

## Product Addendum

### UOB File Transfer Service (FTS) Terms ("FTS Terms")

#### 1. Applying for File Transfer Service ("FTS")

- 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 By using our FTS, you agree to all the terms, conditions, procedures and instructions we provide that are applicable to FTS.
- 1.4 In the event of any conflict or inconsistency between any of the provisions of these FTS Terms and any of the provisions of the Customer Agreement, the provisions of these FTS Terms shall prevail to the extent necessary to give effect to these FTS Terms.
- 1.5 FTS supplements the banking and other facilities, services and products which we provide to you by allowing you to send files to us and receive files from us.

#### 2. Definitions

- 2.1 "Authorised Contact Person" means the person you indicate in our prescribed form as an Authorised Contact Person or otherwise informed to us by your authorised person as an Authorised Contact Person.
- 2.2 "Authorised User" means the person you indicate in our prescribed form as an Authorised User or otherwise informed to us by your authorised person as an Authorised User.
- 2.3 "Customer's file" means any file we send to you through FTS.
- 2.4 "FTS Software" means the software you need to use for FTS, for the authentication, encryption and transfer of the files.
- 2.5 "Designated Account" means the Account you use for FTS and payment of the fees, costs, expenses and interest that we may charge for the use of FTS.
- 2.6 "Digital Keys" means the combination of codes used by us and you to authenticate, encrypt and transfer files sent via FTS.
- 2.7 "Person" includes individuals, firms, associations, corporations and entities.

#### 2A. Authorised Contact Persons and Authorised Users

- 2A.1 You agree 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; and



- (b) raise enquiries and issues on FTS for our investigation and receive our response or update on the same.

2A.2 You agree that each Authorised User is authorised to:

- (a) provide FTS credentials for user acceptance testing or production; and
- (b) request/receive any FTS technical set-up specifications, including Digital Keys IP addresses.

2A.3 You also agree that:

- (a) all communications 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 purportedly sent by any Authorised Contact Person to us and all technical information purportedly sent by any Authorised User to us, as authentic, without having to carry out any verification;
- (c) we shall not be liable for any disclosure of any information or data to any Authorised Contact Person or Authorised User 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. Operation of FTS**

- 3.1. You shall be responsible for following our operating hours when retrieving files from us.
- 3.2. You shall notify us immediately if you receive incomplete, garbled, or inaccurate files or information from us.
- 3.3. You shall notify us immediately if you receive any data or information which is not intended for you and you agree to delete any data or information not intended for you from your system immediately.
- 3.4. 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 FTS;
  - (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.
- 3.5. We are not responsible for incomplete, garbled, erroneous or inaccurate files or data, or late receipt of files or data.
- 3.6. You shall regularly check the status of your file being processed by us.

### **4. Countermand of Instructions**

We are not obliged to cancel or amend your Instructions upon your request. If we agree to do so, we are not liable if the cancellation or amendment is not timely or possible.

### **5. Confidentiality of Digital Keys**

- 5.1. You shall keep your Digital Keys confidential and you are responsible for all Instructions made using them.



- 5.2. You shall take precautions to safeguard your Digital Keys including not disclosing them to anyone, changing your Digital Keys regularly and informing us immediately if you suspect that they are compromised.
- 5.3. We are entitled to deactivate or revoke your Digital Keys at any time without reason or prior notice. We may also deactivate or revoke your use of FTS if FTS cannot be accessed after a few attempts have been made using your Digital Keys.
- 5.4. You shall remain liable for any instructions made using your Digital Keys (whether authorised or not) until we have taken steps in accordance with our prevailing practice to prevent any instruction from being effected through the use of the Digital Keys.
- 5.5. We may send the Digital Keys to you by mutually agreed means of delivery and shall not be liable if your Digital Keys fail to reach you or are disclosed in transit.

