

## **CONNECTIVITY CHANNELS TERMS AND CONDITIONS**

These Connectivity Channels Terms and Conditions ("**Terms**"), together with the applicable Local Addendum(s) and Documentation, shall govern the access and/or use of Connectivity Channel(s) which the Bank may extend to the Subscriber from time to time. By accessing and/or using any Connectivity Channel, the Subscriber unconditionally agrees to these Terms in its entirety.

### **1. APPLICABLE TERMS**

- 1.1 In respect of each Connectivity Channel, these Terms, the relevant Local Addendum, and any applicable Documentation relating to such Connectivity Channel, shall constitute a single agreement between the Subscriber and the relevant Bank by which such Connectivity Channel is provided (or to be provided), as the case may be.
- 1.2 If the Subscriber is an Account Holder, it shall also be bound by the Business Account Terms and Conditions (accessible at <https://www.ocbc.com/> or otherwise as the Bank may designate from time to time) as amended, modified or supplemented from time to time ("**Business Account T&Cs**") according to its terms. For the avoidance of doubt, where payment services are made available by the Bank on separate terms, those terms shall be read in conjunction with these Terms.
- 1.3 In addition, the Bank may from time to time in connection with any Connectivity Channel supply Materials and any other relevant service agreement to the Subscriber. In the event of any conflict or inconsistency between the terms contained in any of the following documents, the terms of the first-listed document (as applicable) shall prevail over any later-listed document to the extent of any such conflict or inconsistency:
  - (a) the FATCA Policy and CRS Policy;
  - (b) Business Account T&Cs;
  - (c) any service agreement supplied by the Bank from time to time;
  - (d) the Local Addendums;
  - (e) these Terms; and
  - (f) any translation of these Terms other than the English version.
- 1.4 If the Subscriber is not the Account Holder:
  - (a) any reference to the Subscriber's "Account"(s) under these Terms shall be deemed to be a reference to the Account(s) of the relevant Account Holder(s) that the Subscriber is acting on behalf of in connection with these Terms;
  - (b) insofar as the Subscriber will also enable the Account Holder to use and/or access any Connectivity Channel (or any functions enabled by such Connectivity Channel) made available to the Subscriber under these Terms, the Subscriber shall additionally procure that each relevant Account Holder agrees to these Terms (as if such Account Holder is a "Subscriber") as a condition to such Account Holder's access and/or use of the Connectivity Channel;
  - (c) without prejudice to any other provision under these Terms, the Subscriber shall ensure that all necessary mandates, authorisations and instructions in relation to the Relevant

Account are duly obtained directly or indirectly for or on behalf of the Bank by the Subscriber before effecting the Instructions;

- (d) the Subscriber acknowledges and agrees (both on behalf of itself and the relevant Account Holder(s)) that any Instructions issued by the Subscriber hereunder are irrevocable and binding on each relevant Account Holder; and
- (e) the Subscriber shall procure the due and timely performance by the relevant Account Holder(s) as may be necessary to give effect to these Terms and to give the Bank the full benefit of these Terms.

1.5 Insofar as the Subscriber will enable any End-User to use and/or access any Connectivity Channel (or any functions enabled by such Connectivity Channel) made available to the Subscriber under these Terms, the Subscriber shall additionally procure that the End-User agree to these Terms (as if such End-User is a "Subscriber") as a condition to such End-User's access and/or use of the Connectivity Channel.

## **2. AUTHORISATION AND INSTRUCTIONS**

2.1 The Subscriber agrees, acknowledges, undertakes, represents, and warrants to and for the benefit of the Bank, and shall procure, that:

- (a) the Bank may rely on the authority of the Subscriber to use and access the Connectivity Channel(s) according to these Terms, and to issue Instructions in connection with the Connectivity Channel(s);
- (b) in issuing Instructions in connection with any Connectivity Channel, the Subscriber is authorised, or is duly authorised by the relevant Account Holder, to give Instructions regarding the Relevant Account (and if the Subscriber is not the Account Holder, to perform any acts or incur any obligations for and on behalf of the relevant Account Holder in relation to such Instructions);
- (c) in issuing End-User Instructions, the Subscriber is authorised and mandated by each relevant End-User and that such End-User Instructions are accurate and complete. In addition, the Subscriber shall ensure and procure that all necessary mandates, authorisations and instructions are duly obtained directly or indirectly for or on behalf of the Bank by the Subscriber before effecting any End-User Instructions. The Subscriber is also solely responsible for verifying the authenticity, authority or the identity of any persons effecting the End-User Instructions or the authenticity, accuracy and completeness of any End-User Instructions, including putting in place appropriate authentication measures, and the Subscriber acknowledges and agrees (both on behalf of itself and its End-Users) that any End-User Instructions are irrevocable and binding on each relevant End-User;
- (d) the Bank may rely upon and act in accordance with the Instructions which may from time to time be, emanate from, purportedly communicated by or otherwise purportedly emanate from the Subscriber (including through any Connectivity Channel), without inquiry on the Bank's part as to the authority or identity of the person making or purporting to give such Instructions and regardless of the circumstances prevailing at the time of such Instructions. The Bank shall be entitled to treat such Instructions as fully authorised by and binding upon the Subscriber, and the Subscriber shall have full responsibility for all such Instructions given to the Bank or received by the Bank whether such Instructions were given by the Subscriber or purported to be given by the Subscriber without the Subscriber's knowledge or consent;

- (e) for the avoidance of doubt, the Bank may rely on the authority of any person (whether such person is in fact authorised or not authorised by the Subscriber) using the Subscriber's Access Credential or such other form or means of identification as may be specified by the Bank in its sole and absolute discretion from time to time, to transmit Instructions on behalf of the Subscriber and/or the relevant Account Holder, and to do any other act. Any Instructions identified by the Subscriber's Access Credential(s) shall be deemed to be Instructions transmitted or validly issued by the Subscriber;
- (f) where any Connectivity Channel operate(s) by reference to an Account, the Bank is authorised to act on the Instructions of the relevant Account Holder(s);
- (g) the specimen signatures and signing powers of the Subscriber or, where applicable, the relevant Account Holder(s), communicated to the Bank in writing shall remain in effect until such time as the Bank receives written revocation of the same from the Subscriber and/or the Account Holder(s) in the form and manner acceptable to the Bank;
- (h) the Bank shall be entitled but not bound to undertake further verification of the signatures other than by comparing them with the specimen signatures on record with the Bank;
- (i) each Instruction (as well as any data submitted in connection therewith, whether by the Subscriber and/or the End-User) is correct, accurate, complete, reliable, clear, genuine, authorised and is issued and transmitted to the Bank in such form and manner as the Bank may specify from time to time in its sole and absolute discretion and where applicable, observe and comply with the applicable Procedures as the Bank may specify;
- (j) all Instructions in respect of an Account are given by or on behalf of the Subscriber strictly in accordance with the authorisations or mandates for the time being in effect in respect of such Account; and
- (k) the Bank shall have the right to continue (but shall not be obliged) to accept and act on Instructions given or signed by the Subscriber and the Bank shall not be liable therefor. If the Subscriber wishes to modify any authorisation given, it shall provide or procure written notice thereof in the Bank's prevailing prescribed form therefor and the Bank shall have the right to require evidence acceptable to the Bank that such modification has been duly authorised, including via a resolution of the Subscriber's and/or relevant Account Holder's board of directors, where applicable. No such modification shall take effect until the Bank has accepted and approved such notice, and effected the change in its records.

2.2 In addition, Subscriber agrees and acknowledges that:

- (a) any Instruction shall be valid and binding on the Subscriber and each relevant Account Holder(s) for all purposes, whether or not it is in fact authorised;
- (b) any Instruction shall be deemed to have been given at the time it is actually received by the Bank;
- (c) the Bank neither endorses nor assumes any responsibility for any Subscriber Transaction and/or Subscriber Application, and the Subscriber shall not do anything nor permit anything to be done which implies or suggests that the Bank is in any way endorsing the use or commercialisation of the Subscriber Application. Where the Bank receives any queries from End-Users in connection with any Subscriber Transaction, Subscriber Application, End-User Instructions and/or Connectivity Channel for the Subscriber Transaction: (i) the Bank shall have no obligation to respond to and/or

address any queries from End-Users in connection with any Subscriber Transaction; and (ii) the Bank may, in its sole and absolute discretion, direct such queries to the Subscriber, and the Subscriber shall use its best endeavours to address such queries;

- (d) all Instructions once received by the Bank shall not be recalled, cancelled, withdrawn or amended unless the Bank in its sole and absolute discretion permits otherwise (which may be subject to such terms and conditions as the Bank may specify);
- (e) the Bank shall be entitled (but not obliged) in its sole and absolute discretion to: (i) accept and act on any Instruction (including by transmitting information, instructions, payment orders, messages and other communications on its behalf, disclose information and to do any other act, whether or not through any Connectivity Channel) without assessing the reasonableness or accuracy of that Instruction, the nature of that Instruction, the identity (or purported identity) of the Subscriber, the consequence to the Subscriber or any other matter thereto; (ii) use any communications, processing or transaction system or intermediary bank it reasonably selects in acting on any Instruction; (iii) specify additional conditions before accepting any Instructions; and/or (iv) investigate the authenticity of any Instruction;
- (f) for the avoidance of doubt, the Bank shall not be obliged to investigate and/or verify and shall not be responsible nor liable for investigating and/or verifying, but shall have the right in its sole and absolute discretion to investigate and/or verify:
  - (i) the authenticity, the authority or the identity of any persons effecting: (1) any use of or access to any Connectivity Channel referable to, and/or any Instructions identified by, the Subscriber's Access Credential or such other form or means of identification as may be specified by the Bank in its absolute discretion from time to time; or (2) any such use, access and/or Instructions initiated through software application, platform, website or other applications of a third party that the Bank has entered into arrangements with; and/or
  - (ii) the authenticity, accuracy and completeness of such use, access and/or Instructions;
- (g) the Bank shall have the right, in its sole and absolute discretion, to decline to act or refrain from acting promptly upon any Instructions. Without prejudice to the generality of the foregoing, the Bank shall be entitled to decline to act on any Instruction, and/or to delay acting on any Instruction, whether in part or in whole, where: (i) the Bank determines, in its sole and absolute discretion, that any Instruction may not have been authorised (for example by the Subscriber and/or the relevant Account Holder and/or End-User) or, even if authorised, may expose the Bank to any Loss whether directly or indirectly; (ii) so acting will result in the total amount of payments exceeding the credit balance in an Account, but if the Bank does so act, it may elect to execute such Instructions in whole or in part or in any order without reference to the time of receipt of the Instructions; (iii) the Bank determines, in its sole and absolute discretion, that the Instruction is inconsistent with and/or constitutes a breach of any Applicable Laws; and/or (iv) if such End-User Instructions are ambiguous or conflicting, and the Subscriber undertakes to ensure that such ambiguity shall be resolved to the Bank's satisfaction in the Bank's sole and absolute discretion; and
- (h) notwithstanding that the Bank has initially declined to act on a particular Instruction or has delayed acting on a particular Instruction, the Bank shall have the right to subsequently act on the Instruction if the Bank determines, in its sole and absolute discretion, that it is appropriate to do so.

2.3 All Instructions sent to the Bank for processing on a particular Business Day must be received by the Bank before the cut-off time prescribed by the Bank from time to time. The Bank is entitled to prescribe different cut-off times by reference to the nature of the transaction, the

currency in which the transaction is denominated, the means by which the Instructions are sent to the Bank and other factors as the Bank considers appropriate. The Bank shall have the right to revise from time to time any cut-off time for receiving and processing Instructions. Any transactions or operations made or performed or processed or effected by with or through the use of any Connectivity Channel after the relevant cut-off time prescribed by the Bank will be entered, shown or recorded in the books and records of the Bank in accordance with such timelines as the Bank may determine in its sole and absolute discretion.

- 2.4 If an Instruction is received by the Bank after the prescribed cut-off time applicable to such Instruction and such Instruction provides for payment to be made on a value date which is past or which the Bank is otherwise unable to process, the Bank shall have the right to decline to act on such Instruction except that, where the Subscriber has opted for such service where it authorises the Bank to amend the value date of such Instruction to the next feasible value date (as determined by the Bank in its sole and absolute discretion), the Bank shall act on such Instruction based on such next feasible date. Such Instruction as amended by the Bank to the next feasible date shall be valid and binding on the Subscriber and each relevant Account Holder(s).

### **3. ACCESS CREDENTIALS**

- 3.1 Access Credential(s) may in the sole and absolute discretion of the Bank be made available by or on behalf of the Bank to the Subscriber in connection with the use and/or access of the Connectivity Channel(s), in such form and manner as the Bank may deem appropriate. In addition, the Subscriber agrees and acknowledges that:

- (a) different Access Credential(s) may be prescribed in respect of each of Connectivity Channel;
- (b) each Access Credential shall only be used in the form and manner as prescribed by the Bank from time to time, and at the Subscriber's own risk;
- (c) each Access Credential shall only be used by the authorised user(s) as prescribed by or permitted by the Bank in writing;
- (d) if the authorised user to whom the Access Credential is given, made available or prescribed by the Bank for use by such authorised user, is no longer authorised by the Subscriber and/or the relevant Account Holder to use the Access Credential, the Subscriber shall immediately notify the Bank, and notwithstanding such notification, the Subscriber shall be liable for and indemnify the Bank against any transactions performed or effected by that user or any other person using the Access Credential;
- (e) the Subscriber shall, and shall procure that its authorised user(s) shall, exercise reasonable care to prevent the loss, disclosure or unauthorised use of any Access Credential, for example to regularly request for a change in each Access Credential;
- (f) the Subscriber shall be responsible and liable for any disclosure or unauthorised use of any Access Credential and/or any information of Account(s), whether by the Subscriber or its authorised user or any other person;
- (g) in the event any Access Credential is lost, stolen, mislaid, disclosed, and/or discovered by any other party, the Subscriber shall immediately notify the Bank of the same; and
- (h) the Bank shall be entitled from time to time, in its sole and absolute discretion and without giving any reason whatsoever and without prior notice to the Subscriber, change, de-activate and/or revoke the use of the Access Credential, and the Bank shall not be liable or responsible for any Loss suffered by or caused to the Subscriber or

arising out of or connected with or by reason of such change, deactivation or revocation.

3.2 Access to and use of the physical and/or electronic areas protected by Access Credential(s) or other secure areas of the Connectivity Channels are restricted to authorised users (as permitted or prescribed by the Bank) only, and the Subscriber shall be solely responsible for the access and use of such areas. In addition, the Subscriber shall be solely responsible for the use of any user account associated with the Access Credential(s) issued to the Subscriber, and to the maximum extent permitted under Applicable Laws, the Subscriber shall be solely responsible for the security of each such user account. The Subscriber shall not obtain or attempt to obtain unauthorised access to the Connectivity Channels or such parts thereof, or to any other protected information, through any means not intentionally made available by the Bank for the Subscriber's specific use. A breach of this provision may be an offence under the Computer Misuse Act 1993 of Singapore, or similar laws under Applicable Laws.

