change the Customer's ATM-PIN from time to time. The Bank shall be entitled at the Bank's absolute discretion to reject any number selected by the Customer as the Customer's substitute ATM-PIN without giving any reason therefor. The Customer's substitute ATM-PIN shall take effect upon the Bank's confirmation and the Customer's use therefrom shall be governed by these Terms and Conditions. When selecting a substitute ATM-PIN, the Customer shall refrain from selecting any series of consecutive or same or similar numbers or any series of numbers which may easily be ascertainable or identifiable with the Customer.

2.5 The ATM Card shall remain the Bank's property and the Customer shall surrender it to the Bank upon the Bank's request or where the Customer no longer requires this Service. The ATM Card is not transferable and may only be used by the Customer.

2.6 The Bank shall be entitled at its absolute discretion to cancel, withdraw, restrict, suspend, vary or modify the use, features and/or facilities of the OCBC ATM Service (including without limitation use of the ATM Card and ATM-PIN) (whether in whole or in part) at any time from time to time without notice and without giving any reason therefor and the Bank shall not be liable to the Customer for any loss or damage as a result thereof.

2.7 The Customer shall be wholly responsible for all transactions executed via the OCBC ATM Service (whether or not using the ATM Card or the Customer's ATM-PIN) including without limitation any debit functions at certain points of sale or merchants, cash withdrawals or deposits, funds transfers and payments. The Bank may debit the Account(s) with the amount of any withdrawal or transfer in accordance with the Bank's record of transactions. All transactions arising from the use of the OCBC ATM Service to operate designated Joint Account(s) shall be binding on all Joint Account(s) holders.

2.8 The Customer agrees that the Bank shall not be liable for any loss or damage which the Customer may suffer as a result of the Customer's use of or failure to obtain the OCBC ATM Service (including without limitation any unsuccessful withdrawal, deposit or transfer of funds, payment, or any failure to access the Account(s)). In particular, the Bank shall under no circumstances be liable if the ATM Card is not honoured or if the OCBC ATM Service is unavailable, limited or affected in any way for any reason whatsoever including power or other failure. Without prejudice to the generality of the foregoing, the Bank may impose a daily limit of such amount as the Bank may determine from time to time without notice to the Customer on the maximum aggregate amount that may be withdrawn or transferred from the Account(s) using the ATM Card during any day or other period as determined by the Bank from time to time.

2.9 The Customer accepts the Bank's record of transactions as conclusive and binding for all purposes. Without prejudice to the generality of the foregoing, in the event of any unsuccessful attempt by Customer to deposit cash or make cash payment (including partially successful deposits or payments) at any ATM for any reason whatsoever, the Bank's determination of the actual amount (if any) deposited or paid shall be conclusive and binding on the Customer.

2.10 The Customer shall not use or attempt to use the OCBC ATM Service to withdraw or transfer funds from the Account(s) unless the available balance(s) in the Accounts is/are sufficient for this purpose.

2.11 The Customer consents to the collection, storage, communication and processing of the Account(s) balance information by any means necessary for the Bank to maintain appropriate transaction and account records and to the release and transmission to and the retention by the service providers of the details of the Account(s), ATM-PIN, transaction information and other information to enable the Customer's use of the OCBC ATM Service at an ATM or point of sale (whether in Singapore or elsewhere).

2A. OCBC ATM Service (with effect from 31 January 2014)

2A.1 The Customer is aware that the ATM card comes with the NETS FlashPay stored value facility held and operated by Network for Electronic Transfers (Singapore) Ptd Ltd.

2A.2 The Customer agrees to give the Bank permission to share information about the Customer or Customer's account as consider appropriate to NETS, other persons as may be necessary for the usage of the stored value facility.

2A.3 The Customer agrees to, and will use the ATM card according to, the terms of "NETS Terms and Conditions Governing the Use of NETS FlashPay" (available at www.nets.com.sg).

