

Product Addendum

Application Programming Interface (API) Service Terms ("API Terms")

1. Applying for API Service ("API Service")

- 1.1 Reference is made to our General Terms Governing Accounts and Services (Non-Individual Customers) (the "**General Terms**") and your Country Addendum thereto as may be applicable, each as may be amended, restated, supplemented or varied by us from time to time (the "**Customer Agreement**"). This is a "**Product Addendum**" referred to in the General Terms.
- 1.2 Capitalised terms used but not defined in this Product Addendum shall have the meaning given to them in the Customer Agreement.
- 1.3 You agree to follow all terms, conditions, procedures, and instructions for using our API Service and our Customer Agreement.
- 1.4 In the event of any conflict or inconsistency between any of the provisions of these API Terms and any of the provisions of the Customer Agreement, the provisions of these API Terms will prevail to the extent necessary to give effect to these API Terms.
- 1.5 The API Service supplements the banking and other facilities, services, and products we provide by allowing you or the service provider to receive information from us or send information to us through various mediums, including the internet. You agree that the Application-ID, API-Key, and Client-ID issued to authorised users will enable any one of them to operate your Accounts individually. Any existing mandate requiring two or more authorised users to operate your Accounts will not apply when using API Service.

2. Definitions

- 2.1 "API" means Application Programming Interface.
- 2.2 "Authorised Contact Person" means the person you indicate in our prescribed form as an Authorised Contact Person or otherwise as informed to us by your authorised person as the Authorised Contact Person.
- 2.3 "Authorised User" means the person you indicate in our prescribed form as an Authorised User or otherwise as informed to us by your authorised person as the Authorised User.
- 2.4 "CMS" means all the cash management services which add to or supplement the banking facilities and services that the UOB Group Member may offer to its customers including additional services related to file transfer, remittances, and payments.
- 2.5 "CMS Software" means the software you own and/or use to operate and utilise the API Service, including the software that authenticates your identity.
- 2.6 "Designated Account" means the Account you open or the existing Account that you have designated for the API Service in our prescribed form in order to use API Service and for the deduction of any fees, costs, expenses and interest which we may charge for the use of API Service.
- 2.7 "Digital Certificates" means the codes used by us to authenticate your identity (e.g., JWT and SSL certificates).



- 2.8 "IT Platform Service Provider" means any party providing IT services to you or through whom you carry out any of your IT functions, who may access your Account and receive information related to the Account from us.
- 2.9 "JWT" stands for JSON Web Token, a digital signature standard.
- 2.10 "SSL" stands for Secure Sockets Layer, a global standard security technology for encrypted communication between web browser and web server over the internet.

2A. Authorised Contact Persons and Authorised Users

- 2A.1 You confirm that each Authorised Contact Person and Authorised User can:
 - (a) Send and receive communications and notices from us. For Authorised Contact Persons, this is limited to communications and notices other than on matters in Clause 2A.2.
 - (b) Raise enquiries or issues about the API Service for our investigation and receive our response or update on the same.
- 2A.2 You agree and confirm that each Authorised User is authorised to do the following on your behalf:
 - (a) Provide API credentials for user acceptance testing or production.
 - (b) Request technical setup specifications, including Digital Certificates, IP addresses and URLs in relation to your use of the API Service.
 - (c) Receive the Application-ID, API-Key, and Client-ID issued by us for accessing the API Service.
- 2A.3 You further agree and confirm that:
 - (a) All communications, notices, and information sent by us in accordance with Clause 2A.1 or Clause 2A.2 shall be deemed to have been validly sent to you.
 - (b) We shall be entitled to rely on all communications, notices and information purportedly by any Authorised Contact Persons or Authorised Users as authentic, without having to carry out any verification.
 - (c) We shall not be liable in any way for any disclosure of information to any Authorised Contact Persons or Authorised Users or any person purporting to be an Authorised Contact Person or Authorised User made in accordance with Clause 2A.1 or Clause 2A.2.

3. Digital Certificates & CMS Software

- 3.1. You undertake to obtain Digital Certificates from a certificate authority supported by us.
- 3.2. We are not liable for any Loss arising from or connected to the use of Digital Certificates, and you shall indemnify us against any such Loss.
- 3.3. You undertake to notify us immediately if the CMS Software or the certificates are defective, lost, or stolen. You shall remain liable for all instructions received by us until we have taken the necessary steps in accordance with our prevailing practice to prevent the instructions from being effected.



- 3.4. You are responsible for the proper installation, maintenance, and operation of the CMS Software. We may in our discretion assist with the installation of the CMS Software for a fee but are not liable for any installation, maintenance or operation of the CMS Software carried out by any third party. We do not make any warranty, express or implied, as to the merchantability of the CMS Software, or its fitness for any purpose, or that it is free of errors.
- 3.5. We shall not be liable to you for loss or damage to databases, information, or statements that may arise, directly or indirectly, from the installation, maintenance, and operation of the CMS Software or for any Loss from the installation or use of any software not approved or recommended by us. You shall indemnify us in full against any Loss suffered by us, including any legal fees and costs on a full indemnity basis, from the use of unapproved software.
- 3.6. You shall operate and maintain all necessary equipment, hardware, and software for access and use of API Service and comply and procure that each IT Platform Service Provider complies with our instructions or recommendations that we may issue relating to the use of API Service. You shall also comply and shall procure that each IT Platform Service Provider complies with the application authentication methods implemented by us from time to time.

