



## OCBC VELOCITY SINGLE SIGN-ON (“SSO”) TERMS AND CONDITIONS

The SSO Service allows an Entity to designate Authorised Users and Authorised Parties (as the case may be), to access, operate and/or receive information relating to the Designated Account(s) via Velocity, using the existing Velocity credentials assigned to Authorised Users. These SSO Terms shall govern the access and/or use of the SSO Service by Entity and Authorised Users, and Authorised Parties (as the case may be).

### 1. DEFINITIONS

1.1 Except to the extent that the context requires otherwise, the following terms shall have the following respective meanings:

- (a) “Access Credential” means any form of electronic or other security identification token, device or other credential, issued or prescribed by or on behalf of OCBC Group for access to any Electronic Services, and shall include any access credential issued in connection with any product and/or service by OCBC Group in accordance with the agreements governing such product and/or service.
- (b) “Authorised Party” means a Velocity account holder with OCBC Group authorised by Entity to access, operate and/or receive information relating to the Designated Account(s), which may include any of Entity’s related corporations or such other entity that is approved by OCBC for this purpose in OCBC’s sole and absolute discretion.
- (c) “Authorised Party Access Credential” means any Access Credential issued or prescribed by or on behalf of OCBC Group for use by an Authorised User to access the Authorised Party’s account via Velocity.
- (d) “Authorised User Access Credential” means
  - (i) where an Authorised Party has been designated by Entity, the specific Authorised Party Access Credential issued or prescribed by or on behalf of OCBC Group for use by an Authorised User to access the Authorised Party’s account via Velocity; and
  - (ii) where an Authorised Party has not been designated by Entity, the specific Access Credential issued or prescribed by or on behalf of OCBC Group and used by the Authorised User to access an Other Entity Account via Velocity.
- (e) “Authorised User” means any of the following persons who is authorised by Entity to operate, access and/or receive information relating to the Designated Account(s) as maintained by Entity with OCBC Group by or through the Electronic Services via the SSO Service and who is also:
  - (i) where an Authorised Party has been designated by Entity, an authorised user of an Authorised Party; and

- (ii) where an Authorised Party has not been designated by Entity, a user who has been authorised by Entity to access, operate and/or receive information relating to an Other Entity Account.
- (f) “Designated Account” means each account which Entity may have with OCBC Group whether alone or jointly with any other person(s) (including any savings account, current account, time deposits, structured deposits and any other type of account which may be offered by OCBC Group from time to time), and which Entity designates for and which OCBC allows for use with the SSO Service to enable Authorised Users, and Authorised Parties (as the case may be), to access, operate and/or receive information relating thereto.
- (g) “Electronic Service” means an electronic facility provided by OCBC Group including any card and any electronic computerised or telecommunication devices or modes of opening, accessing, operating and/or receiving information relating to any accounts in any country each individually or collectively and a reference to the aforesaid services severally and also the relevant services where the context requires.
- (h) “Entity” means an account holder with OCBC Group whether alone or jointly with any other person(s) and its successors and permitted assigns.
- (i) “OCBC” means the specific entity within OCBC Group with which a Designated Account has been opened.
- (j) “OCBC Group” means Oversea-Chinese Banking Corporation Limited and its related corporations, as well as their respective branches, representatives and/or agents and shall include their successors and assigns.
- (k) “Other Entity Account” means each account which Entity has with OCBC Group whether alone or jointly with any other person(s) (including any savings account, current account, time deposits, structured deposits and any other type of account which may be offered by OCBC Group from time to time), not being a Designated Account, and in respect of which an Authorised User has been issued, or prescribed by or on behalf of OCBC Group, Access Credentials to access such account via Velocity.
- (l) “SSO Application Form” means the application form prescribed by OCBC Group from time to time for Entity to apply for the SSO Service, which if approved by OCBC will facilitate Authorised Users, and Authorised Parties (as the case may be), to access, operate and/or receive information relating to the Designated Account(s) using the Authorised User Access Credentials.
- (m) “SSO Instruction” means all instructions given (whether in person, by telephone, facsimile, email or any other electronic means, including through the Electronic Services, or otherwise), to OCBC for or in connection with each Designated Account and any access and/or use of the SSO Service.
- (n) “SSO Service” means the services, products, features and/or functionalities offered by OCBC Group from time to time to Entity which enable Authorised Users, and Authorised Parties (as the case may be), to electronically access, operate and/or receive information relating to Designated Account(s) using the Authorised User Access Credentials.
- (o) “SSO Terms” means terms and conditions governing the use of the SSO Service as set forth herein, and as from time to time amended by OCBC Group.
- (p) “Velocity” means the Electronic Service offered to business banking customers of OCBC Group known as “Velocity” or “OCBC Velocity”.

