

## Terms and Conditions Governing GIRO arrangements via the OCBC eGIRO Service

### 1. Introduction

- 1.1. These terms and conditions ("**Terms**") apply to and regulate your (the "**Customer**") use of the eGIRO service offered by Oversea-Chinese Banking Corporation Limited Singapore (the "**Bank**") in accordance with these Terms ("**OCBC eGIRO Service**"). The Terms apply where the Customer is participating in the eGIRO scheme as an applicant and where the Bank is participating in the eGIRO Scheme as an applicant bank for the Customer.
- 1.2. The Bank may provide Electronic Services relating to the eGIRO Scheme to the Customer subject to the continuing conditions set out in these Terms.
- 1.3. The eGIRO Scheme enables the Customer to perform and complete the following activities electronically via a Participating BO Landing Page:
  - a) create direct debit authorisations electronically via a Participating BO Landing Page for the relevant Participating BO to initiate direct debit collections via GIRO or FAST directly from its designated Account and maintained with the Bank ("**eGIRO Creation Request**"); and
  - b) where enabled by the relevant Participating BO, cancel any eGIRO Creation Request with respect to such Participating BO via its Participating BO Landing Page ("**eGIRO Cancellation Request**"). Where such cancellation functionality is not enabled by the relevant Participating BO via its Participating BO Landing page, the Customer acknowledges and agrees that the cancellation of any such eGIRO Creation Request will need to be submitted to the Bank in accordance with such processes, procedures and/or conditions as may be prescribed by the Bank from time to time.
- 1.4. The term "**OCBC eGIRO Service**" shall be deemed to include any notifications, communications or services referred to in these Terms and/or any services, functions and features made available through such part of the Electronic Banking Services which relates to or forms part of any eGIRO transaction. For the avoidance of doubt, the "**Electronic Banking Services**" shall mean the OCBC Internet Banking Service, OCBC Mobile Banking Service, OCBC Phone Banking Service, OCBC ATM Service and/or any other services provided or made available under the OCBC Terms and Conditions governing Electronic Banking Services.
- 1.5. The OCBC eGIRO Service is provided as part of the Electronic Banking Services, and accordingly these Terms are in addition to and shall be read in conjunction with:
  - a) the OCBC Terms and Conditions governing Electronic Banking Services (any reference to the relevant Electronic Banking Service in the OCBC Terms and Conditions governing Electronic Banking Services shall include a reference to the OCBC eGIRO Service); and
  - b) provided that in the event of conflict or inconsistency, the most stringent provision shall prevail to the extent of such conflict or inconsistency.

1.6. The Customer must accept and agree to these Terms, and the OCBC Terms and Conditions governing Electronic Banking Services before the Customer is able to use the OCBC eGIRO Service. The Customer further agrees to comply with all guidelines, policies and procedures pertaining to use of the OCBC eGIRO Service issued by or on behalf of the Bank from time to time, as well as any applicable laws or regulations. The Customer represents, undertakes and warrants that it shall not use the eGIRO Scheme in connection with any transaction, operation or activity prohibited by applicable laws or regulations. By accepting and agreeing to these Terms, the Customer acknowledges and agrees that it has successfully opted-in for the OCBC eGIRO Service. For an eGIRO transaction to be conducted, the Customer will need to:

- a) be a retail customer of the Bank with a valid and active Singapore dollar current or savings account with the Bank ("**Account**"); and
- b) be a valid user of the relevant Electronic Banking Service prescribed by the Bank from time to time through which the eGIRO transaction is to be carried out;
- c) (where appropriate) have installed the OCBC Mobile Banking application on your mobile phone and be a valid user of the OCBC Mobile Banking Transaction Services; and
- d) comply with these Terms,

## 2. Definitions

All other terms and references used in these Terms and which are defined or construed in the OCBC Terms and Conditions governing Electronic Banking Services but are not defined or construed herein shall have the same meaning and construction when used in these Terms.

"**ABS**" means the Association of Banks in Singapore (UEN No.: S73SS0047K), a society registered in Singapore and having its registered address at #12-08, MAS Building, 10 Shenton Way, Singapore 079117.

"**eGIRO Cancellation Request**" is defined in Clause 1.3(b).

"**eGIRO Creation Request**" is defined in Clause 1.3(a).

"**eGIRO Scheme**" means the electronic direct debit authorisation scheme designated or known as "eGIRO" (or such other successor or replacement name as may be designated by ABS from time to time), including the services, content and functions made available in relation to such scheme.

