



## Terms and Conditions for Users of Mobile Cash Services

Your (a) use and/or continued use of the Mobile Cash Services (as defined herein); or (b) access and use of the products and services provided through the Mobile Cash Services (as defined herein), constitute your agreement to be bound by and comply with the terms and conditions in this Agreement. If you do not accept these terms and conditions, please immediately discontinue your access and/or use of the Mobile Cash Services.

### 1. Mobile Cash Services

1.1 Mobile banking remittance services via Automated Teller Machine (ATM) ("**Mobile Cash Services**") is a service where third parties who have been registered by UOB customer whether they are customers of UOB or otherwise ("**User**") may receive electronic fund transfers from a UOB customer ("**Customer**") via the ATM pursuant to the Customer's instructions via mobile devices to UOB for the electronic debit of the Customer's account(s) (whether single or joint but excluding joint accounts with joint signing authority only) which are maintained by the Customer from time to time with UOB. UOB may pursuant to such instructions from the Customer remit such funds electronically and directly to User(s) for withdrawal at the ATM subject to the terms of this Agreement and the provision of the requisite Passwords (defined below) by the User to UOB through the ATM and/or Mobile Cash Services.

1.2 UOB reserves the right to decide the type of services which Users and/or Customers may be offered through the Mobile Cash Services at its sole discretion. The Mobile Cash Services are provided only as a convenience to the User and the User may avail the Mobile Cash Services at his own risk.

1.3 The Customer and User shall not use or permit others to use the Mobile Cash Services or any related service for any illegal or improper purpose.

1.4 UOB is entitled at any time and from time to time to levy such subscription and other fees, transaction charges, other charges and interest rates (collectively, the "**Charges**") as it shall determine in its sole and absolute discretion. The Charges are subject to change from time to time.

1.5 UOB reserves the right, without prior notice to the User, to cancel or not to execute any Customer's instructions at any time without giving any reason.

1.6 If the User breaches any term of this Agreement, the User must compensate UOB for any direct, indirect or consequential loss and/or damage, without limitation including loss of profit or interest (whether or not foreseeable by the User) suffered by UOB.

### 2. Access to Mobile Cash Mobile Cash Services

2.1 UOB may at its sole discretion permit User's access to the Mobile Cash Services using the passwords, including without limitation the transaction reference number, withdrawal password and one time password generated pursuant to a two factor authentication by UOB ("**Passwords**") for the User's withdrawal of the funds remitted to the User by the Customer.

2.2 The transaction is permitted only after authentication of the User with the use of the Passwords. UOB shall have no obligation to verify the authenticity of any transaction received from the Customer via the Mobile Cash Services or purporting to have been sent by the



Customer via the Mobile Cash Services other than by means of verification of the Passwords for the purposes of the User's withdrawal of remitted funds to the User by Customer via the ATM and Mobile Cash Services.

2.3 UOB cannot, and does not, guarantee that any personal information, which the User furnishes over the ATM and/or Mobile Cash Services will not be intercepted or accessed by others and decrypted. UOB shall neither be liable nor responsible should any confidential or other information provided by or pertaining to the User (including bank account numbers, passwords, personal identification numbers, IDs, transaction details, etc.) be intercepted and subsequently used by an unintended recipient.

2.4 The User and the Customer shall not hold UOB liable or responsible for not processing and/or effecting any transactions in case the UOB does not receive instruction from the Customer to this effect and/or UOB determines that such instruction from Customer may not be and/or cannot be processed.

### **3. Copyright and Trade Marks Notice**

3.1 The copyright and all intellectual property rights in and to the contents of the ATM and Mobile Cash Services are owned by or licensed for use by UOB. No part or parts of such contents may be reproduced, distributed, published, modified, displayed, broadcast or transmitted in any manner or by any means or stored in an information retrieval system without the prior written consent of UOB.

3.2 The trade and service marks displayed on the ATM and Mobile Cash Services are the sole and exclusive property of UOB or other relevant third parties. No right or license is given for any reproduction or use of any such trade and service marks.

### **4. Exclusion of Liability**

Without prejudice to anything contained in this Agreement, UOB shall not be liable in any manner whatsoever for any damage, loss or expense including without limitation, direct, indirect, special, or consequential damage, or economic loss arising from or in connection with:

- (i) any access and/or use or the inability to access and/or use the ATM and Mobile Cash Services;
- (ii) any transaction performed on the ATM and/or Mobile Cash Services;
- (iii) any loss or abuse or unauthorised disclosure of information, including customer information; or
- (iv) any system, server or connection failure, error, omission, interruption, interception, delay in operation or transmission, or computer virus.

This exclusion clause shall take effect to the fullest extent permitted by law.

### **5. No Warranties**

5.1 The Mobile Cash Services are provided 'AS IS', and 'AS AVAILABLE'. UOB does not warrant the truth, accuracy, adequacy, completeness or reasonableness of such contents and expressly disclaims liability for any and all errors or omissions whatsoever.

5.2 No warranty of any kind, implied, express or statutory, including but not limited to any warranty of title, non-infringement of third party rights, merchantability, satisfactory quality, fitness for a particular purpose and freedom from computer virus or other contaminants or other malicious, destructive or corrupting code, agent programme or macros (collectively, the 'virus'), is given in conjunction with the ATM and/or the Mobile Cash Services, or its contents.