## 2. USE OF SSO SERVICE

- 2.1 Subject to these SSO Terms, upon the approval by OCBC of Entity's application for the activation of the SSO Service, Entity authorises OCBC to permit Authorised Users, and Authorised Parties (as the case may be), to access, operate and/or receive information relating to each Designated Account using each Authorised User's Access Credentials. For the avoidance of doubt, OCBC shall have the right to approve, review and/or reject any application for the activation of the SSO Service in its sole and absolute discretion, and any decision by OCBC in connection therewith shall be final, binding and conclusive upon Entity.
- 2.2 Entity agrees and confirms that the extent to which any Authorised User may access, operate and/or receive information relating to each Designated Account, as well as the identity and authorisations in respect of any Authorised User, and/or any Authorised Party (as the case may be), at any given time, shall be as set forth in the most recent SSO Application Form completed and submitted by Entity to OCBC as at such time, as approved by OCBC and subject to any modifications as may be prescribed by OCBC.
- 2.3 Entity shall ensure that any and all information submitted to OCBC in connection with the SSO Service (including any SSO Application Form) is complete, up-to-date, accurate and true. Entity acknowledges and agrees that as a continuing condition of Entity's access and/or use of the SSO Service, in the event that any such information is or becomes inaccurate, misleading or incomplete, and/or there is any change in authorisations relating to any Authorised User, and/or Authorised Party (as the case may be), Entity shall promptly notify OCBC in writing and where required by OCBC, complete and submit a fresh SSO Application Form to OCBC.
- 2.4 Where an Authorised Party has been designated by Entity:
- (a) Entity warrants and represents for the benefit of OCBC Group and undertakes to OCBC Group that Entity shall procure that each Authorised Party shall comply with and be bound by the terms and conditions governing the SSO Service (including without limitation these SSO Terms), available at <https://www.ocbc.com.my/business-banking/Forms.html> and as may be amended by OCBC Group from time to time; and
  - (b) any provision in these SSO Terms that contains the words "as the case may be", insofar as it refers to an Authorised Party, Authorised Parties or Authorised Party Access Credentials, shall read with the necessary modifications as applying to such Authorised Party.
- 2.5 In the event that:
- (a) an Authorised Party has been designated by Entity, each of Entity and Authorised Party jointly and severally undertake to OCBC Group to; or
  - (b) an Authorised Party has not been designated by Entity, Entity undertakes to OCBC Group to,
- ensure and procure that each Authorised User agrees and undertakes at all times that:
- (i) his/her use of the SSO Service shall be subject to and complies with these SSO Terms;
  - (ii) his/her use of the Access Credentials shall be subject to and complies with the prevailing terms governing the use of such Access Credentials; and
  - (iii) the operation, access and/or receipt of information relating to each Designated Account shall be subject to and complies with specific terms and conditions applicable to Entity.

- 2.6 Entity agrees to pay such fees for the SSO Service as OCBC Group may from time to time notify Entity of in writing, which OCBC may debit directly from the Designated Account(s).
- 2.7 Each of Entity and Authorised User, and Authorised Party (as the case may be), agrees and acknowledges that:
- (a) any access and/or use of the SSO Service referable to, and/or any SSO Instruction identified by, the Authorised User's Access Credentials, and/or the Authorised Party's Access Credentials (as the case may be), shall be deemed to be Entity's access and/or use of the SSO Service, and/or SSO Instructions validly issued by such Authorised User, and/or Authorised Party (as the case may be);
  - (b) OCBC shall be entitled to (but not obliged to) rely upon and act in accordance with any SSO Instruction given to OCBC, without any further action on OCBC's part; and
  - (c) be entitled to treat any SSO Instruction received by it as fully authorised by, and binding and conclusive upon, Entity.
- 2.8 Without prejudice to the generality of the foregoing, Entity further agrees and acknowledges that:
- (a) Entity shall be bound by all SSO Instructions and transactions effected by any Authorised User, and/or any Authorised Party (as the case may be), in connection with each Designated Account in the same manner as if effected by Entity;
  - (b) where an Authorised Party has been designated by Entity:
    - (i) Entity shall be solely responsible for informing itself of any changes by any Authorised Party in respect of access rights to such Authorised Party's account(s) with the OCBC Group granted to its Authorised Users; and
    - (ii) Entity shall promptly notify OCBC in writing of any change in respect of any Authorised Party's relationship with Entity, including without limitation if such Authorised Party ceases to be related to or an associate of Entity, or there is any change in shareholdings or control and/or management of Entity and/or such Authorised Party. Without prejudice to the generality of Clause 2.9, Entity further acknowledges and agrees that in connection with any such change (whether notified to OCBC or not), OCBC may suspend, terminate, restrict or block access to and/or use of the SSO Service by Entity, any Authorised User and/or any Authorised Party;
  - (c) pending any notification by Entity of any change in authorisations relating to any Authorised User, and/or where applicable, any change in authorisations relating to any Authorised Party or any Authorised Party's relationship with Entity, in accordance with these SSO Terms, and/or any approval of such notice by OCBC:
    - (i) unless expressly prohibited by mandatory laws, OCBC Group shall not be liable to Entity, any Authorised Party (as the case may be) and/or any Authorised User 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 OCBC Group acting in accordance with any relevant existing mandate or SSO Instruction; and

