

TERMS AND CONDITIONS GOVERNING DIGITAL SERVICES

THE ACCESS AND/OR USE OF THESE SERVICES, FUNCTIONS AND FEATURES, INCLUDING OUR ONLINE BANKING, OUR WEBSITES AND THE UOB TMRW APPLICATION (COLLECTIVELY, THE "DIGITAL SERVICES") IS PROVIDED TO YOU BY UNITED OVERSEAS BANK LIMITED AND, WHERE APPLICABLE, THROUGH THE SUPPORTING SERVICES OF ITS SUBSIDIARIES, AFFILIATES AND BRANCHES (COLLECTIVELY, "UOB" OR "US"), SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

BY ACCESSING AND/OR USING THE DIGITAL SERVICES, YOU AGREE AND CONSENT TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT ANY OF THESE TERMS OR CONDITIONS, YOU MUST IMMEDIATELY DISCONTINUE YOUR ACCESS AND/OR USE OF THE DIGITAL SERVICES.

General, interpretation and definitions

- 1.1 By applying for or using any Digital Service, you are deemed to have read, understood and accepted all of the terms and conditions set out in these terms, as may be amended, modified or supplemented from time to time (these "**Digital Service Terms**").
- 1.2 These Digital Service Terms shall apply each time you access or make use of any Digital Service.
- 1.3 These Digital Service Terms supplement and are to be read together with:
 - (a) our [Terms and Conditions Governing Accounts and Services](#) (Individual Customers) ("**General Terms**");
 - (b) the terms and conditions governing the specific Account, Card or Service offered by us alone or by us together with third parties ("**Specific Terms**"); and
 - (c) the terms and conditions of any other document or agreement governing your relationship with us ("**Other General Terms**"), each as may be amended, modified or supplemented from time to time (together, the "**Other Terms**").
- 1.4 In the event of any conflict or inconsistency between provisions in the following documents, the provisions in the first mentioned document shall prevail over the second mentioned document:
 - (a) the Specific Terms;
 - (b) these Digital Service Terms;
 - (c) the General Terms;
 - (d) the Other General Terms.
- 1.5 General construction and interpretation
 - (a) **Our discretion:** whenever we are required to act, make a determination or exercise judgment in any other way, we may do so in our sole and absolute discretion.
 - (b) **When we act or refuse to act:** on any matter including any instruction or transaction, we do not need to provide any reason for our act or refusal unless required by Applicable Law.
 - (c) **Timing:** if we receive any instruction on a non-business day or after the specified clearance or cut-off times, we may treat the instruction as received on and may only carry out that instruction on the next business day.

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- (d) Words importing a singular number includes the plural number, and vice versa.
- (e) Words importing the masculine gender includes the feminine or neuter gender.
- (f) Headings and sub-headings are inserted for convenience only and do not affect the interpretation of these Digital Service Terms.
- (g) Any phrase introduced by the terms "other", "including", "include" and "in particular" or an similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

Terms of use and instructions

- 2.1 All instructions given through Digital Services, once given to us are irrevocable and binding on you. You agree not to dispute any instruction so given.
- 2.2 You are responsible for:
 - (a) the accuracy and completeness of all instructions;
 - (b) ensuring that all instructions are given in the manner specified by us;
 - (c) ensuring that your Account has sufficient funds for us to carry out any instruction;
 - (d) only using the same signature for all Accounts, Cards or Services;
 - (e) ensuring that the instructions are not varied or cancelled after they have been received or processed by us;
 - (f) following our instructions in connection with the Accounts, Cards and Services and complying with all Applicable Laws;
 - (g) giving us all documents and information and help we may need (whether for us to comply with our obligations under all Applicable Laws, to act on your instructions, for the operation of the Account, Card or Service or otherwise); and
 - (h) all instructions effected through the Digital Services or the use of your Password.
- 2.3 We can disregard any instruction or refuse to provide or allow you to use or access any Digital Service if:
 - (a) we are of the opinion that the instruction is inconsistent, incomplete, incorrect, misleading, unclear or conflicting, fraudulent or forged or not given in a manner specified by us;
 - (b) it is unreasonable and impracticable to do so;
 - (c) it is against our business practice or any internal policy or procedure;
 - (d) it is against any Applicable Law (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, the United Nations and the European Union);

