



## UOB BUSINESS INTERNET BANKING SERVICE AGREEMENT FOR NON CUSTOMER

As part of the UOB Group's trade finance offerings, you are invited to access UOB's Business Internet Banking Service to facilitate UOB's Financial Supply Chain Management ("FSCM") program.

Please note that entering into this Agreement does not mean that you are a customer of UOB Group Bank but it will provide you with limited access to the UOB Business Internet Banking Service which will entitle you to request UOB to purchase receivable(s) or direct funds to be paid to your account as part of our FSCM program for our customers.

### 1. Definition and Interpretation

1.1 In this Agreement, the following words and expressions shall have the meanings set out hereunder unless the context otherwise requires:

"Agreement" means this Business Internet Banking Service Agreement For Non Customer and the applicable Country Addendum and supplementary terms issued by any UOB Group Bank incorporating such amendments and variations as may be effected by any UOB Group Bank from time to time in accordance with any of the provisions hereof.

"Applicable Laws" means all statutes, laws, rules, regulations, directives, circulars, notices (whether of governmental body or authority or self-regulatory organisations in relation to which any UOB Group Bank is a member, or otherwise), whether in or outside Singapore which are applicable to any UOB Group Bank and/or the User and/or to which any UOB Group Bank and/or the User is subject.

"Authorised User" means a person authorised by the User to perform day-to-day transactions and to receive, hold and/or use any Security Token on behalf of the User.

"Banking Day" means a day on which any UOB Group Bank is open for business in the country in which it operates.

"Business Internet Banking" or "BIB" means the business internet banking system from time to time made available by any UOB Group Bank, enabling the User to communicate with such UOB Group Bank through any Equipment.

"BIB Mobile Services" mean any service provided by any UOB Group Bank to the User using Business Internet Banking (including without limitation the empowerment of Delegate Users to provide information and confirm on behalf of the User in respect of matters described in this Agreement) through the medium of a mobile Equipment.

"BIB Software" means all software used for the purpose of the provision to the Business Internet Banking, the Services or any other service.

"Company Signatory" means a person authorised by the User (whether alone or jointly with any other person or persons) to utilise and operate the Services for and on behalf of the User and/or submit information or requests and/or execute or sign any instrument and/or to receive, hold and/or use any Security Token on behalf of the User.

"Country Addendum" means the additional and specific terms applicable in the country or region in which a UOB Group Bank provides the Services.

"Delegate User" means any of the Company Signatories and Authorised Users or any combination thereof, who is/are authorised by the User from time to time to access and use Business Internet Banking.

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

"instrument" includes any cheque, cashier's order, demand draft, bill of exchange, note, bond, acceptance, communication or request or order for payment or transfer, contract, certificate or other document.

"Loss" means any and all injuries, liabilities, losses (including indirect and consequential losses), damages, costs, charges and/or expenses of whatsoever nature or however arising, including legal fees on a full indemnity basis.

"Officer" means any director, officer, employee or servant of any UOB Group Bank.

"Password" means any number, password or other names, phrases, symbols or codes, whether issued or assigned by any UOB Group Bank to a Delegate User or otherwise, or selected by a Delegate User to enable him to utilise the Services or operate any Security Token on behalf of the User and includes any other number, password, name, phrase, symbol or code issued, assigned or selected in replacement thereof. For avoidance of doubt, "Password" includes one-time passwords ("OTP") and response codes generated by Security Tokens.

"person" includes any natural person, any firm, association of persons, corporation or entity.

"Security Token" means any token, security device or such other storage device issued and/or designated by any UOB Group Bank for use by the User or a Delegate User for the account of the User (including or incorporating any replacements, upgrades, or enhancements thereto) to generate OTPs or response codes for the purpose of enabling such UOB Group Bank to verify and authenticate the identity of such Delegate User for his access and use of Business Internet Banking and the Services.

"Services" means any service provided by any UOB Group Bank to the User using Business Internet Banking including, without limitation to the following:

- (i) in respect of invoices representing debt obligations, uploading of the said invoices onto Business Internet Banking and, receiving acceptances from the buyer, that such invoices represent the buyer's obligation to pay the amounts set out in the invoice on the due date set out in the invoice;
- (ii) BIB Mobile Services.

For avoidance of doubt, the Delegate Users are empowered to agree on behalf of the User on any and all matters described in this Agreement.

"transaction" means any transaction involving any trade services provided by any UOB Group Bank as part of the FSCM program for UOB Group Bank's customers.

"UOB Group Bank" means United Overseas Bank Limited, its branches and its subsidiaries, wherever situated. As the context may require, the UOB Group Bank means (i) in relation to each transaction carried out or transmitted through Business Internet Banking, the UOB Group Bank to which the communication or requests for that transaction relate or has its closest connection, or (ii) the UOB Group Bank to which the User is or may be indebted or otherwise liable.

"User" means the person who accepts and enters into this Agreement.

"User ID" means the identification characters or number (whether or not alpha-numeric) issued and assigned by the UOB Group Bank to the User or otherwise selected by the User or subsequently selected by a Delegate User to access Business Internet Banking and the Services and for the purpose of enabling the UOB Group Bank to verify and

authenticate the identity of such Delegate User for its access to Business Internet Banking and the Services and includes any other characters or numbers so assigned or selected in replacement thereof.

