



**IMPORTANT INFORMATION**  
**TERMS AND CONDITIONS OF UOB PERSONAL INTERNET BANKING AND UOB**  
**MOBILE SERVICES**

**PLEASE READ THIS CAREFULLY**

These terms and conditions apply to your access and use of the UOB Personal Internet Banking services and UOB Mobile Services (“Services”) provided by UOB. You agree, through your use and access of the Services to be bound by the terms of UOB’s Website Terms and Conditions where applicable. This Agreement is in addition to, and does not modify, any other agreement, including amendments to any such agreement, that you have executed governing your relationship with UOB. In the event of any inconsistency between the prevailing terms and conditions of this Agreement and the prevailing terms and conditions of any other document or agreement that you have executed governing your relationship with UOB including without limitation the Terms and Conditions Governing Accounts and Services for Individual Customers, Additional Terms and Conditions Governing Accounts and Services for Individual Customers and UOB’s Website Terms and Conditions, the terms of this Agreement shall prevail in matters relating to the Services where applicable.

You may access and use other products and services offered by UOB solely or by UOB in conjunction with third parties, through the Services. However, the existing terms and conditions governing the specific product or service used and accessed will continue to apply. In the event of any inconsistency between this Agreement and the then current terms and conditions governing the specific product or service, the terms of this Agreement shall prevail only in matters relating to the Services and the then current terms and conditions governing the specific product or service shall prevail in matters relating to those products and services. The terms and conditions of this Agreement are in addition to and do not affect the generality of the provisions applicable to each product and service used.

You agree to be bound by the terms and conditions herein. Without prejudice to the other disclaimers in this Agreement, clauses 7 and 8 set out the specific disclaimers in relation to your use of the Services. In the event of any inconsistency between these terms and the terms of each of the products and services offered on the Services, the terms and conditions herein shall prevail.

UOB will from time to time add, vary or change the Services offered to you. Such changes may necessitate amendments to the terms and conditions of this Agreement. In addition, the terms and conditions of this Agreement may change from time to time.

Your (a) use and/or continued use of the Services; or (b) access and use of the products and services provided through the Services, constitute your agreement to be bound by and comply with the terms and conditions in this Agreement (in respect of Accounts held by you now and/or in the future), and any amendments thereto made from time to time. If you do not accept these terms and conditions, please immediately discontinue your access and/or use of the Services.



**If you need any further assistance, please contact the UOB Call Centre at 1800 222 2121 (toll free if calls are made from within Singapore).**

## TERMS AND CONDITIONS

### 1 REGISTRATION AND ELIGIBILITY

- (a) As a customer of the Services, you are required to and undertake sole responsibility for the submission of true, accurate and complete particulars or information, including the Account(s) to be linked to the Services, when applying for the Services. Your application and use of the Services and the Username, Password and Device are subject to UOB's approval (as set out in Clause 1(d) below). UOB will not be responsible for the consequences of any of the particulars or information being incomplete, inaccurate, garbled or obsolete and UOB is entitled to act on such particulars and information notwithstanding the possibility that they may conflict with other particulars, information or instructions given by you. In addition, you undertake to promptly notify UOB of any changes in the particulars or information provided. You represent, by submitting your application for the Services that you have the right and capacity to enter into this Agreement.
- (b) UOB may at its sole discretion permit access to the Services using your Automated Teller Machine (ATM) card and Personal Identification Number (PIN). In addition to UOB's existing terms and conditions governing the use of ATM cards and PINs, the terms herein which govern the use of your Username and Password shall apply with the necessary modifications, to your use of the ATM card and PIN where there is no conflict or inconsistency.
- (c) UOB may send the Username, Password and Device (as well as any other devices, items and information) to you by any means available. You agree not to hold UOB liable in the event that the Username, Password and Device (or other devices, items and information) fail to reach you after dispatch. If you suspect or know that the security of your Username, Password and/or Device has been compromised, it is your responsibility to notify UOB at the Call Centre immediately and request a new Username, Password and/or Device.
- (d) UOB reserves the right to refuse and reject any application without assigning a reason for such refusal. UOB's acceptance of your application is subject to factors such as, the fulfilment of eligibility criteria, the provision of required documents and agreement to terms and conditions specified by UOB.
- (e) Upon approval of your application, UOB will offer you access to the Services. You may use the Services to access individual Accounts in your sole name, joint accounts operated by a single signature authorisation and such other additional services as UOB may offer via the Services from time to time.

### 2 USE OF THE SERVICES

#### 2.1 Security/Confidentiality

- (a) You hereby undertake to keep your Username and Password confidential and that no person other than yourself shall be permitted or shall have access or

knowledge of your Username and Password. You shall not be entitled to dispute any transaction carried out via the Services under your Username and Password. You undertake to change your Password regularly, and not to disclose your Password to anyone. If you have reason to suspect that the security and/or confidentiality of your Password has been compromised, you must change your Password immediately and inform UOB at the Call Centre (“**Remedial Actions**”).

- (b) UOB reserves the right to deactivate or revoke the use of your Username and Password at any time for any reason whatsoever without any prior notice or reasons.
- (c) You are responsible for and not entitled to dispute any transaction carried out via the Services under your Username and Passwords (including such Password generated by your Device), including all transactions effected pursuant to unauthorised instructions or unauthorised use of your Username and/or Password. You will continue to be responsible for and disentitled to dispute any such unauthorised transactions until UOB has been notified of and has been given a reasonable period of time to deactivate and revoke your Username, Password and/or Device. You are required to check your bank statements regularly. If your bank statements reveal any unauthorised transactions, you are required to perform the Remedial Actions immediately. Failure to inform UOB within fourteen (14) days of the date stated on the bank statement will be deemed to constitute your acceptance of the bank statement and accuracy of the contents of that statement.
- (d) You are required to inform UOB if your Username, Password and/or Device becomes invalid or ceases to have effect.
- (e) Your Username and Password must comply with the following security measures, and you shall ensure that:
  - (i) your Username should have between a minimum of 8 or a maximum of 16 alphanumeric characters or alphabets and that your Password should have between a minimum of 8 or a maximum of 24 alphanumeric characters or digits;
  - (ii) the same digit or character is not be used more than twice in any Username or Password;
  - (iii) your Username and/or Password should not be the same as any previous/expired Username and/or Password used by you for the Services;
  - (iv) your Username and Password are not based on your personal mobile phone number, birthday or any other personal information;
  - (v) your Username and Password are kept confidential at all times and not divulged to anyone;

- (vi) you memorise and not record anywhere your Username and Password;
  - (vii) your browser and application software is upgraded to support SSL 128-bit encryption or a higher encryption standard for access and use of UOB Personal Internet Banking;
  - (viii) you ensure that UOB's website address changes from http:// to https:// and a security icon that looks like a lock or key appears when authentication and encryption is expected for access and use of UOB Personal Internet Banking and UOB Mobile Services via internet browser;
  - (ix) shall immediately after you have reason to believe that any person may have acquired knowledge of your Username or Password notify UOB.
- (f) From time to time UOB may inform you of additional security measures, instructions or recommendations which you are required to comply with and you undertake to comply with the same.

## 2.2 Authorisation

- (a) UOB is entitled to, but not obliged to, rely on all instructions and transactions carried out under your Username and Passwords, whether or not in conjunction with or generated by any Device or otherwise, including instructions to debit your Account(s) in favour of third parties. Instructions to UOB given under your Username and Passwords are irrevocable and binding upon transmission notwithstanding that they may be unauthorised, given in error, forged or are fraudulent. UOB is not under any obligation to investigate the authenticity and/or accuracy of any instructions. UOB may, at its discretion, provide for additional security measures, including but not limited to, specific SMS confirmatory authorisation for each transaction, specific electronic confirmatory authorisation for each transaction above a preset value and the use of Devices and Digital Certificates. UOB is entitled to rely on any authorisation even if the authorisation results in the creation of an overdraft or the incurring of interest or other charges. Any overdraft created shall be repaid with interest, on demand by UOB, at UOB's overdraft rate for unsecured advances prevailing from time to time. You are responsible for the accuracy and completeness of instructions given to UOB. UOB shall not be under a duty to carry out any garbled or unclear instructions, or if the funds in any Account are insufficient. You are obliged to monitor your own Account(s). It is your responsibility to check the status of any transaction or instructions given by you. Instructions and transactions (including instructions to countermand, reverse or accept additional instructions) shall not be deemed to be received or implemented by UOB until you have received a Transaction Code as confirmation of receipt and/or a Confirmation Message as confirmation of implementation. UOB reserves the right, without prior notice to you, to cancel or not to execute any instructions at any time without giving any reason. You shall inform UOB immediately upon receipt of data or information that is garbled, incomplete or inaccurate or which is not intended for you and you agree to delete all such information from your computer/equipment immediately.