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- (e) it results in an Account being overdrawn or exceeding the daily transfer limit or category limit on the Account or the transaction limit for any Account, Card or Service being exceeded;
 - (f) if a minimum balance requirement applies to the Account and the instruction would cause the Account balance to fall below that minimum balance;
 - (g) circumstances beyond our control prevent your instructions from being carried out; or
 - (h) you have not provided us with all documents, verification and information we require.
- 2.4 We do not guarantee that an instruction will be carried out within a particular timeframe or in any particular order and there may be a time lag between the time you provide an instruction and the time the instruction is carried out by us.
- 2.5 We may:
- (a) act on any instruction we believe in good faith has been given by you;
 - (b) act on incomplete, unclear, conflicting or multiple instructions if we reasonably believe we can correct the information or determine the order of acting without referring to you;
 - (c) require the use of Access Procedures for certain types of transactions and may, from time to time, specify additional conditions or change or implement new security procedures for accepting instructions;
 - (d) refuse to act on any instruction or cancel or reverse any instruction if we deem that action to be necessary, desirable or appropriate;
 - (e) refuse to act on any instruction that would result in transaction limits being exceeded;
 - (f) cancel or reverse any action taken on the basis of an instruction, demand refund, debit the Account, cause the amount to be unavailable for withdrawal or treat the Account as overdrawn or exceeding its limits, if:
 - (i) we need to correct any error or omission;
 - (ii) we are required to return funds to the payer or drawer;
 - (iii) we have not received cleared and unconditional funds in full or in time;
 - (iv) our internal checks indicate that the instruction was not from you; or
 - (v) we have reasonable grounds to do so for any other reason whatsoever; and

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- (g) agree to the variation or cancellation of any prior instruction on conditions we require. We will try to stop a transaction when instructed but we will not be responsible for any Loss you incur if we cannot do so.

- 2.6 You agree that where any person uses the Access Procedures to use or access the Digital Services or issue instructions through the Digital Services:
 - (a) we shall regard that person to be you;
 - (b) any use or access of the Digital Services shall be deemed to be use or access by you; and
 - (c) any instructions shall be deemed to be instructions that were validly issued and authorised by you and shall be valid, binding and enforceable on you.

Accordingly, we may act on such instructions or allow any such person to use or access the Digital Services without performing any check on such person's identity, the authenticity of any person's instructions or any person's authority to use or access the Services.

- 2.7 We will not be responsible for any Loss to you that results from us exercising our right of action under this section 2.

Communications

- 3.1 You shall take all steps necessary to allow Digital Services to send Push Notifications to your Equipment, including enabling Push Notifications.
- 3.2 Notices, information, documents and communications will be sent in the manner we deem appropriate, including via the Digital Service, including through Push Notifications sent to your Equipment (whether or not you are logged into the Digital Service).
- 3.3 You agree that unless otherwise expressly provided in writing, any notices, information, documents and communications sent by us to you via the Digital Services will be deemed effective or received by you at the time and date it is despatched from our Equipment to you.
- 3.4 We shall not be responsible for notices, information, documents and communications after they are sent.
- 3.5 Your communications and notifications to us are effective when actually received by us in a legible form.
- 3.6 Unless otherwise agreed between us, you must not use email to send us any communication and notification in connection with your Accounts, Cards and Services.

Statements and records

- 4.1 **Electronic statements**
Where we issue statements and confirmation advices in electronic form (collectively, the "**Electronic Statements**"), you agree that:
 - (a) Electronic Statements may be made available to you through the Digital Services, by email, or by any other methods as we may determine;

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- (b) you shall provide your email address or mobile number of which you are the registered or authorised user, or such other information we request to make the Electronic Statements available to you;
- (c) we are not liable for any non-receipt of the Electronic Statements, whether resulting from our mode of delivery, or an invalid email address or mobile number, or otherwise;
- (d) we can continue to make available the Electronic Statements through the Digital Services or such other channels as we may designate from time to time even if the email address or mobile number in our latest records is invalid; and
- (e) notwithstanding that Electronic Statements are issued, we may also issue printed copies of the statements and confirmation advices to your last known mailing address in our records.

4.2 **Records of transactions**

The date appearing on a transaction record may vary from the date appearing on the statement or confirmation advice, as transactions completed after cut-off times or on non-business days may be processed at a later date.

4.3 We may destroy, erase or stop maintaining any record (whether in paper, electronic, data or other form) after such time as permitted by Applicable Law.

4.4 Nothing in this section shall prevent us from rectifying any errors, omissions in any statement or confirmation advice and any such amended statement or confirmation advice shall be binding on you.

4.5 **Conclusiveness of records**

Any recording or note made by us of any instruction shall be final, conclusive and irrebuttable evidence of that instruction.

