

Terms and Conditions/Agreement

TERMS AND CONDITIONS GOVERNING UOB CASHPLUS

IMPORTANT NOTICE: By utilising the Facility the Customer WARRANTS THAT HE HAS READ the terms and conditions set out HEREIN ("Agreement") AND agrees to abide by and be bound by THE SAME.

1. DEFINITIONS

When used herein:

- "ATM" means Automated Teller Machine;
- "Customer" means the person or persons to whom the Facility is granted by the Bank;
- "Participant" means any person or entity who or which participates in the Programme;
- "Programme" means any programme, system or other mode of delivery, at the Customer's Bank from time to time with respect to the utilisation of the Facility or the UOB ATM card;
- Paragraph headings are for ease of reference only;
- References to masculine gender include the feminine and neuter gender; and
- References to singular nouns shall include the plural where appropriate and vice versa.

2. FACILITY

- Subject to this Agreement, the Bank may make available to the Customer a revolving credit facility ("Facility") up to such limit as the Bank may from time to time in its absolute discretion set ("Credit Limit").
- The Facility is available on a revolving basis, that is to say, the Customer may from time to time in accordance with the Agreement draw cheques, drafts or other mode of delivery, at the Customer's Bank from time to time with respect to the utilisation of the Facility or the UOB ATM card; and thereafter the Borrower may make fresh or further utilizations in accordance with and subject to the terms and conditions of this Agreement.

3. IMPLEMENTATION

- The Facility can be drawn down only on completion of legal and all other documentation and fulfillment of such conditions precedent as the Bank may require. The Bank has the right to implement a part only of the Facility and/or change the terms of its use from time to time.

4. JOINT AND SEVERAL LIABILITIES

- Notwithstanding anything to the contrary, if more than one ("more than one") individual is named as a joint and several and shall be enforceable accordingly. All liabilities, representations, undertakings and other obligations of the Customer in this Agreement shall (if more than one) be deemed to be made or undertaken by and binding on each of them jointly and severally.
- Without prejudice to anything herein, if more than one ("more than one") is not bound by this Agreement (whether by reason of a lack of capacity or any other reason whatsoever), the remaining Customer shall continue to be bound by this Agreement as if the first-mentioned Customer had never been a party hereto.

5. UOB CASHPLUS ACCOUNT

- The Customer shall open and maintain a UOB CashPlus Account with the Bank for the purpose of the Facility and, the Customer agrees to abide by and be bound by this Agreement, as amended and in force from time to time.
- The debit balance on the UOB CashPlus Account (including, without limitation, sums of principal and compounded interest) shall not at any time exceed the Credit Limit.
- Interest is payable on credit balances in the UOB CashPlus Account at the Bank's prevailing interest rate calculated on such basis as the Bank may deem fit from time to time. If interest is paid, it may be credited to any of a customer's accounts.
- The Customer shall complete such forms as the Bank may require for making payments into and withdrawals from the UOB CashPlus Account. The Customer shall ensure that after every payment the deposit slip is machine validated or initiated by a reader or other device at the Customer's Bank before leaving the counter. The Bank reserves the right to alter any incorrect items stated on the deposit slip. Records kept by the Bank shall be final and conclusive as against the Customer, save for manifest error.

- The Customer shall not use his UOB CashPlus Account or issue a UOB CashPlus cheque to pay the minimum payment or any other monies owing to the Bank in respect of or in relation to his UOB CashPlus Account and any other monies owing to the Bank.
- The Customer shall not authorise, expressly or impliedly, any third party to operate his UOB CashPlus Account (by power of attorney or otherwise) save with the Bank's prior consent and unless the Bank receives the Customer's written instructions in accordance with its prescribed procedure for such third-party authorisation.
- The Bank may suspend the operation of the Customer's UOB CashPlus Account and/or service if for any reason whatsoever (including without limitation force majeure, industrial action, power failure, computer breakdown), the Customer's customer records, accounts or services are not available, or access to such records, accounts or services is halted.

6. UOB ATM CARD

- The Bank may in its sole discretion issue to the Customer an ATM card (known as "UOB ATM card") with which the Customer may withdraw funds from his CashPlus Account at such ATMs as the Bank may approve and subject to such terms and conditions as the Bank may from time to time prescribe (including but not limited to withdrawal limits for withdrawal of funds from the Customer's CashPlus Account). For the avoidance of doubt, unless otherwise expressly specified by the Bank, Clause 33 of the Bank's Terms and Conditions Governing the UOB ATM Card shall apply and govern the use of the UOB ATM card.
- Except as stated above and otherwise as expressly permitted by the Bank in its absolute discretion, the UOB ATM card shall not be used to effect any transactions in or through the ATMs of the Bank or of other banks or financial or non-financial institutions or EFT/POS terminals or other card operated machines or other devices or financial institutions or non-financial institutions (including without limitation Network for Electronic Transfers (Singapore) Private Limited), trader or other party accepting the use of the UOB ATM card and their respective agents or contractors, whether for the payment of any goods and/or services or otherwise.
- The Customer agrees to abide by and be bound by all applicable terms and conditions as the Bank may specify in respect of the Customer's retention and use of the UOB ATM card.

