

PayNow Terms and Conditions (Non-Individuals)

1. These Terms

- 1.1 By registering for and/or utilizing PayNow, you agree to be bound by these Terms and Conditions.
- 1.2 These Terms supplement, are additional to and are to be read together with the following (available on our website at <http://www.uob.com.sg>):
 - (a) our Terms and Conditions Governing Accounts and Services (Non-Individual Customers);
 - (b) our Terms and Conditions of the UOB Business Internet Banking Service Agreement;
 - (c) our Terms and Conditions Governing the Application for FAST Credit Transfer;
 - (d) our Terms and Conditions for UOB Virtual Account Service;
 - (e) our File Transfer Service Agreement; and
 - (f) the terms and conditions of any other document or agreement governing your relationship with us. 1.2 (a) to (f) herein are collectively known as the "Other Terms".
- 1.3 Unless otherwise stated, if there is any conflict or inconsistency between these Terms and the Other Terms in relation to PayNow, these Terms shall apply over the Other Terms to the extent necessary to give effect to these Terms.
- 1.4 If you do not accept these Terms, please stop accessing and using PayNow immediately, and proceed to de-register your PayNow Registration through the channels provided by us.
- 1.5 We reserve the right to add, alter, vary and modify any or all of the terms and conditions herein at any time at our discretion, as notified through any channel provided by us from time to time which may include our website at <http://www.uob.com.sg>.

2. PayNow Registration

- 2.1 You can register for PayNow through the channels provided by us from time to time, as long as you have a valid PayNow ID and you have updated your PayNow ID in your records with us.
- 2.2 By performing a PayNow Registration, you are linking a PayNow ID belonging to you to an Account which we accept for PayNow Registration.

- 2.3 You confirm to us that the information in your PayNow Registration is accurate, complete and up to date and you are the legal owner of your PayNow ID, in order to use and continue using Paynow and for so long as your PayNow Registration is not de-registered by you. You also confirm that your Authorised Person(s) has been duly authorised by you to register for and use PayNow and to do and authorise to be done all such other acts, matters or things which may be done on your behalf using, through and/or in connection with PayNow.
- 2.4 Once you use your Paynow ID to register for PayNow with us, you will not be able to use the same Paynow ID to register for PayNow with another Participating Institution where you have an account.
- 2.5 You can amend the details in your PayNow Registration through the channels provided by us from time to time.
- 2.6 (a) In the event that any 3 letter alpha numeric suffix or other combinations assigned by you to your UEN as part of your PayNow ID is for any reason unavailable or unsuitable for use, we reserve the right to assign another 3 letter alpha numeric suffix or other combinations to your UEN as part of your PayNow ID in order to complete a PayNow Registration for you; and
- (b) If there are changes to your entity's company name registered with the Accounting and Corporate Regulatory Authority of Singapore, you must notify us as soon as possible or within such period as determined by us from time to time.
- 2.7 You shall provide us or ensure that we are provided with all contact details as required by us in order for us to send customer notifications (if any) to such account contact in connection with PayNow and shall ensure that all contact information is complete and accurate.
- 2.8 It is your responsibility to monitor all transactions and activities in connection with your PayNow Registered Account(s) and any customer notifications sent to any account contact. We may assume that you will do so without further reminders or repeat notifications from us.
- 2.9 (a) If you elect to generate or scan any QR Code(s) in connection with PayNow, you agree to comply with our terms and conditions, guidelines, policies and procedures from time to time pertaining to the use of such QR Code(s).
- (b) By generating any QR Code(s), whether through a generator provided by us or other means acceptable to us, or scanning any QR Code(s) on any device, whether belonging to you or otherwise, in connection with PayNow, it is your responsibility to ensure when generating any QR Code(s) that you input (where required) the correct and up-to-date information and you further agree that you shall not reverse engineer any QR Code(s) or misuse the QR Code(s) or any QR Code generator or scanner provided by us and you agree to release us from any liability whatsoever including for third party claims, for any generation, non-generation, scanning function, non-functioning or malfunctioning QR Code, expiry of a QR Code, use or

misuse of a QR Code by you or persons accessing such QR Code with or without your permission or knowledge.