4.6 You agree that, absent manifest error:

- (a) all instructions, acknowledgments and agreements (including data, images, records and documents containing those instructions, acknowledgments and agreements) in electronic form (collectively, "**Electronic Records**") are final, conclusive and irrefutable evidence of the instructions, acknowledgments and agreements; and
- (b) our records in any form (including Electronic Records) and any certificate (including any statement, report or communication) we issue, or decision we make, about a matter or an amount payable, is conclusive, final and binding.

4.7 You further agree that any Electronic Records are original documents in writing and that you will not challenge their validity, admissibility or enforceability on the basis they are in electronic form.

Representations and warranties

5.1 We make no representation, warranty or undertaking of any kind, whether express or implied, statutory or otherwise:

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- (a) as to the accuracy, timeliness (owing to non-delivery or delayed delivery), completeness, security, secrecy or confidentiality of any notices, information, documents and communications, in any form, transmitted via the Digital Services;
- (b) that the Biometric Access Service will meet your requirements, or will always be available, accessible or function with any network infrastructure, system or such other services as we may offer from time to time; and
- (c) as to the security of the Unique Biometric Identifier authentication function of any Equipment and whether it works in the way that the manufacturer of the device represents.
- (d) that the functions contained in, or services performed or provided by, the Digital Services will meet your requirements, that the operation or availability of the Services will be uninterrupted or error-free, or that the Digital Services will be free from errors or defects.

Security procedures and responsibilities

6.1 ***Use of Access Procedures***

We may issue to you a Password in any combination of letters, numerals and characters.

6.2 We may deactivate or revoke the use of any Access Procedure without giving prior notice.

6.3 ***Required security precautions***

You shall:

- (a) take all precautions and reasonable care to prevent loss, theft, forgery, fraudulent or unauthorised use of your Account, Card or Digital Services;
- (b) keep your Password confidential at all times, and not allow anyone (without exception) to use your Password, as you are responsible for all transactions undertaken with your Password;
- (c) cooperate with us in any investigation or court proceeding, including permitting us or any supervisory or regulatory body to have access to your Equipment as we or the supervisory or regulatory body may request, and you shall co-operate in answering any of their queries in relation to any aspect of the Digital Services; and
- (d) for Cards in electronic form, promptly, upon our request, remove such Cards from your Mobile Wallet in any and all Equipment you had the Card installed on.

6.4 You must make a report to us as soon as possible when you:

- (a) suspect or become aware that your Card, Equipment, Password is lost, stolen, misused or tampered with;
- (b) suspect or become aware that a third party is aware of your Password; or
- (c) suspect or become aware that there has been unauthorised access to or use of your Card, Account, Equipment, or Password.

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- 6.5 If you inform us that the security of your Password (including your Unique Biometric Identifier) has been compromised, we may require you to change the Password, re-register your Unique Biometric Identifier or cease the use of the Biometric Access Services.

Amendments/Variation

- 7.1 We may amend or supplement these Digital Service Terms from time to time by notifying you in accordance with our usual practice. The amended or supplemented Digital Service Terms will be effective from the date specified in the notice.
- 7.2 If you do not accept the supplement or amendment to these Digital Service Terms, you must stop using the Digital Services. If you continue to use the Digital Services after the supplement and amendment takes effect, you are deemed to have accepted the change or addition without reservation.

Intellectual property rights

- 8.1 The present and future patents, copyrights, trade secrets, trademarks, service marks, graphics, images and logos and all other intellectual property rights (collectively, "**Intellectual Property**") in the Accounts, Cards, Services, and their respective contents (including improvements, developments, ideas, concepts, know-how or techniques submitted through the Digital Services; and functions, systems, and applications in the Digital Services (except for information pertinent to your Account(s) or information personal to you in your capacity as our customer)) is solely owned by us or licensed for use by us. You must not use or reproduce the Intellectual Property.
- 8.2 Subject to these Digital Service Terms, the Bank grants you, for the duration of the Digital Service Terms, a personal, limited, revocable, non-transferable and non-exclusive licence to enable, access and use the Digital Services on any Equipment used by you. You may not sub-license this licence or any other right granted under these Digital Service Terms.
- 8.3 No part of the Accounts, Cards, Services may be reproduced, distributed, published, modified, displayed, broadcast, hyperlinked or transmitted in any manner or stored in an information retrieval system without our prior written consent.
- 8.4 The Digital Services may include software that is licensed by third parties ("**Third Party Licensors**"). You shall not use the Digital Services in a manner which infringes the rights of the Third Party Licensors in any way. You will be liable if your use of the Digital Services infringes upon the rights of the Third Party Licensors.

