

## Terms and Conditions of UOB eStatement Services

**This document** sets out the general terms and conditions which will apply to the eStatement Services we provide to you. These terms and conditions are binding on you therefore it is important that you read and understand this document. Please refer to clause 14 (Meaning of Words) for the definitions of some of the words used in this document.

Please contact the UOB Call Centre at 1800 222 2121 (toll free if calls are made from within Singapore) if you need any assistance.

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## **1. THESE TERMS**

1.1 The terms and conditions set out herein (“**Terms**”) shall apply from the date your application for the eStatement Services is accepted by us or from the date that you are enrolled for and use the eStatement Services, whichever is the earlier.

1.2 These Terms supplement, are additional to and are to be read together with:

(a) the terms and conditions governing the specific product or service offered by us alone or by us together with third parties; and

(b) the terms and conditions of any other document or agreement governing your relationship with us,

(a) to (b) above are collectively known as the “**Other Terms**”.

1.3 In addition to all other terms and conditions of these Terms, the Other Terms are the additional specific terms and conditions governing your use of the eStatement Services. Unless otherwise defined herein, capitalised terms have the same meaning as ascribed to them in Part K of our prevailing Terms and Conditions Governing Accounts and Services (Individual Customers).

1.4 If there is any conflict or inconsistency between these Terms and the Other Terms, these Terms shall apply over the Other Terms to the extent necessary to give effect to these Terms.

## **2. REGISTRATION, ENROLLMENT AND ELIGIBILITY**

2.1 To apply and register for the eStatement Services, you must:

(a) apply and register for eStatement Services in such manner prescribed by us at our discretion (including, without limitation, completing the registration process prescribed on the UOB Personal Internet Banking platform or on such other channel(s) as may be decided by us at our discretion); and

(b) provide us with true, accurate and complete information (including a valid mobile number and email address) and must promptly notify us of any change in the information provided. You will be solely responsible for the consequences of us acting or not acting on any inaccurate, incomplete, garbled, illegible or outdated information that you provide us.

2.2 Notwithstanding anything to the contrary, you agree that we have the absolute discretion to make the eStatement Services available to you on such terms and conditions as we may notify you and in such manner as may be prescribed by us at our discretion, including automatically enrolling you into the eStatement Services.

2.3 We reserve the right to reject any application to register for the eStatement Services or to not make eStatement Services available to you.

2.4 Upon our acceptance of your application for eStatement Services or upon your enrolment into the eStatement Services (as the case may be):-

(a) the paper based statement of account will cease to be generated by the next Statement Date or such other subsequent Statement Date as may be decided by UOB in its discretion; and

- (b) selected paper based transaction records, advices and notifications, as may be decided by us at our discretion, will cease to be generated by such date as may be decided by us at our discretion

and will cease to be sent to your last known or recorded mailing address.

- 2.5 By accessing and using eStatement Services or upon initial logon, by clicking on an “I AGREE”, “I CONSENT” or other similarly worded button or entry field (as the case may be), you are deemed to have read, understood and accepted and acknowledged all these Terms and the Other Terms.
- 2.6 (a) Without prejudice to the Other Terms, if you have a joint Account, each joint account holder will be able to view such Account independently through the eStatement Services and is deemed to have consented to our disclosure of his/her information to any other joint account holder(s).

### **3. FEES AND AMENDMENTS**

3.1 We reserve the right to:

- (a) impose fees for your use of the eStatement Services at our sole discretion at any time upon giving notice to you; and
- (b) revise these Terms and any applicable fees, guidelines, notices, operating rules and policies and instructions at any time.

We will notify you in accordance with our usual practice and the changes (including the imposition or amendments to any fees paid or payable for the eStatement Services) (the “**Changes**”) will take effect on the date specified in the notice.

3.2 You agree that by accessing and using the eStatement Services after the Changes(s) take effect, you are deemed to have accepted the changes to:

- (a) these Terms;
- (b) any fees; and
- (c) guidelines, notices, operating rules and policies and instructions pertaining to the use of the eStatement Services,

without reservation, as the case may be. If you do not accept the Changes, you must stop accessing or using the eStatement Services and terminate your access and use of the eStatement Services immediately.

### **4. USE OF THE ESTATEMENT SERVICES**

- 4.1 (a) The Electronic Statements shall only be available for viewing after the applicable cycle cut-off date (“**Statement Date**”) and the Electronic Advices (where applicable), shall only be available for viewing after such date as UOB shall so determine at its discretion (“**Transaction Date**”) via such manner as selected by you or, where applicable, decided by us at our discretion. You may switch the manner in which you receive the Electronic Statements or the

Electronic Advices by notifying us in such manner prescribed by us at our discretion. The eStatements shall remain available for viewing for a period of five (5) years (or for such other period as decided by UOB and notified to you) from the date (“**Date**”) we send you an SMS or email notification (as selected by you in your subscription form for the eStatement Services or as decided by us at our discretion (using your last known mobile number or email address in our records)) to inform you that the relevant eStatement is available for viewing. The Date shall be deemed to be the date the relevant eStatement was delivered to and received by you.