- (c) In using a QR Code in connection with PayNow to make a payment through PayNow, it is your responsibility to ensure that the intended payee receives the intended payment.
- (d) If a QR Code does not work, it is your responsibility to make enquiries with us and/or to re-generate the QR Code if necessary.
- (e) We are not responsible for any outdated, obsolete or superseded QR Code or for any unauthorized disclosure to third parties of any specifications of the QR Code(s) coming into your possession.
- (f) You undertake that the QR Code shall not be displayed physically at any of your business locations. For such purposes, you should use a Singapore Quick Response Code label or such other label as stipulated by ABS or other relevant governmental authorities.

3. Receiving Monies in PayNow Registered Account(s)

- 3.1 Your PayNow Registered Account is enabled to receive electronic fund transfers from customers of Participating Institutions using PayNow.
- 3.2 Customers of Participating Institutions, who subscribe to the PayNow Registry and FAST, Inter-Bank Giro and/or other applicable payment systems, will be able to make electronic fund transfers to your PayNow Registered Account by using your PayNow ID.
- 3.3 Notwithstanding anything in these Terms, it is your responsibility to ensure that you give your correct details, including your applicable registered PayNow ID to any person from whom you wish to receive funds and you shall be solely responsible for any errors or damages incurred or suffered by you and/or any person arising from or in connection with any use or misuse of PayNow.
- 3.4 Should you wish to change a PayNow ID that is linked to a particular PayNow Registered Account, you will need to de-register such PayNow Registration in order to register a new PayNow ID to such PayNow Registered Account.
- 3.5 Should you receive funds from unverified sources in any of your PayNow Registered Accounts, it is your responsibility to contact us and/or if necessary, make a police report. Please note that it can be an offence to retain and/or appropriate monies which do not belong to you.
- 3.6 You shall not impose a surcharge, special charge, finance charge or similar charges (whether through an increase in price or otherwise) on customers of Participating Institutions for making payments via PayNow.

4. Using PayNow to make Electronic Fund Transfers

- 4.1 If you are using PayNow to make an electronic fund transfer, it is your responsibility to verify the recipient's details. If you are in doubt as to whether a recipient's details are correct, it is your responsibility to verify further by making verification checks with the recipient. If you choose to continue with a transaction until completion, you must accept that such transaction has immediate effect and we shall not be liable whatsoever for funds transferred to a wrong recipient or the wrong account of a recipient.
- 4.2 If you are using PayNow to make bulk payments, you may elect to make such bulk payments through FAST, Inter-Bank Giro or such other payment systems as we may make available from time to time subject to our File Transfer Service Agreement, prevailing terms and conditions governing such payment system(s) and Applicable Laws (as defined in the UOB Business Internet Banking Service Agreement).
- 4.3 If you are using PayNow for future-dated or recurring electronic fund transfers, once instructions have been submitted to us, such instructions cannot be amended. If you wish to change the details of the future-dated or recurring electronic fund transfer, you will be required to cancel the existing instructions and re-submit fresh instructions to us.
- 4.4 You shall not misuse and shall ensure that all users of PayNow, your PayNow ID or your PayNow Registered Account do not misuse the same for any improper purpose or in an improper manner including but not limited to for purposes of any unauthorized or erroneous transaction or activity.
- 4.5 (a) As UOB is designated by ABS as a Participating Institution of PayNow for corporate and retail use, you can use PayNow to make and receive electronic fund transfers to and from customers of Participating Institutions who are individuals and non-individuals.
- (b) In the event UOB is no longer designated by ABS as a Participating Institution of PayNow for corporate use, the PayNow Registration(s) of our non-individual customers will be deactivated from the PayNow Registry and the corresponding Account(s) will cease to be used for PayNow on the effective date of designation by ABS. Such customers will still be able to look-up a PayNow ID through us to facilitate an electronic fund transfer to a PayNow Registered Account.
- (c) In the event UOB is no longer designated by ABS as a Participating Institution of PayNow for retail use, the PayNow Registrations of our individual customers will be deactivated from the PayNow Registry and the corresponding Account(s) will cease to be used for PayNow on the effective date of designation by ABS. Such customers will still be able to look-up a PayNow ID through us to facilitate an electronic fund transfer to a PayNow Registered Account.

