

Product Addendum

PayNow Terms (Non-Individuals)

("PayNow Terms")

1. General

- 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 registering for and/or utilizing PayNow, you agree to be bound by the terms in this Product Addendum ("**PayNow Terms**").
- 1.4 These PayNow Terms supplement, are additional to and are to be read together with the terms and conditions of any other document or agreement governing your relationship with us (collectively known as the "**Other Terms**").
- 1.5 In the event of any conflict or inconsistency between (i) any of the provisions of these PayNow Terms and (ii) any of the provisions of the Customer Agreement or the Other Terms in relation to PayNow, the provisions of these PayNow Terms shall prevail to the extent necessary to give effect to these PayNow Terms.
- 1.6 If you do not accept these PayNow Terms, please stop accessing and using PayNow immediately, and proceed to de-register your PayNow Registration through the channels provided by us.
- 1.7 We shall be entitled, at our discretion, to reject or cancel any PayNow registration or de-registration request by you without providing any reason for the same.

2. PayNow Registration

- 2.1 You may register for PayNow through our approved channels, as long as you have a valid PayNow ID and have updated your PayNow ID in your records with us.
- 2.2 By performing a PayNow Registration, you are linking your PayNow ID to an Account which we accept for PayNow Registration.
- 2.3 By registering for PayNow, you confirm to us that the information in your PayNow Registration is accurate, complete and up to date and you are the legal owner of your PayNow ID. You also confirm that your Authorised Person(s) has been duly authorised by you to register for and use PayNow and to do and authorise to be done all such other acts, matters or things which may be done on your behalf using, through and/or in connection with PayNow.
- 2.4 Once you use your PayNow ID to register for PayNow with us, you will not be able to use the same PayNow ID to register for PayNow with another Participating Institution where you have an account.
- 2.5 You can amend the details in your PayNow Registration through our approved channels.



- 2.6 (a) In the event that any 3 letter alpha numeric suffix or other combinations assigned by you to your UEN as part of your PayNow ID is for any reason unavailable or unsuitable for use, we reserve the right to assign another 3 letter alpha numeric suffix or other combinations to your UEN as part of your PayNow ID in order to complete a PayNow Registration for you; and
- (b) If there are changes to your entity's company name as registered with the Accounting and Corporate Regulatory Authority of Singapore, you must notify us as soon as possible or within such period as determined by us from time to time.
- 2.7 You shall provide us with or ensure that we are provided with all contact details as required by us in order for us to send customer notifications (if any) to such account contact in connection with PayNow and shall ensure that all contact information is complete and accurate.
- 2.8 It is your responsibility to monitor all transactions and activities in connection with your PayNow Registered Account(s) and any customer notifications sent to any account contact. We may assume that you will do so without further reminders or repeat notifications from us.
- 2.9 If you generate any QR Code(s) (through our generator or other methods acceptable to us), or scan any QR Code(s) on any device (belonging to you or otherwise) in connection with PayNow:-
- (a) you agree to comply with our terms and conditions, guidelines, policies and procedures from time to time pertaining to the use of such QR Code(s);
- (b) you shall ensure that you input correct and up-to-date information when generating QR Code(s);
- (c) you shall not reverse engineer and/or misuse the QR Code(s), QR Code generator or scanner provided by us;
- (d) you shall ensure that the intended payee receives the intended payment if you use a QR Code to make payment through PayNow;
- (e) it is your responsibility to make enquiries with us and/or to re-generate the QR Code if the QR Code does not work;
- (f) you agree that we are not liable for any third party claims, or any outdated, obsolete or superseded QR Codes, or any unauthorised disclosure of the QR Code specifications to third parties; and
- (g) you undertake that the QR Code shall not be displayed physically at any of your business locations. For such purposes, you should use a Singapore Quick Response Code label or such other label as stipulated by ABS or other relevant governmental authorities

3. Receiving Monies in a PayNow Registered Account(s)

- 3.1. Your PayNow Registered Account is enabled to receive electronic fund transfers from customers of Participating Institutions using PayNow.
- 3.2. Customers of Participating Institutions, who subscribe to the PayNow Registry and FAST, Inter-Bank Giro and/or other applicable payment systems, will be able to make electronic fund transfers to your PayNow Registered Account by using your PayNow ID.
- 3.3. Notwithstanding anything in these PayNow Terms, it is your responsibility to ensure that you give your correct details, including your applicable registered PayNow ID to any person from whom you wish to receive funds and you shall be solely responsible for any errors or Losses incurred or suffered by you and/or any person arising from or in connection with any use or misuse of PayNow.