## **6. Fees, Charges and Right of Debit**

- 6.1. You must pay the subscription fee and other costs, charges, expenses and interest for using FTS as we may charge from time to time.
- 6.2. 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 FTS 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.
- 6.3. All other agreements between you and us for the payment of fees, costs, charges, expenses and interest shall remain in force and in addition to and shall not be affected by the agreement to pay fees under these FTS Terms.
- 6.4. All fees, costs, charges, expenses and interest are payable in Singapore currency unless specified otherwise.
- 6.5. You shall pay goods and services tax or any other taxes, levies or charges related to any transaction on FTS and you shall reimburse us for any such payment made by us.
- 6.6. Fees, costs, charges, expenses, interest and other amounts payable to us under these FTS 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 FTS Terms.

## **7. No warranty**

- 7.1. We do not warrant the accuracy or completeness of any third-party information provided to you.
- 7.2. We, our affiliates or subsidiaries, our relevant internet service provider, information provider or software supplier do not make any warranties (whether express, implied or statutory) whatsoever regarding FTS, the direct access software or services or browser 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.
- 7.3. We do not warrant the accuracy, adequacy or completeness of information and material contained on the Website.



- 7.4. Although we shall use reasonable endeavours to ensure that FTS 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.

## **8. Availability of FTS**

The operating hours of or the time period during which FTS may be available is subject to change without prior notice. We shall use reasonable endeavours to ensure that FTS 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 FTS will be available (whether uninterrupted or available at all) during such specified times.

## **9. Software & Digital Key Renewal**

- 9.1. If you fail to use the FTS software in the way we require you to use it, we may reject your instructions and terminate these FTS Terms.
- 9.2. We reserve the right to change the type or versions or specifications of any Digital Keys required for FTS and if such requirements are not met by you, we may reject the instructions you sent to us.
- 9.3. Digital Keys are subject to renewal at regular intervals according to our security policy. If you fail to renew the Digital Key as required by us after notice has been given to you, we may reject your instructions and terminate these FTS Terms.
- 9.4. We may renew Digital Keys by sending an email to your Authorised User that is followed by a confirmation call to the Authorised User.

## **10. Termination**

- 10.1. You are required to give us two months' prior notice to terminate the FTS.

## **11. Disclosure of Information**

- 11.1. 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 right, directly or indirectly, to manage its business, or it has the right, directly or indirectly, to manage your business
- 11.2 The provisions of Clause 11.1 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.
- 11.3 You agree that in the event of any claim arising from the use, loss or misuse of any software required for FTS, we may disclose to parties who are privy to your instructions or the appropriate authorities any information in respect of the Accounts which we consider necessary in investigating the claim.
- 11.4 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 11.1 to 11.3 above.
- 11.5 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 Digital Keys confidential.

## 12. Trade Transactions

- 12.1. If you are a buyer, you represent and warrant that the information in each invoice provided by you to us via FTS is genuine and correct and you undertake to make payment of the same in full by the relevant maturity date.
- 12.2. If you are a seller, you represent and warrant that the information in each purchase order is genuine and correct and that you are obligated to fulfil such purchase order and you undertake to duly perform your obligations in respect of such purchase order.

## 13. Exclusion of Liability

- 13.1. We shall not be liable for any Loss caused by any person(s) 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 FTS Software;
  - (c) any loss, theft, or use (whether actual, purported, authorised or unauthorised) of the FTS Software, Digital Keys or FTS;
  - (d) any destruction or alteration or error in transmission of your instructions or data or information transmitted by you or us through FTS;
  - (e) any inaccurate, garbled or incomplete files and instructions transmitted through FTS;
  - (f) any failure by you to follow the latest instructions, procedures and directions for using FTS;
  - (g) any delay in delivery or non-delivery of any documents or materials under these FTS Terms;
  - (h) any delay or refusal to execute your files or instructions transmitted through FTS; or
  - (i) any Loss (whether foreseeable by us or not) arising out of or related to the use of FTS.
- 13.2. Our liability arising for any reason is limited to the prevailing annual subscription fee for FTS.



#### **14. Rights and Remedies**

- 14.1. Our rights and remedies under these FTS 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.