4. Customer's Instructions

- 4.1. You will be responsible for your own and each IT Platform Service Provider's adherence to our operating hours for API Service.
- 4.2. You shall notify us immediately if you receive incomplete, garbled, or inaccurate data or information from us.
- 4.3. You shall notify us immediately if you or any IT Platform Service Provider receive data or information which is not intended for you. You agree that and shall procure that all such data and information shall be deleted from your system immediately.
- 4.4. We are under no obligation to honour your instructions and may cancel your instructions if:
 - (a) there are insufficient funds in the Designated Account to pay for any fees, costs, charges, expenses or interest imposed by us for the use of CMS;
 - (b) the Designated Account is frozen or closed and there is no other account that has been designated as the Designated Account;
 - (c) we know or have reason to believe that a security breach, fraud, criminal act, offence or violation of any Applicable Law has been or will be committed.
- 4.5. We shall not be responsible for any incomplete, garbled, erroneous, or late receipt of data.
- 4.6. You shall regularly check the accuracy of information and data relating to your Account made available to you on our server.

5. Countermand of Instructions

We are not obliged to cancel or amend your Instructions upon your request. If we agree to any cancellation or amendment, we shall not be liable if the cancellation or amendment is not effected in time or possible.



6. Confidentiality of Application-ID, API-Key, Client-ID, and Digital Certificates

- 6.1. You shall keep confidential your API-ID, API-Key and Client-ID (collectively known as “API credentials”) and the Digital Certificates that are provided to you for API Service and shall procure that any person to whom the API credentials and/or Digital Certificates are permitted to be disclosed under this Clause keeps confidential all such API credentials and Digital Certificates and you shall be responsible for all instructions (whether authorised or not) made using them.
- 6.2. We reserve the right to issue any combination of letters, numerals and/or symbols for API credentials.
- 6.3. You agree to take, and shall procure that each IT Platform Service Provider takes, precautions to safeguard the API credentials and Digital Certificates and inform us immediately if you suspect that they are compromised and change the Digital Certificates if required by us.
- 6.4. We may deactivate or revoke Digital Certificates without reason or notice. We may also deactivate or revoke your usage of API Service if a number of attempts have been made using invalid API credentials and/or Digital Certificates.
- 6.5. You shall remain liable for instructions made with Digital Certificates and API credentials until we have taken the necessary steps in accordance with our prevailing practice to prevent the instructions from being effected.
- 6.6. We may send the API credentials, to you by ordinary post or other means and shall not be liable to you if the API credentials fail to reach you or are disclosed in transit.

7. Termination

- 7.1. You are required to give us two months' prior notice to terminate the API Service.

8. No Warranty

- 8.1. We, our affiliates or subsidiaries, our relevant internet service provider, information provider or software supplier do not make any warranties whatsoever regarding the API Service or any Digital Certificates including any warranty of merchantability, fitness for a particular purpose or non-infringement of third party proprietary rights or that they are free of errors unless disclaiming such warranties is prohibited by Applicable Law.
- 8.2. We do not warrant the accuracy, adequacy or completeness of information and material contained on the Website.
- 8.3. Although we shall use reasonable endeavours to ensure that the API Service cannot be accessed by unauthorised third parties, we do not warrant the security or confidentiality of any information transmitted through any electronic mediums including internet service provider, network system or such other equivalent system in any jurisdiction via the API Service.

9. Availability of API Service

The operating hours of or the time period during which the API Service may be available is subject to change without prior notice. We shall use reasonable endeavours to ensure that such API Service will be available during the times specified by us from time to time, provided that nothing herein shall be considered or be deemed as a warranty by us that the API Service will be available (whether uninterrupted or available at all) during such specified times.



10. Fees, Charges, and Right of Debit

- 10.1. Fees, costs, charges, expenses, and interest are payable in Singapore currency unless specified otherwise.
- 10.2. If your Designated Account is closed, we will select another of your Accounts to designate it as the Designated Account for fees and charges for API Service with such designation to take effect within a reasonable time according to our prevailing practice until you notify us in writing to designate a different Account.
- 10.3. All other agreements for the payment of fees, costs, charges, expenses and interest shall remain in force and in addition to and not affected by the agreement to pay fees under the API Terms.
- 10.4. Fees, costs, charges, expenses and other amounts payable to us under these API Terms will be charged and deducted from your Designated Account at such times as we may determine. If there are insufficient funds in your Designated Account, we may debit other accounts you have with us without prejudice to our right to cancel any unperformed instructions from you and terminate these API Terms.