"Website" means the website presently located at [www.uobgroup.com](http://www.uobgroup.com) (or any replacement or successor domain name), and includes any website operated and/or maintained by or for any UOB Group Bank from time to time and at any time.

- 1.2 The headings or titles to the terms and conditions in this Agreement are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of this Agreement.
- 1.3 Where the context so admits, the singular shall include the plural and words in the masculine gender shall include the feminine gender and/or neutral gender and vice-versa.
- 1.4 The rights of any UOB Group Bank with respect to any matter conferred under any provision of this Agreement shall be additional to the rights conferred under any other provision of this Agreement with respect to the same matter.
- 1.5 Any reference to a party in this Agreement shall include a reference to his successors in title and permitted assigns, except that the foregoing shall not apply in respect of any purchase of receivables by a UOB Group Bank.
- 1.6 This Agreement may be amended in accordance with its terms from time to time and is in addition to any other agreement which the User may have with any UOB Group Bank including terms and conditions which are or may be prescribed by any UOB Group Bank from time to time in respect of certain Services and such agreements and terms and conditions shall be considered an integral part of this Agreement.

## **2. Application of Agreement**

- 2.1 This Agreement shall constitute an agreement between the User and each UOB Group Bank (collectively the "Parties" and each a "Party") and shall apply not only in relation to those Services currently requested or applied for by or for the User but also to all Services currently utilised by or for the User and to other Services which have been or would be utilised by the User from time to time.
- 2.2 In the event of any conflict or inconsistency between any of the provisions of this Agreement and any of the provisions of any previous or subsequent agreement between any UOB Group Bank and the User with respect to any Services, to the extent of such conflict or inconsistency:
  - (a) the provisions of this Agreement governing the usage and operation of any Services through Business Internet Banking shall prevail over any such previous or subsequent agreement governing the Service; and
  - (b) the provisions of such previous or subsequent agreement governing the Service will prevail over the provisions of this Agreement in all other situations.
- 2.3 Notwithstanding anything to the contrary herein, the terms of this Agreement shall not affect or diminish in any way the rights of any UOB Group Bank referred to or set out in the Website, including, but not limited to any and all exclusions, disclaimers and limitations of any liabilities of any UOB Group Bank, referred to or set out in the Website.

## **3. Services**

- 3.1 The Services enable the User to:
  - (a) communicate with any UOB Group Bank in relation to services the User receives;
  - (b) request that UOB Group Bank purchases receivables or does such other thing in accordance with, and

- (c) upload invoices in accordance with,  
that UOB Group Bank's customer's FSCM program.
- 3.2 The User acknowledges and agrees that communications and requests are irrevocable. The User authorises any UOB Group Bank to act on and accept the User's communications and requests apparently provided by the User or by any Delegate User.
- 3.3 All communications and requests must be provided through Business Internet Banking using the appropriate User ID(s) and Password(s).
- 3.4 Each UOB Group Bank may (but shall not be obliged to) rely and act upon any communication or request and to the extent that any such communication or request is relied, acted upon or carried out by any UOB Group Bank, it shall be deemed to be correct and have been given by the User to that UOB Group Bank, notwithstanding anything to the contrary.
- 3.5 UOB Group Bank shall be under no obligation to check the authenticity, completeness, form, accuracy or genuineness of any communication or request or the authority of the person or persons providing such communication or request. Each UOB Group Bank shall be entitled (but not obliged) to verify and be satisfied with respect to:
- (a) the identity of the person purporting to give any communication or request or the source and origin of any communication or request; and/or
  - (b) the representation of authority of any Delegate User to act for the User,
- and any UOB Group Bank may defer relying or acting upon any communication or request unless and until it is satisfied as to the matters on which it had sought verification.
- 3.6 In the event that any UOB Group Bank decides to rely or act on any communication or request, that UOB Group Bank shall be allowed such amount of time to act as may be reasonable having regard to the systems and operations of that UOB Group Bank and the other circumstances then prevailing and shall not be liable for any Loss arising from any delay on its part.
- 3.7 In the event that the User makes a request to any UOB Group Bank to modify or cancel any communication or request, that UOB Group Bank will take reasonable endeavours to attend to the request but shall not be liable for any failure to modify or cancel the same.
- 3.8 Where any communication or request to any UOB Group Bank is ambiguous or inconsistent, that UOB Group Bank shall be entitled to rely or act on any communication or request in accordance with any reasonable interpretation thereof.
- 3.9 Where any communication or request to any UOB Group Bank is inaccurate or incomplete, that UOB Group Bank shall not be liable for any Loss or delay arising from the inaccuracy or incompleteness of such communication or request. The User shall be solely responsible for ensuring the accuracy and completeness of any communication or request, and that the communication or request reflects the User's intent and achieves the User's intended purpose.
- 3.10 Each UOB Group Bank may, in its absolute discretion and without liability, refuse to act on or delay acting on any communication or request if it knows of or suspects a breach of security in respect of or in connection with the operation of the Services generally, or if it has terminated this Agreement pursuant to Clause 11 hereof. In the event that UOB Group Bank does not act on or delays acting on a communication or request pursuant to the foregoing, the User shall be informed of this as soon as is reasonably possible.
- 3.11 All communications and requests given to any UOB Group Bank and transactions

effected or made by the User on any day after the time stipulated by that UOB Group Bank as the latest time by which communications or requests or transactions of the same nature on that day should be effected or made, may at the election of that UOB Group Bank be treated as communications or requests or transactions given or transactions effected or made on the next Banking Day immediately following that day.

