

TERMS AND CONDITIONS FOR UOB SME ELEVATE PROGRAMME

1. Eligibility Conditions

- 1.1. The UOB SME Elevate Programme (the “**Programme**”) is open to any small-and-medium enterprise (the “**SME**”) which satisfies all of the following conditions:
- (a) the SME must be a business entity registered or incorporated in Singapore;
 - (b) the SME must be operating in Singapore;
 - (c) a minimum of 30% of the shareholding in the SME must be owned by individuals who are Singapore citizens and/or Singapore Permanent Residents; and
 - (d) the SME must either:
 - (i) not have an annual total revenue more than S\$100 million at group level; or
 - (ii) not have an employment size more than 200 employees.

2. Participation Conditions

- 2.1. To participate in the Programme, each SME must duly and successfully complete and submit the online form available on <https://forms.uob.com.sg/eservices/uob/sme-elevate.html> (the “**Application Form**”).
- 2.2. All applications are subject to approval which will be determined by United Overseas Bank Limited (“**UOB**”) in its sole and absolute discretion.
- 2.3. SMEs participating in the Programme may be contacted by SkillsFuture Singapore Agency (“**SSG**”) to verify their participation in the Programme.
- 2.4. By participating in the Programme, each participating SME:
- (a) agrees to be bound by these terms and conditions of the Programme (the “**Terms**”);
 - (b) acknowledges and agrees that:
 - (i) the products and/or services offered or supplied by SSG and SkillsFuture accredited service providers are subjected to further terms and conditions which may be imposed by the relevant party and the participating SME is required to agree with such party separately to be bound to such further terms and conditions;

- (ii) SSG and/or SkillsFuture accredited service providers may, at its sole and absolute discretion, refuse to offer or supply any product and/or service to the participating SME;
 - (iii) the terms and conditions with respect to the products and/or services offered or supplied by SSG and SkillsFuture accredited service providers may, at any time, be amended by the relevant party at its sole and absolute discretion without any notice or liability to the participating SME;
 - (iv) UOB is not an agent of SSG and SkillsFuture accredited service providers and makes no warranty or representation as to the quality, value, merchantability or fitness for purpose of the products and/or services offered or supplied by them. UOB assumes no liability or responsibility for the acts or omissions of SSG and SkillsFuture accredited service providers or any non-performance or defects in the products and/or services offered or supplied by them; and
 - (v) Any dispute regarding the products and/or services offered or supplied by SSG and SkillsFuture accredited service providers is to be resolved directly with the relevant party. UOB shall not be required to assist or act on the participating SME's behalf in communicating with such party;
- (c) represents, warrants and undertakes to UOB that, for any personal data disclosed by the participating SME to UOB, the participating SME has notified the relevant individual of the purposes of which the individual's personal data will be collected, used and disclosed and has obtained such individual's consent for the collection, use and disclosure of the individual's personal data by UOB in accordance with these Terms; and
- (d) consents to UOB collecting, using and disclosing the participating SME's information (including without limitation all information provided in the Application Form, any information provided by the participating SME as may be requested by UOB from time to time in connection with the Programme, any information related to the participating SME and any personal data disclosed by the participating SME to UOB in connection with the Programme) to SSG, SkillsFuture accredited service providers and necessary third parties for the all purposes of or related to:
 - (i) promoting, conducting, managing and administering the Programme;
 - (ii) promoting and/or providing UOB's products and/or services to the participating SME, whether or not in connection with the Programme; and
 - (iii) complying with any requirement, as UOB reasonably deems necessary, under any applicable laws, rules or regulations or of any court, governmental authority or regulator.



- 2.5. For the purposes of these Terms, “personal data” shall have the same meaning ascribed to it under the Personal Data Protection Act 2021 as may be amended from time to time.
- 2.6. UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Programme, including but not limited to the determination of whether a participating SME has met all requirements of the Programme. UOB’s decisions shall be final, conclusive and binding.
- 2.7. UOB will not be liable or responsible for any claim, injury, damage, loss, cost, expense or liability of whatsoever suffered or incurred directly or indirectly as a result of or in connection with the participating SME’s and/or any person’s:
- (a) participation in the Programme; and/or
 - (b) use of the products and/or services offered or supplied by SSG and SkillsFuture accredited service providers (including without limitation the relevant party’s reliance on any information and/or materials provided by SSG and SkillsFuture accredited service providers in connection with such products and/or services).

3. General

- 3.1. UOB may, at any time and at its sole and absolute discretion, terminate the Programme and/or amend any of these Terms without any notice or liability to any person and all persons shall be bound by such amendments.
- 3.2. A person who is not a party to these Terms shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce these terms and conditions.
- 3.3. These Terms shall be governed by the laws of the Republic of Singapore and each participating SME shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.