

## **Terms of Use - OCBC Pay Anyone™ Third Party Services**

In addition to the terms and conditions set out in <https://www.ocbc.com/personal-banking/terms-and-conditions/tncs-ocbc-pao-service>, these terms of use ("**Terms**") apply to and regulate your use of Oversea-Chinese Banking Corporation Limited's (the "**Bank's**") OCBC Pay Anyone™ Application ("**Application**") and OCBC Pay Anyone™ Service ("**PAO Service**") where OCBC may make available products and/or service offerings of various Merchants (defined below) through our partnered Operators (defined below). When you read these Terms, "you", "your" and "User" mean an end user of the Application and the words "we", "our" and "us" refer to OCBC and its successors and assigns. By accessing the Application, you agree to be bound by these Terms with OCBC. If you do not agree to these Terms, kindly do not access or use the Application.

**If you are below 18 years old:** you must obtain consent from your parent(s) or legal guardian(s), their acceptance of these Terms and their agreement to take responsibility for: (i) your actions; and (ii) your acceptance and compliance with these Terms. If you do not have consent from your parent(s) or legal guardian(s), you must stop accessing or using the Application.

### **1. DEFINITIONS**

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

- 1.1 "Application" means the OCBC Pay Anyone™ Application through which OCBC may make available product and service offerings from Operators and/or Merchants to Users, either directly on the Application, or via such Operators' platforms accessible via the Application, and any other features, services and functions made available through such platform from time to time, but shall exclude any external website or webpage owned, operated and maintained by the Operator, Merchant or any other third party.
- 1.2 "Content" means information, data, text, messages or other materials.
- 1.3 "Customer Contract" is defined in Clause 2.6.
- 1.4 "Losses" means all losses, settlement sums, costs (including legal fees and expenses on a solicitor client basis), charges, expenses, actions, proceedings, claims, demands and other liabilities, whether foreseeable or not.
- 1.5 "Merchant" means such third-party merchants whose products and/or services are offered, provided or otherwise made available to Users either directly on the Application, or via such Operators' platforms accessible via the Application.
- 1.6 "Operator" means such third-party operators of platforms, including any features and functionalities therewith, integrated with the Application that allows Users to purchase products and/or services, whether from the Operator directly, and/or from other Merchants.
- 1.7 "Order" means an order from the User for an Operator's or a Merchant's products and/or services, which may be placed by the User either on the Application directly, or via the relevant Operator's platform accessible via the Application.

- 1.8 "Personal Data" refers to any data, whether true or not, about an individual who can be identified (i) from that data; or (ii) 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.