3.3 The Subscriber further agrees that: (a) whether actually authorised by, used and/or accessed by the Subscriber or not, any use and/or access of each Connectivity Channel and/or Access Credentials associated with the Subscriber shall be deemed the Subscriber's use; and (b) the use of any Access Credential issued to, or otherwise used by, the Subscriber by any person shall be binding on the Subscriber and the relevant Account Holder(s) in respect of all transactions involving any and all of the Accounts linked through the Connectivity Channel.

3.4 For the avoidance of doubt, any:

- (a) use of or access to (whether actual or purported) any Connectivity Channel(s) and/or any data for or on behalf of the End-Users;
- (b) use of or access to (whether actual or purported) any Connectivity Channel(s); or
- (c) End-User Instructions,

whether or not authorised by the Subscriber (or where applicable, the End-Users), that is referable to the user account and/or Access Credential issued to the Subscriber or any other form or means of identification and/or authentication as may be specified by the Bank, shall, as the case may be, be respectively deemed to be:

- (i) in relation to sub-paragraph (a), use of or access to the Connectivity Channel(s) and/or any data by the Subscriber for or on behalf of the End-Users which meets the requirements of any mandates, authorisations and operating instructions for the time being in effect relating to the user account (as the case may be);
- (ii) in relation to sub-paragraph (b), use of or access to the Connectivity Channel(s) by the Subscriber; or
- (iii) in relation to sub-paragraph (c), End-User Instructions transmitted and validly issued by the Subscriber for or on behalf of the End-Users which meets the requirements of any mandates, authorisations and operating instructions for the time being in effect relating to the user account (as the case may be).

The Subscriber shall be bound by each such access, use, and/or End-User Instructions, and the Subscriber agrees that the Bank shall have the right but shall not be obliged to act upon and/or rely on such access, use, and/or End-User Instructions. The Subscriber shall be solely responsible and liable to the Bank in respect thereof as if such access, use, and/or End-User Instructions (as the case may be) were carried out or transmitted by the Subscriber.

#### **4. USE OF CONNECTIVITY CHANNEL(S)**

4.1 The Bank may from time to time, in its sole and absolute discretion, make available Connectivity Channel(s) to the Subscriber on such terms and conditions as may be determined by the Bank in its sole and absolute discretion. The Bank shall not have any obligation to provide any reasons for or information in respect of any unsuccessful application for or the termination of any Connectivity Channel. It is the Subscriber's sole responsibility to ensure that the correct Connectivity Channel is selected, and by requesting, accessing and/or using any such Connectivity Channel(s), and insofar as the Bank agrees to make available Connectivity Channel(s) to the Subscriber, the Subscriber agrees and acknowledges as follows:

- (a) insofar as the Subscriber uses any Connectivity Channel:
  - (i) the Bank grants to the Subscriber a personal, limited, nonexclusive, non-transferable, non-sublicensable right to access and use such Connectivity Channel in the manner permitted by and subject always to the Terms; and
  - (ii) insofar as the Subscriber uses the OCBC SDK, the Bank grants to the Subscriber, a personal, limited, nonexclusive, non-transferable, non-sublicensable right to access and use the OCBC SDK for the sole purpose of integrating Subscriber Applications with the API Gateway in the manner permitted by and subject always to the Terms;
- (b) the Subscriber is solely responsible to ensure that each Subscriber Application and/or Derived API (each as applicable) is compatible with the Connectivity Channel from time to time. If any Subscriber Application and/or Derived API uses or implements an outdated version of the Connectivity Channel, the Subscriber acknowledges and agrees that such Subscriber Application and/or Derived API may not be able to communicate and/or integrate with the Connectivity Channel;
- (c) the Bank shall have the right, but not the obligation, to provide any modifications to the Connectivity Channel, including any updates and/or upgrades to the Connectivity Channel or any new versions and/or releases of the Connectivity Channel which result in new features and/or to take into account new technologies;
- (d) insofar as the Subscriber uses and/or accesses the API Store, OCBC APIs, OCBC SDK, and/or OCBC Corporate API/SDK Service:
  - (i) the Subscriber hereby grants to the Bank a fully paid-up, non-exclusive, transferable, sublicensable right to access and use the Subscriber APIs and any Intellectual Property Rights vested in the Subscriber comprised within the Derived APIs; and
  - (ii) the Subscriber warrants, represents and undertakes for the benefit of the Bank that:
    - (A) the Subscriber has the right and all necessary consents to enter into these Terms and to grant to the Bank all rights contemplated hereunder (including such rights in and to the Subscriber APIs and Derived APIs);
    - (B) the Subscriber APIs, Derived APIs and any Instructions are free from viruses, malicious codes, or harmful components that may impair or damage the operation of another's computer or equipment; and
    - (C) the Subscriber APIs and Derived APIs do not use, contain, include, or are combined or distributed with any software that is licensed under

terms that seek to require any of the Subscriber APIs and/or Derived APIs to be: (1) provided in source code form or any licence terms inconsistent with these Terms; (2) licensed to others to allow the creation or distribution of any enhancements, derivatives, changes, modifications, alterations or adaptations of or to such Subscriber APIs and/or Derived APIs in whatever form or medium; and/or (3) distributed without charge;

- (e) use and exploitation of any and all materials supplied by the Subscriber to the Bank under these Terms (including any Subscriber API and/or Derived API, as applicable) shall not infringe any third party Intellectual Property Rights or expose the Bank to any Loss;
- (f) the Subscriber shall pay, in the manner and to such account(s) as may from time to time be designated in writing by the Bank, the applicable charges in accordance with the Pricing Guidelines made available on the Connectivity Channel(s) or such other means by the Bank from time to time. Without prejudice to the rights and remedies of the Bank as set forth under the Terms, any such sums shall be deemed to be a debt owing and due from the Subscriber. The Bank shall have the right but shall not be obliged to revise the Pricing Guidelines at its sole and absolute discretion from time to time by notice to the Subscriber in accordance with Clause 13.2 of the Terms, and continued use by the Subscriber of the relevant Connectivity Channel(s) after the stated commencement date of the revised charges shall be conclusively deemed as agreement by the Subscriber to pay such charges;
- (g) the Bank shall have the right to impose additional charges for the access to and/or use of any of the Connectivity Channels;
- (h) the Subscriber shall abide by all Applicable Laws and comply with all applicable Documentation (as the Bank may issue from time to time) in the Subscriber's use and/or access of the Connectivity Channel(s);
- (i) in the case of any End-User Instruction, the Subscriber both on behalf of itself and of each End-User agrees and undertakes to abide by any licence requirements or restrictions referenced in the applicable Documentation;
- (j) the Subscriber shall be bound by the prevailing and applicable guidelines, policies, terms and conditions, instructions, procedures and directions pertaining to each Connectivity Channel as the Bank may from time to time specify to Subscriber in the Bank's sole and absolute discretion;
- (k) the Subscriber shall access and/or use the Connectivity Channel(s) strictly in connection with the Subscriber's business, services or products in the manner required by the Bank from time to time, and only for purposes that are permitted by Applicable Laws;
- (l) the Subscriber shall bear all risks arising from the use of any Connectivity Channel, and also perform and ratify any contract entered into with or action taken by the Bank as the result of any communications from or purportedly from the Subscriber or otherwise referable to the Subscriber's Access Credential or such other form or means of identification as may be specified by the Bank in its absolute discretion from time to time;
- (m) the Bank is authorised to use any communications, processing or transaction system, or intermediary bank in providing any Connectivity Channel to the Subscriber;



- (n) the availability, functionality, scope, features and all other matters relating to the Connectivity Channel(s) shall be determined by the Bank from time to time in its sole and absolute discretion. Without limiting the generality of the foregoing, the Subscriber's selection of any Connectivity Channel shall be subject to availability and location serviceability from time to time;
- (o) the Subscriber shall not withdraw, cancel or make any changes to any Instructions once issued or following transmission via a Connectivity Channel, except as the Bank may permit in writing, and in any event subject to any additional policies and guidelines as may be notified to the Subscriber from time to time. Notwithstanding any of the foregoing, the Bank shall have the right to, at its sole and absolute discretion, cancel or decline to process or complete any such Instructions without providing any reason therefor, and the Bank also reserves the right to modify any mechanism of processing refunds or reversals from time to time;
- (p) the Subscriber shall be bound by all electronic communications, messages, documents and records generated by the Bank's systems, regardless whether situated in or outside of Singapore, in respect of any Connectivity Channel, which shall all be deemed to be valid, accurate and authentic, and final, conclusive and binding on the Subscriber;
- (q) the Subscriber shall be solely responsible for obtaining at its sole expense, all telecommunications services, computer equipment, software, and technical infrastructure necessary to connect to, use and integrate with any Connectivity Channel (and/or any application programming interface therein). The Bank does not provide such services, equipment, software, or support, and the Subscriber shall obtain these at its own cost and risk;
- (r) the Subscriber shall notify the Bank immediately upon receipt of any data and information through any Connectivity Channel which is not intended for the Subscriber. The Subscriber agrees that all such data or information shall be deleted from the Subscriber's Computer System immediately; and
- (s) the Subscriber shall at all times promptly provide the Bank with any information (including without limitation corporate, payment processing, transactional or other information) or other assistance as the Bank may from time to time require for the purposes of making available any Connectivity Channel, facilitating any Connectivity Channel, addressing or investigating any feedback complaints, claims, disputes or fraudulent activities, or for such other purposes relating or relevant thereto or as may be expressly notified to the Subscriber by the Bank from time to time. The Subscriber agrees that all information and other assistance provided by it to the Bank in connection with any Connectivity Channel shall comply with all formats, specifications, protocols and requirements as informed by the Bank from time to time.

4.2 In addition, the Subscriber:

- (a) shall promptly follow up on responses from the Bank that have been transmitted through the Connectivity Channel(s);
- (b) agrees and acknowledges that End-Users may subscribe to the Bank's services, products, features and/or functionalities through the Connectivity Channel(s);
- (c) shall, in relation to any Subscriber Application, unless otherwise agreed by the Bank in writing:
  - (i) notify and obtain consent from End-Users before their location data is collected, transmitted or otherwise used by the Subscriber Application which offer location-based services or functionality;

- (ii) ensure that the Subscriber either owns all content used in the Subscriber Application, or has obtained consent from the relevant content owners to use their content in the Subscriber Application; and
  - (iii) take all necessary steps and/or precautions to ensure that the Subscriber Application (whether using the Connectivity Channel(s) or not) are not mistaken or misrepresented as being the Bank's products or services. The Subscriber agrees that the Subscriber Application shall at all times be made available or provided as the Subscriber's application or service;
- (d) shall, in relation to any OCBC Communications, unless otherwise agreed by the Bank in writing:
  - (i) only use OCBC Communications for its internal purposes or such other purposes permitted by the Bank in writing;
  - (ii) not disclose, sell or transfer any OCBC Communications without the Bank's prior written consent;
  - (iii) exercise best endeavours to protect all OCBC Communications from unauthorised access, use and/or disclosure; and
  - (iv) immediately delete any and all OCBC Communications on the Bank's request;
- (e) shall, subject to Clause 9, permit the display of, conspicuously display and/or not obscure the display of, as the context permits, any trade names, trade marks, logos, domain names and/or other attributions to the Bank's brand which are automatically generated via the use of the Connectivity Channel(s). The Subscriber agrees that the Bank has the sole right and discretion to determine whether the Subscriber's adherence to the foregoing and/or such attributions are satisfactory;
- (f) shall ensure that it has implemented reasonable security arrangements (including, where appropriate, physical, administrative, procedural and technology measures) to prevent any unauthorised, accidental or unlawful access to the Subscriber's software, systems, networks or servers; and
- (g) shall not, save as otherwise expressly agreed by the Bank in writing and unless permitted by Applicable Laws:
  - (i) impersonate any person to falsely state or otherwise misrepresent the Subscriber's affiliation with any person;
  - (ii) send, distribute or upload via any Connectivity Channel, in any way, data or materials that contain viruses, malicious code or harmful components that may impair or damage the operation of any computer or equipment;
  - (iii) insert a hyperlink to, or establish frames of, any Connectivity Channel (or any part thereof, including any webpages, images, video, audio, graphics, text, code, program and/or any other material on the Connectivity Channel) on any other website or webpage or "mirror" any material contained on the Connectivity Channel on any other server;
  - (iv) post, promote or transmit through the Connectivity Channel(s) any unlawful, harassing, libellous, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature;

- (v) copy, reproduce, distribute, modify, transmit, reuse, re-post, or use any part of any Connectivity Channel;
- (vi) sell, resell, assign, sublicense, distribute, transmit, publicly display, rent, lease, lend, export, offer on a "pay-per-use" basis or publish the Connectivity Channels or any part thereof in any form by any means to any third party, for monetary benefit or any other consideration;
- (vii) interfere with or disrupt any Connectivity Channel or the servers or networks providing the Connectivity Channel or any part thereof;
- (viii) decompile, reverse compile, disassemble, reverse engineer, extract or derive the source code of, or attempt to decompile, reverse compile, disassemble, reverse engineer, extract or derive the source code of, any Connectivity Channel, or any part thereof;
- (ix) pre-fetch, cache, index or store any OCBC Communications, or carry out any data mining, data compilation or data extraction, for the purposes of statistical or trade analysis or otherwise, based on or in connection with any OCBC Communications or in relation to any Connectivity Channel, except that the Subscriber may store limited amounts of OCBC Communications which is strictly necessary for the sole purpose of processing the Subscriber Transaction of improving the performance of the Subscriber Applications due to network latency (and not for the purpose of preventing the Bank from accurately tracking usage), and only if such storage is temporary, is secure, does not manipulate or aggregate any part of the OCBC Communications or any Connectivity Channel and does not modify attribution to the Bank in any way;
- (x) data mine, compile or extract any security credentials, passwords, unique login identification names or codes which identifies the End-Users and which have been issued by the Bank or assigned by End-Users in connection with any services, products, features and/or functionalities offered by the Bank;
- (xi) use any Connectivity Channel in connection with any services, products, features and/or functionalities that are not offered by the Bank;
- (xii) use any Connectivity Channel and/or OCBC Communications in a manner which: (A) contravenes any Applicable Laws; or (B) promotes or facilitates any form of material or activity which the Bank deems objectionable or would subject the Bank to reputational risk, including, without limitation, gambling, obscenity, pornography, prostitution, drugs, crime, cruelty, violence and any other materials or activities; and/or
- (xiii) delete or alter any trade names, trade marks, logos, domain names and/or other attribution to the Bank's brand, which are provided due to the use of any Connectivity Channel.