3. OCBC Internet Banking Service

3.1 The OCBC Internet Banking Service (which includes, without limitation, the OCBC mobile banking services, by whatever name designated and presently known as the OCBC Mobile Banking Service, but does not include the OCBC phone banking services, by whatever name designated and presently known as the OCBC Phone Banking Service), enables the Customer to have access to the Account(s) and/or to effect certain banking and/or other transactions (including without limitation the transmission of instructions to the Bank, funds transfer, bill payments) by electronic means via the use of personal computers or other access devices (including without limitation mobile phone, television) ("Customer Terminals"). Where the Customer requests for OCBC Internet Banking Service to be made available for the operation of any Account(s) or any other purpose, the Bank may at the Bank's discretion allocate an OCBC Internet Access Code ("ICode") and OCBC Internet Access Personal Identification Number ("IPIN") which the Bank shall notify to the Customer. The Customer may gain access to OCBC Internet Banking Service and/or the Account upon the correct input of the Customer's ICode, IPIN and (where applicable to such Customer) Security Code into the Customer Terminals. The Customer agrees that the OCBC Internet Banking Service shall be extended to the Customer in accordance with these Terms and Conditions or such other terms and conditions which the Bank may notify to the Customer from time to time.

3.2 The Customer shall not reveal the Customer's ICode and/or IPIN to any other party and shall take all necessary steps to prevent disclosure of the Customer's ICode and/or IPIN to any other party. In the event the Customer's ICode and/or IPIN is disclosed to or discovered by any other party, the Customer shall immediately change the same.

3.3 The Customer agrees and acknowledges that any use of or access to the OCBC Internet Banking Service referable to, and any instructions identified by, the Customer's ICode, IPIN and (where applicable to such Customer) Security Code (whether such access to or use of the OCBC Internet Banking Service, or instruction, is authorised by the Customer or not) shall be deemed to be, as the case may be: (a) use of or access to the OCBC Internet Banking Service by the Customer; or (b) instructions transmitted or validly issued by the Customer. The Customer authorises the Bank to accept, follow and act upon all instructions that are attributable to the Customer's ICode, IPIN and (where applicable to such Customer) Security Code (whether such instructions are actually authorised by the Customer or not), including for additional Products and Services to be made available to the Customer, and the Bank shall not be liable for acting upon such instructions in good faith. The Bank shall neither be liable for acting upon such instructions nor be obliged to investigate the authenticity or authority of such persons effecting the instructions or verify the authenticity, accuracy and completeness of such instructions. Such instructions shall be deemed irrevocable and binding on the Customer upon the Bank's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such instructions and the Bank shall be entitled (but not obliged) to effect, perform or process such instructions without the Customer's further consent and without any further reference or notice. The Bank shall be entitled but shall not be obliged to verify any instructions given via OCBC Internet Banking Service by online means or via telephone.

3.4 The Customer may change the Customer's ICode and/or IPIN from time to time. The Bank shall be entitled at the Bank's absolute discretion to reject any number or alphabet selected by the Customer as the Customer's substitute ICode and/or IPIN without giving any reason therefor. The Customer's substitute ICode and/or IPIN shall take effect upon the Bank's confirmation and

the Customer's use therefrom shall be governed by these Terms and Conditions. When selecting a substitute ICode and/or IPIN, the Customer shall refrain from selecting any series of consecutive or same or similar numbers or alphabets or any series of numbers or alphabets that may easily be ascertainable or identifiable with the Customer.

3.5 The Bank shall be entitled at the Bank's absolute discretion to cancel the use of the Customer's ICode and/or IPIN and/or withdraw, restrict, suspend, vary or modify the OCBC Internet Banking Service (whether in whole or in part) and/or the mode(s), method(s) or channel(s) available for accessing the OCBC Internet Banking Service at any time without notice and without giving any reason therefor and the Bank shall not be liable to the Customer for any loss or damage as a result thereof.

3.6 The Customer shall be wholly responsible for all transactions executed using the OCBC Internet Banking Service and attributable to the Customer's ICode, IPIN and (where applicable to such Customer) Security Code (whether such transactions executed using the OCBC Internet Banking Service were authorised by the Customer or not), which shall be binding on the Customer. The Bank may debit the Account(s) with the amount of any withdrawal or transfer in accordance with the Bank's record of transactions. All transactions arising from the use of the OCBC Internet Banking Service to operate designated Joint Account(s) shall be binding on all the Joint Account(s) holders (whether such transactions executed using the OCBC Internet Banking Service were authorised by any or all Joint Account holders or not).