(b) Where eStatements are sent via electronic mail to your email address (“**Selected Email**”) that you provided to us at registration or that is last known in our records, such eStatements can only be accessed/viewed using a password (“**Password**”).

You:-

- (i) are deemed to be the registered owner and designated user of the Selected Email and you represent and warrant that you have taken all necessary security measures and precaution to ensure that the Selected Email is not accessed by any unauthorized party;
- (ii) hereby release us from any liability whatsoever resulting from any unauthorised access from any party;
- (iii) agree and confirm that we do not warrant the timeliness, security, confidentiality or availability in the transmission of the eStatements to the Selected Email;
- (iv) are responsible for and must take all precautions to:-
  - (1) safeguard and prevent loss, theft, fraudulent or unauthorized use of the Password; and
  - (2) safeguard and keep the Password confidential to prevent fraudulent or unauthorised access to your eStatements;
- (v) shall not reveal the Password to any person and shall take all steps to prevent:-
  - (1) discovery of the Password or any information about you by any person; and
  - (2) disclosure of the Password or any information about you to any person;
- (vi) shall immediately change the Password and make a report to us when you:
  - (1) suspect or become aware that the Password is lost, stolen, misused or tampered with;
  - (2) suspect or become aware that someone else knows the Password; or
  - (3) suspect or become aware that there has been unauthorised access to or use of or knowledge of or discovery of or disclosure of the Password; and

(vii) agree that we shall not be liable for any Loss or damage arising from or in connection with any loss, theft, unauthorised use, misuse or tampering of or discovery of or disclosure of the Password (including, without limitation, any disclosure to any person of any information relating to you and/or the Accounts) or any information about you or any defect, default, deficiency, malfunction, interference or any consequence arising as a result of your failure to comply with clause 4.1(b)(i) to (b)(vi) above or any other security measures to be undertaken by you pursuant to the Other Terms.

(c) You acknowledge and agree that:

(i) the mobile number and/or email address you provided to us at registration or your mobile number and/or email address last known in our records is valid and that you are the registered owner on record and the designated user of such mobile number and/or the email address provided and in the event of any changes, you will inform us of the updated mobile number and/or email address in accordance with the relevant procedures prescribed by us; and

(ii) notwithstanding the foregoing:

(1) we will continue to make available the eStatement via the Personal Internet Banking platform or such other channels as UOB may designate from time to time even if the mobile number and/or email address (as may be updated by you from time to time as evidenced in our records) is invalid;

(2) it is your responsibility to, from time to time, regularly check all eStatements made available by us to you (including, without limitation, to check for any unauthorized transactions) even if you do not receive any notifications on the relevant eStatement's availability and you agree to make payment in a timely manner;

(3) you agree to notify us immediately when you are unable to review any eStatement or if you are aware of any unauthorized transaction(s) on any of the eStatements or if the details of any eStatements is known to someone else or compromised in any manner.

4.2 You acknowledge and agree that we may at any time at our sole and absolute discretion and without giving any reason or prior notice, require that you identify yourself by alternative means, without us incurring any responsibility for any Loss or expense arising thereof which you may incur or suffer from.

4.3 You agree to check all eStatements made available by us to you. Unless you object in writing to any of the entries contained in the eStatements in accordance with the applicable procedure and timeline as set out in each eStatement, you will be deemed to have accepted all the entries contained in such eStatement as true and accurate and binding on you, and the eStatement shall be conclusive evidence of the transactions stated therein without further proof (except as to any alleged errors so notified and save in the case of manifest error), subject to our right to rectify any error which we in our discretion determine may have been made or reflected.