4.3 In addition, in respect of any Instruction relating to a Remittance, the Subscriber agrees and acknowledges as follows:

- (a) the Subscriber shall ensure that the Instruction is issued in the manner and form acceptable to the Bank;
- (b) unless otherwise expressly agreed between the Bank and the Subscriber, the Bank shall not be obliged to advise and/or notify the Subscriber (and/or the relevant Account

Holder and/or any End-User, as the case may be) of any debit(s) and/or credit(s) so effected in connection with the Instruction;

- (c) without prejudice to any other provision of these Terms, the Bank shall not be liable for any Loss suffered or incurred by the Subscriber (and/or the relevant Account Holder and/or any End-User, as the case may be) or to the beneficiary arising from any delay in or inability to effect the transfer or in the receipt of funds by the beneficiary owing to any event beyond the Bank's control or through no fault of the Bank;
- (d) the Bank shall have the right to disclose such information relating to the Subscriber, the beneficiary, the presenting bank (in the case where the use of a Connectivity Channel relates to an Instrument, and including without limitation any intermediary or beneficiary bank) the agent and/or correspondent as the Bank may think fit and the Subscriber irrevocably consents and authorises such disclosure by the Bank;
- (e) subject to Applicable Laws, the Bank shall have the right to, in its sole and absolute discretion:
  - (i) provide on the face of any Instrument a validity period. If the Instrument is not presented for payment within its stated validity period, the Bank in its sole and absolute discretion may credit to the Relevant Account the face value of that Instrument (less related Service Charges and Reimbursable Amounts);
  - (ii) decline to honour any Instrument which it regards as not having been presented within a reasonable time, and/or credit to the Relevant Account the amount of any Instrument which the Bank does not so honour; and/or
  - (iii) honour any Instrument even if that Instrument is not presented within a reasonable time or by a stated validity period;
- (f) any Instruction sent or purported to be sent by the Subscriber (and/or the relevant Account Holder and/or any End-User, as the case may be) to the Bank through any Connectivity Channel shall be considered received by the Bank only upon the Bank issuing a notification acknowledging its receipt of such Instruction, regardless of when such Instruction is actually sent to the Bank. The Bank does not guarantee receipt of any Instruction sent through any Connectivity Channel;
- (g) the Instruction shall be carried out by the Bank and acted upon by the agent or correspondent subject to the rules and procedures of the place where or through which they are to be executed. The Bank (including the agent or correspondent) may refuse to execute the Instructions if in their opinion they are contrary to any Applicable Law, rule or other regulatory requirement. The Bank shall not be liable for any errors, delay or default of any agent or correspondent used to effect the transfer;
- (h) the Subscriber shall procure that the sum representing the aggregate face value of all Remittances to be made under the Instruction (when aggregated with any other outstanding Instruction in respect of which the Relevant Account has not yet been debited), plus the related Service Charges and Reimbursable Amounts, is standing to the credit of the Account to be debited on the day which the Remittance is to be made. If the relevant sum is not standing to the credit of the Relevant Account on that day, the Bank shall have no obligation to effect the relevant Instruction but may subject to Applicable Laws, in the Bank's sole and absolute discretion do so (whether by debiting any other Account or otherwise) and the Subscriber shall be liable to the Bank for the face value of such Remittance and for all related Service Charges and Reimbursable Amounts;

- (i) immediately upon receiving the Instruction, the Bank shall be authorised to debit the Relevant Account(s) by the amount(s) specified in the Instruction (plus all applicable Service Charges and Reimbursable Amounts) and effect payment to the relevant Payees. In effecting any such payment, the Bank shall not be obliged to identify the actual account number(s) of the Payees, but may rely on such account proxy identifiers and proxy payment platforms as the Bank may see fit (including without limitation, such identifiers used in connection with the proxy payment services), and/or third party payment providers to effect such payments. The Bank shall have the right to (but shall not be obliged to) effect such debits from the Account(s) notwithstanding that to do so may result in any overdraft or an increase of any overdraft resulting therefrom. In addition, the Subscriber agrees (and, if the Instruction is an End-User Instruction, shall also procure that the End-User agrees) to be bound by any terms and conditions (as well as any limitations or exclusions of liability) that may apply in relation to the use of such proxy identifiers, platforms and/or third party payment providers. Further, the Bank shall not be obliged to transfer the requested amounts to the intended recipient (regardless of whether such transfer is to the intended recipient's designated bank account or e-wallet);
- (j) the Bank shall not be required to ascertain or verify that any particulars or information contained in the Instruction is accurate or correct, nor shall the Bank be required to compare or match the payment against any sum(s) previously paid by the payee to the Subscriber or End-User (as applicable) or the purposes of any payment. Without limiting the generality of the foregoing, in making any payment, the Bank shall have no obligation to ensure that: (i) the payee has any legal or other right to receive any payment authorised by the Subscriber or End-User (as applicable) under any Instruction; (ii) the amounts paid by the Bank match any previous payments by the payee to the Subscriber or End-User (as applicable) or at all; (iii) the actual payee of funds paid pursuant to any Instruction is indeed the person or party intended as the payee by the Subscriber or End-User (as applicable), or that the account number, e-wallet or account proxy identifier is that of such intended payee; (iv) the account or e-wallet of the payee is active and in good standing; and/or (v) there have not been any changes to the holders of the account or e-wallet of the payee or any mandates relating thereto;
- (k) notwithstanding anything in these Terms, the Bank is not obliged to act on the Instruction when there are insufficient funds in the Relevant Account(s) with the Bank or if any applicable facility limit is exceeded or when any conditions relevant to effecting such Instructions have not been fulfilled or fully complied with or if the Bank is prevented by law or any attachment or court order or restraint or has other lawful reason from complying with any Instruction given or purported to be given by the Subscriber or where such Instruction is not compliant with the Bank's specifications or protocols or is erroneous, corrupted, garbled, vague, unclear or incomplete. If the Bank shall nevertheless have carried out or acted upon any such Instruction, the Subscriber agrees that the Bank shall not be liable for any Loss suffered or incurred by Subscriber (and/or the relevant Account Holder, as the case may be);
- (l) upon becoming aware that an Instrument has been lost before being received by the designated beneficiary, the Subscriber may issue an Instruction to the Bank to (i) stop payment in accordance with these Terms and/or (ii) issue a new Instrument in favour of the same designated beneficiary(ies) of the lost Instrument. Such request will be regarded as a new Instruction to the Bank. This issue of a new Instrument shall be made in accordance with these Terms and such other terms and conditions as the Bank may in its sole and absolute discretion prescribe from time to time;
- (m) to comply with MAS Notice 626 – Prevention of Money Laundering and Countering the Financing of Terrorism, with effect from 1 July 2007, all wire transfer messages would need to include the Account Holder's name, account number and address/unique identifier number; and

- (n) if the Subscriber informs the Bank that the Subscriber wishes to recall, cancel, countermand, stop payment, and/or amend any Instruction (each a **"Relevant Request"**):
- (i) the Bank shall have no obligation to act on any Relevant Request;
  - (ii) the Subscriber must do so in a manner which meets the Bank's requirements, including as to Documentation, and the Bank may in its sole and absolute discretion use its reasonable endeavours to assist the Subscriber in relation to any such Relevant Request, but shall be under no obligation to do so;
  - (iii) any Relevant Request by the Subscriber shall be subject to such conditions as the Bank may impose, including without limitation under the Business Account T&Cs;
  - (iv) the Bank does not warrant nor undertake that the Relevant Request will be successfully effected. Where the Relevant Request is considered or undertaken by the Bank (which shall be in the Bank's sole and absolute discretion), the Subscriber irrevocably and unconditionally agrees: (i) to indemnify and at all times keep the Bank indemnified against any Loss whatsoever which may be incurred or suffered by the Bank as a result thereof; and (ii) that the Bank shall not be liable for any failure to do so howsoever arising;
  - (v) the Bank is authorised, in accordance with the Relevant Request, to credit an Account with the face value of the relevant Instrument, Remittance or other payment (less related Service Charges and Reimbursable Amounts). If the Bank credits an Account in compliance with a Subscriber's Instruction, the Bank shall have the right to debit any amount which the Bank pays to the intended beneficiary or any third party in respect of the Instrument, Remittance or other payment in connection with the Relevant Request; and
  - (vi) if the Bank issues a new Instrument in compliance with a Subscriber's Instruction, the Bank shall be entitled to make payment on, and debit an Account in respect of both the original and the new Instrument if they are presented for payment, and the Subscriber shall indemnify the Bank for any Loss the Bank incurs as a result of such double payment.
- 4.4 The Subscriber agrees and acknowledges that access and/or use of some software components used in the Connectivity Channel(s) may be offered under third party licences, and the Subscriber agrees to be bound by any additional terms under any such third party licences.
- 4.5 The Subscriber is solely responsible for: (a) any and all Subscriber Transactions and/or any services or products for or in connection with such Subscriber Transaction, including delivery, support, refunds, returns and any other ancillary services or products; and (b) its use, control, ownership and/or operation of any Subscriber Application.
- 4.6 The Bank is under no obligation to monitor or review discussions, messages, blogs, chats, postings, transmissions, bulletin boards, and the like on or accessible through the Connectivity Channel(s), and the Bank assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in any applications or content within such locations. Any hyperlink to any other website or webpage is not an endorsement or verification of such website or webpage and should only be accessed at the Subscriber's own risk.

- 4.7 The Bank shall have the right from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, any Connectivity Channel and/or Access Credential, and shall not be liable if any such upgrade, modification, suspension or alteration prevents the Subscriber from accessing the Connectivity Channel and/or Access Credential, or any part or feature thereof respectively or for any loss or damage suffered thereby. For the avoidance of doubt, the Bank has the right at any time and without prior notification therefor to: (a) refuse to make available any Connectivity Channel and/or Access Credential; and/or (b) immediately suspend or terminate the availability of any Connectivity Channel and/or Access Credential at its sole and absolute discretion.
- 4.8 The Connectivity Channel may use software and/or other technology, including those that may be provided by third party providers, for identification purposes and/or detection of any computer virus or other malicious, destructive or corrupting code, agent, programme, macros or other software routine or hardware components designed to permit unauthorised access on any computer, hardware, system, software, application or device (including any Computer System or Access Credential).
- 4.9 The Bank shall have the right, but shall not be obliged to: (a) monitor, screen or otherwise control any activity or services; (b) investigate any violation of these Terms and take any action it deems appropriate; (c) prevent or restrict the Subscriber's use and/or access to the Connectivity Channel; and/or (d) report any activity it suspects to be in violation of any Applicable Law to the appropriate authorities and to cooperate with such authorities.
- 4.10 Without prejudice to any other provision under these Terms, any breach of any provision under this Clause 4 shall result in immediate and automatic termination of all rights and licences granted under this Clause 4. Any and all use restrictions set out under this Clause 4 shall survive the termination of these Terms.
- 4.11 For the avoidance of doubt, save for the rights expressly set out in these Terms, no further rights are granted to the Subscriber and the Bank reserves all rights not granted under these Terms.

## **5. CONSENT FOR DISCLOSURE, ETC**

- 5.1 The Subscriber hereby expressly and irrevocably permits and authorises the Bank as well as any of the Bank's employees, agents, officials and officers for the transfer, disclosure, divulging or revealing at any time in such manner and under such circumstances as the Bank deems necessary or expedient in its sole and absolute discretion without prior reference to the Subscriber:
- (a) of any information whatsoever relating to the Subscriber and any customer information to and between any person at any time and from to time, including but not limited to: (i) the branches, subsidiaries, representative offices, affiliates and agents of the Bank; (ii) any member of the OCBC Group; and/or (iii) third parties selected by the Bank and/or any of the entities referenced in (i) or (ii) wherever situated (including but not limited to any of the entities referenced in Clause 13.18), for confidential use in connection with the provision of any Connectivity Channel to the Subscriber, including without limitation for data processing purposes; and/or
  - (b) of any information whatsoever regarding the money or otherwise particulars of the Subscriber or the relevant Account Holder's Account(s) including any Access Credential where applicable to any person at any time and from to time, including but not limited to: (i) any person purporting to be the Subscriber and/or Account Holder upon verification of his identity by the Bank to its satisfaction in accordance with its prevailing procedure; (ii) any Relevant Person or to any third party which the Subscriber (or any person using any Access Credential purported to be the Subscriber and/or

Account Holder) may from time to time wish to transact with whether directly or indirectly, via the use of Connectivity Channel(s), and vice versa; (iii) any person as may be necessary or appropriate or that may arise from the use or access (whether or not authorised) in relation to the operation of any Connectivity Channel(s) made available to the Subscriber (including but not limited to any of the entities referenced in Clause 13.18); and/or (iv) any person notified to the Bank from time to time by the Subscriber.

- 5.2 The Subscriber acknowledges and accepts the possibility that there may be from time to time inadvertent disclosures by the Bank and/or any of its employees, agents, officials and officers of information regarding the Subscriber, the monies or any other relevant particulars of the Account(s) of the Subscriber and/or the Account Holder (as the case may be) with the Bank, in the course of providing information relevant to transactions, instructions, communications or operations effected or purported to be effected by the Subscriber or any person purporting to be the Subscriber and/or Account Holder using or with the use of any Connectivity Channel, and the Subscriber hereby waives all its rights and remedies against the Bank for such inadvertent disclosures.
- 5.3 This Clause 5 (including without limitation the Bank's authority to transfer, disclose, divulge or reveal information as set out herein) shall survive the termination of these Terms.