#### **4. Security Tokens**

4.1 Each UOB Group Bank grants the User and/or the Delegate Users a non-exclusive, non-transferable licence to use Security Tokens for the purposes of enabling the User and/or Delegate User to access Business Internet Banking and/or the Services.

4.2 Security Tokens issued or provided by a UOB Group Bank shall at all times remain the property of that UOB Group Bank and shall be returned to that UOB Group Bank on demand, and neither the User nor the Delegate Users will acquire any rights whatsoever to such Security Tokens.

4.3 Each Security Token may be used (whether or not in conjunction with the User ID and/or Password or otherwise) by any Delegate User:

- (a) to initiate, effect and/or despatch any communication or request to any UOB Group Bank;
- (b) to obtain or utilise any Service that may be offered or made available by any UOB Group Bank; and
- (c) to access and obtain information as may be permitted by any UOB Group Bank (whether relating to a Service or otherwise),

on behalf of the User subject to the terms of this Agreement and to other restrictions, limitations, terms and conditions of the UOB Group Bank then applicable.

4.4 The User shall procure that the Delegate User to whom any Security Token is issued, provided or designated shall:

- (a) retain the Security Token at all times and shall not permit any other person to have access to, use or tamper with the Security Token issued, provided or designated to such Delegate User;
- (b) not reveal the OTP generated by his Security Token to anyone; and
- (c) not divulge the serial number (where applicable) of his Security Token to anyone.

4.5 Each UOB Group Bank shall be entitled to treat any communication or request made, submitted whether by the use of any Security Token issued, provided or designated to any Delegate User or any Password generated by such Security Token (and whether or not in conjunction with any Password of any Delegate User and/or User ID of the User or otherwise) as having been submitted by that Delegate User for and on behalf of the User unless notice of the loss of such Security Token has been given in such form and by such means as the UOB Group Bank may deem satisfactory and has been received by the UOB Group Bank within such amount of time in advance of such communication or request as the UOB Group Bank would reasonably require (having regard to all the circumstances then prevailing) to enable it to take appropriate action to prevent such communication or request from being received, acted upon and implemented. The provisions of this Clause 4.5 shall continue to apply to any Security Token issued, provided or designated to any Delegate User notwithstanding the revocation and termination of the Delegate User's authorisation to use of the Security Token.

4.6 Each UOB Group Bank reserves the right to terminate, suspend, cancel, reject, decline to renew or replace any Security Token with or without prior notice to the User or the Delegate User to whom the Security Token has been issued, provided or designated,

and without giving any reason therefor. The User shall procure that the Delegate User shall not after the termination of any Service use the Security Token in relation to the Service that has been terminated.

- 4.7 Each UOB Group Bank shall have no liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Token, and shall not be held liable for any Loss incurred in relation thereto.

## **5. Password and User ID**

5.1 The User undertakes to procure:

- (a) that no person shall be permitted or shall have access or knowledge of any User ID or Password of any Delegate User except such Delegate User;
- (b) that each Delegate User:
  - (i) shall keep confidential and not divulge to any person the User ID and/or Password of such Delegate User;
  - (ii) shall immediately memorise that User ID and Password and where applicable, destroy the envelope or document in which that User ID and Password are stated;
  - (iii) shall not record that User ID and/or Password in any form; and
  - (iv) shall immediately after such Delegate User has reason to believe that any person may have acquired knowledge of that User ID and/or Password notify each UOB Group Bank thereof.

5.2 Each UOB Group Bank shall be entitled to rely on and treat any communication or request given, submitted or effected pursuant to the entry or use of the User ID and the Password of any Delegate User or that Password alone (and whether or not in conjunction with or generated by any Security Token or otherwise) as having been submitted by that Delegate User for and on behalf of the User unless notice of the disclosure or unauthorised use of the User ID and Password to effect any communication or request has been given by the User or that Delegate User in such form and by such means as the UOB Group Bank may deem satisfactory and received by the UOB Group Bank within an amount of time which the UOB Group Bank would reasonably require (having regard to all the circumstances then prevailing) to take appropriate action to prevent such communication or request from being acted upon and implemented.

## **6. Security**

6.1 The User agrees to comply with and to procure that the Delegate Users comply with the terms of this Agreement and any other communication or requests or recommendations each UOB Group Bank may issue to the User regarding security in relation to use of Business Internet Banking and the Services.

6.2 The User acknowledges that security is a paramount concern in its access to and use of the Business Internet Banking and/or the Services and agrees that it is solely responsible for the set-up, maintenance and review of its security arrangements concerning access to and use of Business Internet Banking and the Services, its Equipment and information stored therein and the User's and any of the Delegate Users' control of User ID, Passwords, Security Tokens and access to Business Internet Banking and/or the Services and for the communication or requests and/or the transactions made or effected, or purported to be made or effected, by the User or the Delegate Users. The User bears the risk of any unauthorised use and/or access to Business Internet Banking and/or the Services, its Equipment and information stored therein, User ID, Passwords and/or Security Tokens.

