

TERMS & CONDITIONS FOR OCBC GOOGLE PAY-PAYNOW SERVICE

1. Introduction

- 1.1 This agreement (“**Agreement**”) contains the terms and conditions (“**Terms**”) applicable to your use of the service offered by Oversea-Chinese Banking Corporation Limited Singapore (the “**Bank**”) for funds transfer via the OCBC PayNow service (“**OCBC PayNow Service**”) accessible via the digital payment platform provided by Google LLC, known as “Google Pay” (“**GooglePay Application**”) on any Enabled Device(s) (“**OCBC GooglePay-PayNow Service**”). The OCBC PayNow Service allows you (a “**Payer**”) to request (each such request a “**Transaction Request**”) that the Bank carry out a transaction (a “**PayNow Transaction**”) to transfer an amount specified by you (“**Transfer Amount**”) from your OCBC bank account (“**Account**”) that is a designated and valid OCBC bank account (“**OCBC Account**”) to the PayNow-registered account of the designated recipient (“**Recipient**”) with a participating bank of PayNow.
- 1.2 In order to use the OCBC GooglePay-PayNow Service, you have to first have a valid OCBC bank account and be registered as a user of the GooglePay Application.
- 1.3 The Terms are in addition to and shall be read in conjunction with the following supplementary terms:
- (a) Terms and Conditions for Funds Transfers via the PayNow Service;
 - (b) Terms and Conditions governing Electronic Banking Services; and
 - (c) Terms and Conditions governing Deposit Accounts
- (collectively “**Supplementary Terms**”), provided that in the event of conflict or inconsistency, these Terms shall prevail over the Supplementary Terms to the extent of such conflict or inconsistency.
- 1.4 In this Agreement, “we”, “our”, “OCBC” and “us” refer to Oversea-Chinese Banking Corporation Limited and its successors and assigns. Please read this Agreement carefully before you use the OCBC GooglePay-PayNow Service. By accessing the OCBC PayNow Service through the GooglePay Application, you agree to be bound by the Terms, the Supplementary Terms, and any other terms we may designate as applicable in respect of the OCBC GooglePay-PayNow Service as the case may be, and to be liable for all PayNow Transactions made by or through the same. You also reaffirm your agreement and consent to the terms of the OCBC Bank Data Protection Policy, the Bank’s Foreign Account Tax Compliance Act (FATCA) Policy, and the Bank’s Common Reporting Standard (CRS) Policy.
- 1.5 We may at any time at our absolute discretion and upon written notice to you, change any one or more of the Terms, Supplementary Terms, and/or any other terms we may have prescribed in connection with the use of the OCBC GooglePay-PayNow Service. Such change(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. Your continued use of the OCBC GooglePay-PayNow Service constitutes acceptance of these changes.

The Bank may notify you of any changes to the Terms by: (a) displaying such changes at the Bank’s branches or ATMs; (b) posting such changes on the Bank’s website; (c) electronic mail or letter; (d) publishing such changes in any newspapers; or (e) such other means of communication as the Bank may determine in its absolute discretion.

- 1.6 Android, the Android logo, and Google Pay are property of Google LLC. In order to use the GooglePay Application, you must agree to Google LLC.'s terms of use and privacy policy. OCBC is not the provider of and is not responsible for the GooglePay Application and has no control over its design, processes, features and functionalities or the terms of use or privacy policies associated with the GooglePay Application or any apps integrating its functionality with the OCBC PayNow Service. You are solely responsible for any information you transmit to the GooglePay Application. You hereby authorise OCBC to receive any such information through the GooglePay Application and return the same information (and such other information as may be necessary to complete a PayNow Transaction or otherwise enjoy the OCBC PayNow Service) to you via the GooglePay Application.