## **6. INTELLECTUAL PROPERTY**

- 6.1 Where applicable and subject always to the Subscriber's continuing and full compliance with these Terms, the Bank hereby grants to the Subscriber, a personal, revocable, non-sublicensable, nonexclusive, non-transferable licence to use each Software for the purposes of transmitting Instructions and/or using any Connectivity Channel (as selected by the Subscriber in the Documentation and accepted by the Bank in its sole and absolute discretion).
- 6.2 The Subscriber acknowledges and agrees that:
- (a) all Intellectual Property Rights in and to any and all documentation, the Bank's Computer Systems, Connectivity Channels, OCBC Communications, Materials, Software, Access Credentials, and any other thing forming part of or used in relation to any Connectivity Channel (including without limitation any information, instructions, payment orders, messages and other communications transmitted by the Bank on the Subscriber's behalf, including, without limitation the Bank's website(s), and all contents and any updates thereof) are owned by either the OCBC Group or the relevant Third Parties and the Subscriber does not have any right, title or interest in such Intellectual Property Rights;
  - (b) the trade marks, logos, and service marks (collectively, "**Trade Marks**") displayed in connection with any Connectivity Channel and/or OCBC Communications are registered and unregistered Trade Marks of the Bank or where applicable, other third party proprietors. No right or licence is given to any party accessing the same to reproduce or use any such Trade Marks. In the event that any enhancements, derivatives, changes, modifications, alterations or adaptations of or to any Connectivity Channel and/or OCBC Communications in whatever form or medium (collectively, "**Derivative Works**"), are made, created, developed, or acquired by the Subscriber (whether or not authorised under these Terms or whether or not permitted by the Bank) all rights, title and interest (including intellectual property rights) in all countries of the world, whether vested, contingent or future, in and to such Derivative Works shall belong exclusively to the Bank. This clause shall survive the termination of these Terms;



- (c) the OCBC Group may obtain information, data and statistics in the course of providing any Connectivity Channel and the OCBC Group shall own all Intellectual Property Rights thereto. The Subscriber hereby agrees not to do anything which interferes with, disrupts or otherwise adversely affects any Intellectual Property Rights forming part of or used in relation to any Connectivity Channel; and
  - (d) the Subscriber shall not acquire any rights in respect of Intellectual Property Rights of the Bank or any Connectivity Channel (including without limitation any of the Bank's names, logos or marks, nor in relation to any transactional or other data arising in connection with any Connectivity Channel).
- 6.3 In using and/or accessing any Connectivity Channel, the Subscriber shall not alter or remove any copyright or other proprietary notices contained therein.

## **7. EQUIPMENT**

- 7.1 If in connection with these Terms, the Subscriber operates equipment (including hardware and security devices), the Subscriber agrees that:
- (a) it shall ensure the security, proper use and maintenance of the equipment;
  - (b) if the Bank supplies equipment: (i) the Bank shall remain the owner; and (ii) the Subscriber is responsible for equipment supplied by the Bank and the Subscriber shall: (1) use such equipment solely in the manner specified in the Materials and in connection with the relevant Connectivity Channel(s); (2) not remove or modify any name or other identifying mark on the equipment; and (3) maintain any equipment supplied by the Bank (at the Subscriber's expense) according to the applicable installation and operating manuals and to applicable building and electrical and code requirements;
  - (c) if equipment not supplied by the Bank is used by the Subscriber: (i) the Subscriber shall only use equipment of a type approved by the Bank; and (ii) maintain and use such equipment in the manner specified in the Materials and Procedures and in connection with the relevant Connectivity Channel(s); and
  - (d) the Subscriber shall ensure that equipment operated by the Subscriber (whether or not supplied by the Bank) is virus-free and that no virus will be transmitted from the equipment as a result of the Subscriber's use of the equipment.

## **8. TERMINATION, ETC**

- 8.1 In addition to and without prejudice to any rights or remedies of the Bank at law or in equity, the Bank shall have the right to terminate these Terms upon 30 days' prior written notice to the Subscriber.
- 8.2 If the Subscriber wishes to terminate any Connectivity Channel, the Subscriber shall provide written instructions of the same to the Bank, and the Subscriber shall comply with such Procedures in connection therewith as the Bank may specify.
- 8.3 Notwithstanding any provision under these Terms, to the maximum extent permitted under Applicable Laws, the Bank shall have the right to, at any time and in any manner as the Bank in its sole and absolute discretion considers appropriate, without giving any reason and with or without notice to the Subscriber as the Bank determines and without liability whatsoever change, terminate, restrict, block and/or suspend:

- (a) any Connectivity Channel and/or Access Credential, whether in whole or in part, including without limitation the content, offerings, services, products and/or functionalities thereof;
  - (b) the modes, methods or channels available for accessing any Connectivity Channel and/or Access Credential;
  - (c) any operating system, software, or feature that is part of or supports any Connectivity Channel and/or Access Credential; and/or
  - (d) any particular Subscriber's and/or End-User's access and/or use of any Connectivity Channel and/or any Access Credential.
- 8.4 The Subscriber may terminate any Connectivity Channel and/or these Terms, by giving 30 days' notice in writing to the Bank (including not less than 30 days' written notice before the stated commencement date of any revised Service Charges, if applicable).
- 8.5 Without prejudice to any other provisions under these Terms, any Connectivity Channel and/or these Terms, or any part thereof respectively, may also be terminated:
- (a) by the Bank immediately:
    - (i) if there is any actual or suspected cybersecurity incident affecting any equipment, network, system, Computer System, or software (including any Access Credential) used in connection with any Connectivity Channel, whether belonging to the Bank or not including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, internet service, telecommunication or other communications network or system or any part of the electronic fund transfer system;
    - (ii) if there is a material adverse change in the Subscriber's financial condition as determined by the Bank in its sole discretion;
    - (iii) if the Subscriber fails to comply in any material respect with its obligations under these Terms; and/or
    - (iv) if any of the Relevant Accounts are terminated; or
  - (b) automatically, if it becomes contrary to any Applicable Law or directive from any competent authority for any party to perform or comply with its obligations under these Terms.
- 8.6 Upon termination of a Connectivity Channel and/or these Terms for any reason whatsoever:
- (a) all rights and/or licences granted to the Subscriber under the relevant Connectivity Channel or these Terms (as the case may be) shall immediately cease and terminate; and
  - (b) any fee(s) in respect of such termination as set out in the Pricing Guidelines shall be due and payable by Subscriber to the Bank in the manner and to such account(s) as may from time to time be designated in writing by the Bank.
- 8.7 For the avoidance of doubt, termination of these Terms and/or a Connectivity Channel (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such

termination, and the suspension or termination of any Connectivity Channel shall be without prejudice to the right of the Bank to settle any transactions entered into, or to settle any liability incurred by the Subscriber under these Terms or by the Bank on behalf of the Subscriber prior to such suspension or termination (as the case may be).

## **9. ADVERTISING**

- 9.1 The Subscriber shall not display the name, trade mark or service mark of the Bank without the prior written approval of the Bank. The Subscriber shall not advertise or promote any Connectivity Channel without the Bank's prior written consent.

## **10. REPRESENTATIONS AND WARRANTIES**

- 10.1 The Subscriber acknowledges and agrees both on behalf of itself and each of its End-Users (as applicable) that the use of any OCBC Communications and/or any Connectivity Channel is at its sole risk.
- 10.2 The Subscriber hereby represents, warrants and undertakes to the Bank that throughout the term of these Terms:
- (a) the Subscriber and the Bank will not be in breach of any Applicable Laws as a result of the Subscriber: (i) operating, accessing or using any Connectivity Channel; and/or (ii) submitting any Instruction, communicating or taking any other action directly or indirectly through the use of any Connectivity Channel;
  - (b) the Subscriber has fully disclosed in writing to the Bank all information and particulars which are material and/or relevant for disclosure to the Bank for the purpose of these Terms, any Connectivity Channel, any Instruction, or any arrangement contemplated by or pursuant to these Terms;
  - (c) the Subscriber has obtained all necessary consents and authorisations required to open, operate, access or use the Connectivity Channel(s) and to perform all of its obligations under these Terms;
  - (d) the Subscriber has full legal capacity, power, authority and right to enter into and exercise its rights and perform its obligations under these Terms;
  - (e) unless the Subscriber has disclosed that it is acting in a trustee capacity or on behalf of another party (with proper authority demonstrated to the satisfaction of the Bank), the Subscriber is acting on its own behalf in agreeing to be bound by these Terms;
  - (f) if the Subscriber is: (i) a company or a business, it is duly organised and validly existing under the laws in which the Subscriber is incorporated; or (ii) an individual, it is of full age and sound mind;
  - (g) these Terms and arrangements contemplated by or pursuant to these Terms constitute legal, valid and binding obligations which are enforceable against the Subscriber; and
  - (h) the Subscriber is entering into these Terms and is opening, operating, accessing and using any Connectivity Channel in the course of business and it is not dealing as a consumer.

## **11. DISCLAIMERS OF LIABILITIES**

11.1 The Subscriber agrees and acknowledges that:

- (a) each of the Connectivity Channel, OCBC Communications, Software, and Access Credentials are provided on an "AS IS" and "AS AVAILABLE" basis with no warranty of any kind (whether implied or otherwise); and
- (b) no warranties, whether 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, freedom from errors, omissions, defects, computer virus or other malicious, destructive or corrupting code, agent, program code or macros, currency, reliability, performance, security, fitness for a particular purpose, continued availability, or inter-operability with other systems or services or data, or that the Connectivity Channel(s) will meet any service level requirements of the Subscriber, are given by the Bank in connection with any Instruction, Connectivity Channel, OCBC Communications, Software, Access Credential(s), any communication, processing or transaction system provided and/or used by the Bank, and/or the information and materials contained in the Bank's website for accessing any Connectivity Channel, including without limitation text, graphics, links or other items.

11.2 The Subscriber further acknowledges and agrees both on behalf of itself and its End-Users (as applicable) that each of the Connectivity Channel may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, and to the maximum extent permitted under Applicable Laws, the Bank shall not be responsible for any delays, delivery failures, Loss or other damages in connection with such problems.

11.3 While the Bank may use its reasonable endeavours to ensure that, to the extent required under Applicable Laws, all information transmitted using a Connectivity Channel is secure and cannot be accessed by unauthorised third parties, to the maximum extent permitted under Applicable Laws, the Bank does not warrant the security of any information transmitted by or to the Subscriber using any Connectivity Channel.

11.4 Notwithstanding anything to the contrary in these Terms, to the maximum extent permitted under Applicable Law, the Bank shall not be responsible or liable for any Loss or other consequences suffered or incurred by the Subscriber or any third party in connection with any Connectivity Channel, including without limitation in connection with and/or arising from:

- (a) the Subscriber's own act, omission, default, negligence, misconduct, and/or failure to perform its obligations under these Terms;
- (b) the Subscriber's incorrect selection of any Connectivity Channel;
- (c) any access and/or use of, or inability to access and/or use, or misuse or unauthorised use of, the Connectivity Channel and/or Access Credentials, whether by the Subscriber or otherwise, and whether or not authorised by the Subscriber, including without limitation in connection with any third party software;
- (d) the provision of any Connectivity Channel, and/or any restrictions thereto;
- (e) any failure to accept or act on, or for errors or delays or defaults of any kind in accepting, or acting on, any Instructions to debit or credit any amount in connection with or pursuant to any Connectivity Channel;
- (f) the suspension, termination or discontinuance of any Connectivity Channel;

- (g) any loss, theft or disclosure of any Access Credential;
- (h) any products, services, software and/or content obtained, and/or purchased from or rendered by any third party service provider(s)/parties available from, accessible through or provided as part of, ancillary to or in conjunction with the Connectivity Channel(s), including without limitation any failure by such third party service provider(s)/parties to deliver, maintain and/or support the same;
- (i) the Bank acting, delaying to act or omitting to act, including without limitation on any Instructions, whether or not such Instructions are submitted through any Connectivity Channel and/or are given by unauthorised persons;
- (j) any Relevant Request;
- (k) any Instruction, OCBC Communication, communication, transmission and/or transaction (including, without limitation, any erroneous transfer, mismatch of payee/payor, inaccuracy, misunderstanding, interruption, error or delay or other failure relating to the same, whether on the part of the Bank or Subscriber, and whatever the cause may be);
- (l) any unauthentic, inaccurate, duplicated, incomplete, out-of-date and erroneous transmission of Instructions that might be transmitted through any media, or transmission by the Bank of any data or information through the Connectivity Channel(s), or the sharing of any information provided through the Connectivity Channel(s), by the Subscriber or any of its authorised user or any End-User;
- (m) any unauthorised access to, destruction or alteration of Instructions or any other data or information transmitted or received through Connectivity Channel(s);
- (n) any inaccuracy, mistake, unavailability, interference, disruption, delay, misdelivery, malfunction, breakdown, error or failure in: (i) instructions and/or communication (including without limitation any OCBC Communication); (ii) any Connectivity Channel; (iii) any Software; (iv) any equipment supplied to the Subscriber by the Bank; (v) the Subscriber's Computer System or hardware or any other device; and/or (vi) any equipment, network, system, Computer System, or software (including any Access Credential) used in connection with any Connectivity Channel, whether belonging to the Bank or not including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, internet service, telecommunication or other communications network or system or any part of the electronic fund transfer system;
- (o) any omission by the Bank to provide any OCBC Communication, or any other matter relating to or in connection with OCBC Communication;
- (p) any computer viruses or other malicious, destructive or corrupting code, agent, programme, macros or other software routine or hardware components designed to permit unauthorised access;
- (q) any unauthorised access and/or use of the Subscriber or relevant Account Holder's personal computers or other access devices (including without limitation mobile phone, television and electronic wearables);
- (r) any diminution in value of the funds credited or debited from the Account(s) due to taxes and/or depreciation and/or currency fluctuations;
- (s) any unavailability of the funds credited or debited from the Account(s) due to restrictions (howsoever arising) on convertibility, requisitions, involuntary transfers,

distraints of any character, exercise of governmental or military powers, war, strikes or other causes beyond the Bank's reasonable control;

- (t) lost and/or damaged Instruments;
- (u) the Bank making any payments against any counterfeit or altered Instruments, whether or not the alterations and/or forgery could be easily detected or due to the Subscriber's negligence;
- (v) the Subscriber's failure to ensure that Instruments are properly drawn or are protected against unauthorised alteration or fraud;
- (w) any failure by the Subscriber to follow the latest or current instructions, procedures and directions for using Connectivity Channel(s), and/or any refusal by the Bank to act as a result thereof;
- (x) any fraudulent act by any person, including without limitation any forgery of the Subscriber's and/or Account Holder's signature and/or any impersonation of the Subscriber and/or Account Holder;
- (y) any act or omission (including without limitation any negligence or wilful misconduct) or bankruptcy or insolvency of any Third Party or any agent, subcontractor, service provider, nominee, correspondent or counterparty used by the Bank;
- (z) the disclosure, divulging or revealing of any information concerning the Subscriber, the Account(s), and/or any Connectivity Channel, whether or not such disclosure is inadvertent or occurs as a result of any unauthorised access or otherwise;
- (aa) any acts, statements (express or implied) or omission of the Bank or its agents, officers, delegates or employees in exercising any of the Bank's rights under these Terms;
- (bb) any loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or, loss of value of any equipment or software or any indirect, incidental or consequential loss or damages, even if advised of the possibility of such loss or damages;
- (cc) any matters or Losses disclaimed in these Terms;
- (dd) any actions taken by the Bank which it in its sole and absolute discretion considers appropriate so as to comply with any Applicable Laws, request of a public or regulatory authority or any policy of the Bank; and/or
- (ee) any arrangements with the Bank for withdrawal orders to not be in writing.

11.5 Where an Instruction includes the forwarding or delivery (whether by hand, by post or otherwise) of any Instrument, the Bank shall not be held liable or responsible for any Loss that the Subscriber or other persons including a beneficiary of the Instrument may suffer or incur as a result of the loss of or damage to the Instrument or any delay in the delivery of the Instrument.