## 2. **THIRD PARTY PARTNERSHIPS**

- 2.1 The Application allows you to browse and place Orders for products and services from the Operators and/or other Merchants, either directly through the Application, or through the Operators' platforms which are accessible via the Application. OCBC does not own, sell or resell any products and services and does not control the Operators, Merchants or any products and services provided by them. For avoidance of doubt, any Orders placed directly through the Application will be processed and handled by the relevant Operator and/or Merchant, and not OCBC.
- 2.2 You acknowledge and accept that, except for the PAO Service and/or otherwise indicated, all products and services offered on the Application, or on an Operator's platform (which may be accessible through the Application) are sold and/or provided by the relevant Operator or Merchant as indicated on the specific listing on the Application or Operator's Platform as the merchant on record, and not OCBC. You understand that any Order that you place shall be subject to the product and/or service availability/serviceability of the relevant Operator or Merchant, as well as any additional terms and conditions (including but not limited to any terms or policies relating to or governing refunds, returns, cancellations or exchanges) provided by OCBC, Operators or Merchants.
- 2.3 OCBC neither endorses nor assumes any responsibility or liability arising in connection with any Order or the products and services in respect of which an Order is carried out. Transfer of risk and property in purchased products, delivery, product warranties (including the conditions and remedies for such warranties), support, refunds, returns, replacements, exchanges and any other ancillary products or services in relation to such products and services shall be governed by and subject to such terms and conditions as may be prescribed by OCBC, the relevant Operator and/or the relevant Merchant, which may be indicated on the specific listing or elsewhere on the Application.
- 2.4 You may place an Order in accordance with the instructions as prescribed on the Application and/or on the relevant Operator's platform from time to time. Orders placed in any other manner on the Application or the relevant Operator's platform (as the case may be) will not be accepted. Upon placing an Order, your Order will be processed but only deemed to be accepted upon the relevant Operator's or Merchant's confirmation (which shall be communicated to you via such channels or mediums as the relevant Operator may determine).
- 2.5 You acknowledge that you shall be responsible for ensuring the accuracy of the Order and that each Order shall be deemed to be irrevocable and non-cancellable upon transmission to the Application or the relevant Operator's platform (as the case may be) and the relevant Operator and/or Merchant shall be entitled to process such Order(s) without any further reference or notice to you.
- 2.6 All Orders (regardless of whether such Orders are made on the Application directly or through an Operator's platform) shall be subject to the relevant Operator's processing and/or the relevant Operator's or Merchant's acceptance at their sole discretion and each accepted Order shall constitute an agreement entered into directly and only between you and the relevant Operator and/or Merchant ("**Customer Contract**"). You acknowledge that unless you receive the relevant Operator's and/or Merchant's confirmation (which shall be communicated to you via such channels or mediums as such Operator and/or Merchant may determine) accepting your Order, the relevant Operator and/or Merchant shall not be party to any legally binding agreements or promises made between such Operator and/or Merchant and you for the sale or other dealings with the relevant products and/or services and accordingly the relevant Operator and/or

Merchant shall not be liable for any Losses which may be incurred as a result. For the avoidance of doubt, such Operator and/or Merchant each reserve the right to decline to process or accept any Order received from or through the Application or the relevant Operator's platform (as the case may be) in their absolute discretion.

2.7 Additionally, OCBC reserves the right to not process any payment transaction via the PAO Service if: (i) such transaction does not comply with the requirements or terms and conditions applicable to the use of the Application, including these Terms, or is otherwise not in the mode or manner required by OCBC; (ii) OCBC is prohibited from processing such transaction by reason of any applicable laws or legal requirements; ; or (iii) for such other reason as OCBC may deem appropriate at its sole discretion.

2.8 OCBC may from time to time, in its sole discretion and without prior notice to you, change and/or amend any of the following:

- (a) the list of Operators and/or Merchants; and
- (b) any specific terms and conditions for any transaction and/or Order,

and shall not be liable for any Losses suffered by you due to such change and/or amendment (including but not limited to any unavailability of the Application and/or any Operator's platform due to transition arrangements).

2.9 You agree that each of the relevant Operator and/or Merchant shall have the right to terminate a Customer Contract with immediate effect in the event that the relevant product and/or service has been mispriced on the Application and/or the Operator's platform, or for any other reason as may be determined by the relevant Operator or Merchant in their absolute discretion. In the case of a Customer Contract for the sale of products, the relevant Operator or Merchant shall have such right to terminate the relevant Customer Contract whether or not the relevant product has been dispatched or are in transit and whether payment has been charged to you.

2.10 You acknowledge and warrant that you have not relied on any term, condition, warranty, undertaking, inducement or representation made by or on behalf of any Operator or Merchant which has not been stated expressly in a Customer Contract or upon any descriptions or illustrations or specifications contained in any document including any catalogues or publicity material produced by OCBC, and/or any Operator or Merchant. You also acknowledge and agree that the exclusion of warranties, exclusion of liability and exclusion of remedies in these Terms and Customer Contracts allocate risks between the parties and permit the Operators or Merchants to provide their products and/or services at lower fees or prices than such Operators or Merchants otherwise could and you agree that such exclusions of liability are reasonable.

