

**UNITED OVERSEAS BANK LIMITED (“UOB”)  
TERMS & CONDITIONS FOR BIZSMART SERVICES****The BizSmart Services****1. BANK STATEMENT FEED SERVICE**

When direct bank feeds are set up from the Applicant’s UOB bank account(s), the Applicant’s UOB bank transactions are imported into Enterpryze’s platform(s) for reconciliation with the Applicant’s invoices or bills.

**2. PAYMENT FEED SERVICE**

When payment feeds are set up for the Applicant’s UOB bank account(s), Enterpryze consolidates the Applicant’s payment requests and sends them to UOB at specific intervals of the day for UOB to propose payment transactions on UOB’s Business Internet Banking (“UOB Infinity”) for the Applicant’s authorisation.

**3. CREDIT NOTIFICATION SERVICE**

When payments are received to the Applicant’s designated UOB bank account(s), UOB notifies Enterpryze of such payments so that Enterpryze alerts the Applicant through Enterpryze’s platform(s) of such payments.

**4. REPORT DELIVERY SERVICE**

When reports are received for the Applicant’s designated UOB bank account(s), Enterpryze submits such reports through UOB’s delivery channels.

We, the Applicant, hereby apply for the BizSmart Services (collectively, the “**Services**” and each a “**Service**”) as indicated in respect of our UOB bank account(s) designated in Appendix. We agree that we shall request Enterpryze to activate the Service(s) applied for herein through Enterpryze’s platform(s).

**APPLICANT’S INSTRUCTIONS AND TERMS AND CONDITIONS OF THE SERVICES**

We hereby give UOB the following instructions, authorisations and/or consent (where applicable to each Service):

- (a) our instructions and authorisations to UOB to collect, provide and/or disclose to MB Enterpryze Cloudware Limited and its Affiliates (as defined below) and Third Parties (as defined below) (collectively “**ENTERPRYZE**”) data (including Personal Data), instructions, authorisations or information relating to us or our accounts with UOB from time to time (collectively, “**UOB Information**”) for the purpose of the Services. Such UOB Information includes but is not limited to the information or data given in this Registration Form, bank statements of our UOB accounts and/or information and Personal Data of persons who enter into transactions with us such as our customers for the purpose of the Services;
- (b) our instructions and authorisations to UOB to collect, rely and/or act on data (including Personal Data), instructions, authorisations or information relating to us or our accounts with UOB, from ENTERPRYZE (collectively, “**Enterpryze Information**”) for the purpose of the Services. Such Enterpryze Information include but is not limited to our requests and instructions for withdrawals, transfers or other transactions in respect of our accounts with UOB, (that appear to have been provided by us to ENTERPRYZE or are represented by ENTERPRYZE to have been provided by us, through UOB’s FTS Servers or otherwise, for the Payment Feed Service (the “**Payment Requests**”); and.
- (c) any other instructions or authorizations from us from time to time.

The term “**Affiliates**” means with respect to MB Enterpryze Cloudware Limited, any of its officers or employees or any other company or person that, directly or indirectly, controls or is controlled by or is under common control with MB Enterpryze Cloudware Limited and their respective officers or employees. “**Control**” (including the correlative terms “controls”, “controlled by” and “under common control with”) means, with respect to any specified person, the possession, directly or indirectly, of the power or right to direct or cause the direction of the management or policies or powers of such specified person, including changes to the majority of directors or trustee of such specified person, whether through the ownership of share capital or voting securities, by contract or otherwise, it being understood that ownership of fifty per cent (50%) of the voting securities of another person shall in all circumstances constitute control of such other person. The term “**Third Parties**” means such other third parties to whom MB Enterpryze Cloudware Limited or its Affiliates may so decide at its sole discretion (including any third party sub-contractors and agents).

In consideration of UOB agreeing to provide the Services and to act upon the above instructions and authorisations, we, the Applicant, hereby acknowledge and/or agree to the following terms and conditions (where applicable to each Service):

1. UOB and ENTERPRYZE are independent contractors, and neither UOB nor ENTERPRYZE will have any rights, power or authority to act or create an obligation, express or implied, on behalf of the other party. UOB shall not be held responsible or liable for any act or omission by ENTERPRYZE in relation to or in connection with these Services.
2. UOB is authorised (but is not obliged) to collect, provide and/or disclose to ENTERPRYZE any UOB Information in any manner whatsoever for the performance of the Services and in this regard, is hereby explicitly relieved of any legal implications relating to banking secrecy and data privacy, whether pursuant to the Singapore Banking Act (Cap. 19), the Singapore Personal Data Protection Act (No. 26 of 2012) or otherwise.