- 6.3 The User and/or the Delegate Users must notify the relevant UOB Group Bank immediately if the User or any Delegate User knows of or suspects any unauthorised access to Business Internet Banking and/or the Services or if the User suspects someone else knows the User IDs and Passwords of one or more of the Delegate Users and/or has access to their Security Tokens. In the event of any such breach or suspected breach of security, the User must ensure that all the Delegate Users change their Passwords immediately. The User agrees to comply immediately with all reasonable requests for assistance from the UOB Group Bank and/or the authorities (including the police, among others) in trying to recover any losses or identify actual or potential breaches of security.
- 6.4 If a Delegate User is leaving the employ of the User or is no longer authorised or instructed by the User to utilise Business Internet Banking and/or the Services for any reason whatsoever or if the User suspects any impropriety on the part of any Delegate User in connection with the use of Business Internet Banking and/or the Services, the User must immediately:
- (a) inform the relevant UOB Group Bank of any aforesaid eventuality;
  - (b) take all steps to ensure that the Delegate User is replaced; and
  - (c) prevent further access to Business Internet Banking and/or the Services, including but not limited to submitting a request to the UOB Group Bank to revoke the Delegate User's User ID and Password.
- 6.5 The User hereby requests and authorises the relevant UOB Group Bank from time to time without further authority or notice from the User to: (a) act upon any request to re-set any User ID, Password; (b) revoke and/or deactivate any Security Token of a Delegate User; (c) issue and/or replace a Security Token of any Delegate User; and/or (d) specify the mode of which the User can make such request. In addition, the User agrees that the UOB Group Bank shall not be liable to the User or any third party for any Loss or damage suffered by the User or any third party arising from any such request being unauthorised or fraudulent or otherwise.
- 6.6 The User shall comply with the applicable authentication methods or any other methods implemented by any UOB Group Bank from time to time.

## **7. User's Other Obligations**

- 7.1 The User shall not use or disclose any material and/or information on the Website pertaining to Business Internet Banking and/or the Services other than to access and use the Business Internet Banking and/or the Services. In addition, the User shall procure that none of the Delegate Users shall use or disclose any material and/or information on the Website pertaining to Business Internet Banking and/or the Services other than to access and use the Business Internet Banking and/or the Services. The User further undertakes not to reproduce, sell, distribute or in any way whatsoever allow any third party access to the aforesaid material and/or information provided by the UOB Group Bank on or via Business Internet Banking.
- 7.2 The copyright in and to the contents of the Website is owned by or licensed for use by the UOB Group Banks. No part or parts of such contents may be reproduced, distributed, published, modified, displayed, broadcasted, hyperlinked or transmitted in any manner or by any means stored in an information retrieval system without the prior written consent of the UOB Group Banks. The trade and service marks displayed on the Website are the sole and exclusive property of the UOB Group Banks and/or other relevant third parties. No right or licence is given for any reproduction or use of any such trade and service marks.
- 7.3 In the event that the User, or any of the Delegate Users receives or retrieves any data or information from the Business Internet Banking and/or the Services that is not intended for the User, the User shall immediately notify the relevant UOB Group Bank,

and procure that the UOB Group Bank is notified, of such receipt or retrieval of such information, and delete and destroy and procure the deletion and destruction of such information.

7.4 The User shall respond to all enquiries and communications from the UOB Group Bank regarding Business Internet Banking and the Services or any transaction effected or service provided through Business Internet Banking.

7.5 The User shall ensure that:

(a) any person appointed by the User as the Delegate User has sufficient knowledge and skill to properly operate and maintain all Equipment and software installed or used by the User to enable the User to access and utilise Business Internet Banking and the Services;

(b) every Delegate User acquires full and complete knowledge of all features and settings of all BIB Software before the User commences utilising Business Internet Banking or any Service; and

(c) every Delegate User shall operate and maintain all such Equipment and software referred to in Clause 7.5(a) above competently and properly and in accordance with the requirements of the User and with such procedures and requirements as may be stipulated from time to time by the UOB Group Bank with respect to Business Internet Banking or any Service.

7.6 The User shall be responsible for all the actions of the Delegate User.

#### **7A. User's Trade Product Obligations**

7A.1 In respect of the Service of uploading of invoices, where the User is the seller, in the event that it uploads invoices, the User shall be deemed to represent and warrant that the information in each invoice is genuine and correct, that it is obligated to fulfil the invoice and that it undertakes to duly perform its obligations in respect of the invoice.

7A.2 In addition to and without prejudice to Clauses 7A.1, in respect of the Service of uploading of invoices, regardless of whether the User wishes to upload an invoice file containing a list of invoices and details of the aforesaid invoices, and it requests the relevant UOB Group Bank and such UOB Group Bank agrees, to assist in creating a macro function to help it to upload the invoice file, that UOB Group Bank shall not be responsible for the contents of that invoice file, and the User remains responsible to ensure and shall be deemed to represent and warrant that the information in such invoice file is genuine and correct and it undertakes to fulfil its obligations under the agreement(s) it has with the relevant UOB Group Bank.