2.11 Without prejudice to the generality of Clause 6:

- (a) as the third-party platforms as well as the products and/or services are operated and/or provided by Operators and Merchants, and not OCBC (notwithstanding that they may incorporate the "OCBC Pay Anyone™" mark, logo and/or other marks and logos of OCBC), OCBC gives no warranty as to the quality, merchantability, state, condition or fitness of the third-party platforms, products and/or services offered, provided or made available on Application;
- (b) no condition is made or to be implied nor is any warranty given or to be implied as to the products and/or services provided as well as the life or wear of any products and/or services supplied or that they will be suitable for any particular purpose or use under any specific conditions, notwithstanding that such purpose or conditions may be known to the relevant Operator and/or Merchant; and

- (c) OCBC shall be under no liability for the following measures and actions taken by you or third parties and the consequences thereof: improper remedy of defects, alteration of the relevant products and/or services without the prior agreement of OCBC, addition and insertion of parts, in particular of spare parts which do not come from OCBC.

### 3. **FOOD AND BEVERAGES**

#### 3.1 You acknowledge and agree that:

- (a) Minimum Order Value - Some of the campaigns require a minimum order value ("**MOV**") before an Order can be placed and delivered to you. Where an applicable Order fails to meet the MOV, you will have the option of paying to add more items to your Order to meet MOV; and
- (b) Special Instructions – the Operators and/or Merchants shall reasonably endeavour but shall not be obligated to comply with your special instructions for an Order and/or F&B Contract (as defined below). There shall be no replacement or refund for an Order and/or F&B Contract which does not conform to special instructions provided by you.
- (c) Alcohol - Persons placing an order for alcohol from any Operator or Merchant must be at least eighteen (18) years old. Alcoholic beverages can only be sold and delivered to persons who are at least eighteen (18) years old. By placing an order that includes alcohol, you confirm that you are at least eighteen (18) years old. Operators and/or Merchants will have the right to refuse to deliver or provide any alcoholic product to any person who at the time of delivery or collection of takeaway, (i) does not appear to be at least eighteen (18) years old or (ii) cannot prove that he/she is at least eighteen (18) years old or (iii) is, or appears to be, under the influence of either alcohol or drugs at the time of delivery or collection of takeaway and in such an event you agree that OCBC, and the relevant Operator and/or Merchant shall not be liable to make any refund to you for the payment already made by you.

3.2 We make no representations to you or other end-users / end-consumers as to the quality or nature or suitability of the food or beverages offered for sale through the Application and/or the Operators' platforms accessible through the Application. Information on the food and beverages offered or available is obtained from the Operators and/or the Merchants and as between you and us, the Operator's and/or the Merchant's food and/or beverages are "as offered" by the Operators and the Merchants. Descriptions or statements about food and/or beverages advertised via the Application are provided by the relevant Operator and Merchant and we do not verify these descriptions or statements and we disclaim all warranties and representations in relation to any such Operators and Merchants and their food and/or beverages. We do not endorse any Operators and Merchants or food and/or beverages featured on the Application.

3.3 In particular, neither we nor the Operators and Merchants warrants or represents that any food or beverage items that are available for order on the Application or on any of the Operators' platforms accessible through the Application are free of any and all traces of any allergens or that consumption of a food or beverage item will not result in an allergic reaction. Your orders may be packaged with orders from other users at the time of collection/delivery, and such other orders may contain allergens. You acknowledge that by placing Orders for food or beverage items, you may be exposed to food or beverages that may cause an allergic reaction or injury, and in that regard you on your accord and on behalf of other end-users / end-consumers hereby fully release and discharge us and the relevant Operator and/or Merchant from any and all liability and/or responsibility to you or other end-users / end-consumers

3.4 You agree not to make any claim against us in respect of any loss or damage (including with respect to personal injuries) which may arise from or in connection with the Operators' and Merchants' performance or non-performance of the Customer Contract or other sale contract, or which may arise from or in connection with the nature, quality or fitness for purpose of the food and/or beverages supplied by the Operators and Merchants (or due to any defect therein), or arising in any other way, and you shall release and hold us harmless against any such loss or damage. You agree to use/consume all food and/or beverages supplied by the Operators and Merchants in a proper manner. In particular, upon receipt/collection of food and/or beverage items, you shall either consume them immediately or transport and store them appropriately (including keeping in storage at a proper temperature).

