



## Corporate API/SDK Terms of Use

The API Store, OCBC APIs and OCBC SDK (in each case, as defined below) are provided to you (“**Entity**”) by Oversea-Chinese Banking Corporation Limited (“**OCBC**”) under the following terms and conditions of use (“**Terms of Use**”).

By accessing and/or using the API Store, OCBC APIs and/or OCBC SDK, the Entity agrees to these Terms of Use. Please read them carefully.

### Part 1 – Definitions and Interpretation

#### 1. DEFINITIONS

1.1 In these Terms of Use, unless the context otherwise requires, the following expressions shall have the following meanings:

- 1.1.1 “*Account*” is defined in Clause 3.6;
- 1.1.2 “*Additional Terms*” is defined in Clause 11.1;
- 1.1.3 “*API*” means any application programming interface, including any software code comprised therein and/or implementing the same;
- 1.1.4 “*API Gateway*” means the OCBC API Gateway;
- 1.1.5 “*API Store*” means the platform owned and operated by OCBC to make available the OCBC APIs and which is accessible at such location as may be prescribed by OCBC from time to time, and includes any of the features, services and functions made available through such platform;
- 1.1.6 “*Confidential Information*” means the Documentation, OCBC Communications, OCBC Materials and any information which is provided to or obtained by the Entity in connection with these Terms of Use, including without limitation any data, encryption keys, Username and/or Password;
- 1.1.7 “*Corporate API/SDK Pricing Guidelines*” means any pricing guidelines which set out any fees or charges for the access or use of the OCBC Materials;
- 1.1.8 “*Derivative Works*” is defined in Clause 16;
- 1.1.9 “*Derived API*” means any API, computer program and/or software code which is made, created and/or developed by or on behalf of the Entity in connection with the OCBC SDK from time to time and any derivatives, modifications, reconfigurations, improvements and/or changes to any of the foregoing;
- 1.1.10 “*Documentation*” means any relevant documentation, notices, instructions, guidelines and operating rules and policies in connection with the API Store, OCBC SDK and/or OCBC APIs which OCBC issues from time to time, or any relevant specifications which OCBC prescribes from time to time, which may be notified to the Entity via the API Store or otherwise;
- 1.1.11 “*End Users*” means end users of the Entity Application;
- 1.1.12 “*End-User Electronic Instructions*” is defined in Clause 3.1;

- 1.1.13 “*Entity API*” means any API made available by or on behalf of the Entity to OCBC from time to time, including any services, functions and/or features made available through such API by or on behalf of the Entity and any derivatives, modifications, reconfigurations, improvements and/or changes to any of the foregoing;
- 1.1.14 “*Entity Application*” means any software application, platform, website or other applications of the Entity which involves the use of the OCBC APIs and/or Derived APIs;
- 1.1.15 “*Entity Communications*” means any responses, notifications, instructions, communications, data, or information communicated by or on behalf of the Entity to OCBC, including End-User Electronic Instructions, and any unique identification code which identifies the relevant Entity Transaction (such as, without limitation, the “Bank Reference Number”, the “Transaction Reference Number”, the “Unique Transaction Reference”, etc);
- 1.1.16 “*Entity Transaction*” means any transaction or instruction effected or issued, or purported to be effected or issued, through the OCBC APIs and/or Derived APIs;
- 1.1.17 “*Indemnitees*” is defined in Clause 15.1;
- 1.1.18 “*Individuals*” is defined in Clause 13.2;
- 1.1.19 “*Loss*” or “*Losses*” includes all losses, settlement sums, costs (including legal fees and expenses on a solicitor-client basis), penalties, fines, charges, fees, expenses, damages, claims, actions, applications, demands, proceedings, threats or any other analogous claims, and other liabilities, whether foreseeable or not;
- 1.1.20 “*New Materials*” is defined in Clause 11.2;
- 1.1.21 “*OCBC API*” means any API made available by or on behalf of OCBC to the Entity (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 OCBC and any derivatives, modifications, reconfigurations, improvements and/or changes to any of the foregoing;
- 1.1.22 “*OCBC Communications*” means any 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 OCBC to the Entity, including without limitation any electronic mail sent by or behalf of OCBC to the Entity in connection with the OCBC SDK;
- 1.1.23 “*OCBC Corporate API/SDK Service*” means any services, products, features and/or functionalities offered by OCBC to enable the End Users to effect the Entity Transaction, including the transmission of the Entity Communications to OCBC, funds transfer and/or bill payment;
- 1.1.24 “*OCBC Group*” is defined in Clause 13.1;
- 1.1.25 “*OCBC Materials*” means the API Store, OCBC Corporate API/SDK Service, OCBC Communications, OCBC APIs and/or OCBC SDK (as the case may be), as well as any other communication, correspondence, products, services, information and materials in connection therewith;
- 1.1.26 “*OCBC Representatives*” is defined in Clause 13.1;

- 1.1.27 “*OCBC SDK*” means the software development kit made available by or on behalf of OCBC to the Entity (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;
- 1.1.28 “*Password*” means the valid password that the Entity uses in conjunction with the Username to access and/or use the OCBC APIs, and/or password-protected and/or secure areas of the API Store;
- 1.1.29 “*Personal Data*” means any data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which OCBC has or is likely to have access, including data in OCBC’s records as may be updated from time to time. Examples of such Personal Data include the individual’s name, address, national registration identity card (“**NRIC**”) number or e-mail address;
- 1.1.30 “*Relevant OCBC Agreements*” is defined in Clause 11.4;
- 1.1.31 “*Third Party Software*” is defined in Clause 6.3;
- 1.1.32 “*Trade Marks*” is defined in Clause 16; and
- 1.1.33 “*Username*” means the unique login identification name or code which identifies the Entity.