#### **8. Company Signatories, Mandate Change and Corporate Resolution**

8.1 This Agreement shall apply and continue to apply notwithstanding any mandate of the User which may have been given or which may be subsequently given to or accepted by the UOB Group Bank with respect to any Service (whether currently or subsequently maintained with the UOB Group Bank).

8.2 For the purposes of Clause 8.3 below, the term "Mandate Change" means any addition, removal, deletion or substitution of any person as a Company Signatory or any amendment, variation or revision of the scope, extent or limit of the authority conferred on any Company Signatory by the User.

8.3 The UOB Group Bank shall not have any obligation whatsoever to act upon and implement any Mandate Change:

(a) unless written notice of the Mandate Change has been given to the UOB Group Bank in a form prescribed by or acceptable to the UOB Group Bank and in accordance with the UOB Group Bank's operational procedures;



- (b) unless and until the UOB Group Bank is satisfied that the Mandate Change has been duly authorised by the User; and
- (c) until, in the event that and after the UOB Group Bank is satisfied that the Mandate Change has been duly authorised by the User, such amount of time which the UOB Group Bank would reasonably require (having regard to all the circumstances then prevailing) to enable the UOB Group Bank to take the appropriate action to act upon and implement the Mandate Change shall have elapsed.

8.4 Where the UOB Group Bank is notified by the User that any resolution of the board of the directors of the User has been passed or any document has been executed by the User authorising any person or persons to take any action or enter into any agreement on behalf of the User or conferring any authority on any person or persons to act in any way on behalf of the User, the UOB Group Bank shall be entitled to assume that such authority as has been rightfully conferred on those person or persons and has not been revoked by the User until notice of revocation has been given to the UOB Group Bank by the User.

## **9. Fees and Reimbursements**

9.1 The User shall pay each UOB Group Bank all its fees, commissions and other charges at such rates and in such manner as the UOB Group Bank may impose and stipulate from time to time with respect to:

- (a) the provision of the Services;
- (b) the issue or provision of any Security Token, User ID or Password to the User or any Delegate User; and
- (c) such other matters as it may determine from time to time.

9.2 Each UOB Group Bank shall be entitled to charge the User any goods and services tax or value added or other similar tax imposed by any Applicable Laws on any fees or charges payable by the User to it or for the provision of any Service or other service to the User.

9.3 The User shall reimburse each UOB Group Bank for any and all disbursements, costs and/or other expenses incurred by it in connection with any matter as it may determine from time to time.

## **10. Authorisation to Disclose Information**

10.1 The User expressly and irrevocably authorises and permits each UOB Group Bank and each of its Officers to divulge, reveal or disclose any and all of the particulars and information relating to the User and any Delegate User (and the User shall obtain such Delegate User's consent to such disclosure), any communication or request at any time and from time to time to:

- (a) any UOB Group Bank and any corporation which is deemed to be a related corporation of any UOB Group Bank by virtue of section 6 of the Singapore Companies Act 1967, or other Applicable Laws;
- (b) any User Affiliate which accesses and utilises Business Internet Banking and Services;
- (c) all courts, governmental agencies and lawful authorities in Singapore and elsewhere where the disclosure is required by the Applicable Laws;
- (d) any person which the UOB Group Bank or any Officer in good faith considers to be appropriate for the purpose of providing the Services, including any agents,

contractors or third party service provider which have agreed to perform works or services for the UOB Group Bank in connection with and which affect or may affect the operation of any Service or Business Internet Banking;

- (e) any person in connection with the use or maintenance of any Service or the provision by any UOB Group Bank of any service to the User or any person who owns, operates, provides or maintains any part of any Equipment relevant to the provision of Business Internet Banking or any Service;
- (f) any depository system for the purposes of storing or transferring such information to any UOB Group Bank;
- (g) any UOB Group Bank's professional advisors;
- (h) the User's counterparty (including any UOB Group Bank's customer in accordance with that UOB Group Bank's customer's FSCM program) providing or receiving information on Business Internet Banking pursuant to the terms of this Agreement or such other forms of communication as may be expedient; or
- (i) any other person at any time where the particulars of any bank account were inadvertently divulged, revealed or disclosed to or accessed by such person through no willful default of the UOB Group Bank or its relevant Officer(s).

For the purposes of this Clause 10.1, "User Affiliate" means any person, body corporate, partnership, firm or other entity:

- (j) in which the User directly or indirectly owns more than half the capital or business assets, or which directly or indirectly owns more than half the capital or business assets of the User; or
- (ii) in which the User directly or indirectly has the power to exercise fifty percent (50%) or more of the voting rights in such entity, or which directly or indirectly has the power to exercise fifty percent (50%) or more of the voting rights in the User; or
- (iii) in which the User directly or indirectly has the legal power to direct or cause the direction or general management or affairs of the entity in question, or which directly or indirectly has the legal power to direct or cause the direction or general management or affairs of the User; or
- (iv) in which the User directly or indirectly has the power to appoint more than half the members of the supervisory board, board of directors or bodies legally representing such entity, or which directly or indirectly has the power to appoint more than half the members of the supervisory board, board of directors or bodies legally representing the User; or
- (v) in which the User directly or indirectly has the right to manage the business of such entity, or which directly or indirectly has the right to manage the business of the User.