2. **Definitions in this Agreement**

- 2.1 "Customer Service Hotline" means OCBC hotlines (by segment):

- (a) Personal Banking: 1800 363 3333 / +65 6363 3333;
- (b) Premier Banking: 1800 773 6437 / +65 6530 5930;
- (c) Premier Private: 1800 424 8888 / +65 6424 8888;

- 2.2 "Enabled Device" means a compatible mobile communications or other device on which an OCBC Account has been successfully enrolled in the GooglePay Application for use of the OCBC GooglePay-PayNow Service; and

- 2.3 "Security Procedure" means any security procedure specified by OCBC or Google LLC from time to time in connection with the enrolment of an OCBC Account or use of such account on the GooglePay Application.

3. **Use of GooglePay Application / Security Procedure**

- 3.1 Enrolment and Security Procedures

You must comply with such Security Procedure(s) we may designate for enrolment of your OCBC Account on the GooglePay Application. Any person who can unlock your Enabled Device and login to your Google Pay Application can authorise PayNow Transactions through the GooglePay Application. No further Security Procedure(s) or authentication may be required by OCBC before a PayNow Transaction is authorised. You agree to be liable for all PayNow Transactions made by or through the Enabled Device(s). You must not let anyone else, including family members, have their fingerprint or facial image (as the case may be) registered to your Enabled Device(s) while your OCBC Account is registered in the OCBC GooglePay-PayNow Service. You must keep your Enabled Device(s) safe and secure at all times, and keep secret your Enabled Device's passcode, Personal Identification Number ("PIN"), pattern, or any other means of unlocking your Enabled Device as the case may be. You are solely responsible for maintaining the confidentiality of your Google User ID, Google passwords and any other Security Procedures that you may from time to time have to access the GooglePay Application. You shall be solely responsible for obtaining at your cost any Enabled Device, software and/or telecommunications or other services necessary for the use of the OCBC GooglePay-PayNow Service.

You warrant and represent that you have obtained all requisite consents for the use of any Enabled Device(s) in connection with the OCBC GooglePay-PayNow Service.

3.2. Debit of OCBC Account

You instruct and authorise the Bank to debit your OCBC Account and transfer or procure the transfer of the Transfer Amount to the relevant bank account of the intended Recipient in relation to each Transaction Request, made or effected via any Enabled Device(s), where any OCBC Account has been enrolled on multiple Enabled Device(s), and in each instance, whether by you or any other person (whether with or without your knowledge or authority) and notwithstanding that the PayNow Transaction was effected by the use of the OCBC GooglePay-PayNow Service after the loss or theft of any Enabled Device(s) or disclosure of any Security Procedure in respect of the OCBC GooglePay-PayNow Service, provided that no amount shall be debited from your OCBC Account in respect of any PayNow Transaction effected without your knowledge or authority after notice of the loss or theft of that Enabled Device or the disclosure of the Security Procedure has been given by you and received and acted upon by us.

4. **Unauthorised Access/Use; Disclosure of Security Procedure**

4.1 Duty to Prevent Unauthorised Access/Use

Without prejudice to Clause 3.1, you must keep your GooglePay Application account and any Enabled Device(s) secure (in respect of both physical and electronic environments) and ensure that: (a) you do not compromise any Security Procedure; (b) you keep your passcode, PIN, pattern or any other means of unlocking your Enabled Device secret; and (c) any Enabled Device is used only by you to effect PayNow Transactions on the OCBC GooglePay-PayNow Service.

4.2 Duty to Notify Us

Should you discover that your Enabled Device is lost or stolen or that your Enabled Device, GooglePay Application, or OCBC Account has been accessed or used in an unauthorised way, you shall notify us of the loss/theft or unauthorised access/use by calling our Customer Service Hotline or by notifying us in writing. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss/theft/misuse/disclosure and any other information that we may require.

