

TERMS AND CONDITIONS FOR UOB CORPORATE DEPOSIT CARD SERVICE

1. Definition and Interpretation

“ATM” refers to Automated Teller Machines.

“Account” refers to any account of the Customer maintained with the Bank that may be issued with the Deposit Card upon application to and approval by the Bank.

“Bank” refers to United Overseas Bank Limited (company registration number: 193500026Z).

“Customer” refers to the holder of an Account.

“Cardholder” refers to the staff, employees or authorised personnel of the Customer who are authorised by the Customer to hold and/or use a Deposit Card.

“Deposit Card” refers to the card issued by the Bank to the Customer which may be used only to effect deposit transactions at any of the Bank’s ATMs or branches.

“Service” refers to the service of providing the Deposit Card to the Customer to effect deposit transactions at any of the Bank’s ATMs or branches.

2. Customer’s Responsibilities

2.1 The Customer acknowledges and accepts the following:-

- (a) the Deposit Card is and will at all times be the property of the Bank and is to be used only by a Cardholder for the purpose of deposit made to the Account.
- (b) the Deposit Card is issued without a PIN and must be kept secure at all times from unauthorised use.
- (c) to immediately notify the Bank if any Deposit Card is mislaid, lost or stolen, to take reasonable steps to help recover the use of any lost or stolen Deposit Card.
- (d) to take all reasonable care and precaution to prevent loss or theft of the Deposit Card.
- (e) to take reasonable steps for the return of the Deposit Card to the Customer whenever a Cardholder is no longer in the employ of the Customer.
- (f) not to use or try to use the Deposit Card after the Account has been closed or after the Bank has notified the Customer that the Bank has cancelled or withdrawn the use of the Deposit Card.
- (g) to be responsible for all transactions effected through the use of the Deposit Card, whether authorized by the Customer or not and whether effected by a Cardholder or not.
- (h) if more than one person agrees to be bound by these terms and conditions, the obligation and liabilities of such persons shall be joint and several. A notice by the Bank to any one of such person shall be deemed effective notification to all such persons.
- (i) the Corporate Deposit Card service is governed by these terms and conditions and the Terms and Conditions governing Accounts and Services. In the event of inconsistency between these terms and conditions and the Terms and Conditions governing Accounts and Services, these terms and conditions shall prevail.

2.2 The Customer shall also notify the Bank immediately if the Customer knows of or suspects any unauthorised transactions effected through the use of the Deposit Card. The Customer agrees to comply immediately with all requests for assistance from the Bank and/or police in trying to recover any losses or identify actual or potential breaches of security.

3. Fees and Charges

3.1 The Customer shall pay the Bank such fees and charges at such rates and in such manner as the Bank may impose and stipulate from time to time.

3.2 The Bank shall be entitled to charge the Customer any goods and services tax or value added or other similar tax imposed by any applicable laws on any fees and charges payable by the Customer to the Bank or for the provision of the Service to the Customer.

3.3 The Bank shall be entitled to debit without prior notice any Account maintained by the Customer with the Bank in respect of any fee or charge payable by the Customer to the Bank.

4. Exclusion and Indemnity

- 4.1 In addition and without prejudice to any right or remedy which the Bank may have (at law or otherwise), so long as the Bank acts in good faith in providing the Service, the Bank shall not be liable to the Customer in respect of any loss whatsoever suffered by the Customer in connection with the Service, notwithstanding any breach by the Bank of its obligations to the Customer.
- 4.4 In addition and without prejudice to any other right or remedy of the Bank (whether under these terms and conditions or otherwise), the Customer shall indemnify and hold the Bank harmless from and against any loss whatsoever suffered or incurred by the Bank as a result of any of the following:-
- (a) any failure by the Customer to comply with these terms and conditions;
 - (b) any change in applicable laws and regulations;
 - (c) any act, omission or thing done or caused to be done by the Bank in connection with the provision of the Service through no wilful default of the Bank.

5. Modification and Termination of the Service

- 5.1 The Bank shall be entitled in absolute discretion to modify, suspend and/or terminate the Service at any time without notice and provision of a reason to the Customer.
- 5.2 The Customer may upon at least 30 days' prior written notice to the Bank to terminate the Service.
- 5.3 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 the Service are not intended to be exclusive but shall be in addition to every other remedy or right now or hereafter existing.
- 5.4 No termination, however effected, shall release the parties from their rights and obligations under Clauses 3 and 4 and any other provision which by its nature, effect or intent is meant to survive as a continuing obligation following termination.

6. Miscellaneous

- 6.1 The Bank may amend, vary or supplement these terms and conditions by giving notice to the Customer by any means that the Bank deems fit, and any such amendment, variation or supplement shall take effect as between the Customer and the Bank as from the date specified in such notice or in the absence thereof as from the date of such notice.
- 6.2 If any of these terms and conditions 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.
- 6.3 No failure to exercise or enforce and no delay in exercising or enforcing on the part of the Bank of its rights under any of these terms and conditions shall operate as a waiver thereof nor shall it in any way prejudice or affect the right of the Bank afterwards to act strictly in accordance with the powers conferred on the Bank under such terms and conditions.
- 6.4 The Bank reserves the right to disclose, in strict confidence, to other institutions, such information concerning the Customer as may be necessary or appropriate in connection with its participation in any electronic fund transfer network.

7. Governing Law and Jurisdiction

- 7.1 These terms and conditions shall be governed by and construed in accordance with the laws of Singapore.
- 7.2 The Customer submits to the non-exclusive jurisdiction of the courts of Singapore with respect to any legal proceedings which may be initiated in connection with these terms and conditions.
- 7.3 The Customer shall not commence or continue any legal proceedings against the Bank in any jurisdiction other than in Singapore with respect to any matter, claim or dispute so long as the Bank is prepared to submit to the jurisdiction of the courts of Singapore with respect to that matter, claim or dispute and the Customer shall before commencing proceedings against the Bank in any jurisdiction with respect to any matter, claim or dispute other than Singapore seek the Bank's agreement to submit to that foreign jurisdiction with respect thereto.
- 7.4 Service of any process or document by which any proceedings in any court in Singapore are commenced may be effected in any manner permitted for communications hereunder.

8. Money Laundering

The Bank is 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"). The Bank may take any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with the Regulations.