11.6 The Subscriber agrees that: (a) any obligations under these Terms in respect of any Connectivity Channel may only be satisfied by recourse to the member of the OCBC Group that provides the Connectivity Channel; and (b) it shall not take any steps to recover or seek recourse in respect of any obligations of a branch of the Bank or a member of the OCBC Group under these Terms from or against any other branches of the Bank, any other members of the OCBC Group or any subsidiary or affiliate of any member of the OCBC Group.

- 11.7 To the extent not excluded or if any liability cannot be excluded under any Applicable Laws, the Bank's maximum aggregate liability for all Losses under, arising out of or relating to these Terms, whether based on an action or claim in contract, negligence, tort or otherwise, shall not exceed the amount equivalent to the total sums received by the Bank from the Subscriber, by way of payment for Service Charges, in the 12 months preceding the first event or occurrence giving rise to any damages or liability. Unpaid fees, claimed by the Bank and which are due under these Terms, shall not be considered damages subject to the foregoing liability cap and shall not count against or reduce the amounts available under it. The aforesaid shall be the Subscriber's sole and exclusive remedy and the Bank's entire aggregate liability for any breach of any obligations of the Bank relating to these Terms.
- 11.8 The Subscriber shall have a duty to use at least commercially reasonable efforts to mitigate any liability suffered by the Bank in connection with these Terms. The Subscriber agrees and acknowledges that the Subscriber shall be solely responsible for taking all necessary steps and precautions to ensure, and to maintain in the event of loss for any reason, the integrity and the security of the data of the Subscriber.

## **12. INDEMNITIES**

- 12.1 The Subscriber shall indemnify the Bank, its affiliates, subsidiaries, branches (regardless of jurisdiction), each member of the OCBC Group and their respective officers, employees, nominees and agents promptly on a full indemnity basis from and against all Loss (including 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 they may sustain or incur directly or indirectly in connection with the execution, performance or enforcement of these Terms or any other agreement, and/or any Connectivity Channel, including without limitation:
- (a) any act or omission by the Subscriber;
  - (b) any negligent act or omission or wilful default, misconduct or fraud of the Subscriber;
  - (c) any breach by the Subscriber of any one or more provisions, obligations, representations and/or warranties in these Terms;
  - (d) any act, omission, breach, or non-performance of any of Subscriber's service provider(s) and/or subcontractor(s), including their respective employee(s) or agent(s);
  - (e) any contravention of any Applicable Laws, regulations or guidelines by the Subscriber, including without limitation any data protection, privacy or confidentiality laws in any relevant jurisdictions, whether arising on account of the actions of the Subscriber or otherwise howsoever;
  - (f) these Terms;
  - (g) the access and/or use of: (i) the Connectivity Channel(s) and/or any Access Credential; (ii) any device through which any of the Connectivity Channel(s) and/or Access Credential are accessed by the Subscriber, its authorised user or any third party, including without any limitation, any Loss from the access of any account information, transfer of any funds and/or performance of any banking transactions in connection with any Account(s) and/or the receipt or payment of any monies;
  - (h) any Subscriber Transaction;
  - (i) any Subscriber Application;

- (j) any access and/or use of Connectivity Channel(s) by the Subscriber, any End-User and/or third parties;
- (k) any sharing of any information provided through the Connectivity Channel(s) by the Subscriber or its authorised user;
- (l) the access of any account information, transfer of any funds and/or performance of any transactions in connection with any Account(s) and/or the receipt or payment of any monies belonging to the Subscriber, whether or not authorised by the Subscriber;
- (m) the use, misuse or purported use or misuse of the Connectivity Channel(s) due to failure of software or failure of security or failure of computer peripherals not provided by the Bank;
- (n) any computer viruses or other malicious, destructive or corrupting code, agent, programme, macros or other software routine or hardware components designed to permit unauthorised access introduced by the Subscriber, which may interfere with or compromise the security when using Connectivity Channel(s);
- (o) the Bank as collecting bank relying upon or guaranteeing any endorsement or discharge on any Instruments presented by the Subscriber for collection, and in all cases, such reliance or guarantee by the Bank shall be deemed to have been exercised at the Subscriber's express request;
- (p) the Bank accepting or acting on any Instructions received by the Bank under or in connection with the Connectivity Channel(s), or any in ability to do so, regardless of the manner in which such Instructions are submitted or communicated to the Bank;
- (q) the Bank taking, relying and acting upon or omitting to act on any Instructions given or purported to be given by the Subscriber and/or the relevant Account Holder and/or by any person(s) purporting to be the Subscriber's and/or an Account Holder's attorney, regardless of the circumstances prevailing at the time of such Instructions or the nature of the transaction and notwithstanding any error, misunderstanding, fraud or lack of clarity in the giving, receipt or the contents of such Instructions, including where the Bank believed in good faith that the Instructions or information were given in excess of the powers vested in the Subscriber and/or the relevant Account Holder or where the Bank believed that the Bank so acting would result in a breach of any duty imposed on the Bank;
- (r) the Bank's compliance with: (i) any Relevant Request, or issuance of a new Instrument, or in relation to the Bank honouring or failing to honour an Instrument after a stated validity period; or (ii) any Instructions or (iii) recovery of any payments;
- (s) any declarations made by the Subscriber to the Bank (including those made on any documentation submitted to the Bank) are false, misleading or incomplete and/or subsequently became false, misleading or incomplete;
- (t) failure by the Subscriber to pay or repay to the Bank on demand any sum due to the Bank (including all interest accrued thereon);
- (u) any arrangements with the Bank for withdrawal orders to not be in writing;
- (v) any disclosure of any information which the Subscriber has consented to the Bank and/or any of its personnel disclosing;



- (w) the enforcement by the Bank of any of its rights (including rights of sale, set off, recovering payment or enforcement proceedings) under or in connection with these Terms and/or any Connectivity Channel;
  - (x) any Instructions communicated or purportedly communicated by the Subscriber to the Bank notwithstanding that it is subsequently shown that such Instruction was not given by the Subscriber or the acting upon or carrying out of any such Instruction or the taking of steps in connection with or in reliance upon any such Instruction;
  - (y) the Bank using any system or means of communication or transmission in carrying out Instructions which results in the loss, delay, distortion or duplication of such instructions;
  - (z) inability of the Subscriber to perform any transaction due to limits set by the Bank from time to time;
  - (aa) lack of information or failure by the Subscriber to provide clear, necessary and complete information for completing the payment or transfers or performance of any transaction;
  - (bb) any lost, stolen or mislaid Instrument, Documentation, Access Credential, personal identification number(s) or advice, or other identification code(s) in relation to the Connectivity Channel(s), and any re-issuance or replacement of the same by the Bank; and/or
  - (cc) any claim by any third party arising from any circumstance specified above.
- 12.2 The indemnities provided to the Bank under this Clause 12 shall be in addition to, and not in derogation of, any other indemnities provided by the Subscriber to the Bank.
- 12.3 The Subscriber shall cooperate fully in the defence of any allegation or third party legal proceeding. The Bank shall have the right to assume the exclusive control and defence of any indemnified matter under this Clause 12.
- 12.4 These indemnities under this Clause 12 shall continue notwithstanding the termination of the banking relationship between the Bank and the Subscriber.

### **13. GENERAL**

- 13.1 **Complete and Accurate Information:** The Subscriber shall ensure that all information provided to the Bank is and remains true, accurate and complete and that it has not withheld any relevant information. Unless otherwise prescribed by the Bank, the Subscriber undertakes to keep the Bank informed in writing (or, in such other mode(s) and/or methods prescribed by the Bank in its sole and absolute discretion from time to time), within 30 days, of any changes in circumstances that may cause any of the information or particulars submitted to the Bank in relation to any Connectivity Channel to become incorrect or incomplete.
- 13.2 **Amendments:** The Bank shall have the right to at any time in its sole and absolute discretion and upon written notice to the Subscriber, amend any one or more of the provisions in these Terms, and/or make such amendments to the Documentation, Services Charges, and/or Pricing Guidelines as the Bank may in its sole and absolute discretion see fit from time to time.

Such amendments shall take effect from the date stated in the notice, or in the absence of such date, 30 days from the date of the notice. Where the Subscriber continues to use and/or operate any Connectivity Channel affected by such amendments after the effective date of such

amendments, the Subscriber shall be deemed to have agreed with and accepted the amendments, to the extent permitted by Applicable Laws. If the Subscriber does not accept any such changes/amendments, the Subscriber shall forthwith discontinue using and/or operating the Connectivity Channel(s) affected by such amendments.

The Bank shall have the right to notify the Subscriber of any such amendments by such means of communication as the Bank may determine in its sole and absolute discretion, which may include without limitation (a) publishing such amendments in the statements sent to the Subscriber; (b) displaying such amendments at the Bank's branches or automated teller machines; (c) posting the amendments on the Bank's website; (d) electronic mail or letter; (e) publishing such amendments in any newspapers; or (f) such other means of communication as the Bank may determine, which the Subscriber hereby agrees shall be sufficient notice for the purpose of this clause.

- 13.3 **Retroactive Effect:** In any case where the Subscriber and the Bank have taken any steps in relation to the provision of electronic financial services as described herein, it is agreed that, to the maximum extent permitted under Applicable Laws, these Terms shall govern the provision of those services even though it had not been entered into at the relevant time.
- 13.4 **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 the Subscriber or render the Bank responsible for any Loss arising therefrom.
- 13.5 **Records Conclusive:** The Subscriber acknowledges and agrees that the Bank's records and any records of the communications, transactions, instructions or operations made or performed, processed or effected through the Connectivity Channel(s) by the Subscriber or any person purporting to be the Subscriber, acting on the Subscriber's behalf or purportedly acting on the Subscriber's behalf, with or without the Subscriber's consent, or any record of communications, transactions, instructions or operations relating to the operation of the Connectivity Channel(s) and any record of any communications, transactions, instructions or operations maintained by the Bank or by any relevant person authorised by the Bank relating to or connected with the Connectivity Channel(s), shall be binding on the Subscriber for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations.
- 13.6 **Illegality and Severability:** If any one or more of the provisions in these Terms are deemed invalid, unlawful or unenforceable in any respect under any Applicable Laws, the validity, legality and enforceability of the remaining provisions of these Terms shall not in any way be affected or impaired.
- 13.7 **Confidential Information:** The Subscriber agrees, acknowledges, and undertakes as follows:
- (a) the Bank's Confidential Information is the exclusive, valuable and confidential property of the Bank;
  - (b) the Subscriber shall: (i) take reasonable precautions to safeguard the Bank's Confidential Information, and such precautions shall be no less stringent than those the Subscriber takes to protect its own confidential information; and (ii) use the Bank's Confidential Information solely to exercise its rights and perform its obligations under or in connection with these Terms, and shall not disclose to any person any Confidential Information except as permitted by these Terms;
  - (c) the Subscriber may disclose Confidential Information: (i) to its employees, officers, representatives or advisers on a need-to-know basis, provided that the Subscriber takes steps to ensure that its employees, officers, representatives or advisers to whom it discloses Confidential Information comply with this Clause 13.7; and (ii) as may be

required by Applicable Laws, to a court of competent jurisdiction or any governmental or regulatory authority;

- (d) when Confidential Information is no longer necessary for the Subscriber to perform any obligation under these Terms, the Subscriber shall, without undue delay, return such Confidential Information to the Bank (in the form and manner as the Bank may in its sole and absolute discretion specify) or destroy it at the Bank's request; and
- (e) the Subscriber shall immediately notify the Bank if the Subscriber has knowledge or has reason for suspecting that: (i) the confidentiality of any Confidential Information has been compromised; and/or (ii) there has been any unauthorised use or disclosure of Confidential Information, and shall reasonably cooperate to help the Bank regain possession of the Confidential Information and prevent further unauthorised use or disclosure.

13.8 **Force Majeure:** Notwithstanding any other provision in these Terms: (a) the Bank shall not be held to have defaulted on its contractual obligations to the extent that its performance has been hindered or prevented by Force Majeure (as hereafter defined), and in the event of any such delay, the time for the Bank's performance shall be extended for a period equal to the time lost by reason of the delay; and (b) the Bank shall not in any event be liable for any Loss arising from, nor be responsible for delays or failures, resulting at least in part from Force Majeure, including without limitation in (i) the performance of its obligations under these Terms, (ii) executing any Instructions, (iii) providing any Connectivity Channel to the Subscriber (and/or for any inaccuracy, unreliability or unsuitability thereof).

13.9 **Compliance and Sanctions:** The Subscriber agrees that the Bank shall have the right to delay, block or refuse to process any transaction without incurring any liability if the Bank suspects that: (a) the transaction may breach any Applicable Law, including without limitation those relating to anti-money laundering, anti-corruption, counter-terrorism, anti-bribery, anti-fraud, tax evasion, embargoes or reporting requirements under financial transactions legislation; (b) the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions; and/or (c) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in any country. The Bank shall have the right to take and instruct any delegate to take any action which it in its sole and absolute discretion considers appropriate so as to comply with any Applicable Law, regulation and/or request of a public or regulatory authority or any policy of the Bank which relates to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to sanctioned persons or entities. Such action may include but is not limited to the interception and investigation of transactions on Account(s) (particularly those involving the international transfer of funds) including the source of the intended recipient of funds paid into or out of accounts. In certain circumstances, such action may delay or prevent the processing of instructions, the settlement of transactions over the Account(s) or the Bank's performance of its obligations under these Terms. The Bank need not notify the Subscriber until a reasonable time after it is permitted to do so under such Applicable Laws, regulation or policy of the Bank, or by such public or regulatory authority.

13.10 **Recording:** The Bank shall have the right to in its sole and absolute discretion record all conversations, verbal instructions and communications with/from the Subscriber, whether via the telephone, Electronic Services and/or any Connectivity Channel, and to retain such recordings for so long as it thinks fit, and the Subscriber agrees to the recordings and the use thereof and any transcripts which the Bank may make for any purpose that the Bank deems desirable, including their use as evidence in any proceedings against the Subscriber or any other person.

13.11 **Governing Law:** These Terms shall be governed by and construed in all respects in accordance with the laws of the jurisdiction in which the Relevant Account is opened with and/or provided, as determined by the OCBC Group in its sole and absolute discretion.