- (b) You are responsible for all losses due to unauthorised use of your Username, Passwords and/or Device if you have acted fraudulently or negligently or if you are in default of any of the security measures and/or Remedial Actions described above.
- (c) UOB may (but is not obliged to) cancel any instructions given under your Username and Passwords without any liability whatsoever, if:
  - (i) funds in the Account are insufficient; or
  - (ii) any Accounts have been frozen; or
  - (iii) a new Account has not been opened; or
  - (iv) execution of the instructions will cause the balance in the Account to exceed the credit limit; or
  - (v) UOB knows or has reason to believe that a fraud, criminal act, offence or violation of any law or regulation has been or will be committed.

UOB may execute your instructions in part only and in whatever order that UOB in its sole discretion decides.

- (d) UOB shall not be obliged to countermand or reverse any instruction given by you, or to accept any conditional instruction or any instruction which requires sooner or delayed payment or any payment or any instruction after such instructions have been transmitted by you to UOB. UOB shall not be liable for any loss or damage arising from the failure to countermand, reverse or accept any such instructions. If UOB attempts at your request to reverse any instruction, or to meet any of your requests, you agree to pay the Charges (as defined in clause 4) and all other costs incurred.
- (e) UOB may refuse or cease to carry out any or all instructions or reverse any actions carried out on the basis of those instructions, if it is of the view that such instructions are unlawful, not properly authorised or for any other reason whatsoever. UOB shall have the right to require confirmation in writing of any transaction requested and may request you to place a deposit or comply with such terms as it may stipulate, prior to the execution of any instruction. You agree that in all situations stated above, UOB shall not be liable for any resulting loss and damages.
- (f) Any instruction given will be dealt with in the normal course of business. UOB does not warrant that an instruction will be carried out within a particular time frame or in any particular order. If instructions are given at a time after the deadline set by UOB for transactions for any particular day, the instructions may not be carried out until the next Business Day. Where UOB provides a list of payee corporations to whom payment may be made through the Services, UOB has the discretion to delete or to amend such list of payee corporations at any time without being liable for loss or damages.
- (g) You may, submit a request to UOB through the Services to stop sending a printed account statement (where such a service is offered pursuant to the particular product or service under the Services) to your postal address. Save as



varied by your request to stop sending a printed account statement pursuant to this sub-clause, the terms and conditions of this Agreement remain in full force and effect.

- (h) You undertake to check all entries in all electronic bank statements that are rendered to you pursuant to product(s) or service(s) offered under the Services. You agree to inform UOB of any objection to any entry or omission in your statement(s) of account, in respect of any calendar month, in writing within fourteen (14) days of the date from which the full electronic bank statement for that calendar month is made available on the Services.

### 2.3 The Accounts

- (a) If you hold (together with any others) a joint Account operated by a single signing authority, you agree that each joint Account holder may independently operate the Account under the Services if the joint Account holders had elected to do so when registering for the Services. The joint Account holders may elect to link their joint Account to their Usernames and Passwords and may issue instructions thereunder via the Services. If at any time, UOB receives inconsistent instructions from joint account holders of any joint Account, UOB may (i) require the mandate of all joint Account holders before executing any instructions for the joint Account concerned or (ii) exercise its right to deny access to and/or terminate the Services at any time without notice to any of the joint Account holders. Joint account holders are jointly and severally liable to UOB for all instructions given.
- (b) Any new Accounts opened by you using the Services shall be governed by the same terms and conditions governing accounts opened at UOB branches prevailing at that time and as amended by UOB from time to time. You may elect to use the specimen signature of an existing Account as the specimen signature for such new Accounts and you agree to be bound by all terms and conditions governing the opening of such Accounts as well as the specific terms and conditions (as they may be amended from time to time) governing each product and/or service used.
- (c) No joint Account with joint signing authority may be linked to the Services. However, UOB may allow funds to be credited to or transferred to such joint Accounts through the Services. UOB is entitled to refuse to accept or act on any instructions in respect of joint Accounts (operated with joint signing authority) (including instructions to withdraw or transfer funds out of such Accounts) without incurring any liability for so refusing.

### 2.4 Operation of UOB Personal Internet Banking and UOB Mobile Services

- (a) If you have more than one Account with the UOB Group Bank, all your Accounts (except joint Accounts with joint signing authority) may automatically be linked by UOB for purposes of utilisation of the full range of Services that may be available from time to time (“**Autolinking**”). You hereby authorise UOB and other UOB Group Banks (where applicable) to undertake Autolinking of all your Accounts.

Notwithstanding the above, UOB shall only undertake Autolinking of your Accounts which are specified by UOB to be eligible to be linked. For avoidance of doubt, UOB will undertake Autolinking of all joint Accounts with single signing authority, notwithstanding that only one of the Account holders has applied for the Services. Autolinking of Credit Card Accounts is undertaken upon UOB's approval of your application.

- (b) UOB is entitled at any time (without incurring any liability) to:
  - (i) change the mode of operation of or add to, remove or otherwise change, end or suspend the Services;
  - (ii) disconnect or suspend operation of the Services temporarily (for, inter alia, updating, upgrading or routine maintenance work, or in the event of excess demand of the services) or permanently; or
  - (iii) terminate the Services.
- (c) You may be allowed by UOB to vary and set the monetary limits to any transaction, facility, service or product offered under the Services. In such instances, you agree that you are and you undertake to be solely liable for all transactions undertaken by you under the Services, pursuant to these new monetary limits.

## 2.5 Viruses

- (a) You agree to ensure that the software and Equipment which you use to use and access the Services are well maintained and free from Viruses. You warrant that for this purpose you have installed the most comprehensive and up-to-date anti-virus checkers and programs available to prevent the software and your Equipment from acquiring and transmitting such Viruses.
- (b) You agree that UOB shall not be liable for any defect, default, deficiency, malfunction or interference in any software and/or Equipment, or any interferences with the Services, or any interferences with any telecommunication or computer system of yours or that of UOB's, or of any certification authority, Internet service provider, telecommunication service provider or other service provider. Any material downloaded or otherwise obtained through your use of the Services is done at your own discretion and risk and UOB shall not be responsible for any damage, defect, default, deficiency, malfunction or interference with the Equipment which you use to access the Services or any loss of data that results from your download or obtainment of any such material.
- (c) UOB reserves the right to specify and at any time to change the type, version or specification of any software or Equipment that may be required to access and use the Services. If you do not comply with such specifications, UOB reserves the right to suspend and/or terminate the operation of the Services without any liability whatsoever.