7. CHEQUES

- Cheques are issued to the Customer at the sole discretion of the Bank.
- The Customer is under a duty to:
 - count the number of cheque forms and examine the account number and serial numbers carefully upon receipt of a cheque book, and to report to the Bank immediately in writing any discrepancy or irregularity found;
 - keep his cheque forms and cheques safely and to inform the Bank immediately in writing should any cheque form or cheque be mislaid, lost or stolen;
 - not to draw any cheques in such manner as to facilitate fraud or forgery, and to notify the Bank as soon as he becomes aware of any such loss or forgery;
 - report to the Bank immediately in writing any such loss or forgery.
- The Customer shall be liable for all losses resulting from any cheque form or cheque being mislaid, lost or stolen including, without limitation losses due to forged or altered cheques.

- The Bank may mark cheques as "good for payment" to another bank, in which case, the Customer's UOB CashPlus Account shall be debited with the amount of the marked cheque and thereafter the amount of payment of the marked cheque cannot be stopped. The Bank may, but is not obliged to, present cheques on behalf of the Customer to the drawee bank for marking.
- The Bank is not entitled to dishonour any cheque bearing a signature different from the specimen signature of the Customer (but is not obliged to) verify the signature of the Customer or to verify the signature of the list of authorised signatories or not signed in the authorised manner prevailing at the time of presentation.

- The Bank may in its absolute discretion honour any cheque or other instrument signed by an authorised signatory but presented after his death, regardless of whether or not the Bank has received notice of his death.

- Unless the Customer declines the service, the Bank may at its absolute discretion render an Auto-Cheque service by sending a new cheque book to the Customer at such times as the Bank believes that a new cheque book may be required. The new cheque book may be sent by ordinary post, or if the Customer so requests, by air mail, and interest, postage and other mode of delivery, at the Customer's cost and risk (including risk of disclosure of any information concerning the Customer's UOB CashPlus Account). The Bank may debit the postage/delivery charges incurred to the Customer's UOB CashPlus Account (other account(s)) which the Customer may have with the Bank.

8. PROGRAMME

- The Bank may confer or offer to the Customer privilege, benefit or discount under any Programme in its sole discretion for the utilisation of the Facility.
- The Bank may at any time and from time to time without prior notice and without assigning any reason:
 - amend, modify, vary, suspend, terminate or discontinue any Programme and/or any privilege, benefits or discounts offered or conferred under any Programme;
 - suspend or terminate any Programme;
 - restrict or exclude any Participant from participation or continuing to participate in any Programme;
 - any privilege, benefit or discount to be obtained from or conferred by any Participant under any Programme may be unavailable, suspended or withdrawn by that Participant at any time for any reason and whether temporarily or otherwise.

9. CREDIT LIMIT INCREASE

- The Customer hereby undertakes that the outstanding amounts under the Facility (including, without limitation, sums of principal and compounded interest) shall at any time exceed the Credit Limit. Should the outstanding amounts exceed the Credit Limit, the amount in excess of the Credit Limit ("excess") shall be immediately due and payable, and the Customer shall forthwith repay the excess whether or not a demand has been made by the Bank.

10. INTEREST

- Interest charged (including default interest) shall be calculated based on a daily basis, shall accrue day to day and shall be calculated on the basis of the actual number of days elapsed and a year of 365 days. Interest is payable (i) both before and after judgment and (ii) computed based on the principal amount from time to time at the prevailing interest rate as set out in the Agreement. The prevailing interest rate as may be prescribed by the Bank from time to time, ("prevailing interest rate") compounded monthly from the due date (as defined in Clause 12.2) to the date of repayment subject to the minimum interest charge of 5% per annum. The Customer agrees that nothing herein shall be deemed to be a Notwithstanding any change in the Customer's annual income, the applicable interest rate shall remain unchanged.

11. DEFAULT INTEREST

- The Customer shall pay to the Bank interest at the rate of 23.95% p.a. or such rate as may be fixed by the Bank from time to time in respect of the outstanding amounts under the Facility or the UOB CashPlus Account which are not paid on or before the due date as determined by the Bank from time to time until the date of payment, if no minimum payment is received.

12. PAYMENTS

- Notwithstanding anything to the contrary, express or implied, in this Agreement, all outstanding amounts under the Facility shall be payable to the Bank, and in the event of a demand, on the due date for payment in accordance with the terms and conditions stated herein below.
- Unless the Facility has been terminated or the Bank has made a demand under Clause 12.1, the debit balance on the UOB CashPlus Account (including, without limitation, sums of principal and a minimum payment of an amount of not less than the following:
 - \$30.00/-; or
 - 3% of the outstanding amounts ("minimum payment"), whichever is higher.

- Without prejudice to anything herein, the Customer is not required to make any payment to the Bank until the outstanding amount shown in the monthly statement is equivalent or exceeds \$30.00/-.
- The Customer shall in addition to the default interest stipulated in Clause 11 be liable to pay:
 - an over-limit fee of \$100.00/- for each day that the Customer's debit balance exceeds the Credit Limit; and
 - a late charge of \$80.00/-, or such amount as may be determined by the Bank from time to time without notice to the Customer, if the minimum payment shown in the monthly statement is not received by the Customer on or before the due date.

