

ICBC



中国工商银行

新加坡分行

INDUSTRIAL AND COMMERCIAL BANK OF CHINA LIMITED, SINGAPORE BRANCH

**Internet Banking Terms and Conditions**  
**("Internet Banking Terms")**

The Internet Banking service is offered by the Bank, at its sole and absolute discretion, to individual, corporate or unincorporate customers who maintain one or more accounts with the Bank in Singapore.

The following terms and conditions govern the access to and use of the Service and form part of the Bank's standard terms and conditions for the accounts listed in the Internet Banking Service application form which are incorporated into the following terms and conditions by reference. The use or continue usage of the Service by the Customer will constitute the Customer's agreement to accept and be bound by the following terms and conditions and the standard terms and conditions referred to above.

The following terms and conditions are to be read together with the Bank's Account Terms and Conditions ("Account Terms"). The following terms prevail if there are any inconsistencies only in respect of the Service.

**1. Definitions**

a) In these terms and conditions:

"Account(s)" means the account(s) nominated by the Customer and accepted by the Bank from time to time to be accessible through the use of the Service, provided that the Bank may specify and at its sole discretion vary the types of accounts in respect of which the Service is available.

"Application Form" means the Internet Banking Service Application Form which incorporates these terms and conditions.

"Bank" means Industrial and Commercial Bank of China Limited (Singapore Branch) and which expression includes its successors in title and assigns.

"Business Day" means a day on which the Bank is open for banking business in Singapore but excluding Saturday, Sunday and public holidays.

"Internet Banking Account No." means the identification code provided by the Bank to the Customer to access the Service.

"Customer" means a person holding an account with the Bank which has applied and been accepted by the Bank to make use of the Service whether alone or jointly with any other person, and in the case of a corporation, shall include its successors and, in the case of a partnership or other unincorporated entity consisting of two or more persons, its successors, executors and personal representatives.

"Input User" means the person(s) designated by the Customer to have the power to access and use the Service but is not authorised to approve transactions on behalf of the Customer.

"User ID" means the identification code assigned by the Customer to enable the User(s) to access the Service with a PIN.

"Security Devices" means collectively all digital certificates, digital signatures, electronic keys, logon identifiers, passwords, personal identification numbers (PINs), electronic devices and other codes and access procedures (including without limitation the Digital Certificate, the Internet Banking Account No., the User ID and the PIN) issued by the Bank or assigned by the Customer or any other body designated by the Customer from time to time (and who shall be accepted by the Bank) in order to enable the Customer to access the Service or the User (as the case may be) to use the Service.

"Service" means the Internet Banking service or such other access channels as specified by the

Bank from time to time and accepted by the Customer.

“Signer(s)” for individual customer means the Customer, or for corporate or unincorporate customer means any person(s) designated by the Customer to have the power to access the Service and authorise the giving of instructions on behalf of the Customer via the Service.

“Transfer Limit” means the Transfer Limit as prescribed from time to time by the Bank (or in the event that the Transfer Limit prescribed by the Customer in the Application Form is lower than that prescribed by the Bank, the Transfer Limit prescribed by the Customer).

“Authorised User(s)” means any of the Input User(s) or Signer(s) who are authorised by the Customer to hold and to use the User ID to access the Service with a PIN.

“PIN” means the password assigned by the Bank together with the User ID to enable the Authorised User(s) to access the Service.

“GST” means any goods and services tax, including any tax or levies of a similar nature that may replace it or be levied in addition to it, by whatever name called as imposed by law.

- b) In these terms and conditions, references to the plural shall include the singular and vice versa; words importing a gender shall include every gender; references herein to any person shall include references to an individual, firm, body corporate or unincorporated entity.

## **2. Accounts and Services related terms and conditions**

- a) The Bank reserves the right to refuse and reject any application for Service without assigning a reason for such refusal. The Bank’s acceptance of the application is subject to factors such as the fulfillment of eligibility criteria, the provision of required documents and agreement to terms and conditions specified by the Bank.
- b) In consideration of the Bank allowing the Customer to obtain access to and have the use of the Service, the Customer agrees to act in accordance with these terms and conditions and any other instruction issued by the Bank from time to time and further the Customer warrants that all information provided by the Customer to the Bank in relation to the Service is true, complete and up-to-date.
- c) The Customer agrees to observe and perform all the terms and conditions herein contained and to indemnify the Bank against all reasonable costs (on a solicitor and client basis), claims, demands, expenses, actions, losses and damages which the Bank may suffer as a result of the failure or omission on the part of the Customer to observe and perform these terms and conditions.
- d) Without prejudice to these terms and conditions, any transactions on the Account(s) shall also be governed by all other express and implied terms and conditions applicable from time to time to the Account(s) and in the event of a conflict, these terms and conditions shall prevail.
- e) The Customer acknowledges that if the Customer is to effect trade service transactions via the Service, the transactions shall be subject in all respects to all the agreements under which the trade services are provided to the Customer by the Bank and which the Customer has previously signed and delivered to the Bank. The Customer shall also be bound by all the terms and conditions as contained in the relevant applications.
- f) The Customer shall not send or give instructions or directions to the Bank through electronic mail (“E-mail”). The Bank shall not be obliged to act on any instructions (whether digitally signed or not) so received through E-mail.