(d) In the event UOB ceases to be a Participating Institution of PayNow for any reason whatsoever, all PayNow Registrations of our customers and the corresponding PayNow IDs will be deactivated from the PayNow Registry and the corresponding Accounts will cease to be used for PayNow on the effective date of UOB's cessation as a Participating Institution of PayNow. You will no longer be able to look-up any PayNow IDs through us to facilitate electronic fund transfers to PayNow Registered Accounts.

5. Consent to Disclosure of Information

- 5.1 In connection with the provision of PayNow, your PayNow Registration will be maintained in the PayNow Registry hosted in the PayNow System of the Operator.
- 5.2 You consent to us, the Operator, the Operator's agents and/or service providers, ABS, Participating Institution and their customers having access to your PayNow Data for purposes of and in connection with the provision of PayNow.
- 5.3 To the extent that any personal data (as defined in the UOB Privacy Notice) is provided in connection with the use of PayNow on your behalf, you hereby give us all consents and approvals required by law (including but not limited to the Banking Act, and the PDPA) for the disclosure of your PayNow Data:
- (a) to the Operator or the Operator's agents and/or service providers for its collection, use, processing, archival and disclosure to service providers, Participating Institutions and their affiliates and customers, for the purpose of providing, maintaining and enhancing PayNow and related services to Participating Institutions and their customers on and subject to any of their prevailing terms and conditions;
 - (b) in the form of responses, and other messages generated by the PayNow System to Participating Institutions and their customers, for their respective use and/or processing including for any customer notifications; and
 - (c) for any and all other purposes set out in the operating rules of the ABS for PayNow as may be varied or added to at the discretion of ABS.
- 5.4 Electronic fund transfers using PayNow may be made by way of FAST or Inter-Bank Giro or such other payment systems as we may make available to you from time to time, to customers of Participating Institutions or by way of intra-bank transfer between customers of our bank. The method of payment may be reflected accordingly in our bank statements. You consent to our bank statements being prepared in a form that may identify the payor and payee as customers of our bank.
- 5.5 You agree that any and all acts taken by us, the Operator, the Operator's agents and/or service providers, and/or providers of mobile phone services and/or other banks, financial institutions, government agencies or other competent agencies with respect to the provision of PayNow and the employees, representatives and/or customers of the foregoing persons or agencies, for the purpose of giving, receiving, using, sending, collecting, inspecting, reporting, copying, disclosing, or accessing your PayNow Data

including any personal information, identification card information, mobile phone use data, record, status, or other electronic information relating to you whether present and/or in the future, under the laws, regulations, rules, agreements or contracts amongst any organizations in relation to the foregoing information are deemed to be taken for the purpose of and in the interest of PayNow and related services and/or for compliance with the law on each and every occasion. You agree to give this consent so that each of the foregoing acts constitutes a legitimate act. This consent shall not be revoked so long as your PayNow Registration is not de-registered by you. You shall have no claim for damages against us or the foregoing persons or agencies for the foregoing acts or whatsoever.

5.6 You consent to the operation and processing of the PayNow Registry including the PayNow Data being conducted by the Operator and/or Participating Institutions at such place or places outside of Singapore whether now or in the future.

5.7 If we receive evidence and/or contact or enquiry from:

(a) any Participating Institution that the PayNow Registration of their customer; or

(b) another of our customer that his/her application for PayNow Registration,

is rejected because the PayNow ID is already registered in the PayNow Registry as your PayNow ID, including but not limited to in connection with any claims investigation, unauthorized and/or erroneous transactions or activities, you consent for us to answer such enquiry or give information regarding your PayNow Registration, including but not limited to details of your PayNow ID, phone number, etc., to such person, without having to obtain your consent, so that such person may make direct contact with you. The consent given by you herein for our foregoing acts is legal and valid and shall not be revoked so long as your PayNow Registration is not de-registered by you.

5.8 You shall have no claim for damages against us or the foregoing persons or agencies for the foregoing acts or whatsoever.