- 4.4 We reserve the right, but shall not be obliged to:
- (a) monitor, screen or otherwise control any activity, content or material on the Personal Internet Banking platform or such other channels as UOB may designate from time to time. We may, in our sole discretion, investigate any violation of the terms and conditions contained herein and may take any action we deem appropriate;
  - (b) prevent or restrict your access to the Personal Internet Banking platform or such other channels as UOB may designate from time to time;
  - (c) report any activity we suspect to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities; and/or
  - (d) request any information and data from you in connection with your use of the eStatement Services at any time and to exercise our right under this clause 4 if you refuse to divulge such information and/or data or if you provide and we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.
- 4.5 We may, from time to time and without giving any reason or prior notice, upgrade, modify, restrict, or suspend the provision of, whether in whole or in part, any eStatement Services and shall not be liable if any such upgrade, modification, restriction or suspension prevents you from accessing any part of the eStatement Services.
- 4.6 Where you have a joint Account, you acknowledge and agree that each joint Account holder can change his/her mode of receipt of eStatements for the joint Account at any time without obtaining prior consent from you or the other Account holders. If your use of eStatement Services is terminated for that joint Account, you acknowledge and agree that those other joint Account holders will continue to receive eStatement Services for that joint Account.
- 4.7 Notwithstanding anything to the contrary, you agree that we have the discretion:-
- (a) to decide whether to avail the eStatement Services (or any part thereof) to you;
  - (b) to decide the type of eStatements which is to be made available for an Account and the mode of your receipt of eStatements for an Account; and
  - (c) to suspend your use of the eStatement Services at any time with or without prior notice to you.

## **5. NO WARRANTY**

- 5.1 The eStatement Services are provided on an “*as is*” and “*as available*” basis. No representations or warranties of any kind, implied, express or statutory, including the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, are given in conjunction with the eStatement Service. Without prejudice to the generality of the foregoing, we do not warrant:
- (a) the accuracy, timeliness, adequacy, commercial value or completeness of all data and/or information contained in the eStatement Services;

- (b) that the eStatement Services will be provided uninterrupted, secure or free from errors or omissions, or that any identified defect will be corrected;
  - (c) that the eStatement Services are free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros; and
  - (d) the security, secrecy or confidentiality of any information transmitted by you or to you through the eStatement Services, and you accept the risk that any information transmitted or received through the eStatement Services may be accessed by unauthorised third parties and/or disclosed by us or our officers, employees or agents to third parties purporting to be you or purporting to act under your authority. Transmissions over the Internet and electronic mail may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the Internet.
- 5.2 You also agree that the Bank shall not liable in any manner for any disruption, unavailability of the eStatement Services, communication, electrical or network failure that may result in the eStatements being incomplete, unavailable or delayed in transmission.
- 5.3 In addition, you acknowledge that the use of and the transmission of information via electronic mail may not be guaranteed to be secure and that the information transmitted may be liable to errors, viruses, delay, interception, modification or amendment by unauthorized persons, the transmission may be disrupted, interrupted, delayed or incorrect. You will also not hold us responsible for any errors, viruses, delay, inaccuracy, Losses, damages whatsoever arising from or in connection with the use of eStatement Services for the transmission of eStatements via electronic mail including but not limited to any interception, modification or amendment, disruption, interruption, delay or inaccuracy of electronic mail or internet transmission or other communication equipment or facilities. For the avoidance of doubt, we shall not be responsible for any losses suffered whether direct, indirect, consequential, or special Loss.

## **6. LIMITATION OF LIABILITY**

- 6.1 Without prejudice to the Other Terms:
- (a) we will use reasonable efforts to ensure that the eStatement Services are operated and managed properly, and that online login access via Personal Internet Banking and the eStatement Services are adequately protected and, where applicable, authenticated; and
  - (b) save in the case of our fraud, negligence or wilful misconduct, we (including our employees, agents and/or independent contractors) shall not be liable for any Loss arising from or in connection with the eStatement Services which you may suffer or incur.
- 6.2 Any risk of misunderstanding, error, Loss or expense resulting from the use of the eStatement Services is entirely your own and we (including our employees, agents and/or independent contractors) shall not be liable in any manner therefor to you, save in the case of our fraud, negligence or wilful misconduct.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 The copyright in and to the contents of the eStatement Services (except for information pertinent to your Accounts or information personal to you in your capacity as our customer) is owned by or licensed for use by UOB. No part of the contents may be reproduced, distributed, published, modified, displayed, broadcast, hyperlinked or transmitted in any manner or by any means or stored in an information retrieval system without our prior written consent.
- 7.2 The trademarks, service marks, graphics, devices and logos displayed on the eStatement Services are our sole and exclusive property or that of other relevant third parties. No right or license is given to you for any reproduction or use of any such trademark, service mark, graphic, device and logo.

## **8. TERMINATION**

- 8.1 In addition to the Other Terms:
- (a) we may, in our sole discretion, with immediate effect upon giving you notice, terminate your use of the eStatement Services. We may bar access to the eStatement Services (or any part thereof) for any reason whatsoever, including a breach of any of these Terms or if we believe that you have violated or acted inconsistently with any terms or conditions set out herein, or if in our opinion or the opinion of any regulatory authority, it is not appropriate to continue providing the eStatement Services;
  - (b) you will not be able to view your eStatements on the UOB Personal Internet Banking platform if you terminate or have been terminated from, the Personal Internet Banking service; and
  - (c) you can cancel and terminate your use of eStatement Services via such methods and pursuant to such time lines as decided by UOB in its discretion.
- 8.2 Upon termination of eStatement Services, UOB shall use its reasonable endeavours to generate paper based statements of accounts, transactions records or advice or notifications to your last known or recorded mailing address by the next relevant applicable Statement Date or applicable Transaction Date, as the case may be. However you understand that the termination of the eStatement Services may not take effect immediately, subject to the processing times of such termination by UOB. Therefore, if the cycle cut-off date (or, where applicable, Transaction Date) falls within the processing time, the applicable eStatements may continue to be sent to you.

