

Product Addendum

Business Internet Banking Service Terms ("BIB Service Terms")

1. Definition and Interpretation

- 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 Customer Agreement.
- 1.2 Capitalised terms used but not defined in these BIB Service Terms shall have the meaning given to them in the Customer Agreement.
- 1.3 In the event of any conflict or inconsistency between any of the provisions of these BIB Service Terms and any of the provisions of the Customer Agreement, the provisions of these BIB Service Terms shall prevail to the extent necessary to give effect to these BIB Service Terms.
- 1.4 The following words and expressions shall have the meanings set out below unless the context otherwise requires:
 - "**Advice**" refers to the information indicated by you, whether electronically or otherwise to be forwarded to the Recipient.
 - "**Application**" means an application to us in such form and substance and made in such manner as may be required by or otherwise acceptable to us for the provision to you of any of the facilities, services or products which we may from time to time make available or provide through Business Internet Banking.
 - "**Bulk Collection Services**" means the multiple collection service provided by us, for which multiple collection Instructions are sent, given or transmitted in a single group from you to us, created online in BIB or in a softcopy file uploaded through BIB.
 - "**Bulk Payment Services**" means the multiple payment service provided by us, for which multiple payment Instructions are sent, given or transmitted in a single group from you to us, created online in BIB or in a softcopy file uploaded through BIB.
 - "**Bulk Payroll Services**" means the multiple payroll service provided by us, for which multiple payroll Instructions are sent, given or transmitted in a single group from you to us, created online in BIB or in a softcopy file uploaded through BIB.
 - "**Business Internet Banking**" or "**BIB**" means the business internet banking system from time to time made available by us, enabling you to communicate and/or perform transactions with us through any Equipment.
 - "**BIB Mobile Services**" mean any credit, banking or other facility, product or service provided by us to you using BIB (including the empowerment of Customer Users to agree on your behalf the matters described in these BIB Service Terms) through mobile Equipment.



- **"BIB Software"** means all software used for the purpose of the provision of BIB, the Services or any other service or facility to you.
- **"Company Administrator"** means the person appointed by you to administer and control the access and use of BIB and/or the Services by Company Signatories and Company Users on your behalf and authorised to receive, hold and/or use any Security Token on your behalf.
- **"Company Signatory"** means a person authorised by you (whether alone or jointly with any other person(s)) to use and operate the Services for and on your behalf and/or submit or make any Application or give any Instruction and/or execute or sign any instrument and/or to effect any transaction on any Account or operate or use any Service for and on your behalf and/or to receive, hold and/or use any Security Token on your behalf.
- **"Company User"** means a person authorised by you and/or the Company Administrator to perform day-to-day transactions not requiring mandate authority and to receive, hold and/or use any Security Token on your behalf.
- **"Customer User"** means any of the Company Administrators, Company Signatories and Company Users or any combination thereof, who is/are authorised by you to access and use BIB.
- **"Dual Control"** means a Customer User can create a transaction but cannot approve the same transaction. The transaction is to be approved by another Customer User.
- **"Equipment"** means any electronic, wireless, communication, transmission, or telecommunications equipment, device (including mobile devices), or medium required to access and use the Services.
- **"instrument"** includes any cheque, cashier's order, demand draft, bill of exchange, note, bond, acceptance, Instruction or order for payment or transfer, contract, certificate or other document.
- **"Mandate Change"** means any addition, removal, deletion or substitution of any person as a Company Signatory or any amendment, variation or revision of the scope extent or limit of the authority conferred on any Company Signatory by you.
- **"Officer"** means any of our directors, officers or employees.
- **"Password"** means any number, password, or other codes issued or assigned by us to a Customer User or selected by a Customer User to access any account and use the Services. For avoidance of doubt, "Password" includes one-time passwords ("OTP") and response codes generated by Security Tokens.
- **"person"** includes any natural person, firm, association of persons, corporation or entity.
- **"Push Notification"** means a message that is transmitted as part of the BIB Mobile Services application and delivered to your Equipment.
- **"Recipient"** means the person you have instructed us to forward the Advice to.
- **"Security Token"** means any token, security device or such other storage device issued and/or designated by us for use by you or a Customer User for your account (including or incorporating any replacements, upgrades, or enhancements) to generate OTPs or response codes for the purpose of enabling us to verify and authenticate the identity of such Customer User for his access and use of BIB and the Services.
- **"Single Control"** means that a Customer User can create and approve the same transaction.