3.7 The Customer shall be responsible for obtaining and using the necessary software and/or equipment necessary to obtain access to the OCBC Internet Banking Service at the Customer's own risk and expense. The Customer shall also be responsible for the performance and security (including without limitation taking all necessary measures to the extent reasonably possible to prevent unauthorised use or access) of any Customer Terminal used by the Customer in connection with the OCBC Internet Banking Service. The Customer represents that the Customer Terminals through which access to the OCBC Internet Banking Service may be effected are free from any electronic, mechanical, data failure or corruption, computer viruses, bugs and/or other harmful or malicious software of any kind whatsoever. The Customer agrees that the Bank is not responsible for any electronic, mechanical failure or corruption, computer viruses, bugs and/or other harmful or malicious software of any kind whatsoever that may be attributable to services provided by any relevant internet service provider or information service provider. The Bank shall be entitled at the Bank's absolute discretion to upgrade, modify or alter the web-site or any software (including mobile applications) used for accessing OCBC Internet Banking Service at any time without notice and without giving any reason therefor. The Bank reserves the right not to support any prior version of software. The Customer shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure by the Customer to comply with any of the foregoing. Without prejudice to the generality of the foregoing, if the Customer fails to upgrade the relevant software or to use the enhanced version of software, the Bank shall not be liable for the consequences resulting therefrom.

3.8 The Customer shall not use electronic mail to send or give instructions or directions to the Bank. The Bank may, but shall not be in any way obliged to, act on any such electronic mail instructions or directions in its sole and absolute discretion.

3.9 The Customer accepts the Bank's records of transactions as conclusive and binding for all purposes.

3.10 The Customer acknowledges that all proprietary rights relating to and in connection with the

OCBC Internet Banking Service (including without limitation the OCBC website) and all updates thereof, including without limitation title, trade mark rights, patent rights and copyright shall at all times vest and remain vested in the Bank.

3.11 The Customer understands that the web-site for accessing OCBC Internet Banking Service may contain links to web-sites controlled or offered by third parties or enable access to web-sites controlled or offered by third parties. The Bank hereby disclaims liability for any information, materials, products or services posted or offered at any of these third party web-sites. By creating a link or enabling access to these third party web-sites, the Bank does not endorse or recommend any product or service offered or information contained on those web-sites or information fed by these third parties (including but not limited to stock quotes and foreign exchange rates) nor is the Bank liable for any failure of products or services offered or advertised at any of these third party web-sites.

3.12 The Customer agrees that the Bank has granted the Customer only a non-exclusive licence to use the software relating to and in connection with the OCBC Internet Banking Service. This allows the Customer to use such software only for its intended purposes as provided hereunder. The Customer shall not disassemble, de-compile, copy, modify or reverse engineer any such software. Although the Bank shall use reasonable endeavours to ensure that the OCBC Internet Banking Service is secure and cannot be accessed by unauthorized third parties, the Bank does not warrant the security or confidentiality of any information transmitted through the OCBC Internet Banking Service or any relevant internet service provider.

3.13 The Customer consents to the collection, storage, communication and processing of any of the Account(s) balance information by any means necessary for the Bank to maintain appropriate transaction and account records and to the release and transmission to and the retention by the relevant service providers of details of the Account(s), the Customer's ICode, IPIN, Security Code, transaction information and other information to enable the Customer's use of the OCBC Internet Banking Service (whether in Singapore or elsewhere).

3A. Security Devices and Security Codes

3A.1 In these Terms and Conditions:

(a) "Security Code" means each one-time password generated by a Security Device or mobile phone or delivered via Short Message Service (SMS), or otherwise generated by or delivered via any other device (including without limitation any Customer Terminal), delivery channel or any means whatsoever, designated by the Bank at any time from time to time in its sole and absolute discretion; and

(b) "Security Device" means any device designated by the Bank, at any time from time to time in its sole and absolute discretion, for use by the Customer to generate and/or receive Security Codes.

3A.2 The Customer shall comply with all requirements, instructions and specifications relating to Security Devices and/or Security Codes (including without limitation any registration and activation procedures) as may be prescribed by the Bank at any time and from time to time in its sole and absolute discretion. Without prejudice to the generality of the foregoing, the Customer shall at no time (i) activate or attempt to activate or register a Security Device issued to another person to the Customer's ICode or (ii) permit a Security Device issued to the Customer to be activated or registered to the ICode of another person.

3A.3 The Customer shall not reveal the Customer's Security Code to any other party and shall take all necessary steps to prevent disclosure of the Customer's Security Code to any other party. The Customer shall at no time and under no circumstances permit any Security Device issued to the Customer to fall into the possession or under the control of any other person. The Customer shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure by the Customer to comply with any of the foregoing.