#### 4. **FEES AND CHARGES**

4.1 You may make payment in respect of an Order by using any of the payment methods prescribed by an Operator from time to time (including without limitation, the PAO Service) and in accordance with any additional terms as may be prescribed by the relevant Operator from time to time. Payments may be made to and processed by relevant Operator's and/or Merchant's payment processor. You acknowledge that the Operators are entitled to collect payments from you on behalf of the Merchants, where applicable.

4.2 You are solely responsible for all amounts payable associated with purchases you make on any of the Operators' platforms accessible via the Application. You may not claim against Operator, Merchant or any of Merchant's agents, for any failure, disruption or error in connection with your chosen payment method.

4.3 Except as expressly set out under applicable refund policies as may be notified to you by OCBC, and the relevant Operator and/or Merchant, all sales are final, and no returns, replacements or refunds are permitted. If a replacement, return or refund is granted for any transaction, the transaction may be reversed, and you further agree to bear all taxes and other duties payable thereon (including in the case of bank transfers).

#### 5. **DISCLAIMERS**

5.1 Content and services from various sources, including Operator, Merchants and any other third party content providers, including platforms, websites or webpages owned, operated and maintained by Operator, Merchants or any other third party ("**Third Party Content**"), may be included or provided through the Application (such as the platform operated by any Operator on which Orders may be made). None of OCBC, Operator, Merchants or any third-party content providers shall be liable for any errors or delays in the Application or any part thereof, or for any actions taken in reliance thereon. OCBC is under no obligation to monitor or review Third Party Content through the Application, and assumes no responsibility or liability for any Losses arising from or in connection with any such Third Party Content nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in any such content. Any hyperlink to any other platform, website or webpage (including any websites or webpages owned, operated and maintained by any Operator and/or Merchant or any other third party) is for informational purposes only and for your convenience only and is not an endorsement or verification of such platform, website or webpage and should only be accessed at your own risk.

5.2 The materials made available on the Application, including any information, opinions and statements contained therein ("**Materials**") are intended for general circulation only, do not contain or convey any advice, and should not be used or relied on as a basis for making any decisions. They do not take into account the specific needs of any particular person who may access or be in receipt of such Materials. Such Materials may cover a wide range of topics and are not intended to be a comprehensive study or to provide any recommendation or advice. Accordingly, they should not be relied on or treated as a substitute for specific advice on any

particular issue. Please seek advice from a qualified professional with any questions you may have regarding any specific issue or concern you may have and the recommended course of action in respect thereof.

5.3 The Materials were prepared on a particular date and may not be updated or reflect any changes in law, events or practice since that date. Neither OCBC nor the author of the Materials undertakes any obligation to update the Materials or to correct any inaccuracy that may become apparent at a later time. All information, opinions and statements contained in the Materials are subject to change without notice.

## 6. **NO WARRANTY**

6.1 The Application is provided "as is" and "as available". No warranty of any kind, implied, express or statutory, including but not limited to any warranties of title, non-infringement of third party rights, merchantability, satisfactory quality, fitness for a particular purpose and freedom from computer virus or other malicious, destructive or corrupting code, agent, program or macros, is given in conjunction with the Application or any information and materials provided through the Application.

6.2 Without prejudice to the generality of the foregoing, OCBC does not warrant: (i) the accuracy, timeliness, adequacy or completeness of the Application; (ii) that your use of and/or access to the Application (including any of the Operators' platforms accessible via the Application), or the operation of the Application (including any of the Operators' platforms accessible via the Application), will be uninterrupted, secure or free from errors or omissions or that any identified defect will be corrected; (iii) that the Application (including any of the Operators' platforms accessible via the Application) will meet your requirements or are free from any virus or other malicious, destructive or corrupting code, agent, program or macros; (iv) that use of the Application (including any of the Operators' platforms accessible via the Application) by you will not infringe rights of third parties; or (v) that the Operators' platforms, products, services, materials and information contained on the Application are appropriate or available for use in other locations/jurisdictions other than Singapore. Unless specified otherwise, any such Operators' platforms, products, services, materials and information are strictly for Users' access and/or use in Singapore. In the event that the laws of the jurisdiction you are in do not permit or impose restrictions on the access to any content on the Application, you shall forthwith discontinue access to such content or comply with such restrictions (as the case may be).