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3. We acknowledge that UOB has no control over the UOB Information or any part thereof immediately after the UOB Information, or any part thereof has left UOB's servers to be disclosed by UOB to ENTERPRYZE for the purpose of the Services (where applicable). The use, access, control, disclosure, retention, destruction, protection, safekeeping, maintaining confidentiality and any other form of processing of such UOB Information that has been released to ENTERPRYZE shall no longer be subject to UOB's terms of use, but shall be subject to ENTERPRYZE's terms of use and/or agreement with us and UOB shall not be responsible or liable for such UOB information. However, insofar as the same information is in UOB's possession, we acknowledge that such information in UOB's possession shall remain subject to UOB's terms of use.
4. UOB is authorised (but is not obliged) to collect, rely on and/or act in accordance with any of the Enterpryze Information, including but not limited to the Payment Requests for the purpose of the Services. In this regard, we agree that UOB is authorised (but is not obliged) to regard all or any Enterpryze Information as true, complete, valid, authentic and accurate without any obligation to make further inquiries or check the authenticity of the Enterpryze Information or the authority of the persons giving such Enterpryze Information. UOB shall not be responsible for the consequences of any Enterpryze Information, including any instructions, being incomplete, unauthentic, garbled or inaccurate.
5. If any UOB Information or any of the Enterpryze Information contains any Personal Data of an individual (“**Relevant Individual**”), we hereby represent and warrant that we have obtained the consent of such Relevant Individual for, as the case may be, (a) UOB's collection, use and/or disclosure (including to ENTERPRYZE) for the purpose of the Services; and (b) ENTERPRYZE's collection, use and/or disclosure (including to UOB) for the purpose of the Services and/or for the purposes set out in the terms and conditions agreed between ENTERPRYZE and us. The term “**Personal Data**” in this Agreement includes any data of the Relevant Individual who can be identified from that data, or from that data and any other data that UOB and/or ENTERPRYZE are likely to have access to, such as the Relevant Individual's name, NRIC, passport or other identification number, telephone numbers, address, email address, and any other information relating to the relevant individual.
6. In addition to and without prejudice to the rest of the terms and conditions herein, we also acknowledge and agree, and shall procure the Relevant Individuals consent to, UOB and its related corporations using, collecting and/or disclosing the UOB Information or Enterpryze Information for data analysis, developing and improving UOB's products and service and for other purposes as described in UOB's Privacy Notice (Corporate).
7. To avoid doubt, disclosure of any or all UOB Information to MB Enterpryze Cloudware Limited by UOB may include disclosure to MB Enterpryze Cloudware Limited's Affiliates and such Third Parties, and we acknowledge and agree that MB Enterpryze Cloudware Limited may disclose any or all UOB Information to MB Enterpryze Cloudware Limited's Affiliates and Third Parties. Collection of Enterpryze Information by UOB from MB Enterpryze Cloudware Limited may include collection from MB Enterpryze Cloudware Limited's Affiliates and Third Parties, and we acknowledge and agree that UOB may collect Enterpryze Information which may be disclosed by MB Enterpryze Cloudware Limited's Affiliates and Third Parties to UOB.
8. We acknowledge and agree that in the event we request UOB to correct any UOB Information that has already been disclosed by UOB to ENTERPRYZE, UOB may not be able to require ENTERPRYZE to update the UOB Information once such UOB Information has left UOB's servers to be disclosed by UOB to ENTERPRYZE for the purpose of the Services.
9. We acknowledge that the servers of ENTERPRYZE may be located outside of Singapore, and agree that the UOB Information or the Enterpryze Information (as the case may be) may be routed through and stored on those servers or any other servers of ENTERPRYZE, whether in or outside Singapore.
10. In respect of the Payment Feed Service, UOB is authorised (but is not obliged) to propose transactions for our approval on UOB Infinity by relying on any Enterpryze Information including any Payment Requests. In the event that UOB decides to rely or act on any Payment Requests by proposing transactions for our approval on UOB Infinity, UOB shall be allowed such amount of time to do so as may be reasonable having regard to the systems and operations of UOB and the other circumstances then prevailing and shall not be liable for any loss arising from any delay on its part in proposing transactions on UOB Infinity. To avoid doubt, UOB shall be entitled in its absolute discretion to refuse to rely or act on any such Enterpryze Information including Payment Requests by not proposing transactions for our approval on UOB Infinity, including but not limited to the situations where:
  - (a) UOB has any doubt as to the authenticity, clarity or completeness of the Payment Requests;
  - (b) UOB suspects a breach of security or applicable laws, rules or regulations including laws and regulations which relate to preventing money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions;
  - (c) the form or content of such Payment Requests from ENTERPRYZE is not in accordance with the requirements or policies or practices as prescribed by UOB from time to time, and UOB shall not be liable to us as a result of such refusal.
11. In respect of the Payment Feed Service, for any transactions proposed by UOB for our approval on UOB Infinity, we shall be wholly responsible for any transactions that are approved or not approved by us and shall be solely responsible for ensuring the accuracy, completeness and authenticity of any transaction and that the transaction reflects our intent and our intended purpose,

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before approving of such transaction. We shall notify ENTERPRYZE and UOB immediately should we suspect that the Enterpryze Information including any Payment Requests are unauthentic or unauthorised.