## 6. Indemnity

6.1 By the User's continued access and/or use of the ATM and Mobile Cash Services, the User signifies its agreement to indemnify and to keep UOB, its directors, employees, nominees, agents and independent contractors fully and effectively indemnified against all actions, liabilities, costs, claims, losses, damages, proceedings and/or expenses (including all legal costs on an indemnity basis) suffered or incurred by UOB including but not limited to, in connection with or arising from:

- (i) the User's and the Customer's access and/or use of the ATM and/or Mobile Cash Services;
- (ii) any unauthorised instructions (including but not limited to, instructions from unauthorised person(s) and/or instructions transmitted due to unauthorised use of the Passwords) that might be transmitted through the Mobile Cash Services or any instructions which are incomplete, inaccurate or garbled;
- (iii) the recovery of or attempt to recover from the User of any monies due to UOB or the enforcement of any of the terms of this Agreement;
- (iv) any breach or non-observance of any of these terms and conditions by the User or by any other unauthorised person or entity using your Passwords; and/or
- (v) the unauthorised access and/or use of the ATM and/or Mobile Cash Services by a third party who was able to access and/or use of the ATM and/or Mobile Cash Services by using the User's Passwords whether or not arising from the User's or the Customer's negligence, misconduct or breach of any terms in this Agreement.

6.2 If loss or damage to UOB arises from the User's or the Customer's access and/or use of the ATM and/or Mobile Cash Services, the User or the Customer, as the case may be, agrees to indemnify UOB for any loss suffered as a result.

6.3 The User or the Customer shall compensate UOB for any loss resulting from unlawful access and/or use of the ATM and/or Mobile Cash Services.

## 7. Miscellaneous

7.1 If any provision of this Agreement is deemed unlawful or unenforceable, such provision shall be severed from this Agreement without prejudice to all other provisions which shall remain enforceable. To the fullest extent possible, UOB and the User ("the Parties" and each, a

“Party”) shall revise such invalidated provision or part thereof in a manner that will render such provision valid without impairing the Parties’ original interest.

7.2 These terms and conditions (as amended and updated from time to time by UOB) set out the terms of the agreement between the Parties with regard to the subject matter stated in this Agreement and supersedes and terminates all prior agreements and understandings between the Parties. The User agrees that UOB shall have the right to amend the terms and conditions of this Agreement from time to time as UOB may, in its absolute discretion, deem fit.

7.3 No forbearance, delay or indulgence by UOB in enforcing the provisions of this Agreement shall prejudice or restrict the rights of UOB nor shall any waiver of UOB’s rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for UOB is exclusive of any other right, power or remedy available to UOB and each such right, power or remedy shall be cumulative.

7.4 In the event that UOB is unable to observe or perform the terms and conditions of this Agreement, whether in whole or in part, by reason of causes beyond its control including (but not limited to) equipment, system or transmission link malfunction or failure, fire, flood, explosion, acts of elements, acts of God, war (declared or undeclared), accidents, epidemics, strikes, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of the Singapore Government or by any other causes which it cannot control or reasonably be expected to avoid, the performance of UOB’s obligations under this Agreement as affected by such causes shall be excused for the duration of the disabling event. Further, UOB shall not be liable for any delay, loss, damage or inconvenience whatsoever and howsoever caused or arising from or in connection with any one or more of the above-mentioned disabling events.

7.5 If there are any inconsistencies in meanings between the English version of these terms and conditions and any translation of these terms and conditions, the English version shall prevail.

7.6 The User agrees to treat as conclusive evidence, and not to dispute the validity, accuracy or authenticity of, any evidence of your instructions and communications transmitted between yourself and UOB, including such evidence in the form of UOB’s computer records or transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, any written statement by UOB’s officer. The User further agrees that all such records shall be binding upon the User and that the User will not be entitled to dispute the validity or authenticity of the same. Subject to the applicable laws of evidence, UOB and the User agree not to object to admission of the records (including computer records) of the other as evidence in legal proceedings.

7.7 All communications (including but not limited to notices) from UOB may be sent by SMS to your mobile phone at the mobile phone numbers as provided by the Customer in the application. UOB will not be responsible for your failure to receive such communications if such failure is due to (without limitation): (a) errors, faults or defects in your mobile phone or telecommunication service provider (b) a wrong mobile phone number provided by the Customer to UOB; or (c) your failure to regularly check your mobile phone.

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

8.1 A person who or which is not party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any provision of this Agreement.



## 9. Money Laundering

9.1 UOB is required to act in accordance with the laws and regulations operating in Singapore and various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions (“**Regulations**”). UOB may take any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with the Regulations.

9.2 UOB will not be liable for loss (whether indirect or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of:

- (i) any delay or failure of UOB in performing any of its duties under this Agreement or other obligations caused in whole or in part by any steps which UOB, in its sole and absolute discretion, consider appropriate to take in accordance with the Regulations; or
- (ii) the exercise of any of UOB’s rights under this Agreement.

## 10. Governing Law

10.1 This Agreement shall be interpreted and governed by the laws of Singapore. The User and UOB agree to submit to the non-exclusive jurisdiction of the Singapore courts with respect to any legal proceedings which may be initiated in connection with this Agreement.