5.9 You hereby agree that the above consents and approvals are in addition to those contained in the UOB Privacy Notice and affirm your consent and that of your Authorised Person to the collection, use and disclosure of personal data (as defined in the UOB Privacy Notice) for the purposes described in the UOB Privacy Notice and in accordance with the terms stipulated therein.

6. **De-Registration of PayNow Registration, Suspension and/or Cancellation of PayNow**

6.1 You may de-register your PayNow Registration at any time through the channels provided by us regardless of which channel you had utilized originally to register for PayNow with us.

6.2 You are responsible to de-register your PayNow Registration immediately in any of the following events:

(a) there is a change in your UEN, of which you are to notify us as soon as possible or within such other period determined by us from time to time;

(b) you close an Account which is a PayNow Registered Account; and

to inform all your PayNow Users to stop using your PayNow ID to send electronic fund transfers to you or to perform any other transactions with you. We are not liable for any damages incurred by you including funds transferred to a wrong account number and/or payee or any third party. We can also de-register your PayNow Registration on your behalf. We will update this deregistration in the PayNow Registry within such period determined by us from time to time.

6.3 We are entitled to suspend and/or cancel all or any part of PayNow at any time by notifying you in advance; however if we are unable to give an advance notice, we will notify you as soon as possible. Without prejudice to anything in these Terms and/or the Other Terms, we are entitled to suspend your use of PayNow and/or de-register your PayNow Registration immediately in any of the following events and you shall have no claims whatsoever for damages:

(a) your PayNow Registered Account is closed and/or its status is changed by you or us;

(b) we suspect or there has occurred events giving rise to suspicion that the use of PayNow, your PayNow ID and/or your PayNow Registered Account may be related to the commission of offences under the laws of any jurisdiction governing anti-money laundering or financial support of terrorism; or activities against the law or contrary to the public order or good morals; or transaction(s) which may be illegal or abnormal or considered to be fraudulent or corruption or in violation of the law; or involved with hacking or any other illegal act(s);

(c) we are required to comply with the laws, rules, regulations or orders of any court of any jurisdiction or any competent agencies or officials;

(d) your PayNow Registered Account is subject to computer data theft or hacking;

(e) our relationship with the Operator or the provision of the PayNow Registry by the Operator is terminated or suspended for any reason;

(f) in ABS' or our opinion, a PayNow Registered Account or PayNow is not operated in a proper or regular manner;

(g) in our opinion, a banking relationship is no longer appropriate;

(h) we are notified by any Participating Institution and/or other banks, financial institutions, government agencies or other competent agencies or officials with respect to the provision of PayNow, of the cancellation of the Unique Identifier registered as your PayNow ID;

- (i) there has been a change in your business name registered for PayNow and/or your UEN ceases to be valid;
- (j) you have breached any of these Terms and Conditions or Other Terms; or
- (k) for any reason whatsoever, we are no longer providing PayNow.

6.4 Without prejudice to anything in these Terms and/or the Other Terms, you agree that under no circumstances shall we be liable in any of the following events:

- (a) any event of force majeure or events beyond our control including any events relating to power system, computer system, internet system or internet service providers, telecommunication system, network and/or service applications, connection system, malfunction, fault or interruption of any hardware and/or devices, or other communication networks or any other events beyond our control or instruction or our inability to be aware of, any delay, fault or error, or attack by computer virus or illegitimate acts, or if we and/or the Operator stop or suspend PayNow in any of the foregoing events or for the purpose of system improvement or maintenance resulting in you not being able to use PayNow;
- (b) any delay, fault or error in your computer system, hardware or devices or that of the Operator;
- (c) the unavailability or interruption of PayNow;
- (d) longer service processing times or delays, corrupted or missing files or any other failures or interruptions to any Services when using PayNow for bulk payments;
- (e) delays or discrepancies in future-dated or recurring payments using PayNow; or
- (f) you fail to comply with any of these Terms and/or the Other Terms or ignore the security features of PayNow.

6.5 You shall indemnify us from and against all claims, demands, actions, proceedings, losses, damages, charges and expenses, including legal costs, on an indemnity basis arising from your use of PayNow, breaches by you of any of these Terms and Conditions or Other Terms, and/or unauthorized transactions on your PayNow Registered Account(s) arising in any manner whatsoever.