Exclusion of liability

- 9.1 We are not liable for any Loss you may suffer in connection with the Accounts, Cards or Services howsoever arising, whether direct or indirect and whether reasonably foreseeable or not, even if we have been advised of the possibility of the Loss, including Loss from:
- (a) use (whether authorised or unauthorised), loss or theft of your Account, Card, Password or the Service;
 - (b) unavailability or improper functioning of any Service;
 - (c) any third party claims that our products or Services infringes their proprietary rights;

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- (d) any delay or error in or interception or loss of any notices, information, documents or communications from us, or instructions from you;
- (e) any payment restriction due to any Applicable Laws;
- (f) any incorrect interpretation by you of instructions given by us (if any);
- (g) our refusal to act on any instruction, or any other thing we do or do not do;
- (h) any action taken by us which we deem necessary to meet any obligation, in any jurisdiction, or to prevent prevention of any unlawful activity;
- (i) any loss of or destruction to or error in our records;
- (j) for the refusal of any Payee Corporation or financial institution or other party to accept a Card;
- (k) for any defect, deficiency, performance or the quality of the goods or services supplied by any Payee Corporation;
- (l) any strike, default, neglect or insolvency of any Payee Corporation or financial institution;
- (m) any injury to your credit, character and reputation howsoever arising (whether reasonably foreseeable or not) in connection with the repossession of any Card or request for its return or the termination of any Account;
- (n) any act or failure to act by a third party beyond our control;
- (o) us limiting, cancelling or suspending the operations or the use of any Card or Service in accordance with these Digital Service Terms or the Other Terms; or
- (p) any other circumstances beyond our control,

however, we will be liable for your direct Loss to the extent such Loss is caused directly by our fraud, negligence or wilful misconduct.

9.2 Without prejudice to the generality of clause 9.1, we are not liable for any Loss you may suffer in connection with Digital Services whether direct or indirect and whether reasonably foreseeable or not, even if we have been advised of the possibility of the Loss, including Loss from:

- (a) any delay in acting or failure to act on any of your instructions due to any breakdown, error, delay or failure in the transmission for any reason whatsoever;
- (b) poor or interrupted mobile network coverage;
- (c) any inaccurate, incomplete or delayed Push Notification;
- (d) any reliance by you or any other party on the content of any Push Notification;
- (e) any Malware which may interfere with any of our Digital Services; or any breakdown or malfunction due to any cause whatsoever, of computer software or Equipment whether belonging to us or not, used in connection with any of our Digital Services; or
- (f) any notices, information, documents or communications, in any form, which was transmitted via the Digital Services being
 - (A) lost, delayed, inaccurate, incomplete or intercepted; or
 - (B) created, processed or transmitted in any manner by a third party.

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- 9.3 Your access and use of the Digital Services is at your sole risk. To the fullest extent permitted by Applicable Law, the Digital Services are provided to you "as is" and "as available" basis. We disclaim all warranties and conditions (either express, implied or statutory) relating to the Digital Services, including its merchantability, satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment, availability, freedom from Malware, and non-infringement of third party rights.
- 9.4 ***No Warranty on Links, Agents, Third Party Services or Disputes***
We may provide links to Third Party Links. However, this does not mean that we guarantee the contents of the Third Party Links, endorse the products or services offered or have verified any information contained in the Third Party Links. Access to and the use of such Third Party Links is at your own risk and subject to the terms and conditions applicable to such access and/or use. We are not responsible for any loss or damage arising in connection with the Third Party Links.
- 9.5 We may make use of agents, consultants, sub-contractors and third parties to provide the Digital Services (including any notices, information, documents and communications in connection with it) or provide banking services. We are not responsible for any loss or damage arising in connection with the services provided by the agents, consultants, sub-contractors and third parties, their acts or omissions or the loss, destruction or delayed delivery of any instrument while in transit or in their possession.
- 9.6 Certain Cards give you access to services provided by third parties. You are responsible for the cost of all medical, legal or other services provided by these third parties. You acknowledge that third party services are provided on a best-effort basis and that these services may not always be available for reasons such as time, distance or location. Neither we nor the third party service provider, or the party paying for these third party services (for example, Visa International Service Association or Mastercard International Incorporated), is liable to you for any Loss in connection with the services provided.
- 9.7 ***No Advisory Duty***
The contents made available through the Digital Services are provided for general information only and should not be used as a basis for making any specific investment, business or commercial decision. Unless we expressly agree in writing, we do not assume any advisory, fiduciary or similar or other duties to you. We assume and will rely on the assumption that you have taken the necessary independent legal, tax, financial and other advice in relation to any Account, Card or Service or transaction.
- 9.8 ***Liability for Lost or Stolen Cards / Disclosure of Password***
If your Password is disclosed without your authorisation, you will remain liable for all unauthorised transactions effected after disclosure, unless you:
(a) immediately notify us of the disclosure of the Password;
(b) provide us with any documents we require (e.g. police report or statutory declaration); and