- 3.4. Should you wish to change a PayNow ID that is linked to a particular PayNow Registered Account, you will need to de-register such PayNow Registration in order to register a new PayNow ID to such PayNow Registered Account.
- 3.5. Should you receive funds from unverified sources in any of your PayNow Registered Accounts, it is your responsibility to contact us and/or if necessary, make a police report. Please note that it can be an offence to retain and/or appropriate monies which do not belong to you.

4. Using PayNow to make Electronic Fund Transfers

- 4.1. If you are using PayNow to make an electronic fund transfer, it is your responsibility to verify the recipient's details. If you are in doubt as to whether a recipient's details are correct, it is your responsibility to verify further by making verification checks with the recipient. If you choose to continue with the fund transfer, you must accept that such a transaction is effective immediately.
- 4.2. If you are using PayNow to make bulk payments, you may elect to make such bulk payments through FAST, Inter-Bank Giro or such other payment systems as we may make available from time to time subject to our prevailing terms and conditions governing such payment system(s) and all Applicable Laws applying to you and/or us, our branches and/or subsidiaries.
- 4.3. If you are using PayNow for future-dated or recurring electronic fund transfers, once instructions have been submitted to us, such instructions cannot be amended. If you wish to change the details of the future-dated or recurring electronic fund transfer, you will be required to cancel the existing instructions and re-submit fresh instructions to us.
- 4.4. You shall not misuse and shall ensure that all users of PayNow, your PayNow ID or your PayNow Registered Account do not misuse the same for any improper purpose or in an improper manner including for the purposes of any unauthorised or erroneous transaction or activity.
- 4.5. You acknowledge that PayNow is operated by and provided by the Operator to us and other Participating Institutions, and that your use of and access to PayNow is subject to the availability of the services of the Operator, and our designation as a Participating Institution. If we cease to be or are no longer designated as a Participating Institution or we are designated as a Participating Institution for PayNow for individual users only, you shall no longer be registered for PayNow and your Account may no longer use PayNow.

5. Consent to Disclosure of Information

- 5.1. In connection with the provision of PayNow, your PayNow Registration will be maintained in the PayNow Registry hosted in the PayNow System of the Operator.
- 5.2. You consent to us, the Operator, the Operator's agents and/or service providers, ABS, Participating Institution(s) and their customers having access to your PayNow Data for purposes of and in connection with the provision of PayNow.
- 5.3. To the extent that any Personal Data is provided in connection with the use of PayNow, you hereby give us all consents and approvals required by Applicable Law for the collection, use, archival, storage and/or disclosure of your PayNow Data for any purposes relating to your use of or participation in PayNow and/or the provision of any services to you, including the disclosure:



- (a) to the Operator or the Operator's agents and/or service providers for its collection, use, processing, archival and disclosure to service providers, Participating Institutions and their affiliates and customers, for the purpose of providing, maintaining and enhancing PayNow and related services to Participating Institutions and their customers on and subject to any of their prevailing terms and conditions;
 - (b) in the form of responses, and other messages generated by the PayNow System to Participating Institutions and their customers, for their respective use and/or processing including for any customer notifications; and
 - (c) for any and all other purposes set out in the operating rules of the ABS for PayNow as may be varied or added to at the discretion of ABS.
- 5.4. Electronic fund transfers using PayNow may be made by way of FAST or Inter-Bank Giro or such other payment systems as we may make available to you from time to time, to customers of Participating Institutions or by way of intra-bank transfer between our customers. The method of payment may be reflected accordingly in our bank statements. You consent to our bank statements being prepared in a form that may identify the payor and payee as customers of our bank.
- 5.5. You agree that any and all acts taken by us, the Operator, the Operator's agents and/or service providers, and/or providers of mobile phone services and/or other banks, financial institutions, government agencies or other competent agencies with respect to the provision of PayNow and the employees, representatives and/or customers of the foregoing persons or agencies, for the purpose of giving, receiving, using, sending, collecting, inspecting, reporting, copying, disclosing, or accessing your PayNow Data including any personal information, identification card information, mobile phone use data, record, status, or other electronic information relating to you whether present and/or in the future, under the Applicable Law, agreements or contracts amongst any organizations in relation to the foregoing information are deemed to be taken for the purpose of and in the interest of PayNow and related services and/or for compliance with Applicable Law on each and every occasion. You agree to give this consent so that each of the foregoing acts constitutes a legitimate act. This consent shall not be revoked so long as your PayNow Registration is not de-registered by you. You shall have no claim for damages against us or the foregoing persons or agencies for the foregoing acts or whatsoever.
- 5.6. You consent to the operation and processing of the PayNow Registry including the PayNow Data being conducted by the Operator and/or Participating Institutions at such place or places outside of Singapore whether now or in the future.
- 5.7. If we receive evidence and/or contact or enquiry from:
 - (a) any Participating Institution that the PayNow Registration of their customer; or
 - (b) another of our customers that his/her application for PayNow Registration,is rejected because the PayNow ID is already registered in the PayNow Registry as your PayNow ID, including in connection with any claims investigation, unauthorised and/or erroneous transactions or activities, you consent for us to answer such enquiry or give information regarding your PayNow Registration, including details of your PayNow ID, phone number, etc., to such person, without having to obtain your consent, so that such person may make direct contact with you. The consent given by you herein for our foregoing acts is legal and valid and shall not be revoked so long as your PayNow Registration is not de-registered by you.