## 2.6 Technology Devices

- (a) UOB may, from time to time, designate or issue Devices and/or measures or procedures to you to allow you the use of certain the Services related to the Devices from time to time. You are responsible for purchasing, installing, maintaining and obtaining due certification of the said Devices and other items of equipment from the relevant authority (if required).
- (b) UOB may upon your request, and at its discretion, recommend a list of Devices for your selection. UOB may, but is not obliged to, supply you with such Devices at its cost. UOB makes no warranties, express or implied, that the Devices recommended or supplied are merchantable or of satisfactory quality or will suit your Equipment and/or software or is fit for any other purpose whatsoever or is free of errors. In the event UOB supplies you with any Devices, UOB grants you a non-exclusive, non-transferable license to use such Devices in respect of your Account(s) as you may designate and for the purposes of enabling you to access the Services and/or the services provided or operated by UOB. The Devices shall remain the exclusive property of UOB and shall be returned to UOB on demand.
- (c) It is your responsibility to prevent any unauthorised use of the Devices issued by UOB or procured by you for use of the Services. You shall retain the Device at all times and shall not permit any other person to have access to or to use the Devices issued or provided by UOB. In the event of any loss or unauthorised use of the Devices, or if you suspect that the Devices have been stolen, misused or tampered with, you are obliged to inform UOB within twenty-four (24) hours of such an occurrence/occurrences. Failure to do so will render you solely liable for any loss or damage arising from such theft, misuse or tampering.
- (d) UOB shall be entitled to rely on and treat any instruction made, submitted or effected whether by the use of any Devices issued or provided to you or any Password generated by such Devices (and whether or not in conjunction with your Username or Password or otherwise) as having been made, submitted or effected by you after the Devices are lost or misplaced by you unless notice of the loss of such Devices has been given in accordance with sub-clause (c) above and has been received by UOB within such amount of time in advance of such instruction as UOB would reasonably require (having regard to all the circumstances then prevailing) to enable it to take appropriate action to prevent such instruction from being received, acted upon and implemented. The provisions of this sub-clause (d) shall continue to apply to any Devices issued or provided to you notwithstanding the revocation and termination of your authorisation to use of the Devices.
- (e) You may use the Devices (whether or not in conjunction with the Username and/or Password or otherwise):
  - (i) to initiate, effect, perform and/or dispatch any instruction or any communication to UOB;
  - (ii) to obtain or utilise any service that may be offered or made available by



UOB through the Services;

- (iii) to access and obtain information as may be permitted by UOB (whether relating to your Account(s), service or otherwise); and
  - (iv) to effect any transaction with UOB as may be made available by UOB, subject to the terms of this Agreement and to other restrictions, limitations, terms and conditions of UOB then applicable.
- (f) UOB reserves the right to terminate, suspend, cancel, deactivate, recall or revoke the use of the Devices or decline to renew or replace any Device without prior notice to you or without giving any reasons to you. You shall not after termination of any Account or service use the Devices in relation to the Account of service that has been terminated.
- (g) You will remain liable for liabilities incurred pursuant to instructions received by UOB (whether authorised or not) after the Devices are lost or misplaced by you, until the certification authority, telecommunication service provider or any other relevant authority or service provider has taken the necessary steps to prevent any instructions, authorizations, data and information from being effected, transmitted or received through the said Devices.
- (h) UOB reserves the right to impose, and you undertake to pay any fees, charges and all other costs for the use and/or replacement of the Devices.

## 2.7 Electronic Mail Service/SMS

- (a) UOB is not required to comply with instructions given or information received through an electronic mail service ("**email service**") or SMS message which is not in a form prescribed or approved by UOB.
- (b) UOB is not obliged to act on instructions or to answer any queries received through an email service or SMS message which has been approved by UOB. However, if instructions contained in emails or SMS messages are accepted by UOB, UOB is entitled to act on such instructions as if the same were given in writing.
- (c) UOB is not responsible for any loss of security or information regarding any of the Accounts or any loss or damage suffered or incurred by you arising from your use of the email service, SMS or as a result of you not following instructions, procedures and directions for using the email service, SMS or not using email and/or SMS forms or procedures which are prescribed or approved by UOB.

## 2.8 Breach

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

## 2.9 Disclosure of Information

- (a) For the purposes of this Clause, you agree that “Information” shall mean any information and data relating to you, the Accounts or Accounts wherever maintained by you with UOB Group including data pertaining to you and collected by UOB, any credit card issuer, Partner or other third party payment gateway providers and their respective system operators.
- (b) You agree that UOB is entitled to divulge or reveal to any of its branches, subsidiaries, representative offices, affiliates, agents, any UOB Group Bank and/or any of the subsidiaries of the UOB Group Bank, any appropriate governmental and regulatory authority and/or government officer conducting investigations, credit card issuer, Partner, third party payment gateway providers and their respective systems operators, the settlement and participating banks involved in providing the payment gateway service and settlement of credit card transactions, the third party merchants participating in the payment gateway service and credit card transactions, third parties providing any service to you and such other third parties as UOB considers appropriate, any Information.
- (c) You further agree that UOB is entitled to divulge or reveal any Information to the parties stated in sub-clause (b) above, for any purposes which UOB considers appropriate, necessary or desirable, including but not limited to, upgrading or maintenance of the Services, providing the Services, printing of any documents, for effecting or executing your instructions, conducting investigations in connection with any offence, effecting the clearing, settlement and all other processes (including the preparation and generation of records and summaries) associated with the credit card transaction and/or payment gateway service, answering credit card enquiries by credit card companies or other banks and the assessment of your creditworthiness by banks, financial institutions or credit reference agents.

## 2.10 Warranties

- (a) You warrant and undertake that you shall be solely responsible for the sequence, accuracy, completeness, usefulness, adequacy and timeliness of all data or information sent by you to UOB.
- (b) You acknowledge and agree that by using and accessing the Services, you have given UOB permission to disclose any information relating to yourself, including customer information, in connection with any of your Accounts as UOB deems fit for the following purposes:
  - (i) to any third party which has a legitimate business purpose for obtaining such information, including offering you products or services in connection with or to facilitate the use of the Services;
  - (ii) to any person using the Services purporting to be you;

- (iii) to the intended Recipient for the purposes of executing your instructions to debit amounts from your Account(s) in their favour; and
  - (iv) where such disclosure is necessary to act upon any instructions from you to UOB.
- (c) You acknowledge and agree that electronic communication services made available via the Services are for your convenience and you shall be responsible for any electronic communication sent by you or any electronic communication which you have instructed UOB to send on your behalf through the Services. You consent to the electronic delivery of all such electronic communications sent or instructed to be sent by you via the Services. UOB shall not be liable in any way whatsoever or howsoever arising from or in connection with your use of electronic communication services made available to you via the Services. You agree to abide by the Spam Control Act (Cap. 311A) and explicitly acknowledge that you shall be solely responsible for the sending of any unsolicited electronic communication to third parties via the Services.

### 3 PROHIBITED USE

You shall not use or disclose any material and/or information pertaining to the Services other than to access and use the Services. You must not reproduce, sell, license, transmit, disseminate, publish, broadcast, circulate, assign, rent, decompile, reverse engineer, modify, translate, compile, commercially exploit or in any way whatsoever allow any third party access the Digital Certificate, Devices or the aforesaid material and information provided to you by UOB or via the Services, or use the same for any unlawful or unauthorised purpose.

### 4 FEES AND CHARGES

- (a) In addition to the charges levied in respect of each product and service selected by you under the Services, 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. UOB is entitled to recover from you all out-of-pocket expenses incurred on your behalf. UOB will notify you of the Charges incurred for each transaction made by you under the Services. You will bear all applicable value added, customs and excise and goods and services taxes and any other taxes, levies or charges whatsoever now or hereafter imposed by law or required to be paid in respect of the Services and you shall reimburse UOB for any such payment made by UOB. Your obligation to pay UOB the Charges and all outstanding monies shall survive the termination of this Agreement or the deactivation or revocation of the Services. All other agreements between you and UOB for payment of Charges shall continue to be in force and are in addition to and will not be affected by the terms and conditions of this Agreement.
- (b) UOB is entitled, in the execution of any instruction, to deduct Charges from any bank account named in the transaction.

- (c) You shall comply with all terms (including third party terms and conditions) and bear all access charges incurred in using the Services (for example, Internet service providers' fees and telecommunication service providers' fees).
- (d) All fees, costs, Charges, expenses, taxes, interest and other amounts which are payable herein shall be paid in Singapore dollars (or such other currency stipulated by UOB).