3A.4 The Customer shall immediately notify the Bank (i) if a Security Device issued to Customer is lost or fails to function as intended, (ii) if the Customer has any knowledge or reason for suspecting that the security or confidentiality of any Security Code or Security Device or Customer Terminal used by the Customer for the generation and/or reception of Security Codes has been compromised or if there has been any unauthorised use of any Security Code or Security Device or such Customer Terminal or (iii) of any loss, replacement and/or change of number, as the case may be, of any mobile phone or other Customer Terminal or other device (as the case may be) used by the Customer for the generation and/or reception of Security Codes. The Customer shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure by the Customer to comply with any of the foregoing.

3A.5 Where a Security Device issued to the Customer fails to function properly, the Bank's only obligation in respect of such Security Device shall be to replace the same with a new Security Device upon payment by Customer of a fee which shall be determined by the Bank in its sole and absolute discretion, save where the Bank is satisfied in its sole and absolute discretion that there is no contributory act or omission on the Customer's part causing or contributing to the Security Device's failure to function properly. Where a Security Device is lost by the Customer, the Bank may replace the same upon payment by Customer of a fee which shall be determined by the Bank in its sole and absolute discretion.

3A.6 The Security Devices and the Security Codes are provided on an "as is" and "as available" basis. The Bank shall have no liability in relation to any Security Device, Security Code or other device or delivery channel designated by the Bank for use for the generation, delivery and/or receipt for Security Codes including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose and any loss or damages incurred or suffered arising from any failure by the Customer to keep secure and/or use the Security Device, Customer Terminal or other device in accordance with any instructions and other terms of the Bank. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, is given in conjunction with the Security Devices, Security Codes or other device or delivery channel designated by the Bank for use for the generation, delivery and/or receipt for Security Codes.

3A.7 The Bank shall be entitled at its sole and absolute discretion at any time from time to time to cancel without notice the use, or require the replacement or modification, of any Security Device, Customer Terminal or other device or delivery channel designated by the Bank for use for the generation, delivery and/or reception of Security Codes without giving any reason therefor and the Bank shall not be liable to the Customer for any loss or damage as a result thereof.

3A.8 All Security Devices provided to the Customer are and shall remain the property of OCBC Bank and the Customer shall return all Security Devices promptly upon request by OCBC Bank or upon cancellation or termination of OCBC Internet Banking Service. Security Devices must not be altered, tampered with, disassembled or in any way copied or modified, and must not be dealt

with or exploited in any way.

3A.9 Notwithstanding any other agreement to the contrary, the Customer hereby consents for the Bank to disclose any information relating to the Customer or the Customer's Account to any of the Bank's subsidiaries, branches, agents, correspondents, agencies and representative offices which has a legitimate business purpose for obtaining such information, including without limitation offering the Customer products or services involving the use of any Security Device or Security Code.

3B. OCBC Alert Notification Service

3B.1 The Bank at its discretions may provide the OCBC Alert Notification Service (which includes, without limitation, the OCBC eAlerts Service (or by whatever name designated to it in the future) through electronic mail, facsimile, SMS or such other media as the Bank may deem appropriate.

3B.2 The scope and features of the OCBC Alert Notification Service shall be as determined or specified by the Bank from time to time. The Bank shall be entitled to modify, expand or reduce the OCBC Alert Notification Service at any time and from time to time without notice as the Bank may deem fit without assigning any reason therefore.

3B.3 Any notification provided by the Bank under the OCBC Alert Notification Service shall be transmitted or otherwise made available to the Customer at such times as the Bank may reasonably deem fit.

3B.4 The Bank may contract with one or more third parties to provide, maintain or host the OCBC Alert Notification Service. The Customer acknowledges that, in providing the OCBC Alert Notification Service, the Bank will have to release and transmit the Customer's information (including information relating to the Customer's account(s) with the Bank) to such third parties. The Customer hereby agrees and consents to such release and transmission of its information to such third parties. The Customer further acknowledges that its information may be placed and stored in servers outside the Bank's control and agrees that the Bank shall have no liability or responsibility for such storage.