- **"transaction"** includes any transfer, withdrawal or payment and any transaction involving any trade services provided by us.
- **"User ID"** means the identification characters or number issued and assigned by us to you and/or a Customer User or selected by you or a Customer User to access BIB and the Services for the purpose of enabling us to verify and authenticate the identity of the Customer User for access to BIB and the Services and includes any other characters or numbers so assigned or selected in replacement.

1.5 The rights of any UOB Group Member with respect to any matter conferred under any provision of these BIB Service Terms shall be additional to the rights conferred under any other provision of these BIB Service Terms with respect to the same matter.

2. Application of these terms

2.1 Notwithstanding anything to the contrary in these BIB Service Terms, the terms of these BIB Service Terms shall not affect or diminish in any way the rights of any UOB Group Member referred to or set out on the Website.

3. Services

3.1 The Services enable you to:

- view Accounts and give any UOB Group Member Instructions in relation to services and facilities you receive from such UOB Group Member, and accounts and products that you have with that UOB Group Member, being accounts, services, facilities and products which are from time to time the subject of BIB; and
- initiate Applications, place orders and conclude contracts for services and products of any kind which that UOB Group Member may offer from time to time and to agree to any other matter with that UOB Group Member.

3.2 By these BIB Service Terms you authorise any UOB Group Member to:

- act on and accept your Instructions apparently given by any Customer User in respect of any of the matters referred to in Clause 3.1; and
- add to BIB all of your Accounts whenever opened which are the subject of BIB. This applies to all your Accounts existing at the date of these BIB Service Terms and those opened afterwards.

4. Instructions

4.1 We shall only accept an Instruction if it has been effected through BIB using the appropriate User ID(s) and Password(s) in accordance with the Customer Agreement. We shall rely on and treat any Instruction made using the User ID and Password of any Customer User, or that Password alone, as having been made by that Customer User on your behalf. This applies unless you have, or the Customer User has, notified us of the disclosure or unauthorised use of the User ID and Password in a form and by means we deem satisfactory, and we have received this notice in time to take appropriate action to prevent the Instruction from being received, acted upon, and implemented.



- 4.2 You, in opting for the Bulk Services hashing function to hash your data contained in any group of Bulk Services Instructions that are created online in BIB or created in a softcopy file which can be uploaded to BIB before sending such data to us through BIB, understand that the hashing function is provided as an added safety option to help ensure that the Instructions have not been tampered with during transmission. We shall not be held responsible for any consequences or Losses arising from the use of the hashing function. You undertake to keep confidential and use best endeavours to safeguard the hashing algorithm issued by us or as amended from time to time.