## 1.2 INTERPRETATION

In these Terms of Use: (i) whenever the words “include”, “includes” or “including” are used in these Terms of Use, they shall be deemed to be followed by the words “without limitation”; (ii) words importing the singular only shall also include the plural and vice versa where the context requires; (iii) references to a statute or statutory provision in these Terms of Use are to Singapore statutes or statutory provision unless otherwise stated, and shall include that statute or provision as from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to the subject matter of or the transactions entered into in accordance with these Terms of Use; and (iv) clause headings are inserted for convenience only and shall not affect the interpretation of these Terms of Use.

## Part 2 - Terms governing the Entity’s access and use of the API Store, OCBC SDK and OCBC APIs

### 2. CONDITIONS FOR THE USE OF THE API STORE, OCBC SDK AND OCBC APIS

- 2.1 The Entity must comply with all Documentation pertaining to the access and/or use of the API Store, OCBC SDK and/or OCBC APIs which OCBC issues from time to time.
- 2.2 The Entity must also: (i) abide by all applicable laws and regulations in the Entity’s access and/or use of the API Store; (ii) not impersonate any person or entity or to falsely state or otherwise misrepresent the Entity’s affiliation with any person or entity; (iii) not send, distribute or upload, in any way, data or materials that contain viruses, malicious code or harmful components that may impair or damage the operation of another’s computer or equipment; and (iv) not post, promote or transmit through the API Store any unlawful, harassing, libellous, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature.
- 2.3 The Entity may access and/or use the API Store, OCBC SDK and/or OCBC APIs or make available to the End Users access to and use of the OCBC Corporate API/SDK Service, strictly in connection with the Entity’s business, services or products in the manner required by OCBC

from time to time, including promptly following up on responses from OCBC that have been transmitted through the OCBC APIs and/or Derived APIs.

- 2.4 The Entity acknowledges that End Users may subscribe to OCBC's services, products, features and/or functionalities through the OCBC APIs and/or Derived APIs.

### 3. **END-USER ELECTRONIC INSTRUCTIONS AND END USER QUERIES**

- 3.1 End-User Electronic Instructions: The Entity warrants and represents for the benefit of OCBC and undertakes to procure, that any Entity Communications transmitted or issued through OCBC APIs and/or Derived APIs for or on behalf of the End Users, including in connection with the OCBC Corporate API/SDK Service and/or the Entity Transaction and received by OCBC (such Entity Communications referred to as "**End-User Electronic Instructions**") are authorised and mandated by the relevant End Users and that such End-User Electronic Instructions are accurate and complete.

- 3.2 Entity's responsibility for End-User Electronic Instructions: The Entity is solely responsible for ensuring and procuring that all End Users agree to the terms of these Terms of Use as a condition for the use of any OCBC APIs, Derived APIs, any functions enabled by such OCBC APIs and/or Derived APIs, and the OCBC Corporate API/SDK Service, and that all necessary mandates, authorisations and instructions are duly obtained directly or indirectly for or on behalf of OCBC by the Entity before effecting the End-User Electronic Instructions. The Entity is also solely responsible for verifying the authenticity, the authority or the identity of any persons effecting the End-User Electronic Instructions or the authenticity, accuracy and completeness of any End-User Electronic Instructions, including putting in place appropriate authentication measures, and the Entity acknowledges and agrees (both on behalf of itself and its End Users) that any End-User Electronic Instructions are irrevocable and binding on each relevant End User.

- 3.3 No obligation to investigate or verify the End-User Electronic Instructions: OCBC shall not be obliged to investigate or verify the authenticity, the authority or the identity of any persons effecting the End-User Electronic Instructions or the authenticity, accuracy and completeness of any End-User Electronic Instructions. Notwithstanding this, OCBC shall have the right, in its sole and absolute discretion, to decline to act or refrain from acting promptly upon any End-User Electronic Instructions and if OCBC so chooses, to investigate or verify the authenticity, the authority or the identity of such persons effecting the End-User Electronic Instructions or the authenticity, accuracy and completeness of such End-User Electronic Instructions.

- 3.4 Ambiguous or conflicting the Entity Communications/End-User Electronic Instructions: Without prejudice to the generality of Clause 3.3, OCBC may in its sole and absolute discretion, refuse to comply with any Entity Communications and/or End-User Electronic Instructions if such Entity Communications and/or End-User Electronic Instructions are ambiguous or conflicting, and the Entity undertakes to ensure that such ambiguity shall be resolved to OCBC's satisfaction.

- 3.5 End Users' queries: Where OCBC receives any queries from End Users in connection with any Entity Transaction, Entity Application, End-User Electronic Instructions and/or OCBC Corporate API/SDK Service for the Entity Transaction:

3.5.1 OCBC shall have no obligation to respond to and/or address any queries from End Users in connection with any Entity Transaction; and

3.5.2 OCBC may, in its sole and absolute discretion, direct such queries to the Entity, and the Entity shall use its best endeavours to address such queries.