- 5.8. You shall have no claim for damages against us or the foregoing persons or agencies for the foregoing acts or whatsoever.
- 5.9. You hereby confirm the accuracy, truthfulness and completeness of the PayNow Data provided to us and where you have provided to us Personal Data or information of any other person, you confirm that you have provided notice to and procured such person's consent for disclosure and use of such Personal Data and information for the purposes stated above, and you undertake to inform us promptly in writing where there are any changes in the PayNow Data.

6. De-Registration, Suspension and/or Cancellation of PayNow

- 6.1. You may de-register your PayNow Registration at any time through our approved channels.
- 6.2. You are responsible to de-register your PayNow Registration immediately in any of the following events:
 - (a) there is a change in your UEN, of which you are to notify us as soon as possible or within such other period determined by us from time to time;
 - (b) you close an Account which is a PayNow Registered Account; andyou are to inform all your PayNow Users to stop using your PayNow ID to send electronic fund transfers to you or to perform any other transactions with you. We can also de-register your PayNow Registration on your behalf. We will update this deregistration in the PayNow Registry within such period determined by us from time to time.
- 6.3. We are entitled to suspend and/or cancel all or any part of PayNow at any time by notifying you in advance; however if we are unable to give an advance notice, we will notify you as soon as possible.
- 6.4. Without prejudice to anything in these PayNow Terms and/or the Other Terms, we are entitled to suspend your use of PayNow and/or de-register your PayNow Registration immediately without your further consent and without liability to you in any of the following events:
 - (a) your PayNow Registered Account is closed, frozen, suspended and/or has been subject to computer data theft or hacking, or any other change in status;
 - (b) we suspect or there has occurred events giving rise to suspicion that the use of PayNow, your PayNow ID and/or your PayNow Registered Account may be related to the commission of offences under any Applicable Law governing anti-money laundering or financial support of terrorism; or activities against any Applicable Law or contrary to the public order or good morals; or transaction(s) which may be illegal or abnormal or considered to be fraudulent or corruption or in violation of Applicable Law; or involved with hacking or any other illegal act(s);
 - (c) we are required to comply with Applicable Law and orders of any court of any jurisdiction or any competent agencies or officials;
 - (d) our relationship with the Operator, the provision of the PayNow Registry by the Operator or our status as a Participating Institution is terminated or suspended for any reason;
 - (e) in ABS' or our opinion, a PayNow Registered Account or PayNow is not operated in a proper or regular manner;
 - (f) we are notified by any Participating Institution and/or other banks, financial institutions, government agencies or other competent agencies or officials with respect to the provision of PayNow, of the cancellation of the Unique Identifier registered as your PayNow ID;



- (g) there has been a change in your business name registered for PayNow and/or your UEN ceases to be valid;
- (h) you have breached any of the terms in the Customer Agreement, these PayNow Terms or Other Terms; or
- (i) in our discretion, we consider it appropriate to do so.