6.3 You acknowledge and agree that OCBC does not warrant the security of any information transmitted by or to you using the Application (including any of the Operators' platforms accessible via the Application) and you hereby accept the risk that any information transmitted or received using the Application (including any of the Operators' platforms accessible via the Application) may be accessed by unauthorised third parties and/or disclosed by OCBC and by its officers, employees or agents to third parties purporting to be you or purporting to act under your authority.

6.4 You will not hold OCBC or any of its officers, employees or agents responsible or liable, in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any such access or disclosure or for Losses (whether direct or indirect, or whether foreseeable or not) suffered or incurred by you as a result of any such access or disclosure.

## 7. **DATA PRIVACY AND CONFIDENTIALITY**

7.1 You consent to OCBC, its related corporations (collectively, the "**Related Corporations**"), and OCBC's and Related Corporations' business partners and agents (collectively, the "**Representatives**") collecting (including by way of recorded voice calls), using and disclosing your personal data for purposes reasonably required by OCBC, Related Corporations and Representatives. Such purposes are set out in OCBC's Data Protection Policy, accessible at

[\[https://www.ocbc.com/personal-banking/policies\]](https://www.ocbc.com/personal-banking/policies) or available on request and which you have read and understood.

- 7.2 Where you are accessing any of the Operators' platforms via the Application, OCBC may disclose certain information relating to you and your access and use of the Application (which may include Personal Data) ("**Session Information**") to such Operators to facilitate your log in to, access and use of such Operators' platforms and/or any products and/or services made available therein. You hereby acknowledge and agree that (a) you consent to the disclosure of such Session Information by OCBC to the relevant Operators for the purpose of facilitating your log-in, access and use of such Operators' platforms, and (b) that OCBC shall not be responsible for the Operators' collection, use, disclosure and processing of such Session Information, which shall be governed by the relevant Operators' terms and conditions and privacy policies.
- 7.3 Certain products and/or services may be provided by the Merchants and/or Operators (as the case may be) on a part of the Application or via Operator's or Merchant's own platform, application, website or webpage (to which you may be directed from the Application) and may be co-branded with OCBC's logos or trade marks, even though they are not operated or maintained by OCBC. You acknowledge that any Personal Data submitted via such part of the Application or Operator's or Merchant's platform, application, website or webpage may include the relevant Operator and/or Merchant (as the case may be) as the recipients. You further acknowledge that any collection, use and/or disclosure of such Personal Data on such parts of the Application or Operator's or Merchant's platform, application, website or webpage may be subject to such terms and conditions as may be prescribed in Operator's or Merchant's own privacy policy. OCBC shall not be responsible for the privacy practices or policies of any such Operator or Merchant. You are encouraged to learn about the privacy practices or policies of such Operators and/or Merchants.
- 7.4 You acknowledge that all transmissions (whether by email or otherwise) to and from the Application cannot be guaranteed to be completely secure or error-free and the same could arrive late, be intercepted, corrupted, lost, destroyed, or incomplete, or contain viruses and may not be received by the intended recipient. Consequently, you understand that you should not post or transmit any private or confidential Content and/or information (whether yours or any third party's) to and from the Application unless you want it to be available publicly. You are aware that the Content transmitted by you may be subsequently forwarded to a third party by the recipient. You further understand that as OCBC cannot control or prevent the transmission of your private or confidential Content by a third party, OCBC cannot be responsible or held liable for the same. Accordingly, OCBC does not warrant the privacy and/or security of any transmissions (whether by email or otherwise) to and from the Application.