- (ii) without prejudice to the generality of Clause 6, Entity shall indemnify the Indemnitees (as defined below) from and against all claims, demands, actions, suits, proceedings, orders, losses (direct or consequential), damages, costs and expenses (including without limitation all duties, taxes and other levies and legal fees on a full indemnity basis), and any and all other liabilities of whatsoever nature or description howsoever arising which any person may sustain or incur directly or indirectly in connection therewith;
  - (d) termination of any Authorised User Access Credential, and/or any Authorised Party's account with OCBC Group and/or its access to Velocity (as the case may be), may result in one or more or all Authorised Users ceasing to have access to the Designated Account; and
  - (e) OCBC Group has no obligation to inform Entity of any changes in respect of any Authorised User's or Authorised Party's (as the case may be), relationship with OCBC Group or their account standing or status or their ability to access Velocity.
- 2.9 Any member of OCBC Group may at any time and in its sole and absolute discretion for any reason whatsoever, upon written notice to Entity and without liability whatsoever:
- (a) subject the provision of the SSO Service to such conditions as it sees fit, including without limitation requiring Entity and/or any Authorised Party (as the case may be), to subscribe to certain service packages; and/or
  - (b) suspend, terminate, restrict or block access to and/or use of the SSO Service by Entity, any Authorised User, and/or any Authorised Party (as the case may be).
- 2.10 For the avoidance of doubt, where an Authorised Party has been designated by Entity, each of Entity and Authorised Party further agrees and acknowledges that any Authorised Party ("**Relevant Entity**") may, in its own capacity, apply for the activation of the SSO Service to allow Entity and its authorised users ("**Entity Users**") to access, operate and/or receive information relating to such Relevant Entity's bank accounts with any member of OCBC Group, subject always to these SSO Terms and OCBC's approval of such application. Where such arrangement is approved by Entity, Relevant Entity and the relevant member of the OCBC Group:
- (a) Entity agrees to comply with and be bound by these SSO Terms:
    - (i) as "Entity"; and
    - (ii) as "Authorised Party", insofar as Entity and Entity Users are allowed to access, operate and/or receive information relating to such Relevant Entity's bank accounts with any member of OCBC Group;
  - (b) Relevant Entity agrees to comply with and be bound by these SSO Terms:
    - (i) as "Authorised Party"; and
    - (ii) as "Entity", insofar as Entity and Entity Users are allowed to access, operate and/or receive information relating to such Relevant Entity's bank accounts with any member of OCBC Group; and

- (c) each of Entity and Relevant Entity acknowledges and agrees that for the avoidance of doubt, where the SSO Service is activated to permit the access, operation and/or receipt of information relating to the account(s) of both Entity and Relevant Entity, each of Entity and Relevant Entity agrees that its use of the SSO Service respectively shall be governed by separate agreements under these SSO Terms between Entity or Relevant Entity (as the case may be) and OCBC.

### 3. APPLICABILITY OF OTHER AGREEMENTS

- 3.1 These SSO Terms shall not affect the terms of any other agreement that may apply to each of Entity and Authorised User relating to the use of Electronic Services (including relating to the use of any Access Credentials) in respect of any Other Entity Account and/or any Designated Account ("**Other Entity Agreements**"). The Other Entity Agreements shall remain in full force and effect. In the event of a conflict, these SSO Terms shall prevail insofar as they relate specifically to the SSO Service.
- 3.2 These SSO Terms shall not affect the terms of any agreement between OCBC Group and any Authorised Party relating to the use of Authorised Party Access Credentials ("**Authorised Party Agreements**"). The Authorised Party Agreements shall remain in full force and effect. In the event of a conflict, these SSO Terms shall prevail insofar as they relate specifically to the SSO Service.