- 3.6 Where any OCBC API and/or Derived API provides any functionality in respect of payments from the account(s) of any Entity (“**Account**”), the following shall apply in addition to the matters set forth above:
- 3.6.1 upon OCBC receiving any End-User Electronic Instructions to effect any payments to any End User, OCBC shall be authorised to debit the Account(s) for the amounts specified in each such instruction and effect payment to the payee. In effecting any such payment, OCBC shall not be obliged to identify the actual account number(s) or e-wallet of the payee, but shall be entitled to rely on such account proxy identifiers, e-wallet proxy identifiers and proxy payment platforms as OCBC may see fit (including without limitation, such identifiers used in connection with the proxy payment service known as PayNow offered by participating banks of the Association of Banks in Singapore), and/or third party payment providers to effect such payments, and each 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, OCBC 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);
- 3.6.2 OCBC shall have the right to (but is not bound to) 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;
- 3.6.3 OCBC shall not be required to ascertain or verify that any particulars or information contained in any End-User Electronic Instructions is accurate or correct, nor shall OCBC be required to compare or match the payment against any sum(s) previously paid by the payee to the Entity or End User or the purposes of any payment. Without limiting the generality of the foregoing, in making any payment, OCBC shall have no obligation to ensure that:
- (i) the payee has any legal or other right to receive any payment authorised by the Entity or End User under any End-User Electronic Instruction;
  - (ii) the amounts paid by OCBC match any previous payments by the payee to the Entity or End User or at all;
  - (iii) the actual payee of funds paid pursuant to any End-User Electronic Instruction is indeed the person or party intended as the payee by the Entity or End User, 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;
- 3.6.4 the Entity and each End User shall indemnify OCBC from or against all Losses which OCBC may incur or sustain from or by reason of accepting or acting on the any End-User Electronic Instruction or any inability to do so, regardless of the manner in which such Instructions are submitted or communicated to OCBC;
- 3.6.5 unless otherwise expressly agreed between OCBC and the Entity and each End User in writing, OCBC shall not be obliged to advise the Entity and each End User of any debits and/or credits so effected in connection with any End-User Electronic Instruction;

- 3.6.6 OCBC shall have no obligation to act on any recall, cancellation and/or amendment of any payment pursuant to any End-User Electronic Instruction, and even if OCBC is willing to assist in doing so in its sole and absolute discretion, it shall only use its reasonable endeavours to provide such assistance in relation to such recall, cancellation and/or amendment and does not warrant or represent that any such recall, cancellation and/or amendment will be successful. To the maximum extent permitted under applicable laws, OCBC shall not be liable for any Losses in connection therewith or otherwise suffered by the Entity and each End User if OCBC does not or is unable to amend, cancel or recall any such End-User Electronic Instruction. The Entity and each End User further agrees and undertakes to fully indemnify and hold harmless OCBC from and against any and all Losses which OCBC may incur or suffer by reason of or in connection with any recall, cancel or amendment of any End-User Electronic Instruction or any recovery of any payments;
- 3.6.7 OCBC shall have the right to deem any data submitted by the Entity and each End User in connection with any End-User Electronic Instruction to be authorised for disclosure, complete, accurate, and reliable; and
- 3.6.8 to the maximum extent permitted under applicable laws:
- (i) OCBC hereby expressly disclaims all warranties, whether express, statutory or implied, including but not limited to the warranties of non-infringement of third party rights, title, satisfactory quality, accuracy, adequacy, completeness, timeliness, merchantability, currency, reliability, performance, security, fitness for a particular purpose, continued availability, or inter-operability with other systems or services, and no such warranty or representation is given in conjunction with any End-User Electronic Instruction; and
  - (ii) in no event shall OCBC be liable to the Entity and each End User for or in connection with any End-User Electronic Instruction (including but not limited to any erroneous transfer, and/or mismatch of any payee and/or payor).

#### **4. ENTITY TRANSACTIONS AND ENTITY APPLICATIONS**

- 4.1 OCBC neither endorses nor assumes any responsibility for any Entity Transaction and/or Entity Application.
- 4.2 The Entity is solely responsible for: (i) any and all Entity Transactions and/or any services or products for or in connection with such Entity Transaction, including delivery, support, refunds, returns and any other ancillary services or products; and (ii) its use, control, ownership and/or operation of any Entity Application.

#### **5. NO LINKING**

The Entity may not, without OCBC's prior written permission, insert a hyperlink to, or establish frames of, the API Store (or any part thereof, including any webpages, images, video, audio, graphics, text, code, program and/or any other material on the API Store) on any other website or webpage or "mirror" any material contained on the API Store on any other server.

### **Part 3 - Terms governing access and use of the OCBC APIs, OCBC SDK and OCBC Communications**

This Part applies when the Entity accesses and/or uses any OCBC API(s), Derived APIs and/or the OCBC SDK.