3B.5 A notification under the OCBC Alert Notification Service shall be considered to be sent by the Bank upon the broadcast of the notification by the third party to the contact particulars designated by the Customer for the purposes of the OCBC Alert Notification Service, regardless of whether such notification is actually received by the Customer. The Bank does not guarantee receipt of any notification under the OCBC Alert Notification Service by the Customer and the Customer understands and agrees that the Customer's use of the OCBC Alert Notification Service is at the Customer's own risk.

3B.6 The Customer shall notify the Bank immediately of any change in its contact particulars designated by the Customer for the purposes of the OCBC Alert Notification Service. Where the Customer fails to inform the Bank of such change, the Bank shall not be responsible for any loss, damage or other consequence which the Customer may suffer as a result of any notification being sent to the Customer's latest designated contact particulars in the Bank's records.

3B.7 All references to a time of day in any notification sent by the Bank under the OCBC Alert Notification Service are to Singapore time (unless otherwise specified by the Bank).

3B.8 All notifications under the OCBC Alert Notification Service shall be from the Bank to the

Customer only and the Customer should never attempt to communicate with the Bank by directing any communication to the sender's contact number, address or other particulars which may be indicated on the notification.

3B.9 The Customer agrees that the Bank, its directors, officers, employees and agents are not responsible for any losses or damages, including legal fees, that may arise, directly or indirectly, in whole or in part, from: (a) the non-delivery, delayed delivery, or the misdirected delivery of a notification under the OCBC Alert Notification Service; (b) any inaccurate or incomplete content in a notification under the OCBC Alert Notification Service; or (c) the reliance by the Customer on or use of the information provided in a notification under the OCBC Alert Notification Service for any purpose.

3C. OCBC Online Security Guarantee

3C.1 Without any admission of liability under any other provision of these Terms and Conditions, the Bank guarantees a full refund of any money that has transferred from a Customer's Account via the OCBC Internet Banking Service and the OCBC Mobile Banking Service, due to online fraud perpetrated by way of malicious software or viruses, subject to this Clause 3C (the "Guarantee").

3C.2 The Customer can only make a claim on the Bank under the Guarantee provided the following conditions have been complied with:-

(a) The Customer has kept his Security Code and Security Device (his 2- factor authentication token) completely confidential and secure at all times.

(b) The Customer has not given his security details (including, his Access Code, PIN, Security Code and Security Device) to any third party persons or websites.

(c) The Customer equips his/her personal computer and mobile devices with the latest anti-virus, anti-malware and firewall software and the installed software is regularly updated and run with latest anti-virus signatures.

(d) The Customer does not jailbreak, root or modify his/her mobile device, or install illegitimate mobile applications as this may render the device more prone to viruses and malware.

(e) The Customer updates the Bank immediately when there is a change in contact details such as mobile number and email address, for the purposes of receiving SMS alerts or e-mail notifications for online banking transactions and activities.

(f) In the circumstance where the Customer receives SMS or email alert(s) or notification(s) for transactions which he/she did not perform or is alerted on a change of daily withdrawal limit or the adding of a beneficiary for transfer to an account which is not authorised by the Customer, the Customer must inform the Bank immediately by calling the Bank's customer service hotline.

(g) The Customer does not use account services offered by third parties (other than OCBC) to access his banking accounts with OCBC (including account aggregation services provided by other financial institutions)

(h) The Customer only downloads the OCBC Mobile Banking application from OCBC-designated sources.

(i) The Customer has complied with all (and is not in breach of) his obligations under the OCBC Terms & Conditions Governing Deposit Accounts and these Terms and Conditions.

(j) The Customer has adhered to and complied with the safe security practices required by the Bank (described on [Safeguarding Your Online Banking Access](#))

(k) The Customer monitors his record of transactions regularly, and reports discrepancies to the Bank within 14 days from the date of his Statement of Account.

(l) The Customer informs the Bank the instant he is aware of any suspected fraud through his Account, including any compromise or loss of his Access Code, PIN, Security Code and Security Device.

(m) The Customer furnishes the Bank all information requested by the Bank and provides his full co-operation to the Bank, including working with relevant authorities.

(n) The Customer complies with any and all of the procedures, requirements, restrictions, instructions or any additional conditions from the Bank pertaining to the access and use of the OCBC Internet Banking Service and the OCBC Mobile Banking Service as may be issued by OCBC from time to time and/or posted on-line.