"**Electronic Instructions**" means any instructions, directions, communications or requests provided to the Bank under any Electronic Services for or in connection with the eGIRO Scheme (including eGIRO Creation Request(s) and eGIRO Cancellation Request(s)) which are referable to the Customer's Access Credential or such other form or means of identification as may be identified by the Bank in its absolute discretion from time to time.

“**FAST**” means “Fast and Secure Transfers”, a payment rail managed by the Singapore Clearing House Association.

“**GIRO**” means “General Interbank Recurring Order”, a payment rail managed by the Singapore Clearing House Association.

“**eGIRO Operator**” means a third party operator designated by ABS from time to time to operate the system underlying the eGIRO Scheme, for the purposes of facilitating the submission, transmission and validation of electronic direct debit authorisations under the eGIRO Scheme.

“**Participating Bank**” means an entity which is for the time being entitled to participate in the eGIRO Scheme as an applicant bank and/or a billing organisation bank. A current list of such entities is available at: [www.abs.org.sg/egiro](http://www.abs.org.sg/egiro)

“**Participating BO**” means an entity admitted to use the eGIRO Scheme, and is for the time being entitled under the eGIRO Scheme to obtain electronic direct debit authorisations from its customers and/or corporate clients for direct debit collections via GIRO or FAST directly from designated Accounts.

“**Participating BO Landing Page**” means, in respect of a Participating BO, the webpage(s) or landing page(s) on such part of the website or mobile application operated and/or owned by such Participating BO for use in connection with the eGIRO Scheme.

“**Purpose**” means: (i) to give effect to any Electronic Instruction; and (ii) for compliance with any applicable laws (including but not limited to the Personal Data Protection Act 2012), order of any court or government or regulatory authority in any jurisdiction.

### **3. General terms on the use of the eGiro system**

3.1. The Customer represents, warrants and undertakes that all information provided to the Bank in connection with an eGIRO Creation Request or a cancellation request in respect of an eGIRO Creation Request (including an eGIRO Cancellation Request or a cancellation request submitted to the Bank in accordance with such processes, procedures and/or conditions as may be prescribed by the Bank from time to time) (in each case, a “**Cancellation Request**”) is and remains true, accurate and complete in all respects and that it has not withheld any relevant information. In the event that such information is or becomes inaccurate, misleading or incomplete, the Customer shall promptly update the Bank. The Bank shall have no duty and shall not be required to take any steps to assess or verify or seek any other confirmation from any party as to the reasonableness, completeness, truth, accuracy, authenticity or contents of any such information provided by the Customer.

3.2. For the purpose of authorising the eGIRO Creation Request or an eGIRO Cancellation Request, the Customer will be redirected from the Participating BO Landing Page to the relevant Electronic Services provided by the Bank to the Customer for such purpose, and accordingly these Terms are in addition to and shall be read in conjunction with such other terms and conditions applicable to the access to and/or use by the Customer of such Electronic Services.

3.3. Notwithstanding the authorisation by the Customer of an eGIRO Creation Request through its access to and/or use of the Electronic Services or its submission of a Cancellation Request, the Customer agrees and acknowledges that the direct debit authorisation or cancellation of such direct debit authorisation shall take effect only after such request has been successfully processed by the Bank. Unless and until such request has been processed, the Customer shall ensure that:

- a) in the case of an eGIRO Creation Request, the Customer shall continue to make the necessary payments directly to the relevant Participating BO using alternative payment methods until the direct debit authorisation becomes effective; and
- b) in the case of a Cancellation Request, the Customer shall continue to ensure that there are sufficient and immediately available funds in its designated Account at all times to enable the Bank to act upon the Participating BO Request (defined below).

3.4. Notwithstanding the submission of eGIRO Creation Request(s) by the Customer and without prejudice to any other Terms and these Terms, the Customer agrees and acknowledges that it remains solely responsible for the full and timely payment of any amounts payable to the relevant Participating BO(s), and that neither the Bank nor ABS shall be liable for any failure or any delay by the Customer to do so.