5. Provision of Advices by email to Recipients

- 5.1. By completing and uploading our prescribed form from time to time:
- (a) you request and authorise us to send the Advice by email through our email gateway to the Recipient at the email address provided by you in the Advice;
 - (b) you expressly consent to us disclosing all the information in the Advice:
 - (i) to the Recipient of the Advice; and
 - (ii) pursuant to lawful requests or in compliance with Applicable Laws or when we believe it is necessary to comply with Applicable Law, to protect our interests and/or property, and to prevent fraud or other illegal activity perpetrated through the Advice;
 - (c) you authorise us to make such copies and/or use the Advice as we deem necessary in connection with the provision of Advices by email and for the protection of our interest.
- 5.2. You acknowledge and accept the following:
- (a) communications by email are not guaranteed to be secure or error-free. There is a risk that information contained in an email and any attachment including potentially confidential information, may be intercepted, corrupted, lost, destroyed or delayed in transmission;
 - (b) we do not warrant that any email or any attachment thereto which we send out will be free of viruses, worms or other harmful components;
 - (c) you shall at all times remain responsible for the content of the Advice;
 - (d) we may, but are not obliged to, review the Advice and may decide in our discretion not to forward the Advice to the Recipient;
 - (e) our production of the Advice in the form sent out by us shall constitute conclusive proof of the forwarding of the Advice irrespective of whether the Advice was received;
 - (f) we are not required to verify whether the Advice has been received nor are we required to inform you if the transmission of the Advice is unsuccessful;
 - (g) we do not guarantee that the Advice will be transmitted or received in the form submitted or be received by the Recipient. Consequently, we shall have no liability whether in contract, tort or otherwise for any direct, indirect or consequential loss or damage which may be suffered in connection with the sending and/or receipt of the Advice by email.
- 5.3. You undertake and warrant as follows:



- (a) you shall not include in the Advice any information which you know to be false and/or defamatory, inaccurate or any information that would constitute, encourage or provide instructions for a criminal offence, violate the rights of any party, or that would otherwise create liability or violate any Applicable Laws; and
- (b) you shall not upload or cause to be transmitted through the Advice any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

6. Security Tokens

- 6.1 We grant you and/or the Customer Users a non-exclusive, non-transferable licence to use Security Tokens in respect of any Account or any other accounts (including accounts of third parties on whose behalf a Customer User is authorised to act) as may be designated by you and for the purposes of enabling you to access BIB and/or the Services.
- 6.2 Security Tokens issued or provided by us shall at all times remain our property and shall be returned to us on demand, and neither you nor the Customer Users will acquire any rights to such Security Tokens.
- 6.3 Each Security Token may be used (whether or not in conjunction with the User ID and/or Password or otherwise) by any Customer User:
 - (a) to initiate, effect, perform and/or dispatch any Instruction or any communication to us;
 - (b) to obtain or use any Service that may be offered or made available by us;
 - (c) to access and obtain information as may be permitted by us (whether relating to an Account, Service or otherwise); and
 - (d) to effect any transaction with us as may be made available by us, on your behalf subject to these BIB Service Terms and to other restrictions, limitations, terms and conditions then applicable.
- 6.4 You shall ensure that the Customer User to whom any Security Token is issued, provided or designated shall:
 - (a) retain the Security Token at all times and shall not permit any other person to have access to, use or tamper with the Security Token issued, provided or designated to such Customer User;
 - (b) not reveal the OTP generated by his Security Token to anyone; and
 - (c) not divulge the serial number (where applicable) of his Security Token to anyone.
- 6.5 We shall be entitled to rely on and treat any Instruction made whether by the use of any Security Token issued, provided or designated to any Customer User or any Password generated by such Security Token (and whether or not in conjunction with any Password of any Customer User and/or your User ID or otherwise) as having been made by that Customer User for and on your behalf unless notice of the loss of such Security Token has been given in such form and by such means as we may deem satisfactory and has been received by us within such amount of time in advance of such Instruction as we would reasonably require (having regard to all the prevailing circumstances) to enable us to take appropriate action to prevent such Instruction from being received, acted upon and implemented. The provisions of this Clause 6.5 shall continue to apply to any Security Token issued, provided or designated to any Customer User notwithstanding the revocation and termination of the Customer User's authorisation to use the Security Token.



- 6.6 We reserve the right to terminate, suspend, cancel, reject, decline to renew or replace any Security Token with or without prior notice to you or the Customer User to whom the Security Token has been issued, provided or designated, and without giving any reason. You shall ensure that the Customer User shall not after the termination of any Service or Account use the Security Token in relation to the Service or Account that has been terminated.
- 6.7 We shall have no liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Token, and shall not be held liable for any Loss incurred in relation thereto.