13. ANNUAL FEE AND CHARGES

- The Customer shall pay an annual fee of such amount as may be determined by the Bank from time to time. The annual fee shall be payable in advance yearly and will be debited against the Customer's UOB CashPlus Account when due and shall not be refundable. Notwithstanding the termination of the Facility for whatever reasons, the annual fee remains payable until closure of the Customer's UOB CashPlus Account.
- The Bank may impose charges or fees of such amount(s) as it may decide from time to time, in inter alia, the following circumstances:
 - where the Customer requests for additional statements of account;
 - where the Customer instructs the Bank to stop payment of cheques or countermands instructions; or
 - where the Customer requests for a copy of any of the Bank's credit reference agencies;
 - where any cheque is lost or misplaced, and such amount(s) shall be debited against the Customer's UOB CashPlus Account.

14. COSTS AND EXPENSES

- All costs and expenses, legal or otherwise, connected with enforcement or protection of any of the Bank's rights (including the costs of implementation and recovery of monies owing under the Facility) or resolution of any dispute relating to the Facility (whether by judicial proceedings or otherwise) shall be payable by the Customer on demand, on a full indemnity basis, together with interest thereon at the prevailing market rate as determined by the Bank from time to time, together with such other expenses as are incurred to the date of full payment at such rate as the Bank may prescribe from time to time.

15. CONCLUSIVENESS

- The monthly statement may be sent by ordinary post to the Customer by the Bank. No statement will be sent for any period during which the Facility is not utilised. This Customer is under a duty:
 - to receive all statements, the monthly statement and other notices sent to him by the Bank;
 - to report to the Bank within ten (10) days of the date of the monthly statement, any omission, error, unauthorised transactions or inaccurate/incorrect entries therein;
 - to sign and return any confirmation slips; and
 - to promptly notify the Bank in writing if he does not receive any statement that is due to him.

16. RIGHT OF DEBIT

- Without prejudice to any other rights that the Bank may have, the Bank shall have the right (without being obliged to) at any time without prior notice to debit the Customer's UOB CashPlus Account and/or to debit the Customer's UOB CashPlus Account or a wallet or other mode of delivery, at the Customer's cost and risk (including risk of disclosure of any information concerning the Customer's UOB CashPlus Account). The Bank may debit the postage/delivery charges incurred to the Customer's UOB CashPlus Account (other account(s)) which the Customer may have with the Bank.
- The Customer may upon giving the Bank prior written notice to take effect not less than seven (7) business days from the Bank's receipt thereof, cancel the Credit Limit or terminate the Facility or close the UOB CashPlus Account.
- Upon reduction of the Credit Limit, the Customer shall forthwith repay such outstanding amount so as to bring the outstanding balance within the reduced Credit Limit.
- Upon termination of the Facility (whether by the Customer or by the Bank):
 - if there are no outstanding amounts under the Facility, the Bank's entire obligation with respect to the UOB CashPlus Account shall be discharged, and the Bank may close the UOB CashPlus Account;
 - the Customer shall forthwith destroy all unused cheques;
 - all privileges and benefits conferred upon the Customer under the Programme shall forthwith be withdrawn;
 - the Customer shall pay the Bank immediately all outstanding amounts under the Facility in full; and
 - the Customer's obligations under this Agreement will continue notwithstanding the termination of the Facility and shall only be discharged upon payment of all outstanding amounts under the Facility in full; and
- Upon closure of the UOB ATM card will be terminated by the Customer or by the Bank), the Bank may discharge its liability to the Customer for any credit balance in the closed account by sending a cheque by ordinary post to the last known address of the Customer in the Bank's records. No interest shall be paid on such outstanding amounts.
- If for any reason payments are affected after termination of the Facility or closure of the UOB CashPlus Account, all sums so paid shall be a debt due from the Customer to the Bank and repayable forthwith.

17. WAIVER WITHOUT PREJUDICE

- The Bank may neglect or forbear to enforce any of the terms in this Agreement or waive such conditions as to the extent to which the Bank may without prejudice to its rights under the law so to the Customer, strictly in accordance with such terms and conditions or the originally agreed terms in respect of the existing or subsequent breach.

18. REVIEW AND TERMINATION/CLOSURE OF UOB CASHPLUS ACCOUNT

- Notwithstanding anything stated in this Agreement, the Facility is subject to review by the Bank from time to time and upon such review the Bank may have the right at the Bank's absolute discretion without assigning any reason therefor and without prior notice to the Customer, to reduce or increase the Credit Limit or terminate the Facility or close the UOB CashPlus Account.

19. SUPPORT CHANNELS

- The Customer may utilise the Facility by such means as they are, or any other modes as may be, made available by the Bank ("Support Channels"), in utilising the Facility by any of the Support Channels, the Customer agrees to abide by and be bound by the rules and terms and conditions (as the case may be) governing the relevant Support Channel, as amended and in force from time to time.