7. Non-Liability and Indemnity

- 7.1. PayNow is provided to you “as is” and “as available”. We expressly exclude any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, in connection with your use or inability to use PayNow. Without prejudice to anything in these PayNow Terms, the Customer Agreement and/or the Other Terms, you further agree that unless expressly prohibited by Applicable Law, under no circumstances shall we be liable for any Losses in any of the following:
- (a) any event of force majeure or events beyond our control including any events relating to power system, computer system, internet system or internet service providers, telecommunication system, network and/or service applications, connection system, malfunction, fault or interruption of any hardware and/or devices, or other communication networks or any other events beyond our control or instruction or our inability to be aware of, any delay, fault or error, or attack by computer virus or illegitimate acts, or if we and/or the Operator stop or suspend PayNow in any of the foregoing events or for the purpose of system improvement or maintenance resulting in you not being able to use PayNow;
 - (b) any delay, fault or error in your computer system, hardware or devices or that of the Operator;
 - (c) the unavailability or interruption of PayNow and/or any claims in connection with QR Code (including any outdated or superseded QR Code(s), unauthorised disclosure of any QR Code specifications by you or the non-functioning, malfunctioning, use or misuse thereof);
 - (d) longer service processing times or delays, corrupted or missing files or any other failures or interruptions to any Services when using PayNow for bulk payments;
 - (e) funds being transferred to wrong account numbers, payees and/or third parties;
 - (f) delays or discrepancies in future-dated or recurring payments using PayNow; or
 - (g) your failure to comply with any of these PayNow Terms, Customer Agreement and/or the Other Terms, or where you ignore the security features of PayNow.
- 7.2. You shall indemnify us from and against all Loss including legal fees and costs (on a full indemnity basis) arising from your use of PayNow, breaches by you of any of these PayNow Terms or Other Terms, and/or unauthorized transactions on your PayNow Registered Account(s) arising in any manner whatsoever.

8. Fees and Charges

- 8.1. Fees and charges as determined by us from time to time may be imposed for the provision and/or use of PayNow, as notified at our website at <http://www.uob.com.sg>.
- 8.2. You shall not impose a surcharge, special charge, finance charge, fee or similar charges (whether through an increase in price or otherwise) on customers of Participating Institutions for making and/or receiving payments via PayNow.



9. Rights and Remedies

9.1. Our rights and remedies under these PayNow 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.

10. Definitions

In these PayNow Terms, an “**Account**” shall be interpreted to include any “**Virtual Account**”, as defined in the Virtual Account Terms.

“**ABS**” means the Association of Banks in Singapore, and includes its transferees, successors, assigns, or any entity that is the scheme owner of PayNow from time to time.

“**Account Information**” means the account name and account number of your PayNow Registered Account, and such other information required from time to time for the provision of PayNow.

“**Banking Act**” means the Banking Act 1970 and all subsidiary legislation, notices, circulars, directives, and guidelines issued pursuant thereto, as amended, varied or revoked from time to time.

“**Operator**” means the operator of the PayNow System appointed by ABS, or such other operator appointed by ABS from time to time.

“**Participating Institution**” means an entity which is designated by ABS as a provider of PayNow and which has signed a user agreement with the Operator giving the Participating Institution access to and use of the PayNow Registry in connection with PayNow, including us.

“**PayNow**” means a service which enables PayNow Registered Accounts to receive payments from PayNow Users who have access to a PayNow ID and such other services or features available from time to time through PayNow.

“**PayNow ID**” means a Unique Identifier which is registered for PayNow, which may consist of your UEN, your UEN combined with a three-character suffix or other combinations or such other Unique Identifiers from time to time as approved by us.

“**PayNow Registration**” means a registration for PayNow, linking a PayNow ID to a PayNow Registered Account, thereby activating the PayNow Registered Account to receive payments from customers of Participating Institutions and authorising all details of the PayNow Registration and Account Information to be maintained in the PayNow Registry.

“**PayNow Data**” means all information and any personal data required from you from time to time for purposes of our bank providing PayNow including Account Information, details of your PayNow Registration(s), personal information of your Authorised Person, account contact and all information, QR Code(s) and data generated in connection with your use of PayNow and payments into your PayNow Registered Account.

“**PayNow Registered Account**” means the account of a customer of a Participating Institution which is linked to a PayNow ID.

“**PayNow Registry**” means the PayNow database, including PayNow Registrations of customers of Participating Institutions, which are maintained in the PayNow System of the Operator.

“**PayNow System**” means the system maintained and operated by the Operator for access and use by Participating Institutions.



“PayNow Users” means persons who know your PayNow ID, whether through you, through use of PayNow or any other means.

“Personal Data” shall have the meaning given in the PDPA.

“PDPA” means the Personal Data Protection Act 2012 of Singapore and all subsidiary legislation and guidelines issued pursuant thereto, as amended, varied or revoked from time to time.

“QR Code” means a quick response code in the form of a two-dimensional barcode generated for the purposes of PayNow.

“UEN” means the unique entity number based on your entity’s registration number with the Accounting and Corporate Regulatory Authority of Singapore, if applicable, or as issued to your entity by the relevant issuance agency.

“Unique Identifier” means a UEN and/or other type of unique identifier, which can be registered as a PayNow ID.