7. Password and User ID

- 7.1 You must ensure that:
- (a) no one else has access to or knows the User ID or Password of any Customer User except that Customer User;
 - (b) each Customer User:
 - (i) keeps their User ID and Password confidential and does not share them with anyone;
 - (ii) memorises their User ID and Password immediately and destroys any document or envelope containing them;
 - (iii) does not record their User ID and Password in any form;
 - (iv) notifies each UOB Group Member immediately if they believe someone else may know their User ID and/or Password.

8. Security

- 8.1 You agree to comply and to ensure that the Customer Users comply with the Customer Agreement and these BIB Service Terms and any other security instructions and recommendations regarding the use of BIB and the Services.
- 8.2 You acknowledge that security is crucial for accessing and using BIB and the Services. You are responsible for setting up, maintaining, and reviewing your security arrangements, including your Equipment, information stored, and control of User IDs, Passwords, and Security Tokens. You bear the risk of any unauthorised use and/or access to BIB and the Services.
- 8.3 You and/or the Customer Users must notify us immediately if you or any Customer User suspect any unauthorised access to BIB, any unauthorised transaction, or if someone else knows the User ID and Passwords of any Customer User or has access to their Security Tokens. In the event of breach or suspected breach of security, you must ensure that all the Customer Users change their Passwords immediately. You shall also comply with all reasonable requests for assistance from us and the authorities including the police.
- 8.4 If there is any change in Customer User due to a Customer User no longer being authorised, or due to your suspicion that the Customer User has acted improperly, or for any other reason, you must inform us immediately, and prevent further access to BIB by submitting a request or Instruction or relevant form to us to revoke the Customer User's User ID and Password.



- 8.5 You authorise us to act on any request or Instruction to reset User IDs, Passwords, revoke or deactivate Security Tokens, issue or replace Security Tokens, and specify the mode of making such requests. You agree that we shall not be liable to you or any third party for any Loss suffered by you or any third party arising from any such request or Instruction being unauthorised or fraudulent.
- 8.6 You must comply with the authentication methods or any other methods we implement from time to time.

9. **Customer's Other Obligations**

- 9.1 You must not use or disclose any material or information on the Website pertaining to BIB and the Services other than to access and use BIB and the Services. You shall also ensure that the Customer Users do the same. You further undertake not to reproduce, sell, distribute or in any way allow any third party access to any material or information provided by us on or via BIB.
- 9.2 The copyright in the contents of the Website, and the trade and service marks on the Website, are owned by or licensed for use by us. You must not reproduce, use, distribute, publish, modify, display, broadcast, hyperlink, or transmit any part of the contents or the trade and service marks without our prior written consent.
- 9.3 If you or any Customer User receives any data or information from BIB that is not intended for you, you must notify us immediately and delete and destroy such information.
- 9.4 You must respond to all enquiries and communications from us regarding BIB and the Services or any transaction effected or service provided through BIB.
- 9.5 You must ensure that any person appointed as a Customer User has sufficient knowledge and skill to properly operate and maintain all Equipment and software used to access BIB and the Services based on our requirements and acquire full and complete knowledge of all the BIB Software before commencement of utilisation of BIB and the Services.
- 9.6 You are responsible for all actions of the Customer Users.
- 9.7 You agree that the BIB Mobile Services application can send Push Notifications to your Equipment, and you will take all steps necessary to set up the Push Notifications. We are not liable for any loss caused by inaccurate or incomplete content in the Push Notification, non-delivery, or delayed delivery of any Push Notification.
- 9.8 You must ensure that neither you nor any Customer User does anything to compromise the security of BIB after termination of the Service under the Customer Agreement.