#### **6. LICENCE TO USE THE OCBC APIs AND/OR OCBC SDK**

- 6.1 Insofar as the Entity uses any OCBC API(s), OCBC grants to the Entity a personal, limited, non-exclusive, non-transferable, non-sublicensable right to access and use such OCBC APIs in the manner permitted by and subject always to these Terms of Use.
- 6.2 Insofar as the Entity uses the OCBC SDK, OCBC grants to the Entity, a personal, limited, non-exclusive, non-transferable, non-sublicensable right to access and use the OCBC SDK for the sole purpose of integrating Entity Applications with the API Gateway in the manner permitted by and subject always to these Terms of Use.
- 6.3 The Entity acknowledges that access and/or use of some software components used in the OCBC Materials may be offered under third party licences (“**Third Party Software**”), and the Entity agrees to be bound by any additional terms under any such third party licences, to the extent of any inconsistency between these Terms of Use and those terms.
- 6.4 OCBC reserves all rights not granted hereunder.
- 6.5 The Entity is solely responsible for its access and/or use of the OCBC SDK, and for ensuring that each Entity Application and/or Derived API is compatible with the OCBC Materials from time to time. If any Entity Application and/or Derived API uses or implements an outdated version of the OCBC Materials, the Entity acknowledges and agrees that such Entity Application and/or Derived API may not be able to communicate and/or integrate with the OCBC Materials. For the avoidance of doubt, OCBC shall not at any time be obliged to provide any modifications to the OCBC Materials, including any updates and/or upgrades to the OCBC Materials or any new versions and/or releases of the OCBC Materials which result in new features.
- 6.6 OCBC shall have the right to impose charges for the access to or use of the OCBC APIs, OCBC SDK, API Store and/or OCBC Corporate API/SDK Service. The Entity shall pay the applicable charges in accordance with the Corporate API/SDK Pricing Guidelines made available on the API Store or such other means by OCBC. Without prejudice to the rights and remedies of OCBC as set forth in the Business Account Terms and Conditions (available at all OCBC Bank branches and at <https://www.ocbc.com>), any such sums shall be deemed to be a debt owing and due from the Entity. OCBC shall have the right but shall not be obliged to revise the Corporate API/SDK Pricing Guidelines at its sole discretion from time to time by notice to the Entity in accordance with Clause 19.
- 6.7 The Entity hereby grants to OCBC a fully paid-up, non-exclusive, transferable, sublicensable right to access and use the Entity APIs and any intellectual property rights vested in the Entity comprised within the Derived APIs.
- 6.8 The Entity warrants, represents and undertakes for the benefit of OCBC that:
- 6.8.1 it has the right and all necessary consents to enter into these Terms of Use and to grant to OCBC all rights contemplated hereunder (including such rights in and to the Entity APIs and Derived APIs);
- 6.8.2 the Entity APIs, Derived APIs and any Entity Communications are free from viruses, malicious codes, or harmful components that may impair or damage the operation of another’s computer or equipment;
- 6.8.3 the Entity 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 Entity APIs and/or Derived APIs to be:
- (i) provided in source code form or any licence terms inconsistent with these Terms of Use;

- (ii) licensed to others to allow the creation or distribution of any enhancements, derivatives, changes, modifications, alterations or adaptations of or to such Entity APIs and/or Derived APIs in whatever form or medium; and/or
- (iii) distributed without charge; and

6.8.4 use and exploitation of all materials supplied by the Entity to OCBC under these Terms of Use (including any Entity API and/or Derived API) shall not infringe any third party intellectual property rights or expose OCBC to any claims, suits, demands, actions or other legal proceedings.

## **7. LICENCE REQUIREMENTS AND RESTRICTIONS**

7.1 The Entity both on behalf of itself and its End Users agrees and undertakes to abide by any licence requirements or restrictions referenced in the Documentation.

7.2 The Entity shall, unless otherwise expressly agreed by OCBC in writing:

7.2.1 use the OCBC APIs and/or OCBC SDK strictly for non-commercial purposes;

7.2.2 use the OCBC APIs and/or OCBC SDK strictly in accordance with any relevant Documentation and strictly for purposes that are permitted by any applicable laws or regulations;

7.2.3 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 OCBC's brand which are automatically generated via the use of the OCBC APIs and/or OCBC SDK. The Entity agrees that OCBC has the sole right and discretion to determine whether the Entity's adherence to the foregoing and/or such attributions are satisfactory;

7.2.4 take all necessary steps and/or precautions to ensure that the Entity Applications (whether using the OCBC APIs and/or OCBC SDK or not) are not mistaken or misrepresented as being OCBC's products or services. The Entity agrees that the Entity Applications shall at all times be made available or provided as the Entity's applications or services;

7.2.5 notify and obtain consent from End Users before their location data is collected, transmitted or otherwise used by any of the Entity Applications which offer location-based services or functionality;

7.2.6 ensure that the Entity either owns all content used in the Entity Application, or has obtained consent from the relevant content owners to use their content in the Entity Application; and

7.2.7 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 Entity's software, systems, networks or servers.

7.3 Notwithstanding any other provision of these Terms of Use, the Entity shall also, unless otherwise expressly agreed by OCBC in writing:

7.3.1 only use OCBC Communications for its internal purposes or such other purposes permitted by OCBC in writing;



- 7.3.2 not disclose, sell or transfer any OCBC Communications without OCBC's prior written consent;
  - 7.3.3 exercise reasonable safeguards to protect all OCBC Communications from unauthorised access or use; and
  - 7.3.4 immediately delete any and all OCBC Communications on OCBC's request.
- 7.4 The Entity shall not, save as otherwise expressly agreed by OCBC in writing and unless permitted by applicable laws:
- 7.4.1 sell, resell, assign, sublicense, distribute, transmit, publicly display, rent, lease, lend, export, offer on a "pay-per-use" basis or publish the OCBC APIs and/or OCBC SDK or any part thereof in any form by any means to any third party, for monetary benefit or any other consideration;
  - 7.4.2 interfere with or disrupt the OCBC APIs and/or OCBC SDK or the servers or networks providing the OCBC APIs and/or OCBC SDK or any part thereof;
  - 7.4.3 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 OCBC APIs and/or OCBC SDK, or any part thereof;
  - 7.4.4 use the OCBC SDK in connection with any services, products, features and/or functionalities that are not offered by OCBC;
  - 7.4.5 use the OCBC APIs, OCBC SDK, OCBC Communications and/or Entity Applications in a manner which:
    - (i) contravenes any applicable laws and regulations; or
    - (ii) promotes or facilitates any form of material or activity which OCBC deems objectionable or would subject itself to reputational risk, including, without limitation, gambling, obscenity, pornography, prostitution, drugs, crime, cruelty, violence and any other materials or activities;
  - 7.4.6 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 the OCBC Corporate API/SDK Service, except that the Entity may store limited amounts of OCBC Communications which is strictly necessary for the sole purpose of processing the Entity Transaction of improving the performance of the Entity Applications due to network latency (and not for the purpose of preventing OCBC 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 the OCBC APIs and/or OCBC SDK and does not modify attribution to OCBC in any way;
  - 7.4.7 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 OCBC or assigned by End Users in connection with any services, products, features and/or functionalities offered by OCBC; and/or
  - 7.4.8 delete or alter any trade names, trade marks, logos, domain names and/or other attribution to OCBC's brand, which are provided due to the use of the OCBC APIs and/or OCBC SDK.

