

“NEXT BUSINESS DAY RESPONSE” PROGRAM TERMS

1. The “*Next Business Day Response*” Program (“**Program**”) is applicable to Applicants who have submitted a BPL Application to UOB Business Banking.
2. (i) Subject to all of the following having been submitted to and received by UOB Business Banking within the Stipulated Timing and at the same time from an Applicant in connection with a BPL Application, UOB will contact and communicate to such Applicant, through such methods as UOB may deem appropriate at its sole discretion at such address(es) or phone number(s) set out in the Application Form, by the next Business Day on the review status of such BPL Application:-
 - (a) the duly completed Application Form in connection with such BPL Application; and
 - (b) all full and complete documentation and information (as UOB may so require at its sole discretion).
- (ii) If UOB Business Banking only receives all the documents and information described under Paragraphs 2(i)(a) and 2(i)(b) in connection with an Applicant’s BPL Application at times other than during the Stipulated Timing, UOB will only contact such Applicant, through such methods as shall be decided by UOB at its sole discretion, within two (2) Business Day after UOB has received all the documents and information described under Paragraphs 2(i)(a) and 2(i)(b) in connection with the review status such Applicant’s BPL Application.
3. UOB will not be liable or responsible to the Applicant or any other party in any manner whatsoever (whether for any delay, loss, damage or inconvenience caused to/incurred by the Applicant or any third party or otherwise) if UOB is unable to contact the Applicant, whether due to circumstances within UOB’s reasonable control or otherwise.
4. Notwithstanding the above, UOB reserves the right not to contact or communicate with the Applicant within the time frames set out under the Terms for any reasons whatsoever and shall not be responsible or liable to the Applicant in any manner whatsoever arising from such non-contacting or non-communication. For the avoidance of doubt, the actual approval of the BPL Application is subject to the submission of the full and complete documentation and information as UOB may so require at its sole discretion and to the satisfaction of all UOB’s criteria (including, without limitation, credit assessment). Full product terms and conditions also apply. UOB also has the absolute right and discretion to decide, for whatever reason and without prior notice and without being liable to any person, whether to approve or reject any BPL Application received and whether:-
 - (i) to grant (or not to grant) the Applicant the amount of the UOB Business Property Loan requested for in the Applicant’s Application Form; or
 - (ii) to grant the Applicant a lower amount from the amount of the indicative loan amount quoted or from the amount of the UOB Business Property Loan that was requested for in the Applicant’s Application Form.
5. For the avoidance of doubt, any response provided on the review status of an Applicant’s BPL Application or the application status of an Applicant’s BPL Application does not constitute an offer, an invitation to offer, a solicitation or recommendation to enter into or conclude any transaction, and is not a contractual agreement by UOB to provide any UOB Business Property Loan or any other products/ services to the Applicant.
6. The following terms when used herein shall have the following meanings:-

- (i) **“Applicant”** refers to a non-individual party set up or incorporated in Singapore who has submitted a BPL Application to UOB Business Banking but shall exclude the following non-individual parties:-
 - (a) any non-individual party who has submitted a BPL Application and UOB is required to compute the Total Debt Servicing Ratio (as established by the Monetary Authority of Singapore) of such non-individual party;
 - (b) nonparties who are or have become wound up, deceased, insolvent or who face legal incapacity;
 - (c) any non-individual party who faces legal proceedings of any nature or have any legal proceedings of any nature threatened against them; and
 - (d) any non-individual party who UOB may decide to exclude at its sole discretion without notice and without furnishing any reason, at any time.
 - (ii) **“Application Form”** refers to the application form for the BPL Application, in such form and substance acceptable to UOB.
 - (iii) **“BPL Application”** is defined as an application for UOB Business Property Loan which an Applicant has submitted to and wishes to apply from UOB Business Banking.
 - (iv) **“Business Day”** is defined as Mondays to Fridays (Singapore date and time, and excluding Singapore public holidays).
 - (v) **“Stipulated Timing”** is defined as 9.00 a.m. to 5.00 p.m. from Mondays to Friday (Singapore date and time, and excluding Singapore public holidays).
 - (vi) **“Terms”** refers to prevailing terms and conditions of the Program.
 - (vii) **“UOB Business Banking”** refers to the Business Banking segment of UOB.
 - (viii) **“UOB”** refers to United Overseas Bank Limited and its assigns.
7. The Applicant agrees that the Terms may be changed from time to time at UOB’s sole discretion and without prior notice or being liable to any person. UOB’s decision on all matters relating to this Program is at its absolute discretion and is final, binding and conclusive. In the event of any inconsistency between these terms and conditions and the contents of any brochure, marketing or promotional material relating to the Program, these terms and conditions will prevail. UOB also reserves the right at its absolute discretion and at any time and without giving prior notice and without being liable to any Party terminate or amend the Program.
8. Unless UOB expressly states so, a person who is not a party to the Terms has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce or enjoy the benefit of any of the Terms
9. The Terms are governed by and interpreted according to the laws of Singapore. The Applicant agrees to irrevocably submit to the exclusive jurisdiction of the courts of Singapore which means that legal proceedings against UOB can only be brought in the courts of Singapore. This clause does not limit UOB’s right to bring legal proceedings in any country and to take concurrent legal proceedings in more than one country.