- 13.12 **Dispute Resolution:** The Subscriber hereby undertakes to each member of the OCBC Group that:
- (a) subject to sub-paragraph (b) below, the courts of the jurisdiction in which the relevant governing law (as determined under Clause 13.11) ("**Relevant Jurisdiction**") applies shall have the exclusive jurisdiction to settle any dispute, controversy or claim arising out of or in connection with any matters that are governed by the laws of the Relevant Jurisdiction, and the Subscriber shall not object to the courts of the Relevant Jurisdiction on the ground that it is an inappropriate or inconvenient forum or otherwise; and
  - (b) notwithstanding sub-paragraph (a) above, the Bank shall have the right to initiate and take actions or proceedings or otherwise against the Subscriber in the Republic of Singapore or elsewhere as the Bank may deem fit, and the Subscriber hereby agrees that where any actions or proceedings are initiated and taken in the Republic of Singapore, the Subscriber shall submit to the jurisdiction of the courts of the Republic of Singapore in all matters connected with the Subscriber's obligations and liabilities under or arising out of these Terms.
- 13.13 **No Provision of Internet Service:** The Subscriber agrees and acknowledges that these Terms and the services provided or made available hereunder do not include the provision of Internet access or other telecommunication services by the Bank. Any Internet access or telecommunications services (such as mobile data connectivity) required by the Subscriber to access and use the Connectivity Channel(s) shall be the Subscriber's sole responsibility and shall be separately obtained by the Subscriber, at their own cost, from the appropriate telecommunications or Internet Service Provider.
- 13.14 **Further Assurance:** The Subscriber shall, immediately upon the Bank's request and at the Subscriber's own expense, execute any further documents and take any other action which the Bank may require for the purpose of protecting or securing the Bank's rights in respect of or under these Terms. In addition, the Subscriber shall do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to these Terms, and to give the Bank the full benefit of these Terms.
- 13.15 **Assignment:** The Subscriber shall not (nor shall it purport to) assign, novate or transfer all or part of its rights and/or obligations under these Terms, nor grant, declare or dispose of any right or interest in it, without the prior written consent of the Bank, which may be withheld in the Bank's sole and absolute discretion. The Bank shall have the right to assign, transfer, novate, sub-contract or otherwise deal with all or part of its rights and obligations under these Terms at its sole and absolute discretion, and unless the Bank consents in writing otherwise, any such assignment, transfer, novation, sub-contract or other dealing shall not release the Subscriber from liability under these Terms. The Subscriber hereby agrees to execute any document the Bank requires to give effect to such assignment, novation or transfer.
- 13.16 **Binding Effect:** These Terms shall bind the Subscriber and the Bank and the Bank's respective successors in title and assigns. These Terms shall continue to bind the Subscriber notwithstanding any change in the Bank's name or constitution or the Bank's merger, consolidation or amalgamation with or into any other entity (in which case these Terms will bind the Subscriber to the Bank's successor entity).
- 13.17 **Rights are Cumulative:** Each of the rights, powers and remedies given to the Bank under these Terms shall be cumulative with and without prejudice and in addition to all other rights, powers and remedies given to the Bank under or by virtue of any other agreement between the Bank and the Subscriber, statute or rule of law or equity.
- 13.18 **Outsourcing:** The Subscriber agrees that the Bank shall have the right to, from time to time, delegate, subcontract, outsource or otherwise appoint other members of the OCBC Group or a Third Party, on such terms as the Bank in its sole and absolute discretion deems fit (including

that such members of the OCBC Group or Third Party may further delegate, subcontract, outsource or otherwise appoint any other person) to perform: (a) any of its obligations under these Terms (including carrying out any Instructions); (b) various functions or operations in connection with the Bank's business (including any Connectivity Channel and any related function thereto); and/or (c) Instructions with or through other members of the OCBC Group or a Third Party. In addition, the Bank shall be entitled to harness, *inter alia*, data processing and technology infrastructure support services to enhance the Bank's suite of products and services and improve productivity within the Bank, its branches, subsidiaries and affiliates across the countries in which it operates. For the avoidance of doubt, the Bank shall have the right to appoint agents or other third parties in connection with its provision of the Connectivity Channel(s) or any part thereof.

- 13.19 **Subcontracting, etc:** The Subscriber shall be fully liable to the Bank for the acts, omissions, breaches or non-performance of any of Subscriber's service provider(s) and/or subcontractor(s), including their respective employee(s) or agent(s), as if they were the acts, omissions, breaches or non-performance of Subscriber. For the avoidance of doubt, an obligation under these Terms on the Subscriber to do, or to refrain from doing, any act or thing shall be deemed to include an obligation on the Subscriber to procure that its employees, staff and agents and subcontractors' employees, staff and agents also do, or refrain from doing, such act or thing. In addition, and without prejudice to the generality of the foregoing, the Subscriber agrees and acknowledges that the Bank shall have the right to require the Subscriber to terminate any subcontracting of the Subscriber's obligations under these Terms where the acts or omissions of the relevant subcontractor have given rise to the Bank's right of termination under these Terms.
- 13.20 **Transactions with Third Parties:** Some content, software, products and services available from, accessible through or provided as part of, ancillary to or in conjunction with any Connectivity Channel may be provided by third party service providers or through the use of third party software and/or content and under no circumstances shall it be construed that the Bank is a party to any transaction between the Subscriber and such third party service providers or that such third party products, services, software, and/or content are provided by the Bank. The Subscriber further acknowledges that the access, use and/or purchase of such products, services, software and/or content may be subject to additional terms and conditions prescribed by the relevant third party, and hereby agrees to comply with and observe all such terms and conditions and where required by such third party, to execute any document containing such terms and conditions. Under no circumstances shall it be construed that, in the case of the services, products or programmes of any third party, the Bank is a party to any transaction between the Subscriber and such third party or that the Bank endorses, sponsors, certifies, or is involved in the provision of such services, products, applications or programmes accessible via the Connectivity Channel(s), and the Bank shall not be liable in any way for any products obtained and/or purchased from or services rendered by any such third party which shall be the sole responsibility of the relevant third party.
- 13.21 **Entire Agreement:** These Terms and the documents referenced herein constitute the entire agreement and understanding between the Subscriber and the Bank relating to the subject matter of these Terms. The Subscriber acknowledges and agrees that the Subscriber has not entered into or accepted these Terms in reliance upon any representation, warranty or undertaking which is not set out or referred to in these Terms.
- 13.22 **Third Party Rights.** A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore or other similar laws under Applicable Laws to enforce any of the terms and conditions contained therein, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this shall not affect the rights of any permitted assignee or transferee of these Terms. The Bank's right to vary, amend or rescind these Terms in accordance with these Terms may be exercised without the consent of any person or entity who is not a party to these Terms.

- 13.23 **Notice:** The Bank shall have the right to rely on the address, facsimile number, email address or other particulars last notified to the Bank by the Subscriber, as accurate, effective and binding on the Subscriber. In the case of joint accounts, any notice served in accordance herewith on one Account Holder shall be deemed validly served on all the Account Holders. Any OCBC Communication or other notice by the Bank shall be deemed served on the Subscriber: (a) if transmitted to a facsimile number, mobile number, telephone number, electronic device or email address, immediately upon such transmission by the Bank (regardless of when the Subscriber receives the same); (b) if delivered personally, at the time of delivery; (c) if sent by post or courier to a domestic or foreign address, immediately after posting; and/or (d) if published on the Bank's website(s), any newspapers, at any of the Bank's branches or through any Connectivity Channel, at the time of such publication.
- 13.24 In the event of termination of these Terms howsoever caused, save only to the extent where prohibited by Applicable Laws, Clause 4, Clause 5, Clause 6, Clause 8, Clause 11, Clause 12, Clause 13, and those rights or obligations of the Bank and/or the Subscriber in these Terms which are expressly or by implication intended to survive termination or expiry, shall survive and continue to bind the Bank and the Subscriber, as well as their respective successors, and assigns.

## 14. **DEFINITIONS AND INTERPRETATION**

- 14.1 In these Terms, the following words and expressions shall have the following meanings:

<b>Access Credential</b>	means any form of authentication, credential, code, username, password, identification, token or device (whether physical, electronic or otherwise), issued, prescribed and/or enrolled by or on behalf of the Bank for use by the Subscriber in accessing the Connectivity Channel(s) and/or to facilitate any actions in connection thereto;
<b>Account</b>	means an account with the Bank (regardless of the country in which such account(s) was opened) whether alone or jointly with any other person(s), and includes savings accounts, current accounts, time deposits, structured deposits and any other type of account which may be offered by the Bank from time to time;
<b>Account Holder</b>	means a person having account(s) with the Bank (regardless of the country in which such account(s) was opened) whether alone or jointly with any other person(s), and includes savings accounts, current accounts, time deposits, structured deposits and any other type of account which may be offered by the Bank from time to time;
<b>API</b>	means any application programming interface, including any software code comprised therein and/or implementing the same;
<b>API Gateway</b>	means the "OCBC API Gateway" accessible via the API Store;
<b>API Store</b>	means the platform owned and operated by the Bank to make available the OCBC APIs, and which is accessible at such location as may be prescribed by the Bank from time to time, and includes any of the features, services and functions made available through such platform;
<b>Applicable Laws</b>	means, with respect to any person, any and all applicable constitutions, treaties, conventions, statutes, laws, by-laws, regulations, ordinances, codes, rules, rulings, judgments, rules of common law, orders, decrees, awards, injunctions or any form of decisions, determinations or requirements of or made or issued by, governmental, statutory,

regulatory, administrative, supervisory or judicial authorities or bodies (including without limitation, any relevant stock exchange or securities council) or any court, arbitrator or tribunal with competent jurisdiction, regardless of jurisdiction, as amended or modified from time to time, and to which such person is subject, including without limitation such of the foregoing as relates to anti-money laundering and counter-financing of terrorism;

**Bank** means, in the context of a particular Connectivity Channel, the member of the OCBC Group or the relevant branch thereof which provides or is to provide such Connectivity Channel;

**Bank Information** includes the Software, Intellectual Property Rights, Materials, data and any information provided to or obtained by the Subscriber in connection with these Terms;

**Business Day** means a day on which the Bank is open for business in the jurisdiction(s) where the applicable Connectivity Channel is provided and: (a) where an Instruction or communication is being submitted, the jurisdiction to which such Instruction or communication is submitted; (b) where a payment is being made or received, the jurisdiction of the relevant currency; and (c) where a payment is being made to a particular account, the jurisdiction in which that account is located;

**Computer System** means any computer hardware or software or any equipment operated or process conducted wholly or partially by electronic means and includes information technology systems, telecommunications systems, automated systems and operations;

**Confidential Information** (of the Bank) means the confidential information of the Bank, and shall be deemed to include Bank Information, the Documentation, OCBC Communications, and any information of a confidential nature which is provided to by the Bank or obtained by the Subscriber in connection with these Terms, including without limitation any data, encryption keys, Access Credentials;

**Connectivity Channel** means any connectivity channel provided by the Bank to the Subscriber under these Terms from time to time, including such channel's electronic and/or digital services, products, features, facilities and/or functionalities.

"Connectivity Channel" shall be deemed to include without limitation the API Store, OCBC APIs, OCBC SDK, OCBC Corporate API/SDK Service, and H2H@OCBC, as well as any and all OCBC Communication provided in connection therewith;

**Correspondence** means any statement, advice, confirmation, notice, notification, demand and all other correspondence by the Bank under these Terms;

**Cybersecurity Incident** means:

(a) any act or activity carried out without lawful authority on or through a computer or Computer System that jeopardises or adversely affects its cybersecurity or the cybersecurity of another computer or computer system, where "cybersecurity" means the state in which a computer or Computer System is protected from unauthorised access or attack, and because of that state — (i) the computer or Computer System continues

to be available and operational; (ii) the integrity of the computer or Computer System is maintained; and (iii) the integrity and confidentiality of information stored in, processed by or transmitted through the computer or Computer System is maintained; and/or

(b) the unauthorised access, collection, use, disclosure, copying, modification or disposal of personal data; and/or

(c) the loss of any storage medium or device on which personal data is stored in circumstances where the unauthorised access, collection, use, disclosure, copying, modification or disposal of the personal data is likely to occur;

**Derived API** means any API, computer program and/or software code which is made, created and/or developed by or on behalf of the Subscriber in connection with the OCBC SDK from time to time and any derivatives, modifications, reconfigurations, improvements and/or changes to any of the foregoing;

**Documentation** means any channel activation form, application form or similar documentation (whether physical, electronic or otherwise) signed by or for and on behalf of the Subscriber in connection with the provision of one or more Connectivity Channel(s) as may be amended by the OCBC Group from time to time;

**Electronic Services** means: (a) any electronic and/or digital services, products, feature facilities and/or functionalities provided by the Bank to the Subscriber from time to time, including without limitation any card-related facilities, and any electronic computerised or telecommunication devices or modes of opening accounts; and/or (b) any application, software, website, or other digital tools provided by the Bank for Subscribers to access and/or use any Electronic Services, as well as including the services, functions, information and/or any other material (including without limitation data, databases, text, graphics, photographs, animations, audio, music, video, links, phone features or other content) displayed thereon, provided thereby or made available thereunder by or on behalf of the Bank;

**End-User Instructions** means any Instruction transmitted or issued through each Connectivity Channel for or on behalf of the End-Users, including without limitation in connection with the Subscriber Transaction, and received by the Bank;

**End-Users** means end users of the Subscriber Application;

**Force Majeure** means any act, event or cause that: (a) is unforeseeable and not caused or contributed to any fault or negligence of the Bank; or (b) the Bank is unable to prevent or provide against by the exercise of reasonable diligence, including without limitation, Internet failures, computer, system, telecommunications or any other equipment failures (including without limitation MASNET breakdown), electrical power failures, strikes, pandemics, epidemics, lockdowns, travel or other restrictions affecting access to any site or location or performance of any activities necessary for the performance of these Terms, labour disputes, terrorism, riots, rebellions, insurrections, civil disturbances, shortages of labour or materials, adverse market conditions, unavailability of foreign exchange, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals,



or non-performance of third parties (including but not limited to any act or omission of any third parties or other agent used to provide the Connectivity Channel(s)) or any suspension or disruption of transportation or business operation (including but not limited to delays or disruption of the resumption of work or operation ordered by any government agency), change in law, interruption, omission, error or delay occurring in the SWIFT System or in the electronic transmission, mail, despatch or any delivery channels or through any other cause, act or circumstance beyond the control of the Bank, and similar occurrences;

**H2H@OCBC** means the host-to-host facility provided by the Bank known as "Host-To-Host@OCBC";

**Instructions** means any and all responses, notifications, instructions, communications, data, or information initiated/sent/communicated by or purported to be initiated/sent/communicated to the Bank, by or on behalf of any Account Holder(s) and/or Subscriber(s).