10. **Company Signatories, Mandate Change and Corporate Resolution**

- 10.1 These BIB Service Terms apply regardless of any mandate you may have given us regarding any Account or Service.
- 10.2 We are not obligated to act upon any Mandate Change unless we receive written notice in a form acceptable to us, and we are satisfied that the Mandate Change has been duly authorised by you. We have the right to take any amount of time we reasonably require to act upon the Mandate Change.
- 10.3 We are entitled to assume that any authority conferred on any person by a resolution of your board of directors or any document has been rightfully conferred and has not been revoked until we receive notice of revocation.



11. Fees and Reimbursements

- 11.1 You must pay all our fees, commissions, and other charges at the rates and in the manner we stipulate from time to time.
- 11.2 We are entitled to charge you any goods and services tax or similar tax imposed by Applicable Laws on any fees or charges payable by you.
- 11.3 You must reimburse us for any disbursements, costs, and expenses incurred in connection with executing or implementing any Instruction or such other matters or transactions as determined by us.
- 11.4 We are entitled to debit any Account without prior notice for any fees, charges, commissions, or other sums due or payable by you.

12. Disclosure of Information to Customer Affiliates

- 12.1 Without prejudice to any right we may have in the Customer Agreement, you agree that we may share any information about you, any Customer 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 its controls, directly or indirectly, 50% or more of its 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.
- 12.2 The provisions of Clause 12.1, 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 Customer User, any Service or Account, or any Instructions.

13. Termination

- 13.1 You may terminate these BIB Service Terms by giving us at least 30 days' prior written notice.

14. Exclusions

- 14.1 We are not liable for any Loss caused by:
 - (a) any incompatibility between your Equipment and BIB including any adverse outcome or failure arising from the use of computer hardware, software, mobile and electronic devices, online networks and internet browsers;
 - (b) any virus, defect, or malfunction in the Security Token or any software or Equipment;



- (c) any unauthorised or negligent use and/or access to information relating to your Account, Instructions as a result of your use of BIB except where such access is obtained due to our gross negligence or wilful default;
 - (d) any loss or theft of User IDs, Passwords, or Security Tokens;
 - (e) any failure to follow our instructions, procedures, directions or recommendations for using BIB;
 - (f) any reliance on any news, reports or other information provided through BIB;
 - (g) any disclosure of information to third parties due to your or your Customer User's negligence or failure to keep User ID, Password and Security Token confidential;
 - (h) cessation, interruption, or delay in transmission of Instructions or any wrongful interception of any Instruction through any Equipment;
 - (i) any corruption or loss of data or Instruction in the course of transmission through any Equipment including any errors generated in such transmission;
 - (j) any cessation or interruption of BIB availability;
- 14.2 We do not guarantee the availability or operation of any Service or Equipment.
- 14.3 Our liability is limited to 100 times the prevailing monthly subscription fees for the BIB Service.

15. General Indemnity

- 15.1 In addition and without prejudice to any other rights or remedies we have under the Customer Agreement and any Product Addendum or otherwise, you must indemnify us and hold us harmless from and against any Loss suffered or incurred by us, including legal fees and costs (on a full indemnity basis) as a result of:
- (a) any act or default of the Customer User in the operation or use of any system or software installed or used by you;
 - (b) any virus, defect, or malfunction, disruption or failure of any software or Equipment due to your or the Customer User's access and use of BIB;
 - (c) you opting for Single Control rather than Dual Control;
 - (d) you not providing or updating the email addresses and mobile numbers of your Customer Users;
 - (e) any loss or abuse or unauthorised or inadvertent disclosure of information contained in the Advice, including customer information.

16. Miscellaneous

- 16.1 We may provide new Services on supplementary terms.
- 16.2 All Instructions and communications that meet our standards are deemed as good as, and given the same effect as written and signed documentary communications.
- 16.3 These Terms do not affect our right of set-off or combination in relation to any Accounts accessed through BIB.



17. Rights and Remedies

- 17.1 Our rights and remedies under these BIB Service 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.