## 8. **EXCLUSION OF LIABILITY AND INDEMNITY**

- 8.1 OCBC shall in no event nor for any reason whatsoever be liable for any Losses arising from or in connection with: (i) any access, use or the inability to access or use the Application (including any of the Operators' platforms accessible via the Application), including in connection with any maintenance, breakdown, fault or non-availability of any part of the Application (or any of the Operators' platforms accessible via the Application); (ii) any system, server or connection failure, error, omission, interruption, delay in transmission, undeliverable messages, problem with your computer (or such other access or electronic device including but not limited to cellular telephones, smart phones and personal digital assistants), computer virus or other malicious, destructive or corrupting code, agent program or macros; (iii) any use of or access to any other platform, application, website or webpage provided or made accessible through the Application; (iv) any services, products, information, data, software or other material obtained or downloaded through the Application or from any other platform, application, website or webpage provided through the Application or from any other party referred through the Application, or through the use of or reliance on the Application (including any of the Operators' platforms accessible via the Application) or the contents thereof; (v) your use or misuse of the Application (including any

of the Operators' platforms accessible via the Application); (vi) any defect, error, imperfection, fault, mistake or inaccuracy with the Application (including any of the Operators' platforms accessible via the Application), its contents or associated services; (vii) the unauthorized access by third parties to any of your information that is stored by OCBC; or (viii) any malfunctions and/or errors in the application programming interfaces, computer programmes and/or electronic data interchange interfaces made available to OCBC by any Operator and/or Merchant; and (ix) problems caused by any remedial or preventative measure which may be taken by OCBC in the event of any occurrence of the foregoing. In no event shall OCBC be liable to you, or any other party for: (a) any amounts due from Merchants, Operators, other users of the Application or any other third party; and/or (b) damages arising in connection with your use of and/or access to the Application (including any of the Operators' platforms accessible via the Application), by you or other third party; or (c) any indirect, special, economic or consequential damage or loss under these Terms, whether or not OCBC have been informed of such possibilities. The exclusions herein shall take effect to the fullest extent permitted by law.

- 8.2 You shall indemnify and hold harmless and keep OCBC indemnified in full against all and any claims, actions, proceedings, loss, damage, costs (including legal costs on a full indemnity basis), expenses and liabilities of whatsoever nature and howsoever arising which may be brought against or suffered or incurred by OCBC arising from or which is directly or indirectly related to: (a) your access to and/or use of the Application (including any of the Operators' platforms accessible via the Application) and/or any other person or entity's use of the Application (including any of the Operators' platforms accessible via the Application) where such person or entity was able to access and/or use the Application (including any of the Operators' platforms accessible via the Application) by using your user identification details (where applicable); or (b) any breach or non-observance of any of these Terms by you or by any other person or entity where such person or entity was able to access and/or use the Application by using your user identification details (where applicable).

## 9. **INTELLECTUAL PROPERTY AND CONTENT TRANSMITTED VIA THE APPLICATION**

- 9.1 All copyright and other intellectual property and proprietary rights in user identification details are owned, licensed to or controlled by OCBC, Operators, Merchants or OCBC's licensors or service providers, unless otherwise indicated. You may access the Application (including any of the Operators' platforms accessible via the Application) provided that OCBC or the relevant copyright owners retain all copyright and other proprietary notices contained on the content and materials on the Application. The trade marks, logos, and service marks (collectively the "**Trade Marks**") displayed on the Application are registered and unregistered Trade Marks of OCBC and where applicable, Operators, Merchants or other third party proprietors identified on the Application. No right or licence is given to any party accessing and/or using the Application to download, reproduce or use any such Trade Marks.

## 10. **TERMINATION**

- 10.1 OCBC, in its sole discretion, may with immediate effect upon giving you notice in any of the manners prescribed in Clause 12 below, terminate your right to access and/or use the Application and/or may bar access to the Application (or any part thereof) for any reason whatsoever, including without limitation, a breach of any of the terms and conditions of these Terms.
- 10.2 Upon your receipt of the notice referred to in Clause 10.1, all rights and/or licences granted to you under these Terms shall immediately cease and terminate and you shall forthwith cease the use of the Application in any way whatsoever.



10.3 Termination of this these Terms for any reason shall not bring to an end OCBC's rights accrued prior to termination, and your obligations under any provisions of these Terms which are meant to survive the termination.