3C.3. The Guarantee does not apply to the following:-

(a) wealth management investment accounts and OCBC securities trading services;

(b) transactions which were carried out with the knowledge and consent of the Customer, or transactions where the Customer has acted fraudulently, dishonestly or in a criminal manner, alone or with others;

(c) capital gains, income and profits of any kind that might have been earned on any transaction that could not be completed as a consequence of the fraud;

(d) any direct, indirect, incidental, punitive, special or consequential damages or economic loss, loss of profits, legal fees or loss of opportunity whatsoever caused; and

(e) loss of any interest, foreign exchange losses, overdraft charges and returned cheque fees that may incur.

3C.4. The Guarantee may be suspended or withdrawn immediately by the Bank at any time by notice in writing.

4. General

4.1 Interpretation; Application of Other Terms

(a) Where Products are made available to the Customer by the Bank on separate terms, those terms shall be read in conjunction with these Terms and Conditions. In the event of any conflict, the specific terms applicable to the relevant Products shall prevail.

(b) These Terms and Conditions shall be read in conjunction with, where applicable, the OCBC

Terms and Conditions Governing Deposit Accounts and the Terms and Conditions Governing OCBC Electronic Statements. In the event of any conflict, these Terms and Conditions shall prevail over the Terms and Conditions Governing Deposit Accounts.

(c) The Customer is required to follow such notices, guidelines and other instructions (such as operating rules and policies) relating to the use of the OCBC Phone Banking Service, OCBC ATM Service, OCBC Internet Banking Service and OCBC Alert Notification Service as the Bank may issue from time to time.

4.2 Indemnity

The OCBC Phone Banking Service, OCBC ATM Service, OCBC Internet Banking Service and OCBC Alert Notification Service are provided “as is” and “as available”. Except as otherwise expressly stated, no implied or statutory warranties, including but not limited to the warranties of accuracy, adequacy, completeness, non-infringement, timeliness, quality, merchantability, currency, reliability, performance, satisfactory quality, fitness for a particular purpose or continued availability, are given in conjunction with the said Services. The Bank shall not be liable for and the Customer shall 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 OCBC Phone Banking Service, OCBC ATM Service, OCBC Internet Banking Service and/or OCBC Alert Notification Service to the Customer, whether or not arising from or in connection with and including but not limited to the following:

(a) the Bank taking any instructions and acting upon them;

(b) the improper or unauthorised use of the OCBC Phone Banking Service, OCBC ATM Service, OCBC Internet Banking Service, the Customer’s Vocal Password, Phone Code, T-PIN, ATM Card, ATM-PIN, ICode, IPIN, OCBC Alert Notification Service, Security Code and/or Security Device;

(c) any damage to (i) any OCBC ATM as a result of any improper or unauthorised use by the Customer or (ii) the Customer Terminals, related facilities or software as a result of access to the OCBC Internet Banking Service, or any loss of or damage to any Security Device;

(d) any act or omission by any relevant internet service provider;

(e) any delay or failure in any transmission, despatch or communication facilities; or

(f) any access (or inability or delay in accessing) and/or use of the OCBC Phone Banking Service, OCBC ATM Service, OCBC Alert Notification Service and/or any browser to allow access to the OCBC Internet Banking Service or for any defect in any such browser.

4.3 Communication and Service of Documents and Process

4.3.1 The Customer shall notify the Bank in writing (or, in such other mode(s) and/or methods agreed by the Bank from time to time) of any change in the Customer’s particulars.

4.3.2 Subject to Clause 4.3.4 below, any statement, advice, confirmation, notice, demand, document (including but not limited to any writ of summons or other originating process relating to or by which any legal proceedings against any Customer are commenced by the Bank) or any other correspondence by the Bank under these Terms and Conditions (the “Correspondence”)

may be sent to or served on the Customer:-

(a) (where the Customer is an individual) on the Customer (or the Customer's personal representatives) personally or (where the Customer is a corporation or partnership) on any of the Customer's officers or partners personally;

(b) by sending it to the Customer or to any of the Customer's officers or partners (as the case may be) at the Customer's last address registered with the Bank or any Specified Address (as hereafter defined);

(c) by telex or facsimile addressed in any such manner as aforesaid to the Customer's telex or facsimile address last registered with the Bank or any Specified Address;

(d) by despatching it by electronic mail, or by other internet or online communication channels, or by any other means, to any Specified Address, including without limitation, user account(s) which the Bank determines to be associated with the Customer via postings, messaging or chat systems on social media or other online services.