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(c) have established to our satisfaction that you have not, by your acts or omissions (directly or indirectly), caused or contributed to the occurrence of the disclosure of the Password.

9.9 You will remain responsible for all transactions on your Account and Card which were effected before the disclosure of your Password, but only presented to us for payment after we have received your notification of such disclosure.

9.10 You are responsible for notifying any Payee Corporation with whom there are standing payment arrangements on your Card or Account. If you do not notify the Payee Corporation and the standing payment arrangements are not terminated, we may debit the amounts from any of your other Accounts.

Indemnity

10.1 You agree to indemnify us and all our servants, employees, nominees, directors and agents for any Loss and embarrassment suffered by us (other than such Loss and embarrassment arising from our or our employees' and agents' wilful misconduct or negligence) in connection with:

- (a) your use of or any instruction you give us for any Account, Card, Service or transaction;
- (b) us acting on or carrying out or delaying or refusing to act on any instruction you give us;
- (c) searches and enquiries we make in connection with you;
- (d) the provision of any Service to you and the performance of our functions as your banker;
- (e) the preservation or enforcement of our rights as a result of your non-compliance with any of these Digital Service Terms or the Other Terms;
- (f) any action, court orders, judgments and proceedings of whatever nature (whether taken by us or any other party against you or otherwise) relating to the Account, Cards, Services or the monies in the Account;
- (g) our compliance with any existing or future law or regulation;
- (h) taxes payable by us in connection with your Account, Card or Services; or
- (i) any increased cost in our funding if there is a change in law or circumstances.

Miscellaneous

11.1 ***Waiver and Impairment***
Our rights under these Digital Service Terms or the Other Terms are not waived or affected by any delay in exercising those rights. Any partial exercise of our rights does not prevent us from exercising further rights or remedies.

11.2 These Digital Service Terms may be enforced in any country even if it is invalid or unenforceable in another country.

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- 11.3 ***Cumulative rights***
Our rights under these Digital Service Terms are without prejudice to any other rights and remedies against you or anyone else or under any other agreement or arrangement between us.
- 11.4 ***Assignment***
These Digital Service Terms are binding on you and us and on our successors or assignees. These Digital Service Terms are binding even if:
- (a) we change our name or constitution; or
 - (b) we consolidate or amalgamate with another entity.
- 11.5 You cannot assign your rights and obligations under these Digital Service Terms.
- 11.6 ***The Contracts (Rights of Third Parties) Act***
Unless we expressly state so, a person who is not a party to these Digital Service Terms has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce or enjoy the benefit of any of these Digital Service Terms.
- 11.7 ***Applicable Law and Jurisdiction***
These Digital Service Terms are governed by and will be interpreted according to the laws of Singapore.
- 11.8 Any dispute arising out of or in connection with these Digital Service Terms shall be referred to and finally resolved by the courts of Singapore.
- 11.9 This does not limit our right to bring legal proceedings in any country and to take concurrent legal proceedings in more than one country.
- 11.10 ***Limitation of Claim Period***
You agree not to bring any action against us in connection with any Account, Card or Service if more than one year has passed after the cause of action has arisen.
- 11.11 ***Actions Against Unlawful Activities***
We shall be entitled to take all actions we consider appropriate in order for us to meet any obligation or requirement, in any jurisdiction, in connection with the detection, investigation and prevention of financial crime including fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion or the enforcement of any economic or trade sanction ("**Financial Crime**").
- 11.12 You understand and agree that if we determine that any activities, conduct or circumstances you are involved in (whether directly or indirectly) may expose us to legal or reputational risk, or actual or potential regulatory or enforcement action, we shall, without being required to give any reason or notice to you, have the right to immediately:
- (a) close all Accounts and terminate all Services you have with us;
 - (b) delay, block or refuse the making or clearing of any payment, the processing of instructions or the application for Services or the provision of all or part of the Services;

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- (c) terminate or recall any or all advances or loans, credit or other financial or banking facilities (committed or uncommitted), accommodation, financial assistance or Services and demand repayment of all sums outstanding; or
- (d) make reports and take any other actions as we may deem appropriate.

