

Terms and Conditions Governing OCBC Electronic Statements

- a)** I agree that the availability of the electronic form of my Statement(s) on statement date (as determined by you) shall be deemed the date of delivery of the monthly Statement(s) to me.
- b)** I agree that you reserve the right to impose such fee(s) for the use of the Electronic Statement(s) Facility from time to time at your absolute discretion without my prior consent.
- c)** I agree that you have the absolute discretion to make Electronic Statement(s) Facility available to me. Further you have the discretion from time to time to modify, restrict, withdraw, cancel, suspend or discontinue the Electronic Statement(s) Facility without giving any reason and I understand that by using the Electronic Statement(s) Facility after any modification or change has been effected, I am deemed to have agreed to such modification or change.
- d)** I agree that my use of the Electronic Statement(s) Facility is to be in such manner as may be prescribed by you, with delivery whether through OCBC Online Banking, email or such other means of delivery as you may determine in your sole and absolute discretion, and shall provide my email address(es) of which I am the registered or authorised user or such other information requested by you to ensure your delivery of the electronic form of my Statement(s).
- e)** I agree that it is my sole responsibility to update you should there be any change of my information necessary for the delivery of the electronic form of the Statement(s), failing which you can only and are entitled to assume that my existing information provided remain complete and accurate.
- f)** You have the absolute discretion, without giving any reason or notice, to determine my use of the Electronic Statement(s) Facility. In relation to any of my bank account(s), I agree and acknowledge that, unless determined otherwise by you, I shall not be eligible for the Electronic Statement(s) Facility if my bank accounts are (1) passbook account(s), (2) joint account(s), except where such joint accounts are operated with a single signing authority, (3) bank account(s) where no statements of account (whether in hard copy or otherwise) are provided by you in relation to such bank account(s) or (4) bank account(s) which the Bank deems are not eligible for the Electronic Statement(s) Facility.
- g)** Upon the commencement of your provision of the Electronic Statement(s) Facility, the paper form of my monthly Statement(s) for the relevant Product(s) in which such electronic form of the Statement(s) relate(s) will cease to be generated on the next statement date. Instead, you will generate on statement date an electronic form of the Statement and I agree to accept and view in a timely manner, the electronic form of the Statement(s). I agree that you have the absolute discretion to continue to send me the paper form of my monthly Statement(s), notwithstanding my use of the Electronic Statement(s) Facility.
- h)** I agree that you will be discharged from your obligation to deliver the electronic form of the Statement(s) to me after they have been despatched electronically by you. I further agree that any risk of non-receipt resulting from your mode of delivery is entirely my risk for which you are not liable for.
- i)** You reserve your right to disallow or cancel my use of the Electronic Statement(s) Facility.



j) I understand that I may request for you to change the mode of delivery of my monthly Statement(s) to hard copy statements, and acknowledge and agree that you have the absolute discretion to approve or reject my request. I further agree that you reserve the right to impose such fee(s) for changing the mode of delivery of my monthly Statement(s) to hard copy statements, if successful.

k) You shall prior to cancelling my use of the Electronic Statement(s) Facility, give notice of such cancellation through electronic or paper document, sent to me at my last known email, SMS, mailing address or such other means of notice as you may determine in your sole and absolute discretion.

l) I agree that you shall not be liable if I am unable to gain access to the Electronic Statement(s) Facility, including access to the electronic form of my Statement(s). I understand that while the Electronic Statement(s) Facility is available to me once effected, 24 hours a day, some or all of the services thereon may not be available at certain times due to maintenance and/or computer, telecommunication, electrical or network failure or other causes beyond your control.

m) I agree that you shall use reasonable effort to ensure that the Electronic Statement(s) Facility is secure and cannot be accessed by unauthorised third parties. However, I acknowledge that you do not warrant the timeliness, security, secrecy or confidentiality of any information transmitted through any applicable internet service provider, network system or such other equivalent system in any jurisdiction via the Electronic Statement(s) Facility and will not hold you responsible for any losses suffered by me as a result thereof.

n) I acknowledge that where the electronic form of my Statement(s) is sent to my email address as set out in your records, the Statement(s) will be in the form of an attachment to the email and I may gain access to such Statement(s) upon the correct input of my password, which you will notify to me through such means of notice as you may determine in your sole and absolute discretion. I agree that I am responsible for keeping the password confidential and I will not reveal the password to any other party and will take all necessary steps to prevent disclosure of the password to any other party. In the event that the password is disclosed to or discovered by any other party, I shall immediately change the password. I further agree that I will be solely responsible and liable for all losses and consequences arising from or in connection with any failure by me to comply with any of the foregoing.

o) I agree that any LinkPoints which I may receive due to my usage of the Electronic Statement(s) Facility shall be made available to me at your absolute discretion, and you reserve the right to modify, restrict, withdraw, cancel, suspend or discontinue any LinkPoints awarded in conjunction with my usage of the Electronic Statement(s) Facility without prior notice to me.

p) I agree to examine and view the electronic form of the Statement(s) in a timely and prompt manner. If there is delay or failure in the delivery of the electronic form of the Statement(s), I agree to contact your Customer Service Executives at the contact numbers found at www.ocbc.com.

q) These Terms and Conditions shall be read in conjunction with, where applicable, each relevant terms and conditions under which a Customer (as determined by you in your sole and absolute discretion from time to time) may receive electronic statements of accounts (collectively, the "Other Terms and Conditions"). In the event of any conflict, these Terms and Conditions shall prevail over the Other Terms and Conditions.

r) I acknowledge and agree that in the event I make a successful application for a new Product with Electronic Statement(s) Facility, you may at your absolute discretion determine and, I agree that you may, deliver to my email the statements for ALL my other accounts for which you



determine the Electronic Statement(s) Facility is applicable, including those for which I had previously requested only for access to my statement through OCBC Online Banking and/or such other means of delivery.

s1) You may at any time at your sole and absolute discretion and upon notice to me, change any one or more of these Terms and Conditions. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

s2) Where I continue to utilise the Electronic Statement(s) Facility after such notification, I shall be deemed to have agreed with and accepted the amendments. If I do not accept any such amendments, I shall forthwith instruct the Bank accordingly.

s3) You may notify me of any changes of these Terms and Conditions by any one of the following:

- publishing such changes in the Statement(s) to be made available to me;
- displaying such changes at your branches or automated teller machines;
- posting such changes on your website;
- electronic mail or letter;
- publishing such changes in any newspaper; or
- such other means of communication as you may determine in your sole and absolute discretion.

t) Notwithstanding anything to the contrary, you shall not be liable for any loss, claim, damage, liability or expense whatsoever or howsoever caused that may arise or be suffered or incurred (whether directly or indirectly) by me in relation to or ancillary to the use by me of the Electronic Statement(s) Facility.

u) I shall indemnify you and at all times keep you fully and completely indemnified against all claims, demands, actions, proceedings, losses and expenses including legal costs as between solicitors and own client on a full indemnity basis and all other liabilities of whatsoever nature or description and howsoever arising which may be made, taken, incurred or suffered by you in connection with or in any manner arising out of the Electronic Statement(s) Facility and these Terms and Conditions.

v) A person who is not a party to any agreement governed by these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act Cap 53B to enforce any provision of these Terms and Conditions.

w) These Terms and Conditions and any agreement governed by these Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore and I irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Singapore.