10.2 The provisions of Clause 10.1 above are in addition to any other authorisations and consents of the User to any UOB Group Bank with respect to the use and/or disclosure of information relating to the User, any Delegate User or any Service or any communication or request.

## **11. Suspension, Variation and Termination of Business Internet Banking Service and Other Provisions**

11.1 Business Internet Banking may be suspended or terminated by the UOB Group Bank at any time either with respect to any Service or any service provided through Business Internet Banking or generally, without any prior notice being given to the User.

11.2 Business Internet Banking may be varied by the UOB Group Bank at any time either with respect to any Service or any service provided through Business Internet Banking

or generally by giving notice thereof to the User.

- 11.3 The User may terminate this Agreement by giving at least thirty (30) days prior written notice thereof to any UOB Group Bank.
- 11.4 Any UOB Group Bank may terminate this Agreement with immediate effect by notice to the User.
- 11.5 Termination shall be without prejudice to any rights of either Party which may have accrued up to the date of such termination and the rights to terminate this Agreement are not intended to be exclusive but shall be in addition to every other remedy or right now or hereafter existing.
- 11.6 The User must ensure that neither it, the Delegate Users, any employees, agents or representatives do anything on or after termination of this Agreement which will result in the security of Business Internet Banking or the systems or securities of any other Business Internet Banking customers being compromised.
- 11.7 Where the User utilises any Service or any service provided through Business Internet Banking, the User shall be deemed to have agreed to all the terms and conditions relating to the provision of such Service or service or facility which are then imposed by the UOB Group Bank providing such Service.
- 11.8 The termination of the Services shall not in any way affect any outstanding communication or requests for payment service under the Services received prior to the termination.
- 11.9 The hours of operation of Business Internet Banking are subject to change without prior notice to the User. The UOB Group Bank shall use reasonable endeavours to ensure that Business Internet Banking will be available during the times set out in Business Internet Banking or elsewhere provided that nothing herein shall be considered or be deemed as a warranty by the UOB Group Bank that Business Internet Banking will be available (whether uninterrupted or available at all) during such specified times.

## **12. Exclusions**

- 12.1 In addition and without prejudice to any other right or remedy which any UOB Group Bank may have (at law or otherwise), UOB Group Bank shall not be liable to the User in any respect for any Loss suffered by the User caused by any breach by that UOB Group Bank of its obligations to the User.
- 12.2 Each UOB Group Bank shall not be liable to the User for any Loss caused by or arising from any one or more of the following events or matters, howsoever caused or occurring:
  - (a) any incompatibility between the User's Equipment and Business Internet Banking, including but not limited to any adverse outcome, damage, loss, disruption, violation, irregularity or failure arising from the use of or reliance on computer hardware, software, mobile devices, electronic devices, online networks and/or internet browsers;
  - (b) any virus, default, defect, deficiency, harmful component or malfunction in the Security Token and/or any breakdown, disruption or failure of the Security Token or any software (including any BIB Software) or any Equipment (whether or not owned, operated or maintained by the UOB Group Bank, the User, any Delegate User, or any other person and whether or not used in the provision of any Service), including but not limited to:
    - (i) the inability or failure of any such software, Equipment to accept and/or recognise and/or properly and accurately store, process and/or transmit dates or data incorporating or relying on dates, or the processing, storage and/or transmission of any inaccurate date or data by virtue of such inability or failure of any such Equipment;

- (ii) the failure of any such software, Equipment to accept, recognise or process any Password or User ID or communication or request; and
- (iii) the transmission of any virus to any such software or Equipment;
- (c) any unauthorised or negligent use and/or access to information relating to the User's communication or requests and other communication or requests issued by the User to the UOB Group Bank as a result of the User's use of Business Internet Banking (except where such access is obtained as a result of such UOB Group Bank's gross negligence);
- (d) any loss or theft of any Delegate User's User ID(s), Password(s) and/or Security Token(s);
- (e) any failure or refusal by the UOB Group Bank to effect any communication or request from or given by the User due to any order of court, any authority's order, notice, directive or any statute, regulation or by-law;
- (f) any error(s) in transmission of the User's communication or requests or any other communication or request, data or information of the User's that ought to be transmitted through Business Internet Banking;
- (g) any inaccurate, garbled or incomplete communication or requests or any other communication or requests, data or information that might be transmitted through the Business Internet Banking by the User or any Delegate User to the UOB Group Bank;
- (h) any failure of the User to follow the latest communication or requests, procedures, directions or recommendation for using the Business Internet Banking;
- (i) any delay in the delivery or non-delivery of any document or material whatsoever under this Agreement, including any delay by third parties;
- (j) any delay or refusal by the User to execute communication or requests or other communication or requests that might be transmitted through Business Internet Banking;
- (k) any loss resulting from the User's reliance on any news, reports or any other information that may be provided as part of, or by means of the Services or Business Internet Banking;
- (l) any loss associated with systems failures, processing errors, software defects, operating mistake, hardware breakdowns, capacity, inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks, hacking incidents, fraudulent actions and inadequate recovery capabilities which may arise despite the UOB Group Bank's best efforts;
- (m) any disclosure of any information to third parties arising as a result of the User's or any Delegate User's negligence or failure to keep the User ID(s), Password(s) and Security Token(s) confidential;
- (n) any cessation, interruption or delay in transmission or any wrongful interception of any provision of Service through any Equipment (whether or not owned, operated or maintained by the UOB Group Bank or by any other person and whether or not used in the provision of any Service or Business Internet Banking);
- (o) any corruption or loss of any data (whether stored in any Equipment, whether belonging to or operated by the UOB Group Bank or the User) or in the course of transmission thereof through any Equipment used or operated by the UOB Group Bank or any other person whether or not in connection with the provision or operation of any Service or Business Internet Banking, including any errors generated in the transmission of any data or communication or request;