20. INDEMNITY

- The Customer agrees to indemnify and to hold the Bank and all of the Bank's servants, employees, correspondents, nominees and agents harmless from and against all losses, claims, actions, proceedings, demands, damages, costs and expenses (including, without limitation, legal costs) on an indemnity basis, taxes or other levies, interest and service charges) unless arising solely from the Bank's gross negligence or willful default, which the Bank may incur or sustain from or by reason of:
 - the Bank acting or carrying out any instructions purportedly given to the Bank pursuant to these terms and conditions;
 - the Bank using any system or means of transmission, communication, transportation or otherwise in carrying out such instructions (including, without limitation, by reason of loss, delay, misrouting, misdirection, mistakes, omissions or errors);
 - the Bank's provision of its services to the Customer (including, without limitation, the transactions contemplated hereunder and in connection with all or any matters or transactions in respect of the Facility);
 - any change in any existing law, regulation or official directive relative to the Facility or any of these terms and conditions;
 - the Bank acting hereunder prior to its receipt of written notice of the termination or revocation of these terms and conditions or in violation of the law so to the Customer;
 - the Bank enforcing or attempting to enforce any rights it may have against the Customer pursuant to these terms and conditions;
 - any breach by the Customer of any of these terms and conditions or such other terms and conditions as are applicable to the services provided or to be provided by the Bank to the Customer or transactions between the Bank and the Customer;
 - the conversion of one currency into another, and any such loss, cost or charge may be debited by the Bank to the Customer's UOB CashPlus Account or to any other account of the Customer's UOB CashPlus Account and accounts held jointly by the Customer with other person(s). The Customer agrees that any conversion from one currency into another may be effected in such manner and rate of dealings between the Bank and the Customer, the Facility and the UOB CashPlus Account for any purpose to:

21. ORAL/TELEFAX INSTRUCTIONS

- The Bank is hereby authorised (but is not obliged) to rely upon and act in accordance with any instructions in connection with the Facility:
 - which may from time to time be, or purport to be, given orally, whether by telephone or otherwise (such as an "oral instruction");
 - which may from time to time be transmitted to the Bank by telefax or similar means and contains the facsimile signature of the authorised signatory authorising or purporting to authorise its issue (such a "facsimile instruction"), without any further authorisation from the Customer or any further notice to or from the Customer, without any inquiry by the Bank as to the authority or identity of the person giving or authorising or purporting to give or authorise such instruction or the authenticity thereof, regardless of the circumstances prevailing at the time of such instruction or the nature of the transaction and notwithstanding any error, misunderstanding, fraud or lack of clarity in the terms of such instructions, and whether or not such oral instruction or facsimile instruction was made or given with or without the authority of the Customer;
- Without prejudice to the foregoing, the Customer agrees that the Bank will not be liable for any losses which the Customer may suffer in connection with the Bank acting in accordance with Clause 26.1 above including without limitation on any oral instruction of a person who is not the Customer or the authorised signatory or on any facsimile instruction as aforesaid upon which one or more of the signatures has been forged or is otherwise unauthorised.
- The Customer hereby agrees that a note made by any of the Bank's officers (or, as the case may be, any other officers of any of the offices in any part of the world or affiliate companies of the Bank) of any oral instruction or facsimile instruction shall be conclusive and binding evidence of such oral instruction or facsimile instruction, as the case may be, provided always that the Bank is not obliged to cause any of its officers or such officers of such offices or affiliated companies to make any note of any oral instruction and the failure to make any such note shall not in any way affect the authorisation herein contained or prejudice the rights of the Bank in this Agreement.
- Without limitation to the generality of Clause 25, the Customer undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the Bank acting in accordance with this Agreement (including without limitation Clause 26.1) in respect of the application of the terms in this Clause 26 to the mandate with regard to any account or facility which the Customer may from time to time have with any of the offices or branches or affiliate or associate companies of the Bank in any part of the world, the Customer agrees that the Bank acts for such branch or company in its agreement on these terms.

22. COMMUNICATION

- The Customer shall notify the Bank immediately in writing of any change or variation in his signature or those of the authorised signatories or the authorised manner of signing, or any change of particulars such as names, authorised signatories, addresses, identification documents, telephone facsimile or other contact numbers. The Bank shall be entitled to refuse to accept any such change or variation until seven (7) business days from receipt) to process such notification of change.
- Deposits may not be transferred, assigned, pledged, charged or otherwise encumbered or given by way of security to any party except in favour of the Bank or with the Bank's prior written consent.
- The Bank shall pay interest on credit balances on an Account only where the Bank has expressly agreed to do so and such interest shall be calculated on such basis as the Bank may decide from time to time, provided the daily balance does not fall below such minimum balance as the Bank may require from time to time to be maintained in the Account to qualify for payment of interest. Such interest may be credited to the Account without notice to the Customer.

23. EXCLUSION OF LIABILITY

- Without prejudice to the generality of the other terms and conditions herein, the Bank shall not be liable for any loss, damage or expense (including, without limitation, legal costs) incurred by the Customer or any other person whatsoever through no fault of the Bank, including without limitation the following:
 - alteration of instructions and/or forgery of the Customer's or any authorised signatory's signature;
 - computer or system virus interference, sabotage or any other cause whatsoever which affects the transmission of data or the operation of the Bank's systems or equipment which is not registered for each Account. The Bank may in its absolute discretion refuse to honour drawings made on other forms or forms not registered for that Account;

- Customer, or any proceeding is instituted before a court, tribunal, government agency or administrative body or initiated against it which, if adversely determined, would have a material adverse effect on the Customer, or an event analogous to any of such events under the laws of any other jurisdiction than Singapore has occurred;
- if the Customer defaults under any other agreement involving the borrowing of money or the granting of advances or credit which gives the holder of the obligation concerned the right to accelerate the advance or credit or to require the Customer to provide or make available to the Customer any of the Bank's financial condition or his ability to perform his obligations under this Agreement or any other agreement with the Bank;

24. SEVERABILITY

- any person who produces the passbook in respect of any Account together with instructions (which may be in any language or more of the terms and conditions set out herein is or becomes invalid, unlawful or unenforceable in any respect under any applicable law, neither the validity, legality or enforceability of the remaining terms and conditions contained herein nor the validity, legality or enforceability of such provision under any law of any other jurisdiction shall in any way be affected or impaired.