### 4. DATA TRANSFER, SECRECY

- 4.1 Entity acknowledges and accepts that in order to provide the SSO Service to Entity, various members of OCBC Group may need to access information about Entity, the Designated Account(s), or send such information to, various members of OCBC Group, any Authorised Party (as the case may be), any Authorised User, or service providers, including those that are located outside the jurisdiction where the Designated Account(s) is maintained.
- 4.2 In connection with the provision of the SSO Service to Entity, Entity agrees and consents to such disclosure and access (including cross-border disclosures and access) as described in Clause 4.1, and hereby further releases OCBC Group from any obligation it might otherwise have to observe banking secrecy and/or privacy laws of any jurisdiction. Without derogating from the generality of the foregoing, Entity authorises and consents to:
  - (a) OCBC Group and any Authorised User, and any Authorised Party (as the case may be), accessing information about it and the Designated Account(s), from inside and outside the country where the Designated Account(s) is maintained or serviced; and
  - (b) the members of OCBC Group to disclosing to each other and to such third parties as they deem necessary, such information regarding Entity and the Designated Account(s) as may be required from time to time to provide the SSO Service to Entity.
- 4.3 Each of Entity and Authorised User, and Authorised Party (as the case may be), agrees and acknowledges that the information available to it by virtue of the SSO Service can become subject to the laws in force in each country:
  - (a) where it is held, received or stored by OCBC Group, Entity, any Authorised Party (as the case may be) or any Authorised User;
  - (b) from where it is accessed by OCBC Group, Entity, any Authorised Party (as the case may be) or any Authorised User; and/or
  - (c) through which it passes.

- 4.4 Each of Entity and Authorised User, and Authorised Party (as the case may be), agrees and acknowledges that the information available to it by virtue of the SSO Service can become subject to disclosure pursuant to the laws of those countries and accept the consequences that may result from such disclosure.
- 4.5 As the Designated Account(s) may include information about more than various individuals and about Entity's business relations with OCBC Group, Entity agrees that statements released to comply with legal process may contain information regarding Entity's relationship with these individuals and with OCBC Group.

## 5. NO WARRANTY, LIMITATION OF LIABILITY

- 5.1 The SSO Service is provided "As is" and "As available". No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, satisfactory quality, accuracy, adequacy, completeness, timeliness, merchantability, currency, reliability, performance, security, fitness for a particular purpose, continued availability, or inter-operability with other systems or services, is given in conjunction with the SSO Service.
- 5.2 Each of Entity and Authorised User, and Authorised Party (as the case may be), acknowledges and agrees that unless expressly prohibited by mandatory laws, OCBC Group shall not be liable to Entity, any Authorised Party (as the case may be) and/or any Authorised User 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) any breach by Entity, any Authorised Party (as the case may be) and/or any Authorised User of its obligations, representations, warranties and/or undertakings under these SSO Terms or any other agreements with OCBC Group;
  - (b) any use or inability to use the SSO Service;
  - (c) any malfunctions, errors, defects or other non-functionality of the SSO Service;
  - (d) any unauthorised access and/or use of the SSO Service;
  - (e) any reliance on or any action taken by OCBC as a result of it acting upon any SSO Instruction; and/or
  - (f) any other matter relating to the SSO Service, including without limitation the discontinuation of the SSO Service (or any part thereof).

## 6. INDEMNITY

Each of Entity and Authorised User, and Authorised Party (as the case may be), shall jointly and severally indemnify OCBC Group, its officers, employees, nominees and agents (collectively, the "**Indemnitees**") promptly on a full indemnity basis from and against all claims, demands, actions, suits, proceedings, orders, losses (direct or consequential), damages, costs and expenses (including without limitation all duties, taxes and other levies and legal fees on a full indemnity basis), and any and all other liabilities of whatsoever nature or description howsoever arising which OCBC Group may sustain or incur directly or indirectly in connection with the execution, performance or enforcement of these SSO Terms including without limitation:

- (a) any access and/or use of the SSO Service by Entity, any Authorised Party (as the case may be) and/or any Authorised User;

- (b) use (whether authorised or not) of any Access Credentials by any person, including without limitation any Authorised User;
- (c) any SSO Instruction; and/or
- (d) any breach by Entity, any Authorised Party (as the case may be) and/or any Authorised User of its obligations, representations, warranties and/or undertakings under these SSO Terms or any other agreements with OCBC Group, including any obligation by Entity to procure the agreement and compliance of any Authorised Party to these SSO Terms (as the case may be), and any Authorised Party (as the case may be) and/or any Authorised User disclaiming liability or otherwise claiming that it is not bound by these SSO Terms.