- (p) any cessation or interruption of the availability or operation of Business Internet Banking;
  - (q) any failure or refusal of the UOB Group Bank or any other person to act on any communication or request;
  - (r) any inaccuracy or incompleteness in any information obtained from the use of any service comprising the Services; and
  - (s) any breach of any of the UOB Group Bank's obligations or duties to the User caused by or arising from any one or more of the events or matters set out in any one or more of the foregoing sub-paragraphs of this Clause 12.2.
- 12.3 Without prejudice to the generality of the foregoing and notwithstanding any provision to the contrary in this Agreement or in any other agreement between any UOB Group Bank and the User, no UOB Group Bank shall in any event be liable to the User for any indirect, special or consequential Loss, or for punitive damages, whether arising from any breach of the UOB Group Bank's obligations to the User or otherwise.
- 12.4 No representation or warranty is made or given by any UOB Group Bank to the User or any person and no obligation or liability is assumed by any UOB Group Bank to the User or any person as regards the availability or continued availability or operation of any Service or any service through Business Internet Banking or any Equipment (whether or not provided, operated or maintained by any UOB Group Bank or otherwise) notwithstanding any provision to the contrary in this Agreement.
- 12.5 Without prejudice to anything herein, the User shall not make any claim or commence any legal proceedings against any UOB Group Bank in respect of any Loss incurred or suffered by the provision or utilisation of Business Internet Banking for which that UOB Group Bank is liable to the User, more than one (1) year after the later of the date when the event causing such Loss occurred. Any liability of any UOB Group Bank to the User in respect of any such Loss shall be limited to the sum equivalent to one hundred (100) times the prevailing monthly subscription fees for the Business Internet Banking Service.

### **13. General Indemnity**

In addition and without prejudice to any other right or remedy of any UOB Group Bank (whether under any other provisions of this Agreement or otherwise) the User shall indemnify and hold the UOB Group Bank harmless from and against any and all Loss suffered or incurred by the UOB Group Bank as a result of any of the following:

- (a) any failure by the User to comply with any of the terms and conditions of this Agreement;
- (b) any act of the Delegate User in the operation and use of any system or software (including any BIB Software) installed or used by the User;
- (c) the UOB Group Bank relying or acting on any communication or request provided in the use of Services in any manner permitted under this Agreement;
- (d) any change in any Applicable Laws;
- (e) any act, omission or thing done or caused to be done by the UOB Group Bank in connection with or referable to this Agreement or any Service through no wilful default of the UOB Group Bank, including but not limited to the disclosure by any Officer to any person of any information relating to any Service or communication or request, whether by inadvertence or otherwise; or
- (f) any virus, default, defect, deficiency or malfunction in and or any breakdown, disruption or failure of any software (including any BIB Software) or any Equipment owned, operated and/or maintained by or on behalf of the UOB Group Bank, due to or caused by the User or any of the Delegate Users accessing

and/or utilising Business Internet Banking.

#### **14. Force Majeure**

In the event that any UOB Group Bank is unable to observe or perform the terms of this Agreement, whether in whole or in part, by reason of causes beyond its reasonable control, including (but not limited to) Equipment or transmission link malfunction or failure, fire, flood, explosion, acts of elements, acts of God, acts of terrorism, war (declared or undeclared), accidents, epidemics, strikes, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of the Singapore Government or any other government or authority, or by other causes which it cannot reasonably be expected to avoid, the performance of the UOB Group Bank's obligations as they are affected by such causes shall be excused for the duration of the abovementioned disabling events. The UOB Group Bank shall not be liable for any delay, loss, damage or inconvenience whatsoever and howsoever caused by or arising from or in connection with any of the abovementioned disabling events.

#### **15. Miscellaneous**

15.1 Any UOB Group Bank may amend, vary or supplement any terms or conditions of this Agreement by giving notice thereof to the User by any means that UOB Group Bank deems fit, and any such amendment, variation or supplement shall take effect as between the User and that UOB Group Bank as from the date specified in such notice or in the absence thereof as from the date of such notice.

15.2 If any of the terms and conditions of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the same shall not affect the legality, validity or enforceability of any other term or condition.