25. APPLICATION OF MONIES

- If any sum paid or recovered in respect of the Customer's liabilities under this Agreement is less than the amount then owing, the Bank may apply that sum to interest, fees, principal or any amount due in such proportions and order and generally in the order that the Bank deems fit or may credit the same or part thereof to a suspense account which the Bank deems fit.

26. SUPPORT CHANNELS

- The Customer may utilise the Facility by such means as they are, or any other modes as may be, made available by the Bank ("Support Channels"), in utilising the Facility by any of the Support Channels, the Customer agrees to abide by and be bound by the rules and terms and conditions (as the case may be) governing the relevant Support Channel, as amended and in force from time to time.

27. ASSIGNMENT

- The Bank may at any time assign, transfer or negotiate all or any part of its rights, benefits and/or obligations to any third person or persons as the Bank shall in its absolute discretion deem fit. Any such assignee of transferee shall be entitled to the full benefit of such rights and/or obligations as if it were the Bank in respect of the rights or obligation assigned or transferred to it. Provided always that the Bank does not assign, transfer or negotiate his rights and obligations.

28. APPLICABLE LAW AND PROCEEDINGS

- These terms and conditions shall be governed by and construed in accordance with the laws of Singapore and the Customer hereby irrevocably:
 - submit to the non-exclusive jurisdiction of the courts of Singapore; and
 - waive all rights to object to the venue of any proceedings, claim or other legal process or document in respect of any action or proceedings under this Agreement required by any relevant law, including without limitation, the rules of court or other statutory provisions, to be served on the Customer by personal service, or to object to the venue of any proceedings, claim or other legal process or document in respect of any action or proceedings under this Agreement required by any relevant law, including without limitation, the rules of court or other statutory provisions, to be served on the Customer by personal service, or to object to the venue of any proceedings, claim or other legal process or document in respect of any action or proceedings under this Agreement required by any relevant law, including without limitation, the rules of court or other statutory provisions, to be served on the Customer by personal service, or to object to the venue of any proceedings, claim or 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9.3 The Bank is authorised to credit joint accounts with funds belonging or purporting to belong to any one or more joint account holder(s). Upon the termination of a joint account, the Bank shall have the right to apply any amount remaining in the joint account towards discharging any debt incurred on the joint account whether or not due to the Bank and to refund such amount or any balance thereof to the joint account holder after such application by drawing a bank cheque in favour of all the joint account holders (regardless of the identity of the person(s) who are entitled to the funds).

9.4 In the event of death of a joint account holder (except in the case of joint accounts designated as trust or executors' accounts), the estate of a joint account holder or the estate of the joint account shall be held for the benefit and to the order of the survivor(s) (regardless of the terms of the Account mandate) provided that this is subject to the rights of a creditor in respect of any funds arising out of any lien, charge, pledge, set-off, assignment or other circumstance or any counterclaim or defence with the terms and conditions on the cheque book and to take such steps as seems desirable (including making payments) into a court of competent jurisdiction in relation to the credit balance. Any payment made by the Bank to such survivor(s) or to a court of competent jurisdiction shall be deemed to be a discharge of the Bank's obligations towards all the account holders and their personal representatives and successors.

9.5 Where the Account mandate provides for operation of the Account(s) by the single signature of any one of the joint account holders being a corporation or a corporate customer becomes insolvent or goes into liquidation, the Bank shall be entitled to freeze or suspend operations on the Account(s) and refuse access to the funds therein, without liability to the Customer, upon notice of such bankruptcy, insolvency or mental disability, pending appointment of a legal representative of the estate or holding of joint account for holder or Authorised Person (as applicable) or insolvency, and notice from the other joint account holder(s) or Authorised Person(s) and the trustee in bankruptcy, liquidator or legal representative of the bankrupt, insane or mentally incapacitated person(s) or a corporation or other person for and on behalf of the legal ownership of the funds in the Account(s). For the purpose of this Clause 9.5, the Bank shall have the absolute discretion to verify and determine by any means it deems appropriate whether any person is under any mental disability and such determination shall be final and conclusive for the purposes of this Clause.

9.6 Where the Account mandate provides for operation of the Account(s) by joint signature, then if any one of the joint account holders becomes bankrupt or insolvent, the Account(s) can be operated or closed only by the joint signatures of the trustee in bankruptcy of the bankrupt joint account holder and the other joint account holder(s).

10. PROVISIONS FOR FIRMS

10.1 Upon any change of the firm's constitution for any reason whatsoever (including without limitation by death, resignation, replacement, addition, bankruptcy or otherwise of a partner or sole proprietor), the firm may, in writing, notify the Bank of such change. The firm shall be deemed to have authorised the proprietor as having full power to carry on the business of the firm and to deal with the Account as if there had been no change in the firm's constitution.

10.2 Notwithstanding any change in the firm's constitution (as described in Clause 10.1 above) or name, or modification/alteration of any power of the partner, these Conditions shall bind all partners/have sole proprietor, and in the case of a partnership shall bind all partners jointly and severally.