4.3 Liability for Lost/Stolen Device/Unauthorised Use or Access

You shall not be liable for any unauthorised PayNow Transactions carried out after we have been notified of any loss/theft of the Enabled Device or unauthorised access or use of the OCBC GooglePay-PayNow Service. However, we shall debit your OCBC Account for all PayNow Transactions carried out before we are notified of such loss/theft/unauthorised access or use, even if such transactions were carried out without your authorisation.

4.4 Lost/Stolen Enabled Devices

In respect of any Enabled Device reported as lost or stolen, if the Enabled Device is subsequently retrieved, you must remove your OCBC Account from the GooglePay Application and comply with such activation, security and other procedures as may be prescribed by us from time to time in order to re-enrol the OCBC Account for use with the OCBC GooglePay-PayNow Service.

5. **Payment**

5.1 Liability for Transactions

Save only to the extent that your liability has been expressly excluded in accordance with Clause 4.3 above, you shall be liable for all PayNow Transactions, whether or not executed with your knowledge or authority, regardless of how such transactions were effected, including without limitation: (a) where effected via the OCBC GooglePay-PayNow Service, Enabled Device(s); and/or (b) where arising in connection with any negligence on your part (which shall be deemed to include without limitation where you fail to adopt the security measures referenced in Clause 10.2, or carelessly expose yourself to any security risks, including as referenced in Clause 10.1).

5.2 Charges

You shall be responsible where applicable for the service charges or fees payable in connection with the enrolment and use of your OCBC Account through the GooglePay Application or PayNow Transactions made thereunder, including such charges or fees imposed by equipment vendors, software companies, internet or communication services providers or other third parties.

6. **Termination of Account**

6.1 Our Right to Terminate

We may suspend or terminate your OCBC Account, and so your access of your OCBC Account on any Enabled Device through the GooglePay Application at any time. Without prejudice to the generality of the foregoing, we may terminate your OCBC Account, and your access of your OCBC Account on the GooglePay Application, in the event of any change of your OCBC Account status, credit history or rating, or to any mandate or instructions relating to the operation of any Account.

6.2 Your Right to Terminate

Use of the OCBC GooglePay-PayNow Service may be terminated by you by removing your OCBC Account on the GooglePay Application according to procedures prescribed in the GooglePay Application from time to time.

6.3 Obligations Upon Closure of Account

Upon the closure of your OCBC Account(s) for whatever reason, you must remove your OCBC Account on the GooglePay Application from all Enabled Device(s).

7. **Exclusions and Exceptions**

7.1 You acknowledge and agree that, unless expressly prohibited by mandatory laws, 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:

- (a) the provision by the Bank of or your use of the OCBC GooglePay-PayNow Service;
- (b) the provision by the Bank of or your use of the OCBC PayNow Service;
- (c) any unauthorised access and/or use of your Enabled Device(s) and/or the OCBC GooglePay-PayNow Service (save only to the extent that your liability has been expressly excluded in accordance with Clause 4.3 above);

- (d) 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:
 - (i) relating to you and/or any Recipient;
 - (ii) transmitted through your use of the OCBC GooglePay-PayNow Service; and/or
 - (iii) obtained through your use of the OCBC GooglePay-PayNow Service;
- (e) any event the occurrence of which the Bank is not able to control or avoid by the use of reasonable diligence; and/or
- (f) the suspension, termination or discontinuation of the OCBC GooglePay-PayNow Service.

7.2 The Bank shall not be liable to you for any indirect, special or consequential loss, damage, costs, expenses or liability suffered or incurred by you or any third party, howsoever caused.

7.3 You shall indemnify, defend and hold harmless the Bank and its representatives, affiliates and service providers from and against any consequences, claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses, whether foreseeable or not, resulting from or arising in connection with any fault, act or omission by you (including but not limited to your negligence, misconduct or breach of any of these Terms).

7.4 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 Electronic Banking Services (whether in whole or in part)).