## **7. AMENDMENT**

- 7.1 OCBC Group may at any time at its absolute discretion and upon written notice to Entity, amend, modify, delete and/or substitute any one or more of these SSO Terms. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than thirty (30) days from the date of the notice.
- 7.2 OCBC Group may notify Entity and/or any relevant Authorised Party (as the case may be), of any changes to these SSO Terms by:
- (a) displaying such changes at OCBC Group's branches or automated teller machines;
  - (b) posting such changes on OCBC Group's website;
  - (c) electronic mail or letter;
  - (d) publishing such changes in any newspapers; and/or
  - (e) such other means of communication as OCBC Group may determine in its sole and absolute discretion.
- 7.3 Where Entity or any Authorised User, or any Authorised Party (as the case may be), continues to use the SSO Service after such notification, Entity and Authorised User, and Authorised Party (as the case may be), shall each be deemed to have agreed with and accepted the amendments. If Entity or any Authorised User, or any Authorised Party (as the case may be), does not accept any such amendments, it shall forthwith discontinue using the SSO Service and instruct OCBC to discontinue the provision of the SSO Service to Entity, the relevant Authorised Users and Authorised Parties (as the case may be).
- 7.4 In the event that OCBC Group decides in its sole and absolute discretion to discontinue the provision of the SSO Service (or any part thereof) whether generally or to Entity, OCBC Group shall give written notice of such discontinuation to Entity and/or Authorised User, and/or Authorised Party (as the case may be). 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

## **8. MISCELLANEOUS**

- 8.1 **Interpretation.** In these SSO Terms and except to the extent that the context requires otherwise:
- (a) any representations, warranties, obligations and/or undertakings given by Entity, any Authorised Party (as the case may be) and/or any Authorised User under these SSO Terms shall be taken to be given by Entity to each member of OCBC Group;



- (b) words importing the singular only shall also include the plural and vice versa; and
- (c) whenever the words “include”, “includes” or “including” are used, they will be deemed to be followed by the words “without limitation”.

- 8.2 **Schedules.** Where applicable, these SSO Terms shall be read, interpreted and applied in accordance with the terms contained the relevant Schedules. The Schedules form part of these SSO Terms and shall have the same force and effect as if expressly set out in the main body of these SSO Terms. In the event of any inconsistency between the main body of these SSO Terms and the Schedules, the relevant terms of the Schedules (to the extent of such inconsistency) shall prevail.
- 8.3 **Waiver.** No failure or delay by OCBC Group in exercising or enforcing any right or option under these SSO Terms shall operate as a waiver thereof or limit, prejudice or impair OCBC Group’s right to take any action or to exercise any right as against Entity and/or any Authorised User, and/or any Authorised Party (as the case may be), or render OCBC Group responsible for any loss or damage arising therefrom.
- 8.4 **Governing Law.** Any dispute, controversy or claim arising from or in connection with these SSO Terms shall be governed by and construed in accordance with the laws and regulations of the jurisdiction in which the relevant Designated Account is opened (as determined by OCBC Group in its sole and absolute discretion) (“**Relevant Jurisdiction**”). Each of Entity and Authorised User, and Authorised Party (as the case may be), agrees to submit to the exclusive jurisdiction of the courts of the Relevant Jurisdiction in relation to any dispute, controversy or claim arising out of or in connection with any matters that are governed by the laws of the Relevant Jurisdiction.
- 8.5 **Severability.** If any one or more of the provisions in these SSO 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 SSO Terms shall not in any way be affected or impaired.

## SCHEDULE 1 - SINGAPORE-SPECIFIC TERMS

In this Schedule: (a) where the provision number is stated without a description of any document, then it refers to the provision so numbered in the document where the reference appears; (b) capitalised expressions used without definition in this Schedule shall have meanings respectively ascribed to them in the main body of these SSO Terms; and (c) unless expressly stated otherwise, the obligations of each of Entity and Authorised User, and Authorised Party (as the case may be), set out in this Schedule shall be cumulative, in addition to, and without prejudice to such party's other obligations under the main body of these SSO Terms.