- 7.5 Any breach of the aforesaid requirements or restrictions shall result in immediate and automatic termination of all rights and licence granted hereunder. The use restrictions set out herein shall survive the termination of these Terms of Use.

#### **Part 4 - General terms**

### **8. USER ACCOUNT/CREDENTIALS**

- 8.1 Access to and use of the password-protected or secure areas of the API Store are restricted to authorised users only. The Entity may not obtain or attempt to obtain unauthorised access to the OCBC APIs, OCBC SDK or such parts of the API Store, or to any other protected information, through any means not intentionally made available by OCBC for the Entity's specific use. A breach of this provision may be an offence under the Computer Misuse Act, Chapter 50A of Singapore.

- 8.2 A Username and Password may either be: (i) determined and issued to the Entity by OCBC; or (ii) provided by the Entity and accepted by OCBC in OCBC's sole and absolute discretion in connection with the use and/or access of the OCBC APIs and/or the API Store. OCBC may at any time in its sole and absolute discretion forthwith invalidate, suspend or terminate the user account, Username and/or Password issued to the Entity without giving any reason or prior notice and shall not be liable or responsible for any Loss or damage suffered by or caused by the Entity or arising out of or in connection with or by reason of such invalidation, suspension or termination. The Entity hereby agrees to change the Entity's Password from time to time and to keep the Username and Password confidential and shall be responsible for the security of the Entity's user account and liable for any disclosure or use (whether such use is authorised or not) of the Username and/or Password.

- 8.3 The Entity is solely responsible for the use of the user account, Username or Password issued to the Entity or any other form or means of identification and/or authentication specified by OCBC, for use with the OCBC APIs, OCBC SDK or API Store. Any:

- (i) use of or access to (whether actual or purported), the OCBC APIs, OCBC SDK, API Store and/or any data for or on behalf of the End Users;
- (ii) use of or access to (whether actual or purported), the OCBC APIs, OCBC SDK, OCBC Communications and/or API Store;
- (iii) End-User Electronic Instructions; or
- (iv) Entity Communications,

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

- (a) use of or access to the OCBC APIs, OCBC SDK, API Store and/or any data by the Entity 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);
- (b) use of or access to the OCBC APIs, OCBC SDK, OCBC Communications and/or API Store by the Entity;
- (c) End-User Electronic Instructions transmitted and validly issued by the Entity 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); or

- (d) Entity Communications transmitted and validly issued by the Entity.

The Entity shall be bound by such access, use, End-User Electronic Instructions and/or Entity Communications, and the Entity agrees that OCBC shall have the right but shall not be obliged to act upon, rely on such access, use, End-User Electronic Instructions and/or Entity Communications.

The Entity shall be solely responsible and liable to OCBC in respect thereof as if such access, use, End-User Electronic Instructions and/or Entity Communications (as the case may be) were carried out or transmitted by the Entity.

## 9. ADVERTISING

OCBC may attach banners, java applets and/or such other materials to the API Store, or include advertising in the OCBC Communications provided or made available to the Entity, for the purposes of advertising OCBC's or any third party's products and/or services. By using the OCBC APIs and/or OCBC SDK, the Entity agrees to display any such advertising provided or made available to the Entity through the OCBC APIs and/or OCBC SDK in the form provided to the Entity by OCBC.

## 10. OTHER OCBC RIGHTS

- 10.1 OCBC may 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, the OCBC Materials and shall not be liable if any such upgrade, modification, suspension or alteration prevents the Entity from accessing the OCBC Materials or any part or feature thereof or for any Loss or damage suffered thereby.
- 10.2 OCBC shall have the right but shall not be obliged to: (i) monitor, screen or otherwise control any activity or services; (ii) investigate any violation of the terms and conditions contained herein and take any action it deems appropriate; (iii) prevent or restrict the Entity's access to the OCBC Materials; and/or (iv) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities.

## 11. OTHER APPLICABLE TERMS/NEW MATERIALS

- 11.1 In addition to these Terms of Use, the use of specific aspects of the OCBC APIs, OCBC SDK and/or API Store and/or more comprehensive or updated versions of the OCBC APIs, OCBC SDK and/or API Store may be subject to additional terms and conditions ("**Additional Terms**"), which shall apply in full force and effect.
- 11.2 OCBC shall have the right but shall not be obliged to introduce new products, applications, programmes, services, functions and/or features (collectively, "**New Materials**") to the OCBC Materials. The term "API Store", "OCBC SDK" or "OCBC APIs" (as the case may be) shall include the New Materials which are provided through the API Store, OCBC SDK or OCBC APIs respectively at no charge or fee unless otherwise indicated.
- 11.3 All the New Materials shall be governed by these Terms of Use and may be subject to the Additional Terms which the Entity shall be required to agree to before access to and use of such New Materials are provided. In the event of any inconsistency between these Terms of Use and the Additional Terms, the Additional Terms shall prevail in so far as the inconsistency relates to the service, product and/or programme in question unless otherwise provided.