#### 4. eGIRO Creation Request

4.1. For each submission of an eGIRO Creation Request by the Customer, the Customer agrees and acknowledges that:

- (a) the relevant Participating BO shall be entitled to initiate direct debit collections via GIRO or FAST directly from its designated Account, and the Customer hereby instructs and authorises the Bank to act upon and process any request received from the Participating BO to debit its designated Account for such amounts as may be specified by such Participating BO from time to time (subject to any payment limit as may be specified in such eGIRO Creation Request and/or as may be prescribed by the Bank from time to time) (a **"Participating BO Request"**) and effect payment to the relevant Participating BO, in each case without prior or further reference or notice to the Customer, and without any prior or further consent or confirmation from the Customer;
- (b) the Bank shall be entitled to treat any Participating BO Request as being Electronic Instructions from the Customer that are irrevocable, unconditional, conclusive and binding on the Customer, and the Customer acknowledges and agrees that if the Bank may (in its sole and absolute discretion)
  - (i) decline to act on any such Electronic Instructions and/or to delay acting on any such Electronic Instructions, whether in part or in whole, if the Bank determines that there is any ambiguity or inconsistency or conflict in any such Electronic Instructions unless and until the ambiguity or conflict has been resolved to the Bank's satisfaction; or
  - (ii) act upon any such Electronic Instructions as it deems fit, regardless of whether there are any other ambiguous or conflicting Participating BO Requests and/or Electronic Instructions from the Customer.

- (c) without affecting any of the foregoing, (i) the Bank is not obliged to effect payment if the relevant Participating BO does not initiate direct debit collections via GIRO or FAST in the manner prescribed by the Bank; and (ii) the Bank does not have any control over the date on which, or the amount for which, the relevant Participating BO may initiate direct debit collections via GIRO or FAST, and the Bank shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to any such date, any due date for payment or payment amount;
- (d) its Electronic instruction and authorisation to the Bank provided under Clause 4.1(a) shall remain effective and in force until the earliest of the following:
  - (i) in respect of an eGIRO Creation Request, the expiry date as may be specified in the eGIRO Creation Request;
  - (ii) in respect of a Cancellation Request, the effective date of the Cancellation Request provided that it has been received and successfully processed by the Bank; or
  - (iii) such date as the Bank may notify the Customer from to time;
- (e) it shall ensure that it has sufficient and immediately available funds in its designated Account at all times to enable the Bank to act upon and process any Participating BO Request, failing which the Bank may determine, at its sole and absolute discretion, that:
  - (i) any such Participating BO Request shall not be acted upon and the Bank shall not effect payment of the relevant amounts to the Participating BO and in such event, the Bank shall have to the right to determine, in its sole and absolute discretion, any fees payable by the Customer in connection with each unsuccessful debiting of its designated Account; or
  - (ii) any such Participating BO Request shall be acted upon and processed and the Bank shall effect payment of the relevant amounts to the Participating BO and in doing so, the Bank shall have the right, in its sole and absolute discretion, to impose a charge on the Customer, even if this results in any overdraft or an increase of any overdraft on its designated Account

## **5. eGIRO Cancellation Request**

### **5.1. Notwithstanding the submission of a Cancellation Request by the Customer and Clause 3.3:**

- a) the Customer agrees and acknowledges that the Bank may have received and processed and/or acted upon a Participating BO Request that was submitted on or before the effective date of such Cancellation Request, and in such event, the Bank shall not be obliged to reverse or cancel any such debit effected by the Bank from its designated Account; and
- b) the Customer shall ensure that it continues to comply with Clause 4.1(e), failing which the Bank may determine, at its sole and absolute discretion, whether or not to act upon such Participating BO Request in accordance with Clause 4.1(e).

## **6. Disclosure, collection, use and processing of information**

- 6.1. Where any information (including personal data) relating to any eGIRO Creation Request or Cancellation Request or the use of and/or access to the Electronic Services and eGIRO Scheme by the Customer, is or will be disclosed, collected, used and/or processed by the OCBC Group and/or the OCBC Representatives, the Customer consents to the collection, use and disclosure of the Customer's personal data (including name, NRIC, passport number or other identification number on file with the Bank and any other information in the Bank's records that relate to the Customer or that the Customer has provided in connection with the eGIRO Creation Requests, Cancellation Requests or otherwise submitted to the Bank in connection with the use of and/or access to any Electronic Services and the eGIRO Scheme).
- 6.2. The Customer agrees that Clause 31.2 of Terms and Conditions governing Electronic Banking Services shall apply to the disclosure of any of the foregoing information, including without limitation any disclosure to:
- a) any person purporting to be the Customer upon verification of his identity by the Bank to its satisfaction in accordance with its prevailing procedures;
  - b) ABS and the eGIRO Operator for the Purpose; and/or
  - c) the relevant Participating BO and/or the relevant Participating Bank acting as the billing organisation bank for such Participating BO, in each case for the Purpose.