Each of Entity and any Authorised User, and Authorised Party (as the case may be), agrees as follows in respect of the SSO Service:

### 1. Designated Account(s) opened in Singapore

- 1.1 In relation to Designated Account(s) opened in Singapore, where the Authorised User Access Credentials, and/or Authorised Party Access Credentials (as the case may be), are used to access or operate such Designated Account(s) and/or receive information relating thereto, the Business Account Terms and Conditions<sup>1</sup> (including the Singapore Local Addendum and the Singapore Product Addendum referred therein) (collectively, the "**SG BA Terms**") shall govern such use, and it is further agreed that when such account is accessed via the SSO Service, where applicable and unless the context otherwise requires, with respect to the said Designated Account(s), all references in the SG BA Terms to "Access Credential", "Biometric Access Credential", "Physical Credential", "Registered Devices", "Software", verification codes, encryption, passwords, SMS OTPs, digital signatures or certificates shall be deemed to refer to the corresponding and/or analogous Authorised User Access Credentials, and/or Authorised Party Access Credentials (as the case may be). For the avoidance of doubt, where any Access Credentials are used to access, operate and/or receive information relating to an account otherwise than through the SSO Service, such use shall continue to be governed by the terms under which such Access Credentials were issued or prescribed by or on behalf of OCBC Group.
- 1.2 Without prejudice to the generality of the foregoing, each of Entity and Authorised User, and Authorised Party (as the case may be), agrees as follows in relation to each Designated Account opened in Singapore:
- (a) any access credential issued, prescribed and/or enrolled by or on behalf of OCBC Group in Malaysia, Hong Kong, China or Indonesia in relation to any account operated in each of these jurisdictions respectively, including any "Access Credential" as defined respectively pursuant to the agreements governing such accounts, shall be deemed to be an "Access Credential" under the SG BA Terms in relation to such Designated Account;
  - (b) any physical credential issued, prescribed and/or enrolled by or on behalf of OCBC Group in Malaysia, Hong Kong, China or Indonesia in relation to any account operated in each of these jurisdictions respectively, including any "Physical Credential" as defined respectively pursuant to the agreements governing such accounts, shall be deemed to be a "Physical Credential" under the SG BA Terms in relation to such Designated Account;

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<sup>1</sup> Available at <https://www.ocbc.com/business-banking/help-and-support#section-forms> or on request.

- (c) any software made available by or on behalf of OCBC Group in Malaysia, Hong Kong, China or Indonesia in relation to any account operated in each of these jurisdictions respectively, including any “Software” as defined respectively pursuant to the agreements governing such accounts, shall be deemed to be a “Software” under the SG BA Terms in relation to such Designated Account;
- (d) any: (i) “Fingerprint Recognition Features” and/or “Face Recognition Features”; or (ii) “Registered Mobile Device” issued, prescribed and/or enrolled by or on behalf of OCBC Group in Malaysia in relation to any account operated in Malaysia as defined pursuant to the MY BA Terms<sup>2</sup> (as hereinafter defined), shall be deemed to be a: (1) “Biometric Access Credential”; or (2) “Registered Devices” respectively under the SG BA Terms in relation to such Designated Account; and
- (e) any “Biometric Access Credential” or “Registered Devices” issued, prescribed and/or enrolled by or on behalf of OCBC Group in Hong Kong in relation to any account operated in Hong Kong as defined pursuant to the HK BA Terms<sup>3</sup>, shall be deemed to be a “Biometric Access Credential” or “Registered Devices” respectively under the SG BA Terms in relation to such Designated Account.

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<sup>2</sup> Available at <https://www.ocbc.com.my/assets/pdf/forms/my%20forms/eBanking/ROAD%20TnC%20%28Eng%29.pdf>.

<sup>3</sup> Available at [https://www.ocbcwhk.com/webpages/en-us/doc/download\\_form/pdf/FF55.pdf](https://www.ocbcwhk.com/webpages/en-us/doc/download_form/pdf/FF55.pdf) (“**HK BA Terms**”).

## SCHEDULE 2 - MALAYSIA-SPECIFIC TERMS

In this Schedule: (a) where the provision number is stated without a description of any document, then it refers to the provision so numbered in the document where the reference appears; (b) capitalised expressions used without definition in this Schedule shall have meanings respectively ascribed to them in the main body of these SSO Terms; and (c) unless expressly stated otherwise, the obligations of each of Entity and Authorised User, and Authorised Party (as the case may be), set out in this Schedule shall be cumulative, in addition to, and without prejudice to such party's other obligations under the main body of these SSO Terms.

Each of Entity and any Authorised User, and Authorised Party (as the case may be), agrees as follows in respect of the SSO Service:

### 1. Substitution of Clauses 2,3, 2.8, and 4 of the main body of these SSO Terms

1.1 When any Designated Account is opened with OCBC in Malaysia, the following clauses shall supersede and replace the corresponding clauses in the main body of these SSO Terms:

“2.3 Entity shall ensure that any and all information submitted to OCBC in connection with the SSO Service (including any SSO Application Form) is complete, up-to-date, accurate and true. Entity acknowledges and agrees that as a continuing condition of Entity's access and/or use of the SSO Service, in the event that any such information is or becomes inaccurate, misleading or incomplete, and/or there is any change in authorisations relating to any Authorised User, and/or Authorised Party (as the case may be), Entity shall provide OCBC prior written notice thereof in OCBC's prevailing prescribed form therefor, and OCBC may require evidence acceptable to OCBC of such change, including via a resolution of Entity's board of directors where required by OCBC, where applicable. Where required by OCBC, Entity shall complete and submit a fresh SSO Application Form to OCBC. Entity acknowledges and agrees that no such change shall take effect until OCBC has accepted and approved such notice, and effected the change in its records.