10.3 The Customer shall promptly notify the Bank in writing of any change in the constitution or name of the firm.

11. ACCOUNTS IN TRUST

The Bank is not obliged to recognise any person other than the Customer as having any interest in the Account. If the Bank opens the Account in the Customer's name "in trust" or "as nominee" or using some similar designation, whether or not for a specified third party, the Bank may accept cheques and other documents and/or transfers and/or the discharge of the Bank's obligations in relation to the Account with the consent from or see to the execution of any trust for any person.

12. OVERDRAFTS

12.1 In the absence of prior arrangement and approval, the Customer shall not at any time cause the Account to be overdrawn. A charge or overdraft on the Customer's account or a transfer of funds from the Account is rejected due to insufficient funds. The Bank may without prior notice close the Account if cheques or Giro/standing order payments continue to be returned/rejected due to insufficient funds. If the Account is overdrawn, the Customer shall be liable to the Bank for the overdraft amount and any interest on the Bank from time to time. Interest on debit balances shall accrue daily with monthly rests, such interest to accrue as well after as before judgment. All amounts overdrawn, charges and interests payable shall be repaid on demand.

12.2 The Customer shall not use or attempt to use any Service for payments or transfers or withdrawals unless there are sufficient available funds in the Account.

13. ACCOUNT STATEMENTS/PASSBOOK ENTRIES/CONFIRMATION ADVICES AND VERIFICATIONS

13.1 Statements of account or confirmation advices may be sent by the Bank to the Customer by ordinary post at monthly intervals or such other intervals as the Customer may from time to time determine. If there is no movement in the Account no statement will be sent.

13.2 Entries in the passbook are not valid unless machine-printed by the Bank or otherwise bear the signatures of the Bank's authorised officers. The passbook is for reference only and is not conclusive as to the current balance of the Account since any deposit or withdrawal may have been made or charged to the Account without production of the passbook.

13.3 The Customer is under a duty:
(a) to check all entries in the statement of account, confirmation advices and/or passbook;
(b) to report promptly to the Bank any irregularities, discrepancies, inaccuracies/correct omission, incorrect entries, error, or unauthorised transactions or inaccuracies in the contents or entries therein;
(c) to sign and return any confirmation slips, including those for auditing purposes; and
(d) to promptly, within such time as the Bank may prescribe from time to time, notify the Bank in writing if he does not receive any statement or confirmation advice that is due to him.

13.4 If the Bank does not receive from the Customer a written objection within fourteen (14) days of the date of such statement or confirmation advice or entry in the passbook, it shall be deemed to be correct.

(a) The Customer shall be deemed conclusively:-
(i) to have accepted, and shall be bound by, the validity, correctness and accuracy of the Bank's transaction(s)/entries and the balance set out in the statement, advice or passbook; and
(ii) to have ratified or confirmed each and every one of the transactions represented by entries set out therein.

(b) The statement, advice or entry, as the case may be, shall be against the Customer be deemed conclusive evidence of the Customer's authorisation to the Bank to effect the transaction(s)/entries and to debit or credit the Account in accordance with the terms and conditions of the Account.
(c) The Customer shall have no claim against the Bank whatsoever arising from, in connection with or as a result of any transaction/entry referred to therein.

13.5 The Bank has the right to adjust the Account to correct any erroneous entry, or omission. The Bank may at any time rectify entries on any statement or advice or passbook and, subject to Clause 13.4 above, any statement or advice or passbook so rectified shall be binding on the Customer. The Bank has the right to reverse any entry, demand refund and/or debit any Account of the Customer with the Bank for any omission or error in the Account arising from such errors or omissions.

13.6 When the number of transactions which are not entered or posted in the passbook reach a certain number (to be determined by the Bank from time to time), the transactions may be consolidated and only the aggregated entries in the passbook which is updated when it is updated when it is updated. A statement listing the unposted transactions may be made available to the Customer within a reasonable time upon payment of the requisite fee.

13.7 The customer agrees to accept all records of the Bank and, in addition, the records of the financial institution, transfer agent or other party accepting the use of its ATM card, as conclusive and binding against the Customer for all purposes unless there are obvious errors.

14. CUSTOMER'S DUTY

The Customer is under a duty, in respect of:-
(a) Accounts for which cheque books and/or ATM cards are issued:
(i) to keep the cheque books and/or ATM cards safe and to use them in accordance with the instructions on them, to take all reasonable steps to help recover the use of any lost or stolen ATM card, cheque or cheque book, to provide the Bank with any information and/or documentation it

may require from time to time relating to the use of the ATM card, cheque or cheque book and to cooperate with the Bank in any investigation or litigation arising from or in connection with the use of the ATM card, cheque or cheque book;

(ii) to take all reasonable care and precaution to prevent loss or theft of any ATM card, cheque or cheque book;

(iii) to immediately notify the Bank in writing if the Customer does not receive his cheque book(s) (which the Customer has requested to be despatched to him) within two (2) weeks from the date of such request to the Bank;

(iv) not to draw cheques, keep cheque books or operate the Account in a manner which may facilitate fraudulent alterations or forgery or allowing anyone else to use the ATM card, and to report promptly to the Bank in writing with the terms and conditions on the cheque book cover and in the agreements for Services provided by the Bank; and
(v) not to use or try to use the ATM card after the Account has been closed or after the Bank has notified the Customer that the Bank has cancelled or withdrawn the use of the ATM card and to reply on demand any such sums so paid and interest on such sums. Failure to do so is at the Customer's own risk.