## 11. **AMENDMENTS TO TERMS**

11.1 OCBC may impose such further terms and conditions and make such amendments to these Terms as OCBC may in its discretion deem fit from time to time. OCBC will notify you of such amendments via email and/or publication on the Application or such other method of notification as may be designated by OCBC, which you agree shall be sufficient notice for the purpose of this clause. If you do not agree to be bound by the amendments, you shall immediately cease all access and/or use of the Application.

11.2 You further agree that if you continue to use and/or access the Application after being notified of such amendments to these Terms, such use and/or access shall constitute an affirmative: (i) acknowledgement by you of these Terms and its amendments; and (ii) agreement by you to abide and be bound by these Terms and its amendments. OCBC's right to vary these Terms in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to these Terms.

## 12. **NOTICES**

12.1 Any notice or other communication in connection with these Terms: (i) may be given personally, by post, facsimile or electronically if sent to the address or facsimile number then most recently notified by the recipient to the sender; (ii) if given personally, will be deemed to have been received upon delivery; (iii) by post, will be deemed to have been received on the second day following posting; (iv) if given by facsimile, will be deemed to have been received upon production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; and (v) (a) if given by OCBC to you electronically, will be deemed to have been received upon delivery (and a delivery report received by OCBC will be conclusive evidence of delivery even if the communication is not opened by you); and (b) if given to OCBC electronically, will be deemed to have been received upon being opened by us.

## 13. **FORCE MAJEURE**

13.1 OCBC shall not be liable for any non-performance, error, interruption or delay in the performance of its obligations or in the Application's (or any Operator's platform's) operation 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 or power supply problems, acts or defaults of any telecommunications network operator or carriers, Internet or network related problems, problems with the services rendered by third party vendors or service providers and the acts or a party for whom OCBC is not responsible for).

## 14. **ASSIGNMENT AND NOVATION**

14.1 You may not assign your rights under these Terms without OCBC's prior written consent. OCBC may, as it sees fit and without your consent:

- (a) assign the Application and any content, personal data, software, and/or documentation used in relation to the Application or any rights associated with any or all of the foregoing (collectively, "**Application Assets**") or any part thereof to any third parties; and/or
- (b) novate or otherwise transfer all of OCBC's rights and obligations under these Terms to one or more third parties.

14.2 Immediately upon any third party agreeing to perform the obligations of OCBC in connection with the Application, Application Assets or any part thereof, OCBC shall be fully discharged from all of its obligations and duties in connection with these Terms and otherwise at law. You further agree and understand that by consenting to any collection, use, disclosure or other handling of your personal data by OCBC, you also consent to such collection, use, disclosure or other handling of your personal data by any successor-in-title, transferee or assignee of OCBC, and that for the avoidance of doubt, you shall be deemed to be a customer for the purposes of paragraph 1(p) of the Second Schedule of the Personal Data Protection Act.

14.3 These Terms will bind you and OCBC and OCBC's successors in title and assigns. These Terms will continue to bind you 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 will bind you to OCBC's successor entities).

## 15. **LICENCE TO USE THE APPLICATION**

15.1 The Application is proprietary to OCBC and must not be used other than strictly in accordance with the terms set out herein. OCBC grants to you a personal, limited, non-exclusive, non-transferable, non-sublicensable right to use the Application.

15.2 OCBC shall not at any time be obliged to provide any adaptations, enhancements and/or modifications to the Application, including without limitation any updates, patches, bug-fixes and/or upgrades to the Application or any new versions and/or releases of the Application which incorporate new features or functions.

15.3 You may not under any circumstances: (i) copy, sell, resell, assign, licence, distribute, transmit, publicly display, rent, lease, lend, export, offer on a "pay-per-use" basis, publish or otherwise reproduce the Application or any part thereof in any form by any means; (ii) adapt, modify, decompile, disassemble, localise, port and/or reverse engineer the Application or any part thereof; (iii) remove, obscure or destroy any copyright, trade secret, proprietary or confidential legends or marking of OCBC placed upon or contained within the Application; (iv) prepare or develop derivative works based on the Application; and/or (v) use the Application for any purpose other than those permitted under these Terms. Any breach of the aforesaid 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.