## **7. Evidence and records**

- 7.1. The Customer agrees and acknowledges that the records of or maintained by the Bank of: (i) any Electronic Instructions (whether authorised by the Customer or not); (ii) the authorisations or operations made or performed, processed or effected through the Electronic Services by the Customer or any person purporting to be the Customer, acting on its behalf or purportedly acting on its behalf, with or without its consent; and (iii) any communications, authorisations, Electronic Instructions or operations relating to the operation of the Electronic Services and/or eGIRO Scheme, in each case shall be binding on the Customer for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, Electronic Instructions or operations.

## **8. General**

- 8.1. The Customer agrees and acknowledges that:
- a) these Terms is solely between the Bank and the Customer (and no other party). Accordingly, the Customer has no right or claim against ABS in respect of such terms and conditions;
  - b) neither the Bank nor ABS is involved in, nor shall the Bank or ABS be responsible for, any Electronic Instructions, transactions or communications made between the Customer and any Participating BO involving the access to and/or use of the Electronic Services, eGIRO Scheme, FAST and/or GIRO;
  - c) under no circumstances shall it be construed that the Bank and/or ABS have endorsed or sponsored or are responsible or involved in the provision of any products obtained and/or purchased from or services rendered by any Participating

BO or any relevant third party, which shall remain the responsibility of the Customer, Participating BO and/or any relevant third party. The Customer shall be solely responsible for any products or services that are procured from the relevant Participating BO or any relevant third party and the Customer shall have accepted all risks associated with such products or services and agrees that neither the Bank nor ABS shall be liable in any respect for such products or services (including the delivery or fulfilment of any requirements or obligations by the Participating BO in relation thereto).

- d) neither the Bank nor ABS endorse nor assume any responsibility in respect of the Participating BO Landing Pages, and the Customer shall have accepted all risks relating to its access to, and use of, the Participating BO Landing Pages;
- e) it shall be solely responsible for its access to, or use of, the Participating BO Landing Pages, including its compliance with the relevant terms and conditions for the access to or use of such Participating BO Landing Pages, as may be prescribed by the relevant Participating BO; and
- f) the eGIRO Scheme is provided on an “as is” and “as available” basis without warranty of any kind and that the accessibility and operation of the eGIRO Scheme, FAST and/or GIRO may rely on technologies outside the control of the Bank and/or ABS’ control.

## **9. Suspension, variation and termination of eGIRO Scheme**

9.1. The Customer agrees and acknowledges that ABS 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 eGIRO Scheme (including in connection with unplanned downtime or scheduled maintenance of the relevant systems) and shall not be liable if any such upgrade, modification, suspension or alteration to or discontinuation of the eGIRO Scheme prevents the Customer from using or accessing the eGIRO Scheme and/or any part or feature thereof.

## **10. eGIRO mark and name**

10.1. The mark and name “eGIRO” is exclusively owned by ABS and such mark or name cannot be used save as expressly authorised by ABS and in accordance with any directions given by ABS from time to time. Nothing in the eGIRO Scheme, the Electronic Services prescribed by the Bank and/or these Terms shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use (including as a meta tag or as a “hot” link to any other website) the “eGIRO” mark and name, without the written permission of ABS. Without limiting the foregoing, the Customer agrees and acknowledges that it will not use in any way and will not reproduce any trademark, logo, trade name and/or similar mark that is associated with “eGIRO”, without the prior written consent of ABS.

## **11. Contracts (Rights of Third Parties) Act**

11.1. The provisions of the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) shall apply in respect of ABS which the Customer and the Bank agree, has been conferred rights and benefits under the relevant Terms.

## 12. Governing law

12.1. Any dispute, controversy or claim arising from or in connection with these Terms shall be governed by Singapore law.

12.2. The Customer hereby undertakes to each member of the OCBC Group and their respective branches, subsidiaries, representative offices, affiliates and agents that by accessing and/or using any Electronic Services relating to the eGIRO Scheme and/or eGIRO Scheme:

- a) the courts of Singapore shall have exclusive jurisdiction to settle any dispute, controversy or claim arising out of or in connection with any matters under these Terms; and
- b) it shall not object to the courts of Singapore on the ground that it is an inappropriate or inconvenient forum or otherwise.