2.8 Without prejudice to the generality of the foregoing, Entity further agrees and acknowledges that:

(a) Entity shall be bound by all SSO Instructions and transactions effected by any Authorised User, and/or any Authorised Party (as the case may be), in connection with each Designated Account in the same manner as if effected by Entity;

(b) where an Authorised Party has been designated by Entity:

(i) Entity shall be solely responsible for informing itself of any changes by any Authorised Party in respect of access rights to such Authorised Party's account(s) with the OCBC Group granted to its Authorised Users; and

(ii) If there is any change in respect of any Authorised Party's relationship with Entity, including without limitation if such Authorised Party ceases to be related to or an associate of Entity, or there is any change in shareholdings or control and/or management of Entity and/or such Authorised Party, Entity shall provide OCBC with prior written notice thereof in OCBC's prevailing prescribed form therefor and OCBC may require evidence acceptable to OCBC of such change, including via a resolution of Entity's board of directors, where applicable. Entity acknowledges and agrees that no such change shall take effect until OCBC has accepted and approved such notice, and effected

the change in its records. Without prejudice to the generality of Clause 2.9, Entity further acknowledges and agrees that in connection with any such change (whether notified to OCBC or not), OCBC may suspend, terminate, restrict or block access to and/or use of the SSO Service by Entity, any Authorised User and/or any Authorised Party;

#### 4. DATA TRANSFER, SECRECY

4.1 Entity acknowledges and accepts that in order to provide the SSO Service to Entity, various members of OCBC Group may need to access information about Entity, the Designated Account(s), or send such information to, various members of OCBC Group, any Authorised Party (as the case may be), any Authorised User, or service providers, including those that are located outside the jurisdiction where the Designated Account(s) is maintained. Without limiting the foregoing in this Clause 4.1, Entity expressly consents to the disclosure of the information to the parties and for the purposes set out in the table below:

	<b>Parties to whom information can be disclosed</b>	<b>Purposes/Circumstances for disclosure of information</b>
(a)	OCBC Group's data processors and service providers, both within and outside Malaysia;	For the performance of services for OCBC Group
(b)	OCBC Group's related corporations and associated companies, both in or outside Malaysia, their assignees and successors-in-title;	For cross-selling, service improvement and market research.
(c)	Regulatory authorities/law enforcement bodies both within and outside Malaysia;	For compliance with law and regulations.
(d)	Third parties who intend to settle Entity's indebtedness;	For settlement of Entity's indebtedness.
(e)	Third parties both within and outside Malaysia, with or through whom any of the SSO Service, Electronic Service or other services are processed or carried out, including but not limited to Malaysian Electronic Clearing Corporation Sdn Bhd (MyClear), Payments Network Malaysia Sdn Bhd (PayNet), Society for Worldwide Interbank Financial Telecommunication (SWIFT), Visa International, MasterCard International, any merchants;	For compliance of applicable procedures, or for resolution of or negotiation over any claims or disputes or for handling queries arising from or in connection with any SSO Service, Electronic Service or other services.
(f)	Lawyers, specialists in fraud, information technology and other professionals / consultants / specialists who render professional or specialist services to OCBC Group in relation to any matter of law or any other matters requiring professional or specialist knowledge or advice;	For professional advice and consultation from professionals engaged by OCBC Group.
(g)	Entity's authorised agents or representative; and	For management of Entity's affairs.
(h)	The assignees or acquirers, potential assignees or acquirers and successors-in-title of any entity within OCBC Group.	For reorganisation including disposal of the whole or any part of OCBC Group's business.