## **5 TERM, CHANGES, SUSPENSION AND TERMINATION**

- (a) The licence granted under this Agreement shall commence upon your acceptance of the terms and conditions of this Agreement by clicking on an "I AGREE", "I CONSENT" or other similarly worded button or entry field.
- (b) UOB will terminate your use of the Services within a reasonable time upon receipt of your written notification.
- (c) If you have multiple Accounts, you may elect to delink any one Account from the Services. Any instructions to UOB successfully transmitted prior to delinking are irrevocable.
- (d) Notwithstanding any provision of this Agreement, UOB reserves the right, without providing any reasons whatsoever, to forthwith change, remove, disable access, end or suspend (for such period as UOB decides) your use of or UOB's provision of the Services at any time, in respect of any or all of the Accounts, independently of other services provided to you by UOB, without incurring any liability. UOB may exercise this right where you have used, or UOB has reason to believe that you may use, the Services or any of the services offered thereunder to create an unauthorised overdraft or otherwise to operate any of the Accounts in breach of this Agreement with UOB.
- (e) UOB is entitled to rely on and to carry out any instructions received by UOB prior to the termination or suspension or your use of the Services. Subject to UOB's approval, you may change such instructions provided that you comply with all directions, terms and requirements that UOB may impose, including any deadlines and periods of notice for change of instructions to UOB.
- (f) Upon termination of the Services, you must return to UOB all Devices (where the same are issued by UOB) and materials supplied to you at UOB's request and on UOB's instructions promptly destroy at your own costs any copies of the materials in your possession and/or under your control.
- (g) Termination of the Services is without prejudice to your mandate or instructions given to UOB in respect of any other products or services of UOB.

## **6 RESERVATION OF RIGHTS**

UOB shall not be liable for any Loss incurred or suffered by you in respect of the



following UOB rights. UOB reserves the right:

- (a) to terminate this Agreement, your access to and/or your use of the Services at any time, with or without cause or notice.
- (b) to set, vary or cancel the limits and availability of any transaction, facility, service or product offered under the Services.
- (c) to limit, modify, vary, change, cancel or suspend the Services in whole or in part at any time without any prior notice or reason to you.

## **7 LIMITATION OF LIABILITY**

- (a) UOB will use reasonable efforts to ensure that the Services is operated and managed properly, taking into account any statutes, laws, rules, regulations, directives, guidelines, circulars, notices, codes of conduct (whether of any governmental body or authority or self-regulatory organisations in relation to which UOB is a member or otherwise) and prevailing market practices, whether in or outside Singapore which are applicable to UOB and/or you and/or to which UOB and/or you are subject to.
- (b) Subject to Clause 7(e) below, UOB will not be liable for any loss or damage whatsoever and howsoever occasioned whether or not arising from or in connection with your access and/or use of the Services including any direct, indirect, consequential or special loss (including without limitation, loss of profit or interest), and including (but not limited to the following):
  - (i) any loss arising from UOB acting on instructions issued under your Username and Passwords but which in fact was an unauthorised use of the Services;
  - (ii) any delay or refusal to execute any instructions that may be validly authenticated by you;
  - (iii) any delay in payment, delivery or non-delivery of any document or material or notice or erroneous delivery, non-delivery or refusal to transmit any UniAlerts, instructions or other services whatsoever, including any delay caused by third parties;
  - (iv) any incompatibility between your Equipment and the Services, the Devices or any equipment used by UOB including but not limited to any adverse outcome, damage, loss, disruption, violation, irregularity or failure arising from the use of or reliance on computer hardware, software, electronic devices, Internet, online networks and/or telecommunication systems;
  - (v) any loss or damage caused by failure or fault in equipment, software, hardware or Internet browsers, Internet service providers, telecommunication service providers or other service providers such as

email and/or SMS providers or system operators, or their respective agents or subcontractors, any industrial dispute or any other person or circumstance beyond UOB's control;

- (vi) any cessation, interruption or delay in transmission or any wrongful interception of any instructions through any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by UOB or by any other person and whether or not used in the provision or operation of any Account, services offered by UOB or the Services);
- (vii) any delay, destruction or alteration of any authorisations, instructions, data or information transmitted or received by you via the Services or any error in the transmission of the said instructions, data or information;
- (viii) your reliance on any information provided as part, or by means, of the Services;
- (ix) any misuse or failure by you or anyone else to correctly use the Devices or your Equipment (for access to or use of the Services);
- (x) any unauthorised use of and/or access to information relating to the Accounts which is obtained by a third party as a result of your using the Services (except where such access is obtained as a result of UOB's gross negligence or wilful default);
- (xi) any loss, theft of or unauthorised use of the Devices, Username(s) or Password(s);
- (xii) any failure by you to follow the most updated instructions and procedures for using the services offered on the Services;
- (xiii) any failure or refusal by UOB to effect any instruction due to any order of court, notice, directive or any statute, regulation or by law;
- (xiv) any loss associated with systems failures, processing errors, software defects, operating mistakes, hardware breakdowns, capacity inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks, hacking incidents, fraudulent actions and inadequate recovery capabilities which arise despite UOB's best efforts;
- (xv) any other loss arising from any new type of threats as manifested in denial of service attacks which may occur despite UOB's best efforts;
- (xvi) any disclosure of any information to third parties arising as a result of your negligence or failure to keep the Password or Username confidential; and
- (xvii) any corruption or loss of any data (whether stored in any equipment,

terminal or system, whether belonging to or operated by UOB or you) or your instructions or in the course of transmission thereof through the Internet or any computer or any electronic or telecommunications equipment, terminal or system used or operated by UOB or any other person whether or not in connection with any Account or the provision or operation of any services or the Services, including any errors generated in the transmission of any data or instructions;

- (xviii) any cessation or interruption of the availability or operation of the Services; and
  - (xix) any breach of UOB's obligations or duties to you caused by or arising from any one or more of the events or matters set out in any one or more of the foregoing sub-paragraphs of this Clause 7(b).
- (c) Actions arising out of or in connection with the Services or this Agreement against UOB brought more than one (1) year after the cause of action has accrued shall be invalid.
  - (d) UOB is not liable for any breakdown, interruption, failure, closure or malfunction of any of the Devices or equipment used in connection with the Services, whether belonging to UOB or not, including but not limited to any electronic fund transfer system, electronic payment gateway, electronic terminal, telecommunication device or system, data processing system or transmission link.
  - (e) In the event that UOB is held liable, its liability arising for any reason whatsoever shall be limited to direct loss or damage which, in the ordinary course of events, might reasonably be expected to result from the circumstances in question and only if such loss or damage is caused by UOB's gross negligence or willful default, and shall not under any circumstances exceed the sum equivalent to one hundred times the prevailing subscription fee for the Services. In any jurisdiction in which the limitations of liability herein are restricted, UOB's liability is limited to the greatest extent permitted by law.

## **8 DISCLAIMER**

- (a) **THE INFORMATION ON THE SERVICES IS PROVIDED FOR GENERAL INFORMATION ONLY. YOU SHOULD NOT RELY ON NOR USE THE INFORMATION AS A BASIS FOR MAKING BUSINESS DECISIONS. YOU SHOULD CONSULT YOUR PROFESSIONAL ADVISORS BEFORE MAKING ANY DECISIONS. UOB ACCEPTS NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM RELIANCE ON MATERIAL OR INFORMATION PROVIDED ON OR THROUGH THE SERVICES.**
- (b) **UOB MAY PROVIDE LINKS TO OTHER WEBSITES, SOFTWARE APPLICATIONS OR MOBILE APPLICATIONS ("THIRD PARTY LINKS") FOR INFORMATION PURPOSES AND TO ENABLE YOU TO PURCHASE GOODS**

AND SERVICES OR TO MAKE ELECTRONIC PAYMENT FOR BILLS THROUGH LINKS PROVIDED ON THE SERVICES THIRD PARTY LINKS. UOB HAS NO CONTROL OVER, NOR DOES IT MONITOR OR REVIEW THE CONTENTS OF THOSE THIRD PARTY LINKS AND YOU AGREE THAT ACCESS THROUGH SUCH THIRD PARTY LINKS IS ENTIRELY AT YOUR OWN RISK. UOB MAKES NO ENDORSEMENT OR WARRANTY REGARDING SUCH CONTENT, PRODUCTS PURCHASED OR ELECTRONIC PAYMENT SERVICES OBTAINED THROUGH THE SERVICES, OR THE AVAILABILITY OR ACCESSIBILITY OF SUCH THIRD PARTY LINKS OR THE LINKS THEMSELVES. YOU THEREFORE AGREE THAT UOB IS NOT LIABLE FOR LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF OR RELIANCE ON SUCH CONTENT, INFORMATION, GOODS OR SERVICES AVAILABLE ON SUCH EXTERNAL LINKS OR RESOURCES THROUGH SUCH THIRD PARTY LINKS. YOU AGREE THAT YOU WILL NOT USE ANY THIRD PARTY MATERIALS IN A MANNER THAT WOULD INFRINGE OR VIOLATE THE RIGHTS OF ANY OTHER PARTY AND THAT UOB SHALL NOT IN ANY WAY BE RESPONSIBLE OR LIABLE FOR ANY SUCH USE BY YOU. ALL MATTERS CONCERNING THE PURCHASE OF GOODS AND SERVICES OR THE MAKING OF ELECTRONIC PAYMENT FOR BILLS, INCLUDING BUT NOT LIMITED TO ACCESS TERMS, TERMS FOR THE FORMATION OF A BINDING CONTRACT, PURCHASE TERMS, PAYMENT TERMS, WARRANTIES, GUARANTEES, MAINTENANCE AND DELIVERY, ARE SOLELY BETWEEN YOU AND THE RELEVANT THIRD PARTIES. UOB IS NOT A PARTY TO ANY SUCH TRANSACTIONS AND SHALL NOT BE LIABLE FOR ANY:

- (i) FAILURE TO PROVIDE GOODS AND SERVICES;
  - (ii) FAILURE TO PROVIDE GOODS AND SERVICES IN CONFORMITY WITH THE CONTRACTUAL QUANTITY, QUALITY AND KIND;
  - (iii) INCORRECT DEBITING OF YOUR ACCOUNT IN RELATION TO THE PAYMENT OF GOODS AND SERVICES OR THE MAKING OF ON-LINE PAYMENT FOR BILLS;
  - (iv) DELAY IN PROVISION OF THE GOODS AND SERVICES; OR
  - (v) BREACH OF ANY APPLICABLE LAW IN THE PROVISION OF ANY GOODS AND SERVICES BY THIRD PARTIES.
- (c) UOB DOES NOT MAKE ANY REPRESENTATIONS AND WARRANTIES WHATSOEVER RELATING TO, INTER ALIA, FINANCIAL, ECONOMIC OR ACCOUNTING REPORTS, INFORMATION, DATA OR STATISTICS PROVIDED ON OR THROUGH THE SERVICES (SAVE FOR INFORMATION IN RELATION TO YOUR ACCOUNT(S)). INVESTMENT AND OTHER PRICES AND QUOTES MAY RISE AND FALL. PAST PERFORMANCE OF INVESTMENTS OR INVESTMENT MANAGEMENT IS NOT NECESSARILY AN INDICATION OF FUTURE PERFORMANCE.

- (d) UOB SHALL NOT BE LIABLE IN ANY EVENT FOR FAILURE OF ANY SERVICE OR ANY DAMAGE, LOSS OR EXPENSE INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE OR ECONOMIC LOSS ARISING IN SPITE OF ITS BEST EFFORTS, INCLUDING (WITHOUT LIMITATION) THROUGH ANY:
- (i) ACCESS, USE, INABILITY TO ACCESS OR INABILITY TO USE THE SERVICES OR THIRD PARTY LINKS LINKED TO THE SERVICES;
  - (ii) FAULTY INSTALLATION OF ANY HARDWARE, SOFTWARE, SOFTWARE APPLICATION OR MOBILE APPLICATION;
  - (iii) SYSTEM, SERVER OR CONNECTION ERROR, FAILURE, FLUCTUATION, INACCURACY, DEFECT, DELAY IN OPERATION OR TRANSMISSION, OR COMPUTER VIRUS;
  - (iv) USE, PURCHASE OR SALE OF ANY SERVICE, PRODUCT, INFORMATION OR DATA OBTAINED THROUGH THE SERVICES OR FROM OTHER THIRD PARTY LINKS LINKED TO THE SERVICES;
  - (v) FAILURE TO SEND OR ACKNOWLEDGE ELECTRONIC COMMUNICATION, EMAILS OR SMS MESSAGES;
  - (vi) ACTS OR OMISSIONS OF INTERNET SERVICE PROVIDERS OR TELECOMMUNICATION SERVICE PROVIDERS;
  - (vii) ERROR OR DELAY IN TRANSMISSION OF AUTHORISATIONS, INSTRUCTIONS, DATA, OR INFORMATION TO OR FROM UOB;
  - (viii) INACCURATE, GARBLED OR INCOMPLETE INSTRUCTIONS FROM YOU; OR
  - (ix) UNAUTHORISED ACCESS BY THIRD PARTIES TO ANY INFORMATION GENERATED AS A RESULT OF YOUR USE OF THE SERVICES.
- (e) UOB MAY PROVIDE SERVICES DURING SUCH HOURS AND ON SUCH DAYS AS IT CONSIDERS NECESSARY AND APPROPRIATE. NOTWITHSTANDING THE FOREGOING, UOB DOES NOT WARRANT THAT UOB WILL BE CAPABLE OF PROVIDING THE SERVICES AT SPECIFIC TIMES REQUESTED BY YOU DURING THE TERM OF THIS AGREEMENT. THE INFORMATION AND MATERIALS AVAILABLE THROUGH THE SERVICES (SAVE FOR INFORMATION PERTAINING TO YOUR ACCOUNT(S) OR INFORMATION PERSONAL TO YOU IN YOUR CAPACITY AS A CUSTOMER OF UOB) AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. UOB MAKES NO REPRESENTATIONS ABOUT THE CHARACTER, QUALITY, PROMPTNESS OR THE PERFORMANCE OF THE SERVICES OR ANY

**SERVICE OBTAINED THROUGH THE SERVICES. ALL TERMS WHICH MAY BE EXCLUDED ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED UNDER LAW. UOB DOES NOT WARRANT THAT THE SERVICES WILL MEET A CERTAIN STANDARD, BE FREE FROM ERROR, DELAY, OMISSION OR FAILURE OR BE SUITABLE FOR YOUR PURPOSE, OR THAT ANY SERVICES OR ANY CONTENT, DATA OR INFORMATION SUPPLIED AS PART OF THE SERVICES (INCLUDING SUCH PARTS OF THE SERVICES WHICH INCLUDE CERTAIN CONTENT, DATA OR INFORMATION TAKEN FROM OR PROVIDED BY UOB'S AGENTS, CONSULTANTS AND SUB-CONTRACTORS) WILL BE SEQUENTIAL, ACCURATE, COMPLETE, USEFUL, ADEQUATE OR TIMELY. UOB MAY MAKE USE OF AGENTS, CONSULTANTS AND SUB-CONTRACTORS TO PROVIDE THE SERVICES AND/OR OTHER SERVICES AND UOB SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY IN CONNECTION WITH THE PERFORMANCE BY AGENTS, CONSULTANTS AND SUB-CONTRACTORS OF ANY ASPECT OF THE SERVICES AND/OR OTHER SERVICES, CONTENT, DATA OR INFORMATION. THE PROVISION OF CERTAIN PARTS OF THE SERVICES BY UOB'S AGENTS, CONSULTANTS AND SUB-CONTRACTORS ARE OR MAY BE SUBJECT TO THE TERMS AND CONDITIONS OF OTHER AGREEMENTS TO WHICH UOB IS PARTY.**

- (f) YOU ACCEPT SOLE RESPONSIBILITY FOR ANY DAMAGE TO YOUR EQUIPMENT AND ANY LOSS OF DATA RESULTING FROM THE DOWNLOADING OF MATERIALS FROM THE SERVICES AND/OR SOFTWARE APPLICATION(S) AND/OR MOBILE APPLICATION(S).**
- (g) YOU ACKNOWLEDGE AND AGREE THAT ELECTRONIC COMMUNICATION SERVICES MADE AVAILABLE VIA THE SERVICES ARE FOR YOUR CONVENIENCE AND YOU SHALL BE RESPONSIBLE FOR ANY ELECTRONIC COMMUNICATION SENT BY YOU OR ANY ELECTRONIC COMMUNICATION WHICH YOU HAVE INSTRUCTED UOB TO SEND ON YOUR BEHALF THROUGH THE SERVICES. YOU CONSENT TO THE ELECTRONIC DELIVERY OF ALL SUCH ELECTRONIC COMMUNICATIONS SENT OR INSTRUCTED TO BE SENT BY YOU VIA THE SERVICES. UOB SHALL NOT BE LIABLE IN ANY WAY WHATSOEVER OR HOWSOEVER ARISING FROM OR IN CONNECTION WITH YOUR USE OF ELECTRONIC COMMUNICATION SERVICES MADE AVAILABLE TO YOU VIA THE SERVICES. YOU AGREE TO ABIDE BY THE SPAM CONTROL ACT (CAP. 311A) AND EXPLICITLY ACKNOWLEDGE THAT YOU SHALL BE SOLELY RESPONSIBLE FOR THE SENDING OF ANY UNSOLICITED ELECTRONIC COMMUNICATION TO THIRD PARTIES VIA THE SERVICES.**
- (h) THE TERMS OF THIS AGREEMENT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND UOB. IT IS UNDERSTOOD AND AGREED THAT, OTHER THAN UOB, NO PERSON, FIRM OR CORPORATION OR OTHER LEGAL ENTITY WHATSOEVER (INCLUDING UOB'S EMPLOYEES, AGENTS AND/OR INDEPENDENT CONTRACTORS) IS, OR SHALL BE DEEMED TO BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY LOSS OF BUSINESS, PROFITS, INTEREST AND GOODWILL OR FOR**

**ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING IN ANY WAY INCLUDING FROM YOUR USE OR INABILITY TO USE THE SERVICES OR FROM ERRORS, DEFECTS, DELAYS OR FAILURE IN TRANSMISSION OR OPERATION. IF HOWEVER, IT SHALL BE ADJUDGED THAT ANY OTHER ENTITY THAN THE UOB IS UNDER ANY RESPONSIBILITY WITH RESPECT THERETO, ALL LIMITATIONS OF AND EXONERATIONS FROM LIABILITY PROVIDED BY LAW OR THE TERMS HEREOF SHALL BE AVAILABLE TO SUCH OTHER.**

## **9 INTELLECTUAL PROPERTY RIGHTS**

- (a) The copyright in and to the contents of the Services (save for information pertinent to your Account(s) or information personal to you in your capacity as a customer of UOB) is owned by or licensed for use by UOB. No part or parts of such contents may be reproduced, distributed, published, modified, displayed, broadcast, hyperlinked or transmitted in any manner or by any means or stored in an information retrieval system without the prior written consent of UOB.
- (b) The trademarks, service marks, graphics, devices and logos displayed on the 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 trademarks, service marks, graphics, devices and logos.

## **10 INDEMNITY**

- (a) By your (a) use and/or continued use of the Services; or (b) access and use of the products and services provided through the Services, you signify your 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) your access to and/or use of the 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 Username and/or Passwords) that might be transmitted through the Services or any instructions which are incomplete, inaccurate or garbled;
  - (iii) the recovery of or attempt to recover from you 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 you or by any other unauthorised person or entity using your Username, Passwords and/or Device; and/or
  - (v) the use of the Devices (including use of the Devices by third parties)

and/or any Digital Certificate whether authorised or not or arising from your negligence, misconduct or breach of any terms in this Agreement.

For the purpose of the agreement expressed in this Clause, UOB shall be deemed to contract on behalf of and for the benefit of all persons who are or may be its directors, employees, nominees and agents from time to time and all such persons shall to this extent be or be deemed to be parties to the terms and conditions of this Agreement.

- (b) If loss or damage to UOB's system arises from your use of the Services, you must indemnify UOB for any loss suffered as a result.
- (c) You will compensate UOB for any loss resulting from unlawful access or use of Equipment and services through which access to the Services is obtained.

## 11 CURRENCY EXCHANGE INDEMNITY

- (a) Any conversion from one currency into another in connection with the Services will be effected in such manner as UOB may in its sole discretion determine and at UOB's then prevailing rate of exchange.
- (b) You shall bear any loss, cost, Charges and risk resulting from the conversion and such loss, cost and Charges may be debited from any of your Accounts with UOB (whether such Account is designated to be used for the Services or not).
- (c) Where the Account designated has insufficient funds, UOB reserves the right to liquidate any foreign exchange position and cancel the transaction and you shall be liable for any loss (including foreign exchange loss), damages, Charges (including replacement costs) and fees incurred therein.
- (d) Any amount received or recovered by UOB in respect of any sum due to UOB from you under this Agreement in a currency ("**Foreign Currency**") other than the specified currency ("**Contractual Currency**") for the transaction shall only constitute a discharge to you to the extent of the amount in the Contractual Currency which UOB is able, in accordance with its usual practice, to purchase with the amount so received or recovered in the Foreign Currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount in the Foreign Currency is less than the amount in the Contractual Currency due to UOB under this Agreement, you shall indemnify UOB against any loss sustained by UOB in that event. In any event, you shall indemnify UOB against the cost of making any such purchase.

## 12 RIGHT OF SET OFF

Without prejudice to UOB's other rights, UOB is entitled (but shall not be obliged) at any time without notice, in relation to your liability and without demand, to (a) retain as security and/or sell off any funds, securities, valuables and other collateral held by UOB by way of public or private sale without any judicial proceedings whatsoever, and apply

the proceeds in set off against any outstandings; (b) deduct outstanding fees, Charges, expenses and interest from any of your accounts with UOB; and (c) combine or consolidate all or any of your account(s) wherever situated including those in overseas branches, and to set-off any credit balances in any one or more of such accounts, against any liabilities whether present or future, contingent or actual, primary or collateral, several or joint. If despite such set-off there remains an outstanding amount due (including where such is due to conversion of currency), you agree to pay UOB the outstanding amount due immediately. UOB is entitled to refuse any withdrawals from the accounts until any outstanding amount is fully repaid.

### 13 MISCELLANEOUS

- (a) 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 you (“**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.
- (b) 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. You agree 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. Amendments and/or additions to terms and conditions of this Agreement may be made with notice to you pursuant to Clause 13(e) of this Agreement.
- (c) Nothing in this Agreement shall be construed as creating or constituting a partnership, joint venture or agency relationship between UOB and any of the Partners. You acknowledge that the Partners do not have the ability to create any obligation on UOB’s behalf.
- (d) 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.
- (e) Any notice which is required to be given by you to UOB shall be in writing and shall be sent to UOB’s designated address from time to time. Any notice which UOB sends to you may be by hand, post, telex or facsimile transmission, or electronic notice via the Services, and shall be deemed to have been received by you, if by hand on the day of delivery (to your last known address on UOB’s record), if by post, on the day following the posting, if by telex, facsimile transmission, or electronic notice, when dispatched, despite any evidence to the contrary and to be effective service for the purpose for which such notice, communication and/or other instruments was sent.

- (f) Notwithstanding Clause 13(e) all communications (including but not limited to notices) from UOB may be (1) sent to your email address as provided by you in the application, (2) sent by SMS to your mobile phone at the mobile phone numbers as provided by you in the application or otherwise provided by you or (3) published on the Website and/or via the Services. 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 email program or email service provider; (b) errors, faults or defects in your mobile phone or telecommunication service provider (c) a wrong email address or mobile phone number provided by you to UOB; (d) not updating UOB of a change in email address or mobile phone number; or (e) your failure to regularly check your email, your mobile phone, the Website and/or the Services. You represent that you are the registered owner on record of the email address or mobile phone number that you have provided to UOB. You understand that the provision of the Services to you is subject always to UOB having on record your current mailing address, email address and contact numbers. In addition to the terms and conditions set out herein, you are required to comply with your obligation to notify UOB of any change of the particulars or status as required by UOB such as names, addresses, identification numbers, telephone, facsimile or other contact numbers pursuant to the Terms and Conditions Governing Accounts and Services for Individual Customers. Accordingly, you may update UOB of any change in your mailing address, email address or contact numbers through the Services and any such change may be equally applicable to all your accounts which shall include accounts which are not linked to the Services.
- (g) 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.
- (h) 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.
- (i) You agree 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 confirming the posting of any notice or communication, or any other form of



information storage. You further agree that all such records shall be binding upon you and that you will not be entitled to dispute the validity or authenticity of the same. Subject to the applicable laws of evidence, UOB and you agree not to object to admission of the records (including computer records) of the other as evidence in legal proceedings.

#### **14 Contracts (Rights of Third Parties) Act**

Subject to and without prejudice to Clause 10(a), 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.

#### **15 Money Laundering**

- (a) 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.
- (b) 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.