## **3. Access to the Service**

- a) The Bank shall supply the Customer with the relevant Security Devices. The Authorised Users shall use the User ID and the PIN to logon and access the Service. The Signers shall use the PIN or the Security Device to approve the transactions prepared by the Input Users. The Customer agrees that it shall use and shall procure the Authorised Users to use the Service and the Security Devices in accordance with all the procedures and requirements laid down in the user guides, manuals, data, processes and other relevant documentation supplied to the Customer from time to

time (collectively the "User Guides"). If any Authorised Users to whom the Security Devices are given is no longer authorized to use the Services in relation to the Account(s), the Customer shall immediately notify the Bank. The Security Devices shall remain the exclusive property of the Bank and shall be returned to the Bank on demand. In the event of any conflict between any such User Guides and these terms and conditions, such User Guides shall prevail in respect of the relevant Service.

- b) The Customer acknowledges that the Service is for the sole and exclusive use of the Customer and, undertakes to ensure that it shall not disclose any or all of the Security Devices to any other person except as permitted under these terms and conditions. The Customer acknowledges that the Security Devices are confidential and any act or omission whether intentional or unintentional by the Customer or the Authorised Users at any time that causes a breach of that confidentiality shall render the Customer liable to the Bank for all losses and damages incurred or suffered by the Bank resulting from that breach of confidentiality. The Customer is solely responsible to keep secure and to take all necessary precautions to maintain the confidentiality of the Security Devices.
- c) The Customer shall not knowingly allow any other person to use the Service and the Customer hereby agrees and acknowledges that the use of the Service by any person (whether or not authorised by the Customer) with any of the Security Devices shall be deemed to be use of the Service by the Customer and the Customer accepts all risks and all liability arising therefrom. Accordingly, the Customer agrees to undertake and bear all responsibility for all transactions, which are carried out by any person whether or not authorised by the Customer using any of the Security Devices other than those transactions which are due to the gross negligence or wilful default on the part of the Bank
- d) The Customer shall notify the Bank (the "**Notice**") immediately of any actual, threatened or likely unauthorised use of any of the Security Devices and shall confirm the Notice in writing. The Customer shall also immediately change the relevant PIN/password relating to the Service. Until the Bank has received the Notice and has been given a reasonable period of time to deactivate and revoke the Customer's User ID, PIN/passowrd or Security Device, the Customer shall have no claim against the Bank for any unauthorised use of any of the Security Devices. Unless Condition 9(e) shall apply and save as provided, the Customer shall be fully responsible for all transactions which are conducted by using any of the Security Devices whether or not such use is authorised by the Customer. The Customer shall indemnify the Bank for all losses and damages in respect of any use of the Service whether or not authorised by the Customer prior to the Bank receiving the Notice unless Condition 9(e) shall apply.
- e) The Bank reserves the right to terminate, suspend, cancel, deactivate, recall or revoke the use of the Security Devices or decline to renew or replace any Security Devices with prior notice to the Customer or without giving any reasons therefore.
- f) The Bank reserves the right to impose and the Customer undertakes to pay any fees, charges and all other costs for the use and / or replacement of the Security Devices.
- g) Where applicable, the Bank hereby grants to the Customer a personal, non-exclusive, non-transferable licence to use any software made available to the Customer by or on behalf of the Bank (the "Software") for the purposes of making and receiving Communications and using any Service.
- h) The Customer shall only use the Software in connection with these terms and conditions and in accordance with the User Guide. The Customer shall notify the Bank immediately if it becomes aware of any unauthorised use of the Software.

#### **4. The Service**

- a) The Customer shall be entitled to effect such transactions via the Service as shall be notified to it and as available from time to time by the Bank subject to the Transfer Limit.
- b) The Service shall only be available in those jurisdictions where it may be lawfully offered.
- c) The Bank may make available via the Service financial, market or other information and data prepared by itself or supplied to it by any person. Any exchange rate, interest rate, dealing rate and

other prices and information given by the Bank via the Service or otherwise in response to an on-line enquiry is for reference purposes only, and is not warranted or represented by, nor is it binding on the Bank. Further, the provision of this information shall not relieve the Customer of the obligation, which the Customer acknowledges that it has, to independently determine market prices and rates, and to vary any information provided by the Service before relying or acting on it and to seek independent professional advice on legal, tax and other issues in connection with the use of the Service, these terms and conditions and any transactions and dealings which may affect the Customer under all applicable laws. Any rate, price and information offered by the Bank for the purpose of any specific transaction with the Customer shall be binding on the Customer upon the Customer confirming his acceptance of it irrespective of any other rate, price or information generally given by the Bank via the Service.