## **9. CONSENT TO DISCLOSE INFORMATION**

- 9.1 You acknowledge and agree that you have read and understood relevant consent to disclosure clauses in the Other Terms, and you consent to the same for purposes of the eStatement Services as contemplated in these Terms.



## **10. MISCELLANEOUS**

### **10.1 Impairment of Terms**

If any of these Terms is invalid, unlawful or unenforceable under the laws of any country, it shall not affect or impair the validity, legality or enforceability of the rest of these Terms and/or these Terms under the laws of any other country.

### **10.2 Binding and conclusive**

You acknowledge and agree that any records maintained by us or our service providers relating to or in connection with the eStatement Services shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of any information and/or data transmitted between us and you.

### **10.3 Waiver**

Any failure or delay by us in exercising or enforcing any right we have under these Terms does not operate as a waiver of and does not prejudice or affect our right subsequently to act strictly in accordance with our rights.

### **10.4 Force Majeure**

(a) Without prejudice to the Other Terms, in the event we are unable to observe or perform any of these Terms due to or caused by events beyond our control or events which we cannot reasonably be expected to prevent or avoid, we shall be excused from performing these Terms for the duration of the disabling event. UOB shall not be liable for any delay, Loss, or inconvenience caused or arising from or in connection with the disabling events.

(b) Examples of such events include but are not limited to equipment, system or transmission link malfunction or failure, fire, flood, explosion, acts of elements, acts of God, acts of terrorism, wars, accidents, epidemics, strikes, lockouts, power blackouts or failures, labour disputes or acts, demands or requirements of governments.

### **10.5 English Version to Prevail**

If we decide to provide these Terms in a language other than English and there are differences in meaning between the English version and the translation, the meaning in the English version shall prevail.

## **11. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

Unless we expressly state so, a person who is not a party to these 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 Terms.

## **12. MONEY LAUNDERING ETC**

We may take all actions we consider appropriate in order for us to meet any obligation or requirement, either in Singapore or elsewhere in the world, in connection with the prevention of any unlawful activity including fraud, money laundering, terrorist activity, bribery, corruption, or tax

evasion or the enforcement of any economic or trade sanction. The actions we may take include closing your Accounts and terminating all eStatement Services and making such reports and taking such actions we may deem appropriate. In so doing, we will not be liable for any direct, indirect or consequential Loss suffered by any party.

### **13. GOVERNING LAW AND JURISDICTION**

13.1 These Terms are governed by and interpreted according to the laws of Singapore. You agree to irrevocably submit to the exclusive jurisdiction of the courts of Singapore which means that legal proceedings against us can only be brought in the courts of Singapore.

13.2 This clause 13 does not limit our right to bring legal proceedings in any country and to take concurrent legal proceedings in more than one country.

### **14. MEANING OF WORDS**

14.1 **Account** refers to any account (including, without limitation, banking account, investment accounts, secured loan accounts, secured investment loan accounts, credit card accounts, debit cards accounts) that you now or hereafter have or maintain with us, whether alone or jointly with another person.

14.2 **Equipment** means any compatible electronic, wireless, communication, transmission or telecommunications equipment, device or medium including but not limited to the Internet, any computer or mobile equipment, device, terminal or system which may be required to access and use the eStatement Services.

14.3 **Electronic Advices** means the electronic form of the transactional records, the notifications and the advices that is/are sent by UOB.

14.4 **Electronic Statement** means the electronic form of your periodic statement of account with UOB.

14.5 **eStatements** refers collectively to the Electronic Statements and the Electronic Advices.

14.6 **eStatement Services** mean the service whereby UOB will allow you to receive a copy of the eStatements via the Personal Internet Banking platform or via such other channels as UOB may designate from time to time.

14.7 **Personal Internet Banking** means the personal internet banking services and/or products we offer from time to time through any Equipment that enables you to access your Accounts and/or effect banking and/or other transactions electronically. You can view our full range of personal internet banking services and/or products [here](#).

14.8 **UOB/we/our/us** mean United Overseas Bank Limited and shall include its successors and assigns.

14.9 **you/your** means the holder of the Account.

Please note that words importing singular includes the plural and vice versa.