11.13 You undertake that you will not initiate, engage in or effect a transaction (whether directly or indirectly) that may involve Financial Crime and agree to hold us harmless, indemnify us and keep us indemnified immediately on demand from and against any and all Liabilities or Losses which we may suffer or incur in connection with or arising from any breach by you of this undertaking.

11.14 ***Severability***

If any provision of these Digital Service Terms is found to be void, illegal, invalid or unenforceable, the other provisions of these Digital Service Terms will not be affected.

[More on services](#)

12.1 Use of Biometric Access Services

- (a) To use Biometric Access Services, you will need to:
 - (i) be a customer of UOB and be a valid user of the Digital Services;
 - (ii) have installed the App on your Equipment;
 - (iii) register for Biometric Access Services by completing the registration process by logging in to the Digital Services with your Digital Services Password; and
 - (iv) have at least one Unique Biometric Identifier registered in your Equipment.
- (b) You understand that upon the successful registration of your Equipment with Biometric Access Services, any Unique Biometric Identifier that is stored on your Equipment can be used to access the Digital Services including access to your Accounts. Each time any Digital Service detects the use of such Unique Biometric Identifier to access the Digital Services or authorise transactions, you are deemed to have accessed the Digital Services or instructed us to perform such transactions as the case may be.
- (c) You may still choose to access the Digital Services using your Digital Services Password.
- (d) You acknowledge that the authentication is performed by the Digital Services by interfacing with the Unique Biometric Identifier authentication module on the Equipment and that you agree to the authentication process.
- (e) You acknowledge and agree that, for the purposes of the Biometric Access Services, the Digital Services will be accessing the Unique Biometric Identifier registered in your Equipment, and you hereby consent to us accessing and using such information for the provision of the Biometric Access Services.

12.2 Use of Digital Services

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- (a) We may provide you with instructions to assist and enable you to use and access the Digital Services.
- (b) We may, from time to time, stipulate the minimum specifications of the Equipment necessary for you to use and access the Digital Services but are not obliged to support all versions of the Equipment. We accept no responsibility for your inability to access the Digital Services by reason of any deficiency in your Equipment.
- (c) You understand and agree that:
 - (v) you may be signed out of the Digital Services after periods of inactivity or after a period of being signed-in;
 - (vi) we may stop or make changes to the Digital Services, its contents, and the functions and services provided without giving any notice and for any reason whatsoever and for an indefinite period;
 - (vii) the nature of the internet and telecommunications services is such that communications or information shown to you online or electronically may be subject to interception or hacking, may be defective, inaccurate, incomplete or out of date or that transmission may either be delayed or fail entirely;
 - (viii) we may send you replacement Access Procedures if necessary;
 - (ix) you are responsible for ensuring your Equipment is free from Malware and that your Equipment does not lead to any disruption or interference with the Digital Services; and
 - (x) all costs of internet and electronic communications as well as any other expenses arising from the use of the Digital Services will be borne by you.
- (d) You shall not, either alone or in conjunction with any other person:
 - (i) store, process, alter, copy, distribute or otherwise deal in any way with any information, notification, data or document, in any form, obtained via the Digital Services, except for your use and for proper purposes;
 - (ii) omit, delete, forge or misrepresent transmission and contact information, including headers, return mailing and internet protocol addresses; and
 - (iii) transmit any materials or information through the Digital Services which are offensive, indecent, defamatory or which may not be lawfully disseminated under Applicable Laws or which contain Malware.

12.3 Mobile Wallet

- (a) By digitising your Card, you represent and warrant that you are the person to whom the Card was issued by the Bank.
- (b) You understand and acknowledge that, for Digitised Cards, certain account information in relation to the Cards will be transmitted to and stored in your Equipment upon successful digitisation of the Cards.
- (c) We may permit you to add the same Card to multiple Equipment, the exact number to be determined by us from time to time. You must agree

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to these Digital Service Terms each time you digitise your Card on any of your Equipment.

- (d) We may determine from time to time the Card types applicable for the Mobile Wallet.
- (e) In the event that:
 - (i) you change Equipment, you must remove any and all Digitised Cards in the existing Equipment that you do not intend to use;
 - (ii) you terminate the Mobile Wallet, you must remove all Digitised Cards in any and all Equipment; and
 - (iii) you terminate your Account in respect of a Digitised Card or upon request to return your Card, you must remove such Digitised Card in any and all Equipment.