(b) Saving/Passbook Accounts:

(i) to keep the passbook secure at all time under lock and key and to immediately notify the Bank in writing if the passbook is lost, stolen or mislaid. The Bank shall not be liable for any amount withdrawn from the Account by fraudulent use of the passbook prior to notification of its loss or theft to the Bank and to present the passbook for updating from time to time.

(ii) All Accounts: to monitor the balance of the Account at all times and to notify the Bank in writing immediately of any unauthorised debits or withdrawals from the Account.

15. CONFIDENTIALITY OF PASSWORD, LOGIN-ID, PIN AND CIN

15.1 The Customer shall keep and shall procure that each Authorised Person shall keep confidential all and any mental details and such details of the Account, Login-ID(s), PIN, CIN and/or codes as are recognised by the Bank in order to enable the Customer or such Authorised Person to access such Service(s) and the Customer shall be responsible for all instructions effected (whether authorised or not) through the use of the Password(s), Login-ID(s), PIN, CIN and codes.
15.2 The Customer agrees to take and shall procure that each Authorised Person shall take all precautions to safeguard the Password(s), Login-ID(s), PIN, CIN and codes such as (but not limited to):

- (a) not disclosing them or causing them to be disclosed to anyone;
- (b) changing the Password(s), Login-ID(s), PIN and CIN regularly;
- (c) destroying the advice issued for the Password(s), Login-ID(s), PIN, CIN and codes promptly upon receipt;
- (d) memorising the Password(s), Login-ID(s), PIN, CIN and codes and not writing them down; and
- (e) informing the Bank immediately if there is any suspicion that someone else knows the Password(s), Login-ID(s), PIN, CIN and codes to prevent fraudulent or unauthorised use of the Account(s) and/or Service(s).

15.3 The Customer shall remain liable for all liabilities incurred pursuant to instructions received by the Bank (whether authorised or not) after the Password(s), Login-ID(s), PIN, CIN and/or codes are disclosed to someone else until the Bank, and (where applicable) the certification authority each, has taken the necessary steps in accordance with its prevailing practice to prevent any instruction from being effected through the use of the Password(s), Login-ID(s), PIN, CIN and codes.

15.4 When the Bank is notified by the Customer that the Password, Login-ID, PIN, CIN or other code is lost or may have become made known to another person, the Bank shall be entitled to suspend/terminate the Customer's rights and/or the rights of the Authorised Person(s) to use the Account and/or the Authorised Person's Password, Login-ID, PIN, CIN and code. The Customer and/or the Authorised Person may be issued with a fresh Password, Login-ID, PIN, CIN or code at the Bank's discretion.

15.5 The Bank reserves the right to issue any combination of letters and/or numerals for the Password(s), Login-ID(s), PIN, CIN and codes.
15.6 The Bank shall at its discretion be entitled to deactivate or revoke the use of such Password(s), Login-ID(s), PIN, CIN and codes at any time without assigning any reason and without prior notice to the Customer and/or the Authorised Person.

16. DISCLOSURE

16.1 The Customer consents to the Bank, its officials, employees, agents or any other persons who by reason of their capacity or office have access to the Bank's records, correspondence or any material relating to the Customer or the Account, disclosing any and all information whatsoever (including personal data) relating to the Customer and/or any Authorised Person, the money and other assets of the Customer for any purpose which the Bank considers appropriate, necessary or desirable (including but not limited to, marketing, promotional and/or cross-selling purposes):

- (a) to any person or organisation providing electronic or other services to the Bank whether in Singapore or elsewhere, for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims:-
 - (i) to any person or organisation whether in Singapore or elsewhere which is engaged by the Bank for the purpose of performing or in connection with the performance of services or operational functions of the Bank where such services or operational functions have been outsourced;
 - (ii) to the police or any public officer conducting an investigation;-
 - (iii) to credit card companies and financial institutions in connection with credit card enquiries;-
 - (iv) to the Bank's related and associated companies wherever situated;-
- (b) without prejudice to sub-clause (a) above, to other banks, financial institutions, credit bureau or credit reference agents (only for credit information on the Customer and/or any Authorised Person);
- (c) in any judicial proceedings to which the Bank is a party where the Account and/or transaction(s) pertaining to the Account may be a relevant issue;
- (d) to the Bank's agents for the purpose of printing personalised cheques, statements, advices, correspondence or any other documents; and
- (e) in respect of transactions effected or processed with or without the Customer's authority in or through the ATMs of other banks or financial or non-financial institutions or EFTPOS Terminals or other card operated machines or devices approved by the Bank, to the bank, financial institution or non-financial institution (including without limitation Network for Electronic Transfers (Singapore) Private Limited), transfer agent or other party accepting the use of the ATM card and their respective agents or contractors.

16.2 Where any banking facility has been granted in relation to the Customer, or where the Bank accepts or incurs any liability at the request of the Customer, the Customer, also consents to the Bank disclosing at any time and set out therein, any information, information concerning the Customer, the money and other assets of the Customer and the rights under these Conditions or under any Service or Account (including to effect any set-off or consolidation by the Bank of Accounts); or
(b) conversion of the balance in any Account or any part thereof (and if the Bank so chooses, together with and without notice on the amount converted) to any other Account of the Customer.
16.3 The Bank may use the services of any bank or agent in any location it deems advisable in connection with any collection for or other banking business of the Customer. Such bank or agent is deemed to be the agent of the Customer and the Bank shall not, in any circumstances, be responsible or liable to the Customer by reason of any act or omission of the bank or agent in connection with the collection for or other banking business of the Customer or any other person who the Bank views it as necessary to provide such services in the course of the Bank's preservation and/or enforcement of such security.