- 4.2 Without derogating from Clause 4.1 and in connection with the provision of the SSO Service to Entity, Entity further consents to and instructs and authorizes OCBC to :
- (a) allow, enable and facilitate OCBC Group and any Authorised User, and any Authorised Party (as the case may be), to access information about it and the Designated Account(s), from inside and outside the country where the Designated Account(s) is maintained or serviced; and
  - (b) allow, enable and facilitate the members of OCBC Group to disclose to each other and to such third parties as they deem necessary, such information regarding Entity and the Designated Account(s) as may be required from time to time to provide the SSO Services to Entity.
- 4.3 Each of Entity and Authorised User, and Authorised Party (as the case may be), agrees and acknowledges that the information available to it by virtue of the SSO Service can become subject to the laws in force in each country:
- (a) where it is held, received or stored by OCBC Group, Entity, any Authorised Party (as the case may be) or any Authorised User;
  - (b) from where it is accessed by OCBC Group, Entity, any Authorised Party (as the case may be) or any Authorised User; or
  - (c) through which it passes.
- 4.4 Each of Entity and Authorised User, and Authorised Party (as the case may be), agrees and acknowledges that the information available to it by virtue of the SSO Service can become subject to disclosure pursuant to the laws of those countries and accept the consequences that may result from such disclosure.
- 4.5 As the Designated Account(s) may include information about more than various individuals and about Entity's business relations with OCBC Group, Entity agrees that statements released to comply with legal process may contain information regarding Entity's relationship with these individuals and with OCBC Group.
- 4.6 Entity represents and warrants to OCBC in Malaysia that it has:
- (a) obtained consent from each of the Authorised User(s) and the shareholders, directors and officers of Entity and Authorised Party (as the case may be) (collectively, "**data subjects**") to disclose their personal data to OCBC in Malaysia in connection with the SSO Service and related services;
  - (b) informed the data subjects that OCBC in Malaysia may conduct credit checks, collect and verify information given by the data subjects with the relevant registries, credit bureaus and credit reporting agencies and have obtained the data subjects' consent for the credit reporting agencies to disclose their credit report/information to OCBC in Malaysia for the purpose of the SSO Service and related services and for OCBC's risk management and review;
  - (c) informed the data subjects that OCBC in Malaysia may disclose their personal data to classes of third parties described in OCBC's privacy policy; and
  - (d) informed the data subjects to read the privacy policy of OCBC in Malaysia posted on the website at [www.ocbc.com.my](http://www.ocbc.com.my)."

## 2. Designated Account(s) opened in Malaysia

- 2.1 In relation to Designated Account(s) opened in Malaysia, where the Authorised User Access Credentials, and/or Authorised Party Access Credentials (as the case may be), are used to access or operate such Designated Account(s) and/or receive information relating thereto, the Business Account Terms and Conditions<sup>4</sup> (including the Malaysia Country Addendum and the Malaysia Product Addendum referred therein) (collectively, the “**MY BA Terms**”) shall govern such use, and it is further agreed that when such account is accessed via the SSO Service, where applicable and unless the context otherwise requires, with respect to the said Designated Account(s), all references in the MY BA Terms to “Access Credential”, “Physical Credential”, “Fingerprint Recognition Features”, “Face Recognition Features”, “Registered Mobile Device”, “Software”, verification codes, encryption, passwords, SMS OTPs, digital signatures and/or certificates shall be deemed to refer to the corresponding and/or analogous “Authorised User Access Credentials”, and/or “Authorised Party Access Credentials” (as the case may be). For the avoidance of doubt, where any Access Credentials are used to access or operate an account and/or receive information relating thereto otherwise than through the SSO Service, such use shall continue to be governed by the terms under which such Access Credentials were issued or prescribed by or on behalf of OCBC Group.
- 2.2 For avoidance of doubt, nothing in Clauses 5.1 and 5.2 of the SSO Terms shall restrict OCBC Bank (Malaysia) Berhad and OCBC Al-Amin Bank Berhad (collectively “**OCBC Malaysia**”) from invoking the provisions of the MY BA Terms which relate to the limitation of OCBC Malaysia’s warranties and liabilities for its “Products” (as defined in the MY BA Terms), including Velocity and the SSO Service.
- 2.3 Without prejudice to the generality of the foregoing, each of Entity and Authorised User, and Authorised Party (as the case may be), agrees as follows in relation to each Designated Account opened in Malaysia, any “Access Credential”, “Physical Credential”, “Software”, “Biometric Access Credential” or “Registered Devices” issued, prescribed and/or enrolled by or on behalf of OCBC Group in Singapore in relation to any account operated in Singapore as defined pursuant to the SG BA Terms<sup>5</sup>, shall be deemed to be an “Access Credential”, “Physical Credential”, “Software”, “Fingerprint Recognition Features” and/or “Face Recognition Features”, or “Registered Mobile Device” respectively under the MY BA Terms in relation to such Designated Account.

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<sup>4</sup> Available at <https://www.ocbc.com.my/assets/pdf/forms/my%20forms/eBanking/ROAD%20TnC%20%28Eng%29.pdf> or on request.

<sup>5</sup> Available at <https://www.ocbc.com/business-banking/help-and-support#section-forms>.