"Instructions" shall be deemed to include without limitation any End-User Instructions, as well as any unique identification code which identifies the relevant Subscriber Transaction if applicable (such as, without limitation, the "Bank Reference Number", the "Transaction Reference Number", the "Unique Transaction Reference", QR collection details, etc);

**Instrument** means any cheques, drafts, promissory notes, bills of exchange and other instructions or orders for payment or collection, and shall be deemed to include without limitation instruments which are deposited with the Bank for collection, demand drafts and/or cashier's orders;

**Intellectual Property Rights** means throughout the world and for the duration of the rights: (a) patents, trade marks, service marks, logos, get-up, trade names, brand names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semiconductor topography rights, utility models, trade secrets, inventions, know-how, confidential, business, scientific, technical or product information and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect; (b) any other rights resulting from intellectual activity in the cybersecurity, commercial, industrial, scientific, literary and artistic fields and whether dealing with manufactured products or services; (c) rights under licences, consents, orders, statutes or otherwise in relation to a right under sub-paragraph (a) above; (d) rights of the same or similar effect or nature as or to those in subparagraphs (a) and (c) which now or in the future may subsist; and (e) the right to sue for infringements of any of the foregoing rights;

**Internet** means the ubiquitous global network of computers, telecommunications and software which facilitates communication, electronic or otherwise, between person(s) and machines;

**Internet Service Provider** means any Internet access service provider and/or any other parties that provides Internet access to the Subscriber;

**Local Addendum** means any addendum to these Terms documenting the local-specific terms and conditions applying to certain Connectivity Channel(s) as

may be supplemented, amended, updated or replaced from time to time;

<b>Loss</b>	means any and all claims, suits, proceedings, orders, actions, losses, damages, liabilities, charges, expenses, outgoing payments or costs (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs on a full indemnity basis and expenses) of any nature or kind;
<b>Materials</b>	means any user guides, manuals, data, processes and other documentation supplied to the Subscriber which may be modified by the Bank from time to time;
<b>OCBC API</b>	means any API made available by or on behalf of the Bank to the Subscriber (whether via the API Store or otherwise) from time to time, including any functions and/or features made available through such API by or on behalf of the Bank and any derivatives, modifications, reconfigurations, improvements and/or changes to any of the foregoing;
<b>OCBC Communication</b>	means any and all responses, notifications, instructions, communications, data, information, statements, acknowledgments, status updates, transaction confirmations and/or any other material (including databases, text, graphics, photographs, animations, audio, music, video, links or other content) provided, made available or communicated by or on behalf of the Bank to the Subscriber, including without limitation any Correspondence;
<b>OCBC Corporate API/SDK Service</b>	means any services, products, features and/or functionalities offered by the Bank via OCBC API and/or OCBC SDK to enable the End-Users to effect the Subscriber Transaction, including the transmission of the Instruction(s) to the Bank, funds transfer and/or bill payment;
<b>OCBC Group</b>	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;
<b>OCBC SDK</b>	means the software development kit made available by or on behalf of the Bank to the Subscriber (whether via electronic mail or otherwise) from time to time, including any functions and/or features made available through such software development kit and any derivatives, modifications, reconfigurations, improvements and/or changes to any of the foregoing;
<b>Payee</b>	means any person specified in an Instruction to be a payee;
<b>Pricing Guidelines</b>	means any pricing guidelines which set out any fees or charges (for example, Service Charges) for the access or use or termination of the Connectivity Channel(s), and/or any functions enabled by such Connectivity Channel(s);
<b>Procedures</b>	means any procedure and practice specified by the Bank from time to time in its sole and absolute discretion;
<b>Reimbursable Amounts</b>	means all costs, expenses or charges which may be incurred by the Bank from time to time in providing the Remittances;

<b>Relevant Account</b>	means the Account nominated by the Account Holder(s) for which the Connectivity Channels are provisioned under these Terms. For the avoidance of doubt, where Instructions relate to any Remittances, the "Relevant Account" shall be deemed to be the Account from which the payment or fund transfer (as the case may be) is remitted;
<b>Relevant Person</b>	means any bank, service providers, Internet Service Providers, digital certificate authority, certification authority, electronic, computer, telecommunications, financial or card institution involved in the Electronic Services and/or Connectivity Channel from time to time and any person using (whether or not authorised) such Electronic Services and/or Connectivity Channel (as the case may be);
<b>Remittances</b>	means any payment or fund transfer services as the Bank may agree to provide from time to time;
<b>Service Charges</b>	means any and all service charges payable by the Subscriber to the Bank as prescribed by the Bank from time to time in connection with the Bank's provision of the Connectivity Channel(s) to the Subscriber, as from time to time amended, supplemented, novated, restated, or replaced;
<b>Software</b>	means any software made available to the Subscriber by or on behalf of the Bank;
<b>Subscriber</b>	<p>means any person (not being the Bank or an End-User):</p> <ul style="list-style-type: none"> <li>(a) with whom the Bank has established a Connectivity Channel, and any other person receiving the benefit thereof or implementing any function or feature using such Connectivity Channel or the results thereof, including without limitation, the communication of notifications, instructions, responses, data, information or other communications between any End-User, the Bank, and/or another Subscriber, or on their respective behalves; and/or</li> <li>(b) named as such in the Documentation; and/or</li> <li>(c) deemed to be as such under the provisions of this Agreement,</li> </ul> <p>and their respective successors, permitted assigns and personal representatives;</p>
<b>Subscriber API</b>	means any API made available by or on behalf of the Subscriber to the Bank from time to time, including any services, functions and/or features made available through such API by or on behalf of the Subscriber and any derivatives, modifications, reconfigurations, improvements and/or changes to any of the foregoing;
<b>Subscriber Application</b>	means any system, software application, platform, or website used by the Subscriber or on its behalf which interfaces with the Connectivity Channel(s) or implements any function or feature using such Connectivity Channel(s) or the results thereof, whether directly or indirectly, including without limitation any system, software application, platform, or website used by the Subscriber;

	(a) to access and/or use or interact with the Connectivity Channel(s) or any Subscriber Application (whether operated by that or another Subscriber); and/or
	(b) the communication of, notifications, instructions, responses, data, information or other communications between any End-User, the Bank and/or another Subscriber, or on their respective behalves;
<b>Subscriber Transaction</b>	means any transaction effected or issued, or purported to be effected or issued, through the Connectivity Channel(s) and/or a Subscriber Application; and
<b>Third Party</b>	means any independent contractor, agent or other person (including any intermediary or partner bank) wheresoever located which provides any service (including administration, information technology, payment, securities clearance, credit investigation or debt collection service) or product to or on behalf of any member of the OCBC Group.

14.2 Unless otherwise specified or the context requires otherwise, in these Terms:

- (a) any reference to "Terms", "Local Addendum" or "Documentation" includes all addendums thereto, and all amendments, additions and variations thereto;
- (b) a reference to a time of day is a reference to the time of date at the place where the relevant branch of the Bank or member of the OCBC Group is providing the relevant Connectivity Channel;
- (c) words denoting the singular number shall include the plural and vice versa;
- (d) "person" shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, and their respective successors, legal personal representatives and assigns, as the case may be, and pronouns shall have a similarly extended meaning. For the avoidance of doubt, words importing persons shall include sole proprietors, consortiums, societies, associations, business units and such other organisations set up solely for business purposes;
- (e) any reference to a statute, statutory provision, law, by-laws, regulation, rule, decree, directive, statutory instrument or order includes a reference to any amendment, modification, consolidation, replacement or re-enactment of it for the time being in force and all statutes, statutory provisions, laws, by-laws, regulations, rules, decrees, directives, statutory instruments or orders made or issued pursuant to it;
- (f) section headings, clause headings and sub-headings are for convenience only and shall not affect the construction of these Terms;
- (g) without prejudice to the Subscriber's obligations to ensure that its communications and/or Instructions comply with certain procedural, security and other requirements, where a provision in these Terms requires information or communications to be written, in writing, to be presented in writing or provides for certain consequences if it is not, an electronic record satisfies that requirement if the information contained therein is accessible so as to be usable for subsequent reference; and

- (h) the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words, and the words "include", "includes", "including" and similar expressions shall be deemed to be followed by the words "without limitation".

14.3 Unless otherwise specified or the context requires otherwise, in these Terms, any reference to clauses and addendums are, unless otherwise provided, a reference to clauses of and addendums to these Terms.

## SINGAPORE LOCAL ADDENDUM

This document comprises a "Local Addendum" as referred to and defined in the Connectivity Channels Terms and Conditions ("**Terms**"). It contains local-specific terms and conditions on which the Bank provides the Subscriber with the Connectivity Channel(s) in Singapore. Unless otherwise defined in this Local Addendum, capitalised terms used in this Local Addendum shall have the meanings given to them in the Terms. This Local Addendum supplements the Terms. Any conflict or inconsistency between this Local Addendum and the Terms shall be resolved by reference to Clause 1.3 of the Terms.

### 1. **DATA PROTECTION**

- 1.1 Where Personal Data relating to the Subscriber is or will be collected, used, disclosed, or Processed by the OCBC Group and/or the OCBC Representatives, the Subscriber consents to the OCBC Group, and the OCBC Representatives disclosing the Subscriber's Personal Data for purposes reasonably required by the OCBC Group and the OCBC Representatives to enable them to provide the Connectivity Channel(s) to the Subscriber, for the purposes contemplated under the Terms, and other applicable purposes as set out in the OCBC Data Protection Policy ("**OCBC Data Protection Policy**") (as may be amended from time to time), which is accessible at [www.ocbc.com/business-policies](http://www.ocbc.com/business-policies) (collectively, the "**Permitted Purposes**").
- 1.2 Where Personal Data relating to any of the Individuals (as defined herein) is or will be collected, used, disclosed, or Processed by the OCBC Group and/or the OCBC Representatives, the Subscriber hereby confirms and represents to the OCBC Group and the OCBC Representatives that with respect to any Personal Data of individuals ("**Individuals**") disclosed to the OCBC Group and/or the OCBC Representatives in connection with the provision of the Connectivity Channel(s) to the Subscriber or at the request of, or by or through the Subscriber from time to time, the Individuals to whom the Personal Data relates have, prior to such disclosure, agreed and consented to such disclosure, and the collection (including by way of recorded voice calls), use, disclosure, and Processing of their Personal Data by the OCBC Group and the OCBC Representatives for the Permitted Purposes.
- 1.3 The Subscriber hereby confirms that the Subscriber and each of the Individuals have or will have read and consented to the OCBC Data Protection Policy.
- 1.4 In addition, where the Subscriber collects, uses, discloses, and/or Processes Personal Data received from the Bank in connection with the Terms, the Subscriber agrees and undertakes to the Bank that the Subscriber shall, at the Subscriber's own cost and expense:
  - (a) ensure that all such collection, use, disclosure, and/or Processing are in compliance with all Applicable Data Protection Laws, including without limitation the PDPA;
  - (b) comply with any requests, directions and/or guidelines which the Bank may provide the Subscriber from time to time in connection, and promptly and fully cooperate with and assist the Bank in relation to any request, complaint, legal action from any Individual or any investigation, inquiry direction, order, or decision by the relevant Data Protection Authorities (including assistance to notify the relevant Data Protection Authorities and the affected Individuals, if and where applicable), with regard to the Personal Data transferred under this Agreement;
  - (c) taking into account the state of the art, the costs of implementation, and the nature, scope, context and the Permitted Purposes, protect such Personal Data in its possession or under its control by making Reasonable Security Arrangements (including, where appropriate, administrative, operational, physical and technical safeguards) to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, and to protect the confidentiality, integrity and

availability of Personal Data, in particular against risks of Data Breaches. Without prejudice to the generality of the foregoing, the Subscriber shall:

- (i) incorporate "data protection by design" for new and existing systems that will handle such Personal Data, according to the guidelines issued (and amended) by the relevant Data Protection Authorities from time to time, including the PDPC's Guide to Data Protection by Design for ICT Systems;
- (ii) conduct risk assessments to evaluate the risks associated with the collection, use and/or disclosure of the Personal Data, and implement appropriate physical, administrative, procedural and information and communications technology measures, to ensure a level of security appropriate to the risk and in compliance with Applicable Data Protection Laws, including without limitation:
  - (A) meeting or exceeding the best available security practices and systems which are applicable, including where appropriate, the guidelines issued and amended by the relevant Data Protection Authorities;
  - (B) ensuring that the Personal Data is kept secure and in an encrypted form; and
  - (C) implementing safeguards to protect the Personal Data against any computer virus or other malicious, destructive or corrupting code, agent, programme, macros or other software routine or hardware components designed to permit unauthorised access on any computer, hardware, system, software, application or device;
- (d) not retain Personal Data (or any documents or records containing Personal Data) for any period of time longer than necessary to serve the Permitted Purposes. Upon the termination or expiry of this Agreement or upon the Bank's reasonable request, Subscriber must return, delete, or destroy all Personal Data in its possession (including erasing the Personal Data from its computer systems to the extent possible), and after returning, deleting, or destroying such Personal Data, provide the Bank with written confirmation that it no longer possesses any Personal Data. Where applicable, the Subscriber shall also instruct all third parties to whom it has disclosed Personal Data for the purposes of this Agreement to return to the Bank, delete, or destroy such Personal Data;
- (e) not transfer Personal Data to a country or territory outside Singapore without the Bank's prior written consent (which consent may be subject to such conditions that the Bank may notify the Subscriber from time to time). Without prejudice to the generality of the foregoing, where the Subscriber transfers any personal data to a country or territory outside Singapore, the Subscriber shall ensure that:
  - (i) any such transfers of Personal Data shall be in accordance with: (A) the Bank's documented written instructions; and (B) all cross-border data transfer requirements prescribed under Applicable Data Protection Laws; and
  - (ii) the overseas recipient provides the Personal Data with a standard of protection that is comparable to that under the PDPA;
- (f) implement the necessary data protection policies, procedures, processes and practices in order to meet its obligations under Applicable Data Protection Laws;