7.5 Account and Security Procedures

We are not liable in any way: (a) for any delay or inability on our part to perform any of our obligations under this Agreement because of any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, terrorism, civil disturbance or any event outside our control or the control of any of our servants, agents or contractors; (b) (i) for any loss, theft, use or misuse of your OCBC Account, GooglePay Application, or Enabled Device, or disclosure of your passcode, PIN, pattern, or any other means of unlocking your Enabled Device, and/or compromise of any Security Procedure, or any breach of this Agreement; (ii) for any fraud and/or forgery perpetrated on us, Google LLC, any user of the OCBC GooglePay-PayNow Service, or any PayNow User; (iii) for any injury to your character and reputation in relation to any inability to use the OCBC GooglePay-PayNow Service; (c) for the interception by or disclosure to any person (whether unlawful or otherwise) of any data or information relating to you, any PayNow Transaction, or your OCBC Account transmitted through or stored in any electronic system or medium, howsoever caused; (d) for any delay, inability or failure by us to perform any of our obligations under or pursuant to this Agreement caused or contributed in any way by any one or more of the events or occurrences set out in this clause; (e) for any claim, loss, damage, delay, inability to use, or any mistake or error arising in connection with any hardware, software or service used or provided in connection with any Enabled Device or the OCBC GooglePay-PayNow Service or any inability to use the same. You agree and acknowledge that the Enabled Device including the OCBC GooglePay-PayNow Service are made available on an "as-is", "as-available" basis, that these are not warranted to be error-free and that all risk associated with any use thereof shall be borne by you; and/or (f) for any breach of any obligation of confidentiality by any third party provider of any service or facility associated with any Enabled Device or the OCBC GooglePay-PayNow Service.

8. **Conclusive Evidence**

Our records (including electronic, computer and microfilm stored records) of all matters relating to your OCBC Account, Enabled Device or the OCBC GooglePay-PayNow Service, and/or of you shall be conclusive of their accuracy and authenticity and shall be binding on you for all purposes whatsoever. We shall be entitled to treat any person in physical possession and control of any Enabled Device or the OCBC GooglePay-PayNow Service as the rightful holder or user thereof, and are entitled to rely upon any use of the OCBC GooglePay-PayNow Service as conclusive evidence of the fact that the PayNow Transaction relating thereto was authorised and properly made or effected by the OCBC Account holder, and subject to Clause 4.3, shall not in any way be liable for any loss, costs, or damages suffered by any person including the rightful holder of the OCBC Account with respect to any PayNow Transaction effected through the Enabled Device.

9. **Disclosure of Information**

9.1 Parties to whom Disclosure may be made

You consent for us to, whether before or after closure of the OCBC Account where relevant, disclose any information relating to you, your PayNow Transaction or OCBC Account ("**Information**") to (i) any third party as we may deem fit in our absolute discretion, including but not limited to our subsidiaries, branches, agents, correspondents, agencies or representative offices, (ii) any merchant, bank or financial institution, (iii) any government agency, statutory board or authority in Singapore or elsewhere, (iv) the GooglePay Application operator or provider, (v) the Central Addressing Scheme (known as "PayNow") operator or provider, and (vi) any other person to whom we consider it in our interest to make such disclosure. You also acknowledge and agree that as the service providers of the GooglePay Application are located overseas, it is necessary for your Information to be transferred out of Singapore in order that your instructions may be carried out, and that the protection of your personal data transferred (where relevant) in jurisdictions outside Singapore may not be on standards similar to those applicable in Singapore.

