

By using the OCBC Chatbot or Enquiry Assistant (the “**OCBC Cognitive Agent**”), including providing or submitting any information to us, making any inquiries of us, and/or receiving any of our replies in response to your inquiries through the OCBC Cognitive Agent, you agree to and accept the following terms and conditions.

Where applicable, by using the OCBC Cognitive Agent, you consent to OCBC collecting, using, and disclosing your personal data that you have provided through the OCBC Cognitive Agent for the purposes of verifying your identity, processing your request(s), and other applicable purposes in accordance with OCBC’s Data Protection Policy (accessible at: <https://www.ocbc.com/personal-banking/policies>) (the “**Purposes**”). If you have provided a third party’s personal data to us, you acknowledge that you have obtained their consent to provide their personal data to OCBC for the same Purposes.

Any replies provided by the OCBC Cognitive Agent, including any general services, products, information, data, text, graphics, audio, video, links or other items, are provided for information purposes only. All services are provided “as is” and “as available”. No representation or warranty whatsoever (including any representation or warranty as to accuracy, usefulness, adequacy, timeliness or completeness) in respect of any information (including without limitation any statement, figures, opinion, view or estimate) provided by the OCBC Cognitive Agent is given by OCBC and it should not be relied upon as such. Neither OCBC nor the OCBC Cognitive Agent undertakes an obligation to update the information or to correct any inaccuracy that may become apparent at a later time. All information and services provided are subject to change without notice. OCBC shall not be responsible or liable for any loss or damage whatsoever arising directly or indirectly howsoever in connection with or as a result of you or any other person acting on any information and/or relying on any services provided by the OCBC Cognitive Agent. You accept OCBC’s records of transactions as conclusive and binding for all purposes.

Certain services enable you to have access to effect certain banking features and/or other transactions (including without limitation the transmission of instructions to OCBC) by electronic means via the use of the OCBC Cognitive Agent. Where you request for such services to be made available to you, the Bank may at the Bank’s discretion require you to provide certain access credentials. You may gain access to the service and/or any part thereof upon the correct input and/or use of the access credentials. You agree that such services shall be extended to you in accordance with these Terms and Conditions or such other terms and conditions which OCBC may notify you from time to time.

You agree and acknowledge that any use of or access to the above-mentioned services referable to, and any instructions identified by the access credentials (whether such access to or use of the services, or instruction, is authorised by you or not) shall be deemed to be, as the case may be: (a) use of or access to the services by you; or (b) instructions transmitted or validly issued by you. You authorise OCBC to accept, follow and act upon all instructions that are attributable to the access credentials (whether such instructions are actually authorised by you or not), including for banking features to be made available to you, and OCBC shall not be liable for acting upon such instructions in good faith. OCBC shall neither be liable for acting upon such instructions nor be obliged to investigate the authenticity or authority of such persons effecting the instructions or verify the authenticity, accuracy and completeness of such instructions. Such instructions shall be deemed irrevocable and binding on you upon OCBC’s receipt notwithstanding any error, fraud, lack of clarity or misunderstanding in respect of the terms of such instructions and OCBC shall be entitled (but not obliged) to effect, perform or process such instructions without your further consent and without any further reference or notice.

Without limitation to the generality of the above, you agree and confirm that OCBC shall in no event be liable for any direct, indirect, incidental, punitive, special or consequential damages or economic loss whatsoever caused arising directly or indirectly in connection with the OCBC Cognitive Agent, including but not limited to:

- (i) losses, damages or costs suffered or incurred by you arising from or referable or consequential to any request, instruction or information given by you on the OCBC Cognitive Agent;
- (ii) losses, damages or costs suffered or incurred by you as a result of any use, inability to use, interruption in the use, or prohibition, restriction, or delay in use or access of the OCBC Cognitive Agent for any reason whatsoever;
- (iii) losses, damages or costs suffered or incurred by you arising from or in connection with any system, hardware, software, telecommunications, server or connection failure, error, fault, defect, omission, interruption, corruption, interception, delay in transmission, bug, computer virus, and other malicious, invasive, destructive or corrupting code, program or macros;
- (iv) any failure, error(s), fault, defect, omission, interruption, corruption, interception or delay in transmission of any request, instruction or information that might have been transmitted through the OCBC Cognitive Agent; and
- (v) any replies, acts or omissions relating to any request, instruction or information given by you.

You hereby agree to indemnify OCBC and/or its agents and service providers, and to keep OCBC and/or its agents and service providers harmless from any losses, damages, costs, charges, expenses, liabilities, claims or proceedings which OCBC and/or its agents and service providers may suffer as a result of or in relation to your inquiries and instructions and your use or purported use of the OCBC Cognitive Agent.

You agree and consent to OCBC and its related corporations (collectively, the “**Companies**”), as well as their respective representatives and/or agents collecting, using, disclosing, and sharing amongst themselves your personal data that you have provided through the OCBC Cognitive Agent, and disclosing such personal data to the Companies’ authorised service providers and relevant third parties for the purposes of verifying your identity, processing your request(s), and other applicable purposes in accordance with OCBC’s Data Protection Policy, available at <https://www.ocbc.com/personal-banking/policies> (the “**Purposes**”). If you have provided a third party’s personal data to us, you acknowledge that you have obtained their consent to provide their personal data to the Companies for the same Purposes.

OCBC reserves the right to vary or delete any of these terms and conditions without notice. These terms and conditions shall be governed by the laws of Singapore, and you agree to submit to the exclusive jurisdiction of the courts of Singapore.