#### **16 GOVERNING LAW**

- (a) This Agreement shall be interpreted and governed by the laws of the Republic of Singapore ("**Singapore**") and you 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.
- (b) Service of any process or document by which any proceedings in any court in Singapore are commenced may be effected in any manner permitted for communications hereunder. You consent to the service of process (whether personal or otherwise) by prepaid post (ordinary or registered) to your last known address in UOB's records and you shall be conclusively deemed to have received service on the day following such posting despite any evidence to the contrary.

## TERMS AND CONDITIONS FOR SPECIFIC SERVICES

### 17 UNIALERTS SERVICE

- 17.1 The UniAlerts Service supplements the Services and credit card services and products provided. The service allows you to be notified of information designated by you through email, facsimile, pagers or mobile phones or such other media as UOB deems appropriate. UOB shall transmit or otherwise make available the UniAlerts to you at such times as UOB reasonably deems fit.
- 17.2 You may select for the purpose of receipt of the UniAlerts, one applicable Medium for each UniAlert. However, you must select at least one applicable Medium for the purposes of receipt of UniAlerts, failing which UOB is entitled to use any one or more of such Media as it deems fit.
- 17.3 You agree that in providing the UniAlerts Service, UOB is entitled to rely on such service providers or system operators as may be contracted by you or UOB and on such hardware, software, system, device and technology as may be used by such service providers. You further agree that UOB is not liable for any loss or damage arising from such reliance.
- 17.4 UOB may act on information and particulars provided to UOB notwithstanding that it conflicts with other instructions given to UOB. UOB is not responsible for any loss or damage from transmission of UniAlerts or any transactions effected prior to or at the time of UOB's implementation of any changes in particulars, instructions or information, or if UOB is unable to implement such changes.

### 18 MOBILE CASH SERVICE

- 18.1 Mobile Cash Services supplement the Services and allow you to instruct UOB via your Equipment to debit your Account(s) in favour of third parties who have been registered by you whether they are customers of UOB or otherwise ("**Recipient**").
- 18.2 Upon approval of your application for the Services, UOB may offer you access to and use of the Mobile Cash Service. UOB may limit: (i) the types and number of Accounts; and (ii) the number and the value of transactions eligible for Mobile Cash Service.
- 18.3 You will receive a transaction reference number upon instructing UOB through the Mobile Cash Service. Recipients should be notified of the withdrawal amount and the withdrawal password by you in advance for intended Recipient's input of transaction code furnished by UOB and such withdrawal password at the ATM. Recipients will receive a one-time password (OTP) or response code for the purpose of enabling UOB to verify and authenticate the Recipient's identity for such Recipient's access and use of the UOB ATM to withdraw the amounts debited in their favour. You may cancel the instructions to UOB for your Account(s) to be debited in favour of the Recipient at any time prior to the Recipient's withdrawal of such amount, subject always to UOB's entitlement not to be obliged to countermand or reverse any instruction given by you, or to

accept any conditional instruction or any instruction which requires sooner or delayed payment or any payment or any instruction after such instructions have been transmitted by you to UOB. UOB shall not be liable for any loss or damage arising from the failure to countermand, reverse or accept any such instructions.

- 18.4 UOB is entitled to, but not obliged to, rely on all instructions and transactions carried out under your Username and Passwords through the Mobile Cash Service, whether or not in conjunction with or generated by any Device or otherwise, including instructions to debit your Account(s) in favour of Recipients. UOB may refuse or cease to carry out any or all instructions or reverse any actions carried out on the basis of those instructions, if it is of the view that such instructions are unlawful, not properly authorised or for any other reason whatsoever. You agree that in all situations stated above, UOB shall not be liable for any resulting loss and damages.
- 18.5 UOB may, but is not obliged to, cancel any instructions given under your Username and Passwords without any liability whatsoever, if:
- (i) funds in the Account are insufficient; or
  - (ii) any Accounts have been frozen; or
  - (iii) a new Account has not been opened; or
  - (iv) execution of the instructions will cause the balance in the Account to exceed the credit limit; or
  - (v) UOB knows or has reason to believe that a fraud, criminal act, offence or violation of any law or regulation has been or will be committed.

UOB may execute your instructions in part only and in whatever order that UOB in its sole discretion decides.

- 18.6 You agree that in providing Mobile Cash Service, UOB is entitled to rely on such service providers or system operators as may be contracted by you or UOB and on such hardware, software, system, device and technology as may be used by such service providers. You further agree that UOB is not liable for any loss or damage arising from such reliance.
- 18.7 UOB may act on information and particulars provided to UOB notwithstanding that it conflicts with other instructions given to UOB. UOB is not responsible for any loss or damage from executing your instructions to debit your Accounts(s) in favour of intended Recipients.
- 18.8 Instructions to UOB in connection with the Mobile Cash Service shall include the following:
- (a) Recipient's Singapore mobile number;

- (b) Account from which amount is to be debited in favour of intended Recipient;
- (c) amount to be debited from your Account(s) in favour of intended Recipient;
- (d) your initial; and
- (e) withdrawal password.

18.9 Access and use the Mobile Cash Service requires the following:

- (a) compatible Equipment as may be specified by UOB from time to time;
- (b) at least one active Account in good standing;
- (c) Username;
- (d) Password(s) including without limitation, your Personal Identification Number (PIN);
- (e) Device(s); and
- (f) latest versions of certain software and applications as may be specified from time to time by UOB and periodic updates relating thereto;
- (g) access to telecommunications services; and
- (h) Internet access.

You agree that these requirements, which may change from time to time, are your responsibility.

18.10 Any instruction given to UOB will be dealt with in the normal course of business and will be valid for 24 hours. UOB will earmark the amount stated in the instruction until the amount is withdrawn by the intended Recipient, cancellation of the instruction by you, expiry of the instruction or the voiding of the transaction, whichever occurs earlier. In the event the instruction expires, UOB does not warrant that the release of the earmark on the amount stated in the instruction will be carried out within a particular time frame. UOB does not warrant that an instruction will be carried out within a particular time frame or in any particular order. If instructions are given at a time after the deadline set by UOB for transactions for any particular day, the instructions may not be carried out until the next Business Day.

18.11 You are responsible for all losses due to unauthorised use of your Username, Passwords and/or Device if you have acted fraudulently or negligently or if you are in default of any of the security measures.

18.12 UOB hereby grants to you a non-exclusive, revocable and non-transferable right to access and use the Mobile Cash Service, software applications and mobile applications relating to the Mobile Cash Service in Singapore subject always to your compliance with the terms and conditions of this Agreement. You agree that the Mobile Cash Service, graphics, user interface, audio clips, editorial content, and the scripts and software used to implement the Mobile Cash Service, contain proprietary information and material that is owned by UOB and/or third parties, and is protected by applicable intellectual property and other laws, including copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Mobile Cash Service in

compliance with this Agreement.

18.13 You agree, undertake and represent that:

- (a) this Agreement does not grant any other intellectual property rights over the Mobile Cash Service except as expressly stated in this Agreement;
- (b) you shall not use the Mobile Cash Service for any other purpose and must not copy, use, modify, adapt or translate the software application(s) or mobile application(s) relating to the Mobile Cash Service except in connection with your permitted use of the Mobile Cash Service, and must not prepare derivative works from, decompile, reverse engineer, disassemble, circumvent or otherwise attempt to derive source code or any internal data file generated by the software application(s) or mobile application(s) relating to the Mobile Cash Service;
- (c) you shall not reproduce, distribute, publish, modify, display, broadcast, hyperlink or transmit in any manner or by any means the Mobile Cash Service or any part thereof including any data incorporated in the Mobile Cash Service except in accordance with your permitted use;
- (d) you shall not to access or attempt to access the Mobile Cash Service other than through the software application(s) or mobile application(s) specified by UOB for accessing the Mobile Cash Service;
- (e) the Mobile Cash Service and/or the software application(s) or mobile application(s) relating thereto may be changed or discontinued and that UOB shall have no liability to you in such case; and
- (f) you shall not during the term of this Agreement or at any time after the termination of this Agreement in any way question or dispute the ownership of intellectual property rights in the software application(s) or mobile application(s) relating to the Mobile Cash Service belonging to UOB or any third party.