The Customer agrees that any such statement, advice, confirmation, notice, demand, document or any other correspondence so left at or sent or despatched to any Customer shall be effective and deemed to have been received by that Customer:

i. if it is delivered by hand, when it was left at the Customer's last address registered with the Bank or at the Specified Address;

ii. if by post, on the day immediately following the date of despatch; or

iii. if sent by telex, facsimile transmission, electronic mail or through the aforesaid internet or online communication channels, or any other means not expressly referenced in Clauses 4.3.2 i. to iii. herein, immediately on despatch.

For the purposes of this Clause 4.3, "Specified Address" means any of the Customer's contact details (including but not limited to addresses, telexes, facsimile numbers, and electronic mail addresses) in respect of the Customer and any other contact details:

a. which the Customer may provide to the Bank from time to time;

b. which the Bank may obtain from reliable sources as determined by the Bank (including via third parties and the Customer's online user accounts); and/or

c. from which any correspondence from the Customer or purported to be from the Customer was sent or despatched to the Bank.

The Customer further agrees and accepts that service of any documents (including writ of summons or other originating process) in accordance with this clause, shall be deemed to be good and valid service on the Customer, notwithstanding that such documents may not have been received by the Customer or returned undelivered. In addition to these methods of service referenced herein, the Bank may serve any documents on the Customer in any other method permitted by law.

4.3.3 In the case of Joint Accounts, any notice served in accordance herewith on one of the

Customers shall be deemed validly served on all the Customers.

4.3.4 The terms and conditions in the Terms and Conditions Governing OCBC Electronic Statements shall apply to all Customers and the Customer hereby accepts and agrees to be bound by all the relevant terms and conditions set out in the Terms and Conditions Governing OCBC Electronic Statements including any amendments or revisions made to such terms and conditions.

4.4. Amendment(s)

4.4.1 The Bank may at any time at its absolute discretion and upon written notice to the Customer, amend any one or more of these terms and conditions. Such amendment(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

4.4.2 Where the Customer continues to use the Service(s) after such notification, the Customer shall be deemed to have agreed with and accepted the amendments. If the Customer does not accept any such amendments, the Customer shall forthwith discontinue use of the Service(s).

4.4.3 In the event that the Bank decides in its absolute discretion to discontinue the provision of any of the Services governed by these terms and conditions permanently, the Bank shall give written notice of such discontinuation to the Customer. Such discontinuation shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

4.4.4 The Bank may notify the Customer of any changes to these terms and conditions by:-

- (a) publishing such changes in the statements of account to be sent to the Customer;
- (b) displaying such changes at the Bank's branches or ATMs;
- (c) posting such changes on the Bank's website;
- (d) electronic mail or letter;
- (e) publishing such changes in any newspapers; or
- (f) such other means of communication as the Bank may determine in its absolute discretion.

4.5 Waiver

No failure or delay by the Bank in exercising or enforcing any right or option under these Terms and Conditions 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 the Customer or render the Bank responsible for any loss or damage arising therefrom.

4.6 Severability

If any one or more of the provisions in these Terms and Conditions 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 and Conditions shall not in any way be affected or impaired.

4.7 Third Party Rights

A person who is not a party to any agreement governed by these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these Terms and Conditions.

4.8 Applicable Law and Jurisdiction

4.8.1 These Terms and Conditions shall be governed and construed in all respects in accordance with the laws of the Republic of Singapore but in enforcing these Terms and Conditions the Bank is at liberty to initiate and take actions or proceedings or otherwise against the Customer in the Republic of Singapore or elsewhere as the Bank may deem fit, and the Customer hereby agrees that where any actions or proceedings are initiated and taken in the Republic of Singapore, the Customer shall submit to the jurisdiction of the Courts of the Republic of Singapore in all matters connected with the Customer's obligations and liabilities under or arising out of these Terms and Conditions.

4.8.2 Without prejudice to the generality of the foregoing, nothing in this Clause shall limit the Bank's right to take proceedings against the Customer in any other court of competent jurisdiction, and the Customer irrevocably agrees to waive any objection to any proceedings that the Bank may commence against the Customer on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum or other similar grounds. The taking of such proceedings against the Customer in one or more jurisdictions shall not preclude the taking of proceedings against the Customer in any other jurisdiction, whether concurrently or not.

Updated as of 26 January 2017