12.4 App Privileges

- (a) Where we offer any rewards, gifts, privileges, or benefits ("**Rewards**") via the App, we have the discretion to make decisions on all matters, including:
 - (i) determining the Rewards which may be granted;
 - (ii) determining your eligibility for the Rewards;
 - (iii) determining the duration of any Reward and when it may be given; and
 - (iv) terminating, modifying, or changing any aspect of any Reward.
- (b) If you are determined to be ineligible to participate in any Reward, we are entitled to revoke or forfeit any Reward given to you and may require you to pay the full retail value of such reward.
- (c) We are not an agent of the merchant establishment participating in or supplying the Reward. Any dispute about the quality or service standard must be resolved directly with such merchant establishment and/or supplier. The merchant establishment and/or supplier may impose conditions for the usage and/or giving of the Reward.
- (d) We will not be liable or responsible for:
 - (i) any defect, quality, merchantability, fitness or any other aspect of a Reward;
 - (ii) the acts or omissions of the merchant establishment participating in or supplying the Reward; and
 - (iii) Losses arising in connection with any aspect of a Reward, including the redemption or usage of a Reward.

Insights and Rewards+

- (e) We may via the App present personalized insights on your account as well as information and offers on products, services, and promotions provided by us and/or our business partners. By using the App, you consent to the collection, use, processing, and disclosure of your personal, account, and transaction data for personalizing your experience on the App and for us to send you the said insights, information, and offers.

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- (f) These "Insight" and "Rewards+" features are integral to the App and cannot be disabled. If you withdraw your consent stated above, you will have to discontinue your use of the App.

UOB Coupons

- (g) We may offer coupons for goods and services via the App ("UOB Coupons"). UOB Coupons must be redeemed by their expiry date. Expired UOB Coupons shall be forfeited without compensation and cannot be replaced or renewed. UOB Coupons are personal to the UOB Cardmember, and cannot be transferred or assigned.
- (h) UOB Coupons are only valid for use with a valid UOB Credit or Debit Card issued in Singapore, except that the UOB UnionPay Card cannot be used for payment of online purchases.
- (i) UOB Coupons may come in the form of promotional ("Promo") codes, to be applied during checkout at a participating merchant's website. Promo codes cannot be utilised after the purchase is completed.
- (j) UOB Coupons are not valid with other promotions, offers, vouchers, loyalty programs or gift cards, unless otherwise stated.
- (k) Where minimum purchase amounts apply in connection with the use of UOB Coupons, the minimum purchase amount does not take into account taxes and fees, including but not limited to shipping and handling, unless otherwise stated. UOB Coupons cannot be used to offset any such taxes and fees, unless otherwise stated.
- (l) UOB Coupons are awarded on a first-come-first-served basis and are subject to availability.
- (m) Complimentary items obtained using UOB Coupons are not transferable or exchangeable in part or in kind for cash, credit or other goods and services. We and the participating merchant may replace or substitute any complimentary item with any other item of equal or similar value.

Scan To Pay

- (n) For Scan to Pay deals, you must make payment using a valid UOB Credit and/or Debit Card issued in Singapore by scanning the relevant QR code via the App at the participating merchant's payment terminal.
- (o) Scan to Pay deals are awarded on a first-come-first-served basis and are subject to availability.

Definitions

In this Agreement:

Access Procedures means (a) the usernames and Passwords, any information or procedure guides issued by the Bank or any other person specified by the Bank from time to time; and (b) any identification through Biometric Access Services which enables you to use and access the Digital Services.

Account means any account you now or hereafter have with us, any other account offered by us from time to time and any account used for the purposes of the Services and from which funds may be applied for the utilisation of Services, whether the account is opened singly or jointly.

App means the UOB TMRW application.

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Applicable Laws means all laws, rules, regulations and requirements, and any supporting laws, rules, regulations and requirements (including notices, directives, orders, court orders and rulings, judicial interpretation codes, customs or practices, guidelines or circulars) issued by any governmental authority, body, agency or exchange or clearing house, central depository or regulator of any jurisdiction in accordance with which a person is required or accustomed to act.