## **5. Acknowledgment and Agreement**

- a) The Customer understands and acknowledges that the Service is provided as an additional service or channel to effect the banking transactions of the Customer with the Bank and shall not be considered as a substitute for other accepted methods of effecting banking transactions. The Customer shall use other methods or channels to effect banking transactions in the event that the Service is not available for any reason whatsoever.
- b) The Customer acknowledges (and shall not dispute) that any instructions given to the Bank via the Service shall operate as a request and mandate by the Customer to the Bank to act upon its instructions and shall have the same legal effect, validity and enforceability as if the instructions have been given in writing by the Customer or by the Authorised Users on the Customer's behalf even if they conflict with the terms of any other mandates given by the Customer at any time concerning the Customer's Accounts or affairs. The Bank does not warrant that any instructions will be acted upon until they are actually executed by the Bank. The Customer further acknowledges that the Bank shall be entitled to act in accordance with its regular business practice and procedures and that it shall only accept such instructions in so far as it is, in the Bank's absolute discretion, applicable and reasonable to do so. The Bank reserves the right to prescribe any conditions subject to which it accepts any instructions or to refuse to act on any instructions if, in its absolute discretion, there are reasonable grounds for so doing (including without limitation imposing and varying any transfer limits or minimum or maximum daily limits with respect to the value of any transaction or dealing or any type of transactions or dealings which the Customer may conduct by using the Service). The Bank shall not incur any responsibility for loss, liability or expense arising out of so declining to act on any instructions. The Customer shall also provide such information or documentation as the Bank or any other body designated by the Bank may from time to time reasonably request for the purpose of or in connection with providing the Service.
- c) The Customer understands the importance of checking all instructions to ensure that they are correct and accurate and accordingly it agrees to check all such instructions before inputting or requesting the Bank to enter into, or instructing the Bank to enter into transactions via the Service. The Customer accepts that any instructions given via the Service by using the Security Devices, once given, may not be rescinded or withdrawn without the consent of the Bank. The Customer acknowledges that all instructions purported or implicitly to be given by or on behalf of the Customer shall be irrevocable and binding on the Customer whether or not such instructions are authorised by the Customer. The Bank shall have no duty to verify the identity or authority of the person giving any such instructions or the authenticity, accuracy or completeness of any such instructions apart from verifying the Security Devices. The customer agrees to waive all rights and remedies against the Bank, its business partners, information service providers, data centres, subsidiaries and agents in respect of any loss, damage or expense thereby arising. The customer agrees to be responsible and shall be liable for all transactions.
- d) The Bank is not obliged to act on any instructions given to the Bank via the Service which are incomplete. The Bank may act on an incomplete instruction where, in the Bank's reasonable opinion, it contains sufficient information. The Bank has no duty to discover, and shall not be liable for, errors or omissions made by the Customer or the Authorised User (as the case may be) or the duplication of any instructions by the Customer or the Authorised User (as the case may be).
- e) The Bank shall be entitled, at its absolute discretion and without giving any notice or reason therefor, to refuse to execute any instructions given to the Bank via the Service including in instances where the Bank reasonably doubts its contents, authorisation, origination or its compliance with these terms and conditions. The Bank shall provide prompt notice, which may be by telephone, to the

Customer of any such rejected instructions.

- f) The Customer acknowledges that instructions involving the transfer of funds between the accounts or any other accounts on any day may at the discretion of the Bank be processed on the day the instructions are given if it is a Business Day, or otherwise on the next succeeding Business Day and the amount of funds to be transferred shall be subject to the Transfer Limit.
- g) The Customer acknowledges that data or information (account balance, transaction history, statement of accounts, etc) relating to the Account(s) provided via the Service may not be conclusive as to the latest current balance as certain transactions may have been made without the relevant entry being made in time when the data or information is provided. The data or information provided is therefore not binding except when expressly stated.
- h) The Customer acknowledges that the Bank's computer data records of the Service transactions and messages (including applicable rates) are, save to the extent of manifest error, conclusive and binding on the Customer. The Customer agrees that such records shall be admissible in the court as evidence of the existence of the transactions and messages, and of the facts contained in such records to the extent admitted by applicable law.
- i) The Customer acknowledges that there may be a time lag in the transmission of instructions, information or communications via the Service, accordingly any instructions in connection with the Service shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe from time to time and until the Bank has actually received such instructions.
- j) The Customer shall abide by all applicable laws and/or regulations in its use of the Service. The Customer shall not use or knowingly allow any other person to use the Service for or in connection with any illegal purpose or activity and the Customer shall notify the Bank immediately if it becomes aware of such use.
- k) The Customer shall not, and shall not attempt or allow any third party to