15.4 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 Application and any features offered in connection therewith, and shall not be liable for any losses or damage suffered by you arising from any such upgrade, modification, suspension or alteration.

## 16. **NEW FEATURES**

17. In addition to these Terms, the use of specific aspects of the Application or more comprehensive or updated versions of the Application may be subject to additional terms and conditions ("**Additional Terms**"), which will apply in full force and effect.

18. OCBC reserves the right (but shall not be obliged) to introduce new products, applications, programmes, services, functions and/or features (collectively "**New Features**") to the Application. The term "Application" shall include New Features which are provided through the Application respectively at no charge or fee unless otherwise indicated.

19. All New Features shall be governed by these Terms and may be subject to Additional Terms which you shall be required to agree to before access to and use of such New Features are provided, and shall be deemed to have agreed to upon use of such New Features. In the event of any inconsistency between these Terms and the Additional Terms, the Additional Terms shall

prevail in so far as the inconsistency relates to the product, application, programme, service, function or feature in question unless otherwise provided.

20. **GENERAL**

- 20.1 Use of the Application and these Terms shall be governed by and construed in accordance with Singapore law but in enforcing these Terms, OCBC shall be at liberty to initiate and take actions or proceedings or otherwise against you in Singapore or elsewhere as OCBC may deem fit, and you hereby agree that where any actions or proceedings are initiated and taken in Singapore, you shall submit to the jurisdiction of the courts of Singapore in all matters connected with your obligations and liabilities under or arising out of or in connection with these Terms.
- 20.2 If any provision of these Terms is held to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be struck and severed from these Terms and the remaining provisions of these Terms shall not be affected thereby.
- 20.3 No failure or delay to exercise OCBC's rights under these Terms shall operate as a waiver thereof nor shall such failure or delay affect OCBC's right to enforce its rights under these Terms.
- 20.4 You acknowledge and agree that OCBC's records and any records of the communications, transactions, instructions or operations made or performed, processed or effected through the Application by you or any person purporting to be you, acting on your behalf or purportedly acting on your behalf, with or without your consent, or any record of communications, transactions, instructions or operations relating to the operation of the Application 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 Application shall be binding on you for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations. You further acknowledge and agree that OCBC's decisions on all matters relating to these Terms will be at its absolute discretion and will be final and binding on you.
- 20.5 Save for Operators and Merchants, no person or entity who is not a party to these Terms 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, 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.
- 20.6 You agree and acknowledge that these Terms and the services provided or made available thereunder do not include the provision of Internet access or other telecommunication services by OCBC. You acknowledge that OCBC shall not be responsible for any services through which you access and use the Application or for any loss you may suffer as a result of you using such a service. You must comply with all the terms and conditions of such a service and pay all the charges connected with it. Any Internet access or telecommunications services (such as mobile data connectivity) required by you to access and use the Application shall be your sole responsibility and shall be separately obtained by you, at their own cost, from the appropriate telecommunications or internet access service provider.

21. **COPYRIGHT ACT NOTIFICATION**

- 21.1 The Copyright Act (Chapter 63 of Singapore) (the "Act") contains provisions related to limiting the liability of network service providers such as OCBC who provide services such as system caching or user storage and information location.
- 21.2 Where a copyright owner furnishes to OCBC (through OCBC's designated representatives) a valid notice in the form prescribed by the Act, OCBC will take reasonable steps to remove or disable access to the relevant material in accordance with the Act. Where the person who made

available such material furnishes to OCBC a valid notice in the form prescribed by the Act, OCBC will take reasonable steps to restore the relevant material, unless court proceedings are commenced by the copyright owner and OCBC is informed in writing in accordance with the Act.

- 21.3 Should you wish to provide a take-down and counter notice to OCBC, please ensure that such takedown and counter notices are in conformance with the form prescribed by the Act. OCBC will not act on any notice unless the notice is a valid notice in the form prescribed by the Act.