ATM means an automated teller machine or card operated machine which accepts the Card including but not limited to machines belonging to us or to Mastercard®/Visa Global ATM network or the Cirrus/PLUS System ATM network;

ATM Card means the card issued by us, with which you may access an Account by an ATM. Where such ATM Card is digitised, enrolled and stored electronically in mobile wallet(s) as part of Digital Services, ATM Card shall also mean such ATM Card stored electronically in a mobile wallet.

Biometric Access Services means the service provided by us, where you may use your Unique Biometric Identifier stored on your Equipment as a Password to access the Digital Services on your Equipment.

business day means any day other than a Saturday, Sunday, public holiday or bank holiday in Singapore. Business day for Foreign Currency deposits means a day on which we and any relevant business centre required for the relevant Foreign Currency transaction are open for business.

Card means each and any Debit Card, ATM Card or Credit Card.

Card Transaction means each and any transaction effected by: (a) the use of an ATM Card; (b) the use of a Debit Card through an ATM; and (c) any payment made or any amount charged for any products, goods, services or other benefits through or from the use of any Card (including a Credit Card) or Card number, or Password, or in any other manner regardless of whether a sales draft or other voucher or form is signed by you and whether authorization has been sought from us.

Costs means any costs, fees, charges, commissions or expenses and includes legal costs on a full indemnity basis.

Credit Card means any credit card issued by us, including any personal credit card, and any replacement or renewal of any of these or other credit cards that we may issue from time to time. Where such Credit Card is digitised, enrolled and stored electronically in mobile wallet(s) as part of Digital Services, Credit Card shall also mean such Credit Card stored electronically in a mobile wallet.

Debit Card means the card issued by us, with which you may make payments by direct debit from an Account. A Debit Card may also be an ATM Card. Where such Debit Card is digitised, enrolled and stored electronically in mobile wallet(s) as part of Digital Services, Debit Card shall also mean such Debit Card stored electronically in a mobile wallet.

Digital Services means any and all services, functions and features that are provided to you through electronic or online means on any Equipment, including online banking and the App.

Digitised Card means a Card digitised in accordance with our instructions and enrolled or stored electronically in your Mobile Wallet.

Electronic Records has the meaning given to it in clause 4.6.

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Electronic Statements has the meaning given to it in clause 4.1.

Equipment means any electronic, wireless, communication, transmission or telecommunications equipment, device or medium including any computer, mobile equipment, terminal, machine, system, hardware, software (including any plug-ins and any software for authenticating any Unique Biometric Identifier), and the internet, network connection or infrastructure, which may be required to use the Services.

Financial Crime has the meaning given to it in clause 11.1.

Foreign Currency means the lawful currency of any other country or monetary union, apart from the Singapore Dollar.

Intellectual Property has the meaning given to it in clause 8.1.

Liabilities means all debts, liabilities or obligations you owe to us now or in future, whether actual or contingent, primary or collateral, several or joint.

Losses means any losses, damages, penalties, claims, actions, demands, judgments, suits, Costs or disbursements of any kind.

Malware means all forms of software that interferes with the use of the App in any way or disrupts computer usage, including viruses, cyber-attacks, phishing e-mails, spyware, worms, logic software, bombs, Trojan horses or other similar harmful components.

Mobile Wallet means the UOB mobile wallet available on payment-supported Equipment through the App.

Password means the password (including one time passwords), login-ID, personal identification name, personal identification number (PIN), customer identification number (CIN), (made up of an access code and a PIN), username, word, phrase, symbol, code, electronic identification signature or codes, Unique Biometric Identifiers given to, or chosen by, you that is used to confirm your identity when accessing an Account or that is needed for:

- (a) access and use of any Account, Card or Service;
- (b) the operation of your Equipment; or
- (c) confirming your identity.

Payee Corporation means any merchant, establishment, billing organisation or relevant party whose bills can be paid through the use of a Card.

Push Notification means a message, including any content or data, which is transmitted as part of the App and delivered to your Equipment.

Services means any and all services, functions or features that we may provide to you, including the services set out in section 12.

SMS means short message service (also sometimes referred to as mobile text messaging).

Third Party Licensors has the meaning given to it in clause 8.4.

Third Party Links means other websites, software, mobile applications and platforms owned, controlled or offered by third parties.

Unique Biometric Identifier means any fingerprint, facial scan, or other unique biometric identifier as we may, in our sole discretion and from time to time, prescribe as an acceptable method of identification.

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we / us / our / ourselves / the Bank / UOB means United Overseas Bank Limited or its subsidiary bank, subsidiary, affiliate or branch, and includes any of their respective successor or assign.

you / yourself means you (whether alone or jointly with another person/persons).