7. Fees and Charges

7.1 Fees and charges as determined by us from time to time may be imposed for the provision and/or use of PayNow, as notified at our website at <http://www.uob.com.sg>.

7.2 Any fees and charges may be debited from your Account.

8. Definitions

“ABS” means the Association of Banks in Singapore.

“Account” means any account you now or hereafter have with us which includes any Virtual Account(s) as defined and governed by our Terms and Conditions for UOB Virtual Account Service, and any other account offered by us in future.

“Account Information” means the account name and account number of your PayNow Registered Account, and such other information required from time to time for the provision of PayNow.

“Authorised Person” means such person(s) authorised by you from time to time, by whatsoever name called or term defined under any form or means of corporate or other authorization(s), whether written, express, implied or implicit, to act in your name and on your behalf to give any instruction and/or execute or sign any document or instrument and/or operate your Account(s) and/or effect any transaction or utilize any Services or otherwise, including all person(s) so authorised to do and authorise to be done all acts, matters and things which may be done on your behalf in connection with your Account(s) and/or Services and for the avoidance of doubt shall include any Company Signatory (as defined in the UOB Business Internet Banking Service Agreement).

“Banking Act” means the Banking Act (Cap. 19 of Singapore) and all subsidiary legislation, notices, circulars, directives, and guidelines issued pursuant thereto, as amended, varied or revoked from time to time.

“FAST” means a FAST Credit Transfer governed by our Terms and Conditions Governing the Application for FAST Credit Transfer.

“Operator” means the operator of the PayNow System appointed by ABS.

“Participating Institution” means an entity which is designated by ABS as a provider of PayNow and which has signed a user agreement with the Operator giving the Participating Institution access to and use of the PayNow Registry in connection with PayNow, including us.

“PayNow” means a service which enables PayNow Registered Accounts to receive payments from PayNow Users who have access to a PayNow ID and such other services or features available from time to time through PayNow.

“PayNow ID” means a Unique Identifier which is registered for PayNow, which may consist of your UEN, your UEN combined with a 3 letter alpha numeric suffix or other combinations (whether assigned by you or by us) or such other Unique Identifiers which can be used as a PayNow ID from time to time and includes any QR Code(s) or other means of identifying your PayNow ID to PayNow Users.

“PayNow Registration” means a registration for PayNow, linking a PayNow ID to a PayNow Registered Account, thereby activating the PayNow Registered Account to receive payments from customers of Participating Institutions and authorizing all details of the PayNow Registration and Account Information to be maintained in the PayNow Registry.

“PayNow Data” means all information and any personal data required from you from time to time for purposes of our bank providing PayNow including but not limited to Account Information, details of your PayNow Registration(s), personal information of your Authorised

Person, account contact and all information, QR Code(s) and data generated in connection with your use of PayNow and payments into your PayNow Registered Account.

“PayNow Registered Account” means the account of a customer of a Participating Institution which is linked to a PayNow ID.

“PayNow Registry” means the PayNow database, including PayNow Registrations of customers of Participating Institutions, which are maintained in the PayNow System of the Operator.

“PayNow System” means the system maintained and operated by the Operator for access and use by Participating Institutions.

“PayNow Users” means persons who know your PayNow ID, whether through you, through use of PayNow or any other means.

“PDPA” means the Singapore Personal Data Protection Act 2012 (No.26 of 2012) and all subsidiary legislation and guidelines issued pursuant thereto, as amended, varied or revoked from time to time.

“QR Code” means a quick response code in the form of a two-dimensional barcode generated for the purposes of PayNow.

“Services” means any services we may provide to you from time to time including but not limited to PayNow, call centre services, electronic or Business Internet Banking Service or mobile services.

“UEN” means the unique entity number based on your entity’s registration number with the Accounting and Corporate Regulatory Authority of Singapore, if applicable, or as issued to your entity by the relevant issuance agency.

“Unique Identifier” means a UEN and/or other type of unique identifier, which can be registered as a PayNow ID.

“we”, “us” and “UOB” mean United Overseas Bank Limited.