15.3 No failure to exercise or enforce and no delay in exercising or enforcing on the part of any UOB Group Bank of its rights under any of the terms and conditions of this Agreement or relating to any Service shall operate as a waiver thereof nor shall it in any way prejudice or affect the right of that UOB Group Bank afterwards to act strictly in accordance with the powers conferred on that UOB Group Bank under such terms and conditions.

15.4 This Agreement may, at any UOB Group Bank's discretion, be translated into a language other than the English language. The User agrees that such translation shall only be for its convenience and the English text shall prevail in the event of any ambiguity, discrepancy or omission as between the English text and any translated text.

15.5 Without prejudice to the generality of Clause 15.1 above, any and all notices to be given under this Agreement may be communicated by post, facsimile transmission, electronic mail or through Business Internet Banking or by online messages posted on the Website. If by post the notice will be taken to have been received forty-eight (48) hours after posting by the UOB Group Bank to the postal address most recently notified by the User and if by facsimile transmission, electronic mail, through Business Internet Banking or by online messages posted on the Website, immediately on despatch.

15.6 Where the User is a partnership, this Agreement will continue in force unless revoked by notice given by any one partner, notwithstanding any change of name of partnership, admission of new partner(s) or any partner ceasing to be a member of the partnership by reason of death or otherwise.

15.7 Where any UOB Group Bank introduces new services as part of the Services, the UOB Group Bank may provide them on supplementary terms which will be notified to the User in accordance with this Agreement.

15.8 Subject to the applicable laws of evidence, each Party agrees not to object to admission of the records (including computer records) of the other as evidence in legal proceedings.

15.9 The User agrees not to dispute the validity, accuracy or authenticity of any evidence of

any communication or request transmitted electronically between the Parties, including such evidence in the form of any UOB Group Bank's computer records of transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of information storage.

- 15.10 The User also agrees to refer to and to treat all such records or logs, tapes, cartridges, computer printouts, copies or other form of information storage as conclusive evidence of all User's communication or request received or sent by any UOB Group Bank. The User further agrees that all such records shall be binding upon the User and that the User will not be entitled to dispute the validity or authenticity of the same.
- 15.11 All requests and communications that meet the operating standards and requirements of any UOB Group Bank shall be deemed to be as good as, and given the same effect as, written and/or signed documentary communications by the UOB Group Bank.

## **16. Contracts (Rights of Third Parties)**

A person who or which is not party to this Agreement shall not have any right to enforce any provision of this Agreement.

## **17. Money Laundering**

- 17.1 The UOB Group Banks are required to act in accordance with the laws and regulations operating in Singapore and various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions ("Regulations"). Any UOB Group Bank may take any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with the Regulations.
- 17.2 No UOB Group Bank will be liable for loss (whether indirect or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of:
- (a) any delay or failure of any UOB Group Bank in performing any of its duties under this Agreement or other obligations caused in whole or in part by any steps which the UOB Group Bank, in its sole and absolute discretion, consider appropriate to take in accordance with the Regulations; or
  - (b) the exercise of any of the UOB Group Bank's rights under this Agreement.

## **18. Governing Law and Jurisdiction**

- 18.1 This Agreement shall be governed by and construed in accordance with the laws of the country as set out in the applicable Country Addendum.
- 18.2 The User submits to the non-exclusive jurisdiction of the courts of the country as set out in the applicable Country Addendum with respect to any legal proceedings which may be initiated in connection with this Agreement.
- 18.3 The User shall not commence or continue any legal proceedings against any UOB Group Bank in any jurisdiction other than in the country stated in the applicable Country Addendum with respect to any matter, claim or dispute so long as that UOB Group Bank is prepared to submit to the jurisdiction of the courts of that country with respect to that matter, claim or dispute and the User shall before commencing proceedings against that UOB Group Bank in any jurisdiction with respect to any matter, claim or dispute other than the country stated in the applicable Country Addendum seek that UOB Group Bank's written agreement to submit to that foreign jurisdiction with respect thereto.
- 18.4 Service of any process or document by which any proceedings in any court in the country stated in the applicable Country Addendum are commenced may be effected in any manner permitted for communications hereunder.

**19. Personal Data Protection**

- 19.1 The Parties agree to comply with all applicable data protection and other laws to the same or similar purpose in all relevant jurisdictions.
- 19.2 The User agrees to the UOB Privacy Notice (Corporate), as may be amended from time to time. The User represents, undertakes and warrants that it shall comply with its obligations under the UOB Privacy Notice (Corporate).
- 19.3 Without prejudice to the foregoing sub-clauses, the User shall not do anything and not omit to do anything that will cause the UOB Group Banks and/or their related corporations to be in breach of any applicable data protection law.
- 19.4 Notwithstanding anything to the contrary, the User undertakes to indemnify and at all times hereafter to keep the UOB Group Banks and their related corporations (together with their respective officers, employees and agents) (each an "Injured Party") indemnified against any and all Losses which may be suffered or incurred by the Injured Party or asserted against the Injured Party by any person or entity (including but not limited to the User, his/her agents) whatsoever, in respect of any matter or event whatsoever arising out of, in the course of, by reason of or in respect of:
- (a) any breach of any of the provisions in this Clause; and/or
  - (b) any action or omission by the User, that causes the UOB Group Banks and/or any of their related corporations to be in breach of any applicable data protection law.