17. BANK'S AGENTS

The Bank may use the services of any bank or agent in any location it deems advisable in connection with any collection for or other banking business of the Customer. Such bank or agent is deemed to be the agent of the Customer and the Bank shall not, in any circumstances, be responsible or liable to the Customer by reason of any act or omission of the bank or agent in connection with the collection for or other banking business of the Customer or any other person who the Bank views it as necessary to provide such services in the course of the Bank's preservation and/or enforcement of such security.

18. CHARGES AND RIGHT OF DEBIT

18.1 The Bank may impose such service charge, fee, commission and/or discount at its prevailing prescribed rate for any Service provided by the Bank and on all Accounts including dormant Accounts where the credit balance falls below the minimum balance stipulated from time to time by the Bank for such Accounts and on Accounts closed within six (6) months of opening or such other period as the Bank may determine.
18.2 All bank charges, commission, administrative charges, interest and fees of any nature (including without limitation any postage, telecommunication, cheque-related charges), that may be levied by the Bank, are deemed to be the responsibility of the Customer. The Customer agrees that the Bank may debit any transaction or instruction on the Account, performance of any obligation or provision of any Service, shall be borne by the Customer.

18.3 The Bank shall be entitled to impose administrative charges and be reimbursed costs and expenses (including legal costs) for handling Garnishee Orders, injunctions or other court orders or proceedings relating to the Account or money therein.
18.4 The Customer agrees to be responsible for all charges incurred in accessing the Account through or otherwise using any of the Services (including but not limited to any telephone charges and internet service provider's charges).
18.5 Any payment by the Customer under these Conditions shall be made free and clear of and without any deduction or withholding in respect of any tax or levy. If the Customer is required by any applicable law to effect such deductions or withholding, then the amount due and payable to the Bank shall be increased by such amount as shall result in the Bank receiving an amount equal to the amount the Bank should have received had the Customer not made such deduction or withholding.
18.6 In the event that any goods and services tax ("GST", which expression shall include any tax of a similar nature that may be substituted for or levied in addition to it, by whatsoever name called) is now or hereafter levied or imposed on any payment hereunder, the Customer agrees to pay such tax in addition to the amount payable by law from time to time, in addition to all other sums payable hereunder or relating hereto. If the Bank is required by law to collect and make payment in respect of such GST, the Customer agrees to indemnify the Bank for any such sums so paid and interest on such sums.
18.7 The Customer shall pay interest at such rate(s) as the Bank may from time to time determine on all service charges, the utilised amount of a credit line as may be granted by the Bank in its sole discretion, and other sums due and owing to the Bank, and on any losses or expenses suffered or incurred by the Bank as a result of the Bank having to take any action whatsoever to safeguard its position hereunder. Such interest is calculated on such basis, as the Bank may determine and shall be added to the sums then owing to the Bank and shall bear interest accordingly until all sums owing to the Bank and interest thereon are paid in full.
18.8 The Customer authorises the Bank to debit the Account at any time with interest for all amounts due and payable to the Bank or recoverable from the Customer without prejudice to the rights and remedies of the Bank against the Customer or any third party and notwithstanding that the Customer may incur any loss in respect of the Bank's deduction or reduction in the principal amount due to bank charges and/or adverse exchange rate movements.
18.9 The Customer shall pay to the Bank all payments due in the currency in which they are due to such Accounts and/or the Customer.

19. BANK'S SECURITY RIGHTS

The Customer agrees that when the Bank accepts or incurs any liability at the request of the Customer, or when the Account is overdrawn, or when any interest, service charge, tax or other sum ("charge") is due and payable to the Bank, any deposits, funds, documents, instruments, chattels, bonds, debentures, shares or other securities, and any other valuables held by the Bank in the name of, or on behalf of, the Customer (hereinafter called "Collateral") including Collateral in safe custody, shall automatically be pledged and/or charged to and constitute continuing security to the Bank for discharge of such liability and repayment of such overdraft. The Bank shall have the right to exercise such security in the event of the Customer's discharging of the Customer's cheques), or any part thereof until the liability, overdraft and/or charge is discharged and/or repaid.
20. **RIGHT OF SET-OFF AND COMBINATION OF ACCOUNTS**
20.1 Without prejudice to the rights of the Bank at common law, the Bank shall be entitled (but shall not be obliged) at any time without notice to combine or consolidate all or any Account(s) of the Customer or of any one or more of the account holders of the Customer whether singly or jointly or jointly with any other person(s) and/or under whatever style, name or form which includes the trade names of sole proprietorships, and to set-off any credit balances, whether matured or not, in any one or more such Accounts whatsoever (including cheque books), Password(s), Login-ID(s), PIN, CIN and/or codes (hereinafter collectively called "Communications") from any such Account(s) with the Customer's overdrafts, unpaid bills, arrears of accounts, confirmation advices, ATM cards, dishonoured cheques, cheques, documents and/or other instruments whatsoever (including cheque books), Password(s), Login-ID(s), PIN, CIN and/or codes (hereinafter collectively called "Communications") from any such 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