11.4 For the avoidance of doubt, these Terms of Use shall not affect the terms of any other agreement that may apply the Entity and/or Entity Users in connection with the use of any OCBC Corporate API/SDK Service (“**Relevant OCBC Agreements**”). The Relevant OCBC Agreements shall remain in full force and effect.

## **12. WARRANTIES AND DISCLAIMERS**

12.1 OCBC will use reasonable endeavours to ensure that the OCBC APIs, OCBC SDK and OCBC Communications will operate substantially in conformance with OCBC’s published specifications set forth in the Documentation and any specifications provided by OCBC to the Entity in writing. The foregoing shall not apply where: (i) the OCBC APIs, OCBC SDK or OCBC Communications are used on systems or processes or protocols that are not authorised or recommended by OCBC in such specifications; or (ii) the OCBC APIs, OCBC SDK or OCBC Communications have been altered, modified or adapted by the Entity without the prior written consent of OCBC. Notwithstanding the foregoing, the Entity acknowledges and agrees both on behalf of itself and its End Users that the use of any OCBC Communications, OCBC SDK or OCBC APIs is at its sole risk, and OCBC shall not be liable for any failure of any OCBC API, OCBC SDK or OCBC Communications to so operate, nor shall it be in breach of these Terms of Use solely by reason of such failure.

12.2 OCBC is under no obligation to monitor or review discussions, messages, blogs, chats, postings, transmissions, bulletin boards, and the like on or accessible through the API Store, and 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.

12.3 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 Entity’s own risk.

12.4 OCBC does not and shall not be taken to endorse the Entity Application, and the Entity shall not do anything or permit anything to be done which implies or suggests that OCBC is in any way endorsing the use or commercialisation of the Entity Application.

12.5 Save as otherwise expressly provided elsewhere in these Terms of Use, the OCBC Materials are provided on an “as is”, “as available”, “as received” basis without warranty of any kind (whether statutory, implied or otherwise), all of which are expressly disclaimed.

12.6 Without prejudice to the generality of the foregoing and to the maximum extent permitted under applicable laws, the Entity acknowledges and agrees both on behalf of itself and its End Users that OCBC provides no warranty of any kind, implied, express or statutory in conjunction with the OCBC Materials, including any warranties of title, non-infringement of third party rights, merchantability, accuracy, timeliness, adequacy, completeness, satisfactory quality, non-interruption, fitness for a particular purpose and freedom from errors, omissions, defects, computer virus or other malicious, destructive or corrupting code, agent, program code or macros. OCBC does not warrant that (i) the use of any OCBC Materials will operate in combination with any other hardware, software, system or data; (ii) the OCBC Materials will meet any Entity’s requirements or expectations; (iii) any OCBC Materials will be accurate or reliable; (iv) the OCBC Materials will be uninterrupted, error-free or virus-free, or that errors or defects therein will be corrected and (v) the OCBC Materials will meet any service level requirements of the Entity. The Entity further acknowledges and agrees both on behalf of itself and its End Users that the OCBC Materials 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, OCBC shall not be responsible for any delays, delivery failures, Loss or other damages in connection with such problems.

### 13. DATA PRIVACY AND CONFIDENTIALITY

#### Data Privacy

- 13.1 Where Personal Data relating to the Entity is or will be collected, used or disclosed by OCBC, its related corporations (collectively, "**OCBC Group**") and/or their respective business partners and agents (collectively, "**OCBC Representatives**"), the Entity consents to the OCBC Group and the OCBC Representatives disclosing the Entity's Personal Data for purposes reasonably required by the OCBC Group and the OCBC Representatives to enable them to provide the OCBC Materials to the Entity and for the purposes set out in a Data Protection Policy, which is accessible at [www.ocbc.com/business-policies](http://www.ocbc.com/business-policies) or available on request and which the Entity has read and understood.
- 13.2 Where Personal Data relating to any individuals ("**Individuals**") is or will be collected, used or disclosed by the OCBC Group and/or the OCBC Representatives, the Entity hereby confirms and represents to the OCBC Group and the OCBC Representatives that with respect to any Personal Data of Individuals disclosed to the OCBC Group and/or the OCBC Representatives in connection with the provision of the OCBC Materials to the Entity or at the request of, or by or through the Entity 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 and disclosure of their Personal Data by the OCBC Group and the OCBC Representatives for purposes reasonably required by them to enable them to provide the OCBC Materials to the Entity and for the purposes are set out in a Data Protection Policy, which is accessible at [www.ocbc.com/business-policies](http://www.ocbc.com/business-policies) or available on request and which the Entity confirms that each of the Entity and the Individuals have or will have read and consented to.

#### Confidentiality

- 13.3 The Entity undertakes that it shall: (a) take reasonable precautions to safeguard OCBC's Confidential Information, and such precautions shall be no less stringent than those the Entity takes to protect its own confidential information; and (b) use OCBC's Confidential Information solely to exercise its rights and perform its obligations under or in connection with these Terms of Use, and shall not disclose to any person any Confidential Information except as permitted by these Terms of Use.
- 13.4 The Entity may disclose Confidential Information: (a) to its employees, officers, representatives or advisers on a need-to-know basis, provided that the Entity takes steps to ensure that its employees, officers, representatives or advisers to whom it discloses Confidential Information comply with this Clause 13; and (b) as may be required by applicable laws, to a court of competent jurisdiction or any governmental or regulatory authority.
- 13.5 When Confidential Information is no longer necessary for the Entity to perform any obligation under these Terms of Use, the Entity shall return such Confidential Information to OCBC or destroy it at OCBC's request.
- 13.6 The Entity shall immediately notify OCBC if the Entity has knowledge that or has reason for suspecting that: (a) the confidentiality of any Confidential Information has been compromised; and/or (b) there has been any unauthorised use or disclosure of Confidential Information, and shall reasonably cooperate to help OCBC regain possession of the Confidential Information and prevent further unauthorised use or disclosure.