12. In addition and without prejudice to any other right or remedy of UOB (whether under any other provisions herein or otherwise), we will hold UOB harmless from and indemnify UOB against all actions, proceedings, claims, liabilities, losses, damages, costs and expenses including legal costs on a full indemnity basis, howsoever suffered or incurred by UOB in connection with or arising out of:
- (a) our failure to comply with any of the terms or conditions herein;
  - (b) UOB relying or acting on or carrying out requests, instructions or authorisations given hereunder, including where such requests, instructions or authorisations are unauthorised or fraudulent;
  - (c) any act or omission by ENTERPRYZE in relation to the Services;
  - (d) any act or omission by us or ENTERPRYZE in relation to any UOB Information from the time it leaves UOB’s servers to be disclosed to ENTERPRYZE for the purpose of the Services;
  - (e) Enterpryze Information being unauthorised, inaccurate, garbled or incomplete;
  - (f) any delay, failure, fault, error, corrupted or missing files, unavailability or interruption in relation to ENTERPRYZE’s computer system, applications, software, hardware or devices;
  - (g) any interruption, delay or breakdown in the transmission of UOB Information or Enterpryze Information between UOB and ENTERPRYZE; or
  - (h) any change in applicable laws, rules, regulations or directives, whether in or outside Singapore, which are applicable to UOB or us, or to which UOB and/or ourselves are subject.
13. UOB shall not be liable in contract, restitution, tort (including negligence) or otherwise for any loss or damage or expense or costs (including legal costs) to us or any other person caused by or arising directly or indirectly out of:
- (a) the Bank’s execution or implementation of any requests, instructions or authorisations given hereunder (including where such requests, instructions or authorisations are unauthorised or fraudulent) provided that Bank acts in good faith;
  - (b) any act or omission by ENTERPRYZE in relation to the Services;
  - (c) any act or omission by us or ENTERPRYZE in relation to any UOB Information from the time it leaves UOB’s servers to be disclosed to ENTERPRYZE for the purpose of the Services;
  - (d) Enterpryze Information being unauthorised, inaccurate, garbled or incomplete;
  - (e) any delay, failure, fault, error, corrupted or missing files, unavailability or interruption in relation to ENTERPRYZE’s computer system, applications, software, hardware or devices;
  - (f) any interruption, delay or breakdown in the transmission of UOB Information or Enterpryze Information between UOB and ENTERPRYZE;
  - (g) any event of force majeure or events beyond UOB’s 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 UOB’s control or instruction or UOB’s inability to be aware of, any delay, fault or error, or attack by computer virus or illegitimate acts; or
  - (h) any change in applicable laws, rules, regulations or directives, whether in or outside Singapore, which are applicable to UOB or us, or to which UOB and/or ourselves are subject.
14. Without prejudice to the generality of the foregoing and notwithstanding any provision to the contrary in these terms or conditions or in any other agreement between UOB and us, UOB shall not in any event be liable to us for any indirect or consequential loss, or for punitive damages, whether arising from any breach of UOB’s obligations to us or otherwise.
15. For the purpose of the Services, the UOB Information and the Enterpryze Information may be disclosed by way of electronic transmission between UOB and ENTERPRYZE, and we acknowledge and agree that electronic services are subject to interruption, delay or breakdown for a variety of reasons.
16. Notwithstanding the other terms and conditions herein, UOB may at its sole and absolute discretion not comply with our instructions for any reason whatsoever, including but not limited to instructions to suspend or terminate the provision of UOB

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Information to ENTERPRYZE or to suspend or terminate the collection of Enterpryze Information from ENTERPRYZE.

17. UOB has the right to suspend or terminate any of the Services or part thereof at any time (including where our account(s) with UOB are closed or suspended or any reason whatsoever) without prior notice to us and UOB shall not be liable in contract, restitution, tort (including negligence) or otherwise for any loss or damage or expense or costs (including legal costs on an indemnity basis) to us or any other person caused by or arising directly or indirectly out of such suspension or termination. We hereby authorise UOB to disclose to ENTERPRYZE, in its absolute discretion, any information relating to such suspension or termination including without limitation and the accounts in respect of which any of the Services are suspended or terminated and where appropriate, the reason for such suspension or termination.
18. We may not request for the removal of any of our accounts in respect of any of the Services or for the termination of any of the Services except by 30 days' prior written notice to UOB. In the event that we request UOB to remove any of our accounts in respect of any of the Services or to terminate any of the Services, we agree and authorise UOB to notify ENTERPRYZE of such request, including without limitation disclosing to ENTERPRYZE any details of the account(s) which we have sought to be removed.
19. UOB may in its reasonable discretion amend, vary or supplement any of the terms or conditions herein.
20. These terms and conditions are in addition and are to be read together with any other agreements we may have with UOB from time to time including but not limited to the Terms and Conditions Governing Accounts & Services (Non-Individual Customers) and the UOB Business Internet Banking Service Agreement if we have subscribed or will be subscribing to UOB Infinity.
21. These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore. We submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore with respect to any legal proceedings which may be initiated in connection with these terms and conditions.