18.14 Without prejudice to the other provisions of Clause 18, any intellectual property rights infringement by you in respect of any of the Mobile Cash Service and/or software application(s) or mobile application(s) relating to the Mobile Cash Service shall be deemed to be a material breach of a condition of this Agreement and shall entitle UOB to terminate this Agreement forthwith.

**18.15 UOB SHALL NOT BE LIABLE IN ANY EVENT FOR FAILURE OF THE MOBILE CASH SERVICE OR ANY DAMAGE, LOSS OR EXPENSE INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE OR ECONOMIC LOSS ARISING IN SPITE OF ITS BEST EFFORTS, INCLUDING (WITHOUT LIMITATION) THROUGH ANY:**

- (a) **ERROR OR DELAY IN TRANSMISSION OF AUTHORISATIONS, INSTRUCTIONS, DATA, OR INFORMATION TO THIRD PARTIES IN**

**WHOSE FAVOUR AMOUNTS IN YOUR ACCOUNT(S) ARE INTENDED TO BE DEBITED;**

- (b) INACCURATE, GARBLED OR INCOMPLETE INSTRUCTIONS, TRANSACTION REFERENCE NUMBER AND/OR WITHDRAWAL PASSWORD SENT BY YOU TO THE INTENDED RECIPIENT;**
- (c) INNACURATE MOBILE NUMBER OF INTENDED RECIPIENT PROVIDED BY YOU TO UOB; OR**
- (d) TRANSACTION REFERENCE NUMBER AND/OR SECRET CODE SENT BY YOU ERRONEOUSLY TO A THIRD PARTY WHO IS NOT AN INTENDED THIRD PARTY OR TO AN UNINTENDED MOBILE NUMBER.**

## **19 INTERPRETATIONS**

Unless the context otherwise requires, the following words shall have the following meanings:

Accounts

means all the accounts (whether single or joint but excluding joint accounts with joint signing authority only) maintained by you from time to time with UOB in respect of which UOB allows transactions to be performed electronically through the Services, and from which funds may be applied in connection with the access and use of the Services. Where the context requires, this definition includes reference to an account with VISA/ MasterCard or such other credit card company which is designated by you, as the account to be debited for the relevant transaction authorised by you.

Agreement

means the terms and conditions of this UOB Personal Internet Banking and UOB Mobile Services Agreement, UOB's various standard terms and conditions governing the various banking facilities and services offered by UOB, the Services User Guide, the Services application form and any document or form which you may submit to UOB in relation to the Services, and any documents and supplementary terms issued by UOB incorporating such amendments or variations as may be effected UOB from time to time in accordance any of the

	provisions hereof.
Business Day	means each day on which UOB and banks in Singapore are generally open for and excludes Sundays, Public Holidays and such other days as UOB may declare. Cardholder means a customer to whom a Credit Card is issued and whose name is imprinted or appears on the Credit Card. Chargeback Claim means any sum claimed from UOB or any refusal of any payment to UOB by an issuer of any Credit Card in relation to a Card Transaction on or purportedly on the basis of the provisions of the Visa International By-Laws or the MasterCard International By-Laws, whether or not such issuer is entitled to such claim or refusal.
Credit Card	means an unexpired and validly issued Visa or MasterCard credit card bearing the service mark including: <ul style="list-style-type: none"><li>(i) the word “<b>Visa</b>” spanning across the Credit Card, the Visa dove design hologram, the Visa logo of parallel horizontal blue, white and gold bands and/or other relevant service marks licensed by Visa International;</li><li>(ii) the word “<b>MasterCard</b>” spanning across the Credit Card, the design consisting of red circle overlapping an ochre circle and/or other relevant service mark licensed by MasterCard International;</li><li>(iii) any virtual credit card; or</li><li>(iv) any other debit or credit cards acceptable by UOB.</li></ul>
Confirmation Message	means the webpage generated by the Services informing you, <i>inter alia</i> , that your instructions in respect of a banking transaction has been transmitted to UOB.
Devices	means any security device, security token or any other technology, security, storage or



	verification devices issued and designated by UOB (including or incorporating any replacements, upgrades, or enhancements thereto) [to generate one-time passwords (OTP) or response codes] for the purpose of enabling UOB to verify and authenticate your identity for your access and use of the Services.
Digital Certificate	means the combination of codes issued by a certification authority recognised by UOB and stored or associated with any Devices.
Equipment	means any electronic, wireless, communication, transmission or telecommunications equipment, device or medium, including without limitation, the Internet, any computer or mobile equipment, device, terminal or system or otherwise, which may be required to use and access the Services.
Loss	means any and all liabilities, losses (including indirect and consequential losses), damage, costs, risks, charges and/or expenses of whatsoever nature and howsoever arising, whether direct or indirect (including legal fees on a full indemnity basis).
Mobile Cash Service	means the mobile cash service which supplements the UOB Mobile Services.
Medium	means the medium selected by you by which you receive notifications under the UniAlerts Service including but not limited to email, facsimile, alphanumeric pager, mobile phone, or any other communication or transmission device and "Media" shall mean two or more Medium.
Password	means any personal identification number, word, depiction, phrases, symbols, codes or other identification (electronic or otherwise) whether issued or assigned by UOB to you or otherwise, or selected by you to enable your access to any account and/or to operate any Device on behalf or for your Account(s) and/or to utilise the services



offered or provided by UOB and includes any secret number, word, depiction, phrases, symbols, codes or other identification (electronic or otherwise) as may from time to time be chosen by you as a replacement or re-activation of the original password issued or assigned, and that is used to confirm your identity whenever you use the Services. For avoidance of doubt, "Password" includes one-time passwords (OTP) and response codes generated by any Devices.

UOB Mobile Services

means the mobile banking system provided by UOB which enables you to obtain information from UOB and give instructions to UOB in respect of the Accounts and for each of the products and services offered by UOB, including without limitation, UOB Mobile Cash Service, through any relevant Equipment.

UOB Personal Internet Banking

means the personal internet banking system provided by UOB which enables you to obtain information from UOB and give instructions to UOB in respect of the Accounts and for each of the products and services offered by UOB, through any relevant Equipment.

Services

means the UOB Personal Internet Banking services and UOB Mobile Services.

SMS

means Short Message Service which is a service for sending short text messages to your mobile phone at the mobile phone number provided to UOB by you as may from time to time be updated by you.

S\$

means the lawful currency of the Republic of Singapore.

Transaction(s)

means a retail sale transaction between a merchant and yourself, using the Services.

Transaction Code

means the series of numbers that uniquely identifies any banking transaction



	undertaken by UOB, pursuant to instructions given by you.
UniAlerts	means any advice, information or content relating to you, your Accounts, Credit Card Accounts or any transaction or dealing with UOB or the use of any of UOB's present or future facilities, services or products by you in a format selected by you for the UniAlerts Service (subject to UOB's approval).
UniAlerts Service	means the transmission or otherwise making available of the Service to you by UOB through any of the Media.
UOB	means United Overseas Bank Limited, or any of its branches as the context requires, UOB Group Bank to which your instructions relate or has its closest connection, the UOB Group Bank to which you are liable or indebted or at which you maintain your Account.
UOB Group Bank	means any bank under the UOB Group.
UOB Group	means any one or more of the group of banks comprising United Overseas Bank Limited and/or Far Eastern Bank Limited.
Username	means the personal identification name, number, character or combination of any of these which designate you as the User of the Services.
Virus	means any viruses of any kind including, without limitation, computer viruses, programming devices, spyware, worms, time-outs, time bombs, back doors, easter eggs, Trojan horses, harmful or malicious code and other contaminants including but not limited to any codes, agent, instructions or any other computer programs that may or will be used to or which may modify, delete, damage, corrupt, deactivate, disable, disrupt, inconvenience or permit unauthorized access to any software, hardware, networks, data or information belonging to UOB Group Bank or otherwise interfere with or impede in any manner the



operation of the Services.

Website means [www.uobgroup.com](http://www.uobgroup.com) and [www.uob.com.sg](http://www.uob.com.sg).

You/your means you, the customer(s), registered by UOB to use the Services.

The headings in this Agreement are for convenience only and shall not affect its interpretation.

The examples and illustrations in this Agreement are for explanatory purposes only and shall not affect its interpretation.