## 14. LIMITATION OF LIABILITY

14.1 Exclusion of liability: Notwithstanding any other provision of these Terms of Use, and without prejudice to the generality of Clause 12.5 above and to the maximum extent permitted under applicable laws, in no event shall OCBC be liable for:

14.1.1 any Loss, damages or expense caused by or attributable in whole or in part to:

- (i) the Entity's own act, omission, default or failure to perform its obligations hereunder;
- (ii) any access and/or use of the OCBC Materials (whether by the Entity or otherwise), including in connection with any Third Party Software;
- (iii) any inaccuracy, mistake, malfunction, error or delay in the OCBC Materials;
- (iv) any omission by OCBC to provide any OCBC Materials; and/or
- (v) any other matter relating to or in connection with the OCBC Materials;

14.1.2 any indirect, incidental, consequential, special or exemplary costs, claims, expenses, Loss or damages, even if informed of the possibility of such costs, claims, expenses, Loss and damage; and

14.1.3 any special damage even if OCBC was aware of the circumstances in which such special damage could arise, loss of revenue or business opportunities, loss of profits, loss of agreements or contracts, loss of anticipated savings, loss of sales or business, loss of data, loss of or damage to goodwill loss of use or corruption of software, data or information or loss of value of any equipment.

14.2 Limitation of Liability: To the extent not excluded or if any liability cannot be excluded under any applicable laws and regulations, OCBC's maximum aggregate liability for all claims, suits, demands, actions or other legal proceedings under, arising out of or relating to these Terms of Use or the OCBC Materials, 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 OCBC from the Entity in the twelve months preceding the first event or occurrence giving rise to any damages or liability. Unpaid fees, claimed by OCBC and which are due under these Terms of Use, 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 Entity's sole and exclusive remedy and OCBC's entire aggregate liability for any breach of any obligations of OCBC relating to these Terms of Use or the OCBC Materials.

14.3 The Entity shall have a duty to use at least commercially reasonable efforts to mitigate any liability suffered by the OCBC in connection with these Terms of Use and/or the OCBC Materials.

14.4 The Entity agrees and acknowledges that it is the best judge of the value and importance of the data of the Entity ("**Entity Data**"), whether in physical form or stored in electronic medium, and the Entity 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 Entity Data.

## 15. INDEMNITY

15.1 Without prejudice to any other indemnities in these Terms of Use, the Entity hereby unconditionally and irrevocably undertakes to indemnify, defend and hold harmless OCBC, and its related corporations, and any of their officers, directors, agents, employees and licensors

(collectively, “**Indemnitees**”), from and against any and all demands, claims, actions, proceedings, suits, liabilities, Losses, damages, settlements, penalties, fines, costs or expenses (including legal fees) which any Indemnitee may suffer or suffers arising out of or in connection with:

- 15.1.1 these Terms of Use;
  - 15.1.2 the provision of OCBC Materials;
  - 15.1.3 any breach of the Entity’s representations, warranties, undertakings or obligations under these Terms of Use;
  - 15.1.4 any Entity Communications including any End-User Electronic Instructions or the acting upon or carrying out of any such Entity Communications or the taking of steps in connection with or in reliance upon any such Entity Communications;
  - 15.1.5 any Entity Transaction;
  - 15.1.6 any Entity Application;
  - 15.1.7 any access and/or use of the OCBC Materials by the Entity, End Users or third parties;
  - 15.1.8 any negligent act or omission or wilful default, misconduct or fraud of the Entity;
  - 15.1.9 any contravention of any applicable laws, regulations or guidelines by the Entity, including any data protection, privacy or confidentiality laws in any relevant jurisdictions, whether arising on account of the actions of the Entity or otherwise howsoever; and/or
  - 15.1.10 any claim by any third party against any Indemnitee arising from any circumstance specified above.
- 15.2 The Entity shall cooperate fully in the defence of any allegation or third-party legal proceeding. OCBC shall have the right to assume the exclusive control and defence of any indemnified matter under this Clause 15.

## **16. INTELLECTUAL PROPERTY**

All copyright and other intellectual property and proprietary rights in the OCBC Materials belong to OCBC or its licensors unless otherwise indicated. Subject to the terms of these Terms of Use, the Entity may access the OCBC Materials provided that the Entity also retains all copyright and other proprietary notices contained therein. The Entity shall not, however, copy, reproduce, distribute, modify, transmit, reuse, re-post, or use the OCBC Materials without OCBC’s prior written permission or unless permitted by applicable laws. The trade marks, logos, and service marks (collectively, “**Trade Marks**”) displayed in connection with the OCBC Materials are registered and unregistered Trade Marks of OCBC or where applicable, other third party proprietors. No right or licence is given to any party accessing the OCBC Materials to reproduce or use any such Trade Marks. In the event that any enhancements, derivatives, changes, modifications, alterations or adaptations of or to the OCBC Materials in whatever form or medium (collectively, “**Derivative Works**”), are made, created, developed, or acquired by the Entity (whether or not authorised under these Terms of Use or whether or not permitted by OCBC) 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 OCBC. This clause shall survive the termination of these Terms of Use.