11. Software & Hardware Upgrade

- 11.1. We reserve the right not to support prior versions of software or hardware required for the API Service if new or different versions of the API Service or the web browser or other software necessary for the operation of the API Service are available. If you fail to upgrade as required by us, we may reject your instructions and terminate these API Terms.
- 11.2. We reserve the right to change the type or specifications of hardware or equipment that you are required to use for API Service. If such requirements are not met, we may reject your instructions and terminate these API Terms.

12. Ownership of API

- 12.1. Any API and documentation provided to you by or through us belong to us. We grant you a non-exclusive, non-transferable license to use the API in accordance with these API Terms. You shall not, and shall procure that no third party shall:
 - (a) disassemble or reverse engineer any API;
 - (b) copy, remove, modify, transfer, adapt, or translate any part of the API or Digital Certificates, except for backup copies allowed by Applicable Law.

You shall not allow any third parties, other than an IT Platform Service Provider on a need-to-know basis, to have access to the API, Digital Certificates or any other documentation relating to API without our prior written consent.

- 12.2. The API credentials provided by us remain our exclusive property.

13. Disclosure of Information

- 13.1. Without prejudice to any right we may have in the Customer Agreement, you agree that we may share any information about you, any Authorised User, any Service or Account, or any Instructions you give, with any Customer Affiliate. "Customer Affiliate" means any person, body corporate, partnership, firm or other entity (whether incorporated or not) that is connected to you in any of the following ways:



- (a) you own, directly or indirectly, more than half of its capital or business assets, or it owns, directly or indirectly, more than half of your capital or business assets;
 - (b) you control, directly or indirectly, 50% or more of its shareholding or voting rights, or it controls, directly or indirectly, 50% or more of your shareholding or voting rights;
 - (c) you have the legal power, directly or indirectly, to control or influence how it is managed or how its affairs are run, or it has the same power, directly or indirectly, over you;
 - (d) you have the right, directly or indirectly, to appoint more than half of its directors or equivalent decision-making body, or it has that right, directly or indirectly, over you; or
 - (e) you have the right, directly or indirectly, to manage its business, or it has the right, directly or indirectly, to manage your business.
- 13.2. The provisions of Clause 13.1, are in addition to, and does not limit, any other permissions or consents you have given us to use or share information about you, any Authorised User, any Service or Account, or any Instructions.
- 13.3. You agree that in the event of any claim arising from the use, loss or misuse of API, Digital Certificates and API Credentials or the CMS Software, we may disclose to parties who are privy to your Instructions or the appropriate authorities any information in respect of the Accounts or other accounts maintained with any UOB Group Member which we consider necessary in investigating the claim.
- 13.4. You agree that we shall not be liable for any Loss that you may incur due to the negligence, act or omission of any third party referred to in Clause 13.1 to 13.3 above.
- 13.5. You agree that we shall not be liable to you for the disclosure of any of your information to any person arising as a result of or in connection with your negligence or failure to keep the API Credentials and Digital Certificates confidential.

14. Indemnity by Customer

You shall indemnify us for all Loss (including all legal fees and costs on a full indemnity basis) which we may incur in relation to our functions with respect to the API Service, including:

- (a) any unauthorised instructions or other instructions from you that might be transmitted through the API Service or any instructions being inaccurate, garbled, or incomplete;
- (b) any change in law, regulation, or official directive that may have a material adverse effect on these API Terms or us;
- (c) any breach by you of your obligations under these API Terms or non-compliance by any IT Platform Service Provider with these API Terms.

15. Exclusion of liability

15.1. We shall not be liable for any Loss caused by any person(s) whether or not arising from or in connection with and including the following:

- (a) any Loss caused by internet browser providers or by the internet service providers or their agents or sub-contractors;
- (b) the installation, maintenance or operation of the CMS Software;



- (c) any breakdown or malfunction of any software or equipment (including electronic terminals, telecommunication devices, or any part of the electronic fund transfer system), whether or not used in connection with API, and whether or not belonging to us. This includes cases where such breakdown or malfunction results in the reversal of any credit or debit transaction;
 - (d) any loss, theft, or use (whether actual, purported, authorised or unauthorised) of the Digital Certificates, API Credentials, CMS Software or API Service;
 - (e) any destruction or alteration or error in transmission of your instructions or data or information transmitted by you or by us through API Service;
 - (f) any inaccurate, garbled or incomplete data and instructions transmitted by you through API Service;
 - (g) any failure by you or any IT Platform Service Provider to follow the latest instructions, procedures and directions for using API Service;
 - (h) any delay in delivery or non-delivery of any documents or materials under these API Terms;
 - (i) any delay or refusal to execute your instructions, data or information transmitted through API Service; or
 - (j) any Loss (whether foreseeable by us or not) arising out of or related to the use of API Service.
- 15.2. Our liability arising for any reason is limited to the prevailing annual subscription fee for the API Service.

16. Rights and Remedies

- 16.1. Our rights and remedies under these API Terms are cumulative, and are without prejudice and in addition to, any other rights and remedies which we may have under the Customer Agreement, any other contract, at law or in equity. Our exercise of any one right or remedy, shall not operate to hinder or prevent the exercise of any other right or remedy by us.