- (g) implement adequate measures to ensure that Personal Data in Subscriber's possession or control is accurate and complete, if the Personal Data: (i) is likely to be used by Subscriber to make a decision that affects the Individual to whom the Personal Data relates; or (ii) is likely to be disclosed by Subscriber to another organisation;
- (h) unless prohibited by Applicable Laws, the Subscriber shall (at its own cost and expense) immediately notify the Bank without undue delay (and in any event no later than 24 hours) following the occurrence of any of the following events (each a "**Relevant Event**"):
  - (i) of any complaint by, or request received, from: (A) any Individual in relation to his/her Personal Data; or (B) any public or regulatory authority ("**Relevant Authority**") (for example the PDPC or the Monetary Authority of Singapore or any other Data Protection Authorities) in relation to Personal Data, including without limitation any access, correction, data portability or similar requests;
  - (ii) of any notification and/or commencement of any investigation by any Relevant Authority in relation to any Cybersecurity Incident or Data Breach;
  - (iii) of any circumstances which may suggest or indicate the occurrence of any Cybersecurity Incident or Data Breach, including without limitation any Cybersecurity Incident or Data Breach which is: (A) likely to result in significant harm or impact to the Individuals to whom the Personal Data relates; or (B) is of significant scale, i.e. involving Personal Data of 500 or more Individuals; and
  - (iv) of any claim, allegation, action, proceeding, undertaking process, expedited decision, or litigation in connection with any Cybersecurity Incident or Data Breach;
- (i) the Subscriber shall in each case of a Relevant Event:
  - (A) without undue delay, provide the Bank all information and assistance (1) as the Bank may request in relation thereto, including without limitation, for Bank to verify the nature and veracity of the Relevant Event; and/or (2) as may be required by Applicable Laws (for the avoidance of doubt, not limited to Applicable Data Protection Laws), and Subscriber shall comply with the Bank's directions and all reporting and notification requirements under Applicable Laws (for the avoidance of doubt, not limited to Applicable Data Protection Laws) in connection with the foregoing (1) and (2);
  - (B) without prejudice to the generality of the foregoing, provide the Bank the following information: (1) the extent of impact of such Relevant Event on individual(s) and/or systems, including without limitation the type and volume of Personal Data involved; (2) the cause(s) and suspected cause(s) of the Relevant Event; (3) whether and how the Relevant Event has been addressed or resolved; (4) the measures and processes which Subscriber had put in place at the time of the Relevant Event; (5) whether any affected Individual(s) in connection with the Relevant Event has/have been notified; (6) the type and extent of harm (and any other impact) which the affected individual(s) may suffer (or may have suffered) in connection with any compromised Personal Data; (7) the type and extent of harm (and any other impact) which the affected individual(s) may suffer (or may have suffered) in connection with any compromised Personal Data; and (8) the contact details of person(s) whom the Relevant Authority could contact for further information (or clarification) in connection with the Relevant Event;



- (C) adhere to and implement the steps set out in any incident response plan (as may be amended or otherwise prescribed by the Bank from time to time in its sole and absolute discretion); and
- (D) not, without the Bank's prior written consent, make any report(s) to any Relevant Authority in connection with the Relevant Event (unless required under Applicable Laws, in which case Subscriber shall notify Bank without undue delay of any such requirement). Without prejudice to the generality of the foregoing, Subscriber shall provide to the Bank a copy of any report(s) submitted to the Relevant Authority by Subscriber;
- (j) enter into a written binding contract with each of the Subscriber's subcontractors requiring the sub-contractor to Process the Personal Data in accordance with: (i) the Bank's instructions therefor; and (ii) subject to the foregoing sub-paragraph (i), the same (or more stringent) standards and obligations as set out in under this Local Addendum in relation to the collection, use, disclosure and/or Processing of Personal Data;
- (k) notwithstanding the engagement of any subcontractor by Subscriber for the collection, use, disclosure, and/or Processing of the Personal Data, Subscriber shall remain fully liable for the performance of all the obligations under this Local Addendum, and Subscriber shall be fully liable to the Bank for the acts, omissions, breaches or non-performance of any of Subscriber's service provider(s) and/or subcontractor(s), including their respective employee(s) or agent(s), as if they were the acts, omissions, breaches or non-performance of Subscriber in connection with this Local Addendum; and
- (l) from time to time upon the Bank's request, the Subscriber shall provide to the Bank evidence of industry standard attestation (and/or certification of), or a copy of an up-to-date audit report by an independent auditor, on: (i) the security management systems in place in its organisation; and (ii) the Subscriber's compliance with the relevant data protection requirements under Applicable Data Protection Laws, failing which the Bank shall have the right to engage an independent auditor, at the sole cost and expense of the Subscriber, to conduct periodic audits on the Subscriber's data protection measures and security management systems. The Subscriber shall provide full cooperation and reasonable assistance to the Bank and/or the independent auditor for the completion of such audits.

## **2. DATA TRANSFER**

- 2.1 For the purposes of the receipt and/or disclosure of any Transactional Data from and/or to any Solutions Provider as authorised by the Subscriber, the Subscriber agrees: (a) to the extent necessary for the Bank to carry out the Subscriber's instructions, to waive and relieve the Bank of any obligations which the Bank may have in relation to privacy of customer information and/or confidentiality, and any consequences thereof, whether pursuant to any agreement between the Bank and the Subscriber, the Banking Act 1970 of Singapore and/or any other Applicable Laws; (b) the Bank shall provide/receive the Transactional Data to/from the Solutions Provider by any mode of transmission that the Bank deems fit in its sole and absolute discretion, and shall provide/receive such Transactional Data in such frequency, manner and form as the Solutions Provider requests and as the Bank is able to provide, and the Subscriber acknowledges that such transmission/receipt may be subject to interruption, delay or breakdown for a variety of reasons; and (c) the Bank shall be permitted to inform the Solutions Provider of the Subscriber's instructions to the Bank pursuant to the data transfer.
- 2.2 The Subscriber agrees and acknowledges that upon the Bank's transmission/receipt of the Transmitted Data to/from the Solutions Provider:

- (a) the Solutions Provider/Bank may further transfer the Transmitted Data to its service providers, such as data storage and hosting providers, which may be located outside of Singapore, and to this extent, the Subscriber agrees that the Transmitted Data may be routed through, and stored on, servers located outside of Singapore, regardless of whether such servers are operated by the Solutions Provider/Bank or its respective service providers;
  - (b) the Bank shall not be responsible or liable to the Subscriber in contract, restitution, tort (including negligence) or otherwise in relation to the Transmitted Data so transmitted, including but not limited to: (i) the Solutions Provider's and/or the Bank's collection, use, retention, disclosure, protection, handling and any other form of processing of the Transmitted Data; (ii) any error, incompleteness or inaccuracy of any Transmitted Data; (iii) any act or omission of the Solutions Provider/Bank and/or any third parties in relation to any Transmitted Data provided to/received from the Solutions Provider; and/or (iv) any delay or failure in transmission/receipt of the Transactional Data to/from the Solutions Provider, and any inability of the Subscriber to use or access the Solutions Provider's services, software, applications and/or information; and
  - (c) where the Transmitted Data is transmitted to the Solutions Provider: (i) as such Transmitted Data will no longer be within the Bank's control, the Bank may not be able to vary, amend, correct, update, delete or otherwise control the Transmitted Data, even if the Subscriber so instructs the Bank, and the Bank is under no such obligation to the Subscriber to do so; (ii) the Solutions Provider shall be solely responsible and liable to the Subscriber for such Transmitted Data, including but not limited to collection, use, retention, disclosure, protection, handling and any other form of processing of the Transmitted Data; and (iii) the Solutions Provider's collection, use, retention, disclosure, protection, handling and any other form of processing of such Transmitted Data shall be subject to the terms of any agreement between the Solutions Provider and the Subscriber.
- 2.3 In the event that the Subscriber wishes to add to, vary, amend, countermand or terminate its instructions to the Bank to provide and/or receive the Transactional Data to and/or from the Solutions Provider, the Subscriber shall do so by providing its instructions of such addition, variation, amendment, countermanding or termination, as the case may be, through the Connectivity Channel(s) according to the Bank's prevailing procedures.
- 2.4 The Bank and the Solutions Provider are independent parties, and accordingly: (a) neither party nor any of their respective employees are employees or agents of the other; (b) nothing in these Terms shall be deemed to establish any partnership, joint venture or agency relationship between the Bank and the Solutions Provider, or to establish a party as a data intermediary (as defined under the PDPA) of the other party; and (c) nothing in these Terms shall be deemed to grant any right, power, authority to, or impose any obligation on, the Bank or the Solutions Provider to act on behalf of the other party.

### **3. GENERAL**

- 3.1 **FATCA and CRS.** The Bank's Foreign Account Tax Compliance Act (FATCA) Policy (the "**FATCA Policy**") and the Bank's Common Reporting Standard (CRS) Policy (the "**CRS Policy**") form part of the terms and conditions governing the Subscriber's relationship with the Bank established under these Terms. The FATCA Policy and the CRS Policy shall be binding on the Subscriber and the Subscriber agrees to comply with and adhere to the FATCA Policy and the CRS Policy, which are accessible at [www.ocbc.com/business-policies](http://www.ocbc.com/business-policies) or available on request. These Terms are subject to the FATCA Policy and the CRS Policy.
- 3.2 **Consent for Disclosure.** The Subscriber authorises the transfer of any information relating to the Subscriber and any customer information (as defined in the Banking Act 1970 of Singapore) to and between the branches, subsidiaries, representative offices, affiliates and agents of the

Bank and third parties selected by any of them wherever situated, for confidential use in connection with the provision of Connectivity Channel(s) to the Subscriber.

- 3.3 **Exclusion of Liability.** Notwithstanding anything to the contrary in these Terms, the Bank shall not be liable for any Loss suffered or incurred by the Subscriber if the Subscriber has not within 3 years after the date on which the cause of action against the Bank arose: (a) served on the Bank a written notice of the Subscriber's claim against the Bank for such loss, damage or expense, and (b) commenced proceedings against the Bank in respect of the Subscriber's claim.
- 3.4 **Restriction and Suspension of Transactions by the Bank.** The Bank shall have the right to, at any time and in any manner as the Bank in its sole and absolute discretion considers appropriate, without giving any reason and with or without notice to the Subscriber as the Bank determines and without liability whatsoever, restrict, delay, block, refuse to process and/or suspend any transaction or dealing transacted through or with the Bank or in connection with any Connectivity Channel(s) and/or transactions on Account(s).
- 3.5 **Actions by the Bank for Compliance and Sanctions.** The Subscriber agrees that the Bank shall have the right to at any time, without the Subscriber's prior consent, to delay, block or refuse to process any transaction and take any action as the Bank considers appropriate, whether wholly or partially and for such duration as the Bank may determine in its sole and absolute discretion without incurring any liability if the Bank suspects that: (a) the transaction may breach any Applicable Laws and / or the Bank's internal policy(ies), including without limitation those relating to anti-money laundering, anti-corruption, counterterrorism, antibribery, anti-fraud, tax evasion, embargoes or reporting requirements under financial transactions legislation or economic and trade sanctions; (b) the transaction involves any Restricted Person (natural, corporate or governmental) or any person that is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions; and/or (c) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in any country (including but not limited to any purpose that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country).

#### 4. **DEFINITIONS AND INTERPRETATION**

- 4.1 In this Local Addendum, the following words and expressions shall have the following meanings:

<b>Applicable Data Protection Laws</b>	means all laws, judgments, statutes, subsidiary legislation, regulations, codes, directions, advisories, notices, practice notes, policy statements, circulars, guidelines, standards of performance, frameworks, licence obligations and guidance as may be amended and in effect from time to time that apply in connection with either party's performance of this Agreement, and shall include PDPA;
<b>Data Breach</b>	include any loss or unauthorised, use, copying, modification, disclosure, or destruction of, or access to, Personal Data transferred under this Agreement;
<b>Data Protection Authorities</b>	shall include any public authority or regulator which administers and facilitates Applicable Data Protection Laws, including the PDPC;
<b>Identified Account</b>	means the Account which is the subject of the Subscriber's authorisation and instructions to the Bank for the disclosure of Transactional Data to/from the Solutions Provider;

<b>OCBC Representatives</b>	OCBC Group's respective business partners and agents;
<b>PDPA</b>	the Singapore Personal Data Protection Act 2012, as amended from time to time;
<b>PDPC</b>	the Singapore Personal Data Protection Commission;
<b>Personal Data</b>	means data relating to an identified or identifiable natural person transferred or processed under this Agreement, and shall be deemed to include "personal data" as defined in the PDPA;
<b>Processing</b>	(and its cognates) means any operation or set of operations that are performed on Personal Data or on sets of Personal Data, whether or not by automated means, including, for example, collection, use and disclosure of Personal Data;
<b>Reasonable Security Arrangements</b>	<p>means all of the following:</p> <ul style="list-style-type: none"> <li>(a) ensuring that Personal Data can only be accessed by authorised personnel for the Permitted Purposes;</li> <li>(b) taking all reasonable measures to prevent unauthorised access to Personal Data through the use of appropriate physical and logical (passwords) entry controls, securing areas for data processing, and implementing procedures for monitoring the use of data processing facilities;</li> <li>(c) building in system and audit trails;</li> <li>(d) using secure passwords, network intrusion detection technology, encryption and authentication technology, secure logon procedures and virus protection (including protection against worms, Trojan horses, and other disabling or damaging codes);</li> <li>(e) accounting for the risks that are presented by collecting, using, disclosing, accessing and/or processing Personal Data;</li> <li>(f) ensure pseudonymisation and/or encryption of Personal Data (including during transmission), where appropriate. In case of pseudonymisation, the additional information for attributing the Personal Data to a specific Individual shall, where possible, remain under the exclusive control of the Bank;</li> <li>(g) maintaining the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;</li> <li>(h) maintaining the ability to restore the availability and access to Personal Data in a timely manner; and</li> <li>(i) implementing a process for regularly testing, assessing, and evaluating the effectiveness of reasonable security arrangements;</li> </ul>
<b>Restricted Person</b>	means, at any time: (1) any person listed in any Sanctions related list of designated persons maintained by a Sanctions Authority; (2) any person operating, organised, resident, incorporated, registered or legally domiciled in a Sanctioned Country; or (3) any person controlled or majority owned by, or acting on behalf of or under the direction of, a person described in the foregoing sub-paragraph (1) or (2);
<b>Sanctioned Country</b>	means, at any time, a country or territory which is the subject or target of any comprehensive or country-wide or territory-wide Sanctions, including but not limited to North Korea, Iran, Syria, Cuba and the Crimea region of Ukraine;

<b>Sanctions</b>	means any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations enacted, imposed, administered or enforced from time to time by: (a) the United States government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State; (b) the United Nations Security Council; (c) the European Union and any European Union member state; (d) the United Kingdom; (e) the Monetary Authority of Singapore; or any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (i) the Subscriber and/or the Bank (whether based on jurisdiction of incorporation or place of trade, business or other operational activities) or (ii) transactions contemplated by these Terms), (each, a " <b>Sanctions Authority</b> ");
<b>Solutions Provider</b>	means the third party service provider which the Subscriber has authorised and instructed the Bank to provide/receive Transactional Data of the Identified Account;
<b>Transactional Data</b>	means the transactional data provided/received by the Bank on behalf of the Subscriber to/from the Solutions Provider, including but not limited to: (a) the Subscriber's account information; (b) the Subscriber's Instructions; (c) records of monetary transactions carried out with the Bank on the Identified Account; (d) details of the monetary transactions, including date, cheque numbers (if any), narration, applicable taxes, payments, reconciliation feeds, transactions fees and other fees; and (e) any other information as requested by the Solutions Provider; and
<b>Transmitted Data</b>	means the Transactional Data transmitted/received by the Bank to/from the Solutions Provider in relation to the Identified Account.

- 4.2 Unless the context requires otherwise, in this Local Addendum, any reference to clauses and addendums are, unless otherwise provided, a reference to clauses of and addendums to this Local Addendum.