## **17. TRANSACTIONS WITH THIRD PARTIES**

Under no circumstances shall it be construed that, in the case of the services, products or programmes of any third party, OCBC is a party to any transaction between the Entity and such third party or that OCBC endorses, sponsors, certifies, or is involved in the provision of such services, products, applications or programmes accessible via the OCBC Materials and OCBC 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.

## **18. TERMINATION**

18.1 OCBC, in its sole discretion, may with immediate effect upon giving the Entity notice, terminate the access to and/or use of the OCBC Materials (or any part thereof) for any reason whatsoever, including a breach of any of the terms and conditions of these Terms of Use, without being responsible for any Loss or damage suffered thereby.

18.2 The Entity may terminate these Terms of Use by giving thirty (30) days' notice in writing to OCBC. Upon termination of these Terms of Use for any reason whatsoever, all rights and/or licences granted to the Entity under these Terms of Use shall immediately cease and terminate.

## **19. AMENDMENTS TO TERMS OF USE**

OCBC may impose such further terms and conditions and make such amendments to these Terms of Use, the Documentation and/or Corporate API/SDK Pricing Guidelines as OCBC may in its discretion deem fit from time to time (including terms or amendments allowing OCBC to charge or revise fees for the use of the OCBC Materials). By continuing to access and/or use the OCBC Materials after such amendment and/or after such further terms have been imposed, the Entity agrees to be bound by any such terms and/or amendments (as the case may be). OCBC will notify the Entity of such amendments by: (i) publishing such amendments in the statements sent to the Entity; (ii) displaying such amendments at OCBC's branches or automated teller machines; (iii) posting the amendments on OCBC's website; (iv) electronic mail or letter; (v) publishing such amendments in any newspapers; or (vi) such other means of communication as OCBC may determine, which the Entity agrees shall be sufficient notice for the purpose of this clause.

## **20. NOTICES**

Any notice or other communication in connection with these Terms of Use may be given by post to the address then most recently notified by the recipient to the sender.

## **21. FORCE MAJEURE**

OCBC shall not be liable for any non-performance, error, interruption or delay in the performance of its obligations under these Terms of Use or in the OCBC Materials' operation, or for any inaccuracy, unreliability or unsuitability of the OCBC Materials if due, in whole or in part, directly or indirectly to an event or failure which is beyond its reasonable control (including acts of God, natural disasters, epidemics, acts of war or terrorism, acts of any government or authority, power failures, acts or defaults of any telecommunications network operator or carriers and the acts or a party for whom OCBC is not responsible for).

## **22. GENERAL**

22.1 The Entity may not assign the Entity's rights under these Terms of Use without OCBC's prior written consent. OCBC may assign OCBC's rights under these Terms of Use to any third party.

22.2 These Terms of Use shall bind the Entity and OCBC and OCBC's respective successors in title and assigns. These Terms of Use shall continue to bind the Entity notwithstanding any change



in OCBC's name or constitution or OCBC's merger, consolidation or amalgamation with or into any other entity (in which case these Terms of Use shall bind the Entity to OCBC's successor entity).

- 22.3 If any provision of these Terms of Use is held to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be struck and severed from these Terms of Use and the remaining provisions of these Terms of Use shall not be affected thereby.
- 22.4 No failure or delay to exercise OCBC's rights under these Terms of Use shall operate as a waiver thereof nor shall such failure or delay affect OCBC's right to enforce OCBC's rights under these Terms of Use.
- 22.5 If these Terms of Use is translated into a language other than English, the English text shall prevail. These Terms of Use and OCBC's relationship with the Entity hereunder is governed by and construed in accordance with Singapore law. The Entity submits to the non-exclusive jurisdiction of the courts of Singapore.
- 22.6 These Terms of Use are in addition to and shall be read in conjunction with the prevailing Business Account Terms and Conditions (as amended from time to time, available at all OCBC Bank branches and at <https://www.ocbc.com>). In the event of any conflict or inconsistency between the two, these Terms of Use shall prevail over the Business Account Terms and Conditions to the extent of such conflict or inconsistency.
- 22.7 The Entity acknowledges and agrees that OCBC's records and any records of the communications, transactions, instructions or operations made or performed, processed or effected through the OCBC Materials by the Entity or any person purporting to be the Entity, acting on the Entity's behalf or purportedly acting on the Entity's behalf, with or without the Entity's consent, or any record of communications, transactions, instructions or operations relating to the operation of the OCBC Materials and any record of any communications, transactions, instructions or operations maintained by OCBC or by any relevant person authorised by OCBC relating to or connected with the OCBC Materials shall be binding on the Entity for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations.
- 22.8 No person or entity who is not a party to these Terms of Use shall have any right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore or other similar laws to enforce any term of these Terms of Use, 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 of Use.
- 22.9 Without prejudice to the generality of Clause 22.8 above, OCBC's right to vary, amend or rescind these Terms of Use in accordance with these Terms of Use may be exercised without the consent of any person or entity who is not a party to these Terms of Use.
- 22.10 The Entity agrees and acknowledges that these Terms of Use and the services provided or made available thereunder do not include the provision of Internet access or other telecommunication services by OCBC. Any Internet access or telecommunications services (such as mobile data connectivity) required by the Entity to access and use the OCBC Materials or to make available to the End Users access to and use of the OCBC Corporate API/SDK Service shall be the Entity's sole responsibility and shall be separately obtained by the Entity, at their own cost, from the appropriate telecommunications or internet access service provider.