9.2 Personal Data

You give us, our related companies (collectively, the "**OCBC Group**"), and our respective business partners and agents (collectively, the "**OCBC Representatives**") permission to collect (including by way of recorded voice calls), use and disclose your personal data for purposes reasonably required by the OCBC Group and the OCBC Representatives to enable us to provide our products and services (including without limitation services relating to your OCBC Account and services under this Agreement). Such purposes are set out in a Data Protection Policy, which is accessible at www.ocbc.com/policies or available on request and which you acknowledge and agree you have read and understood. Without prejudice to the generality of the foregoing, by enrolling your OCBC Account with the GooglePay Application or using the OCBC GooglePay-PayNow Service, you also agree to the collection, use and disclosure of your personal data (including information relating to your OCBC Account, Enabled Device, or PayNow Transactions) by or to the operator or service provider of the GooglePay Application for purposes of enabling it to provide you with the application interface through which you access the OCBC GooglePay-PayNow Service, including as identified in their privacy or data protection policies and/or as notified to you during such enrolment and/or from time to time amended.

10. Malware, Phishing and other Risks

10.1 Security Risks

You acknowledge and agree that any use of the OCBC GooglePay-PayNow Service, or Enabled Devices over the internet or other communications networks may be subject to security risks which may include but not be limited to: (a) monitoring and recording of your personal data, transactions, usage patterns and Security Procedure responses; (b) use of your personal data, transactions, usage patterns and Security Procedure responses to perform unauthorised transactions or to commit or facilitate crime; (c) installation of malware, viruses, monitoring or malicious code on your computer systems and/or other devices which may then collect and communicate to third parties information or other data about you; (d) malfunctioning Enabled Devices, GooglePay Application, network connections or hardware failure; (e) “phishing” or other websites or emails which mimic the appearance of the websites of OCBC or Google LLC (or their representatives, affiliates and service providers) or official communications, but do not in fact originate from OCBC or Google LLC or such representative, affiliate, or service provider as the case may be, and which may be used to collect information about you or deceive you into entering into transactions or providing information or compromising Security Procedures; and (f) “man-in-the-middle” or other interception of your communications with OCBC, Google LLC, or any of their representatives, affiliates, or service providers. Use of the OCBC GooglePay-PayNow Service carried out over the internet or other communications networks is entirely at your own risk. You shall be solely liable for any PayNow Transactions and any loss, damage or claim arising in connection with any such use, and whether for any initial or subsequent PayNow Transactions made through the OCBC GooglePay-PayNow Service. OCBC shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) as a result of your use of the OCBC GooglePay-PayNow Service.

10.2 Security Measures

You must adopt security measures as appropriate to avoid such risks, which must include the following as a minimum: (a) you must not give or disclose your security details to any third party persons or websites or disclose or compromise any Security Procedure and you must inform us immediately upon being aware of any suspected fraud or compromise relating to your OCBC Account, Enabled Device(s) or Security Procedure; (b) you must equip any personal computer or other devices (where relevant) used to effect PayNow Transactions including Enabled Device(s) (“**Devices**”) with the latest anti-virus, anti-malware and firewall software, and ensure that the installed software is regularly updated and run with latest anti-virus signatures; (c) you must not jailbreak, root or modify your Device(s), or install illegitimate mobile applications as this may render such Device(s) more prone to viruses and malware; (d) you must not allow any third party to use, operate or control any Device(s), your GooglePay Application, or your OCBC Account; (e) you must monitor your record of PayNow Transactions regularly, and report discrepancies to us immediately upon discovery, and in any event, not later than 7 days after any statement of account has been provided to you. You must also inform us immediately when there is a change in contact details such as mobile number and email address, for the purpose of receiving SMS alerts or email notifications for PayNow Transactions performed; and (f) you must comply with all safe security practices prescribed by us via our website, and/or any policy or security advisory bulletin we may issue or publish from time to time, including but not limited to those set out at <https://www.ocbc.com/personal-banking/policies.html>, or such other URLs as we may designate from time to time.

11. **General**

11.1 Governing Law

This Agreement is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

11.2 Third Party Rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any third party is not required to vary, release or compromise any liability or terminate any of the Terms of this Agreement.

11.3 Other Versions of the Agreement

In the event of any inconsistency between different language versions of this Agreement, the English version shall prevail.

11.4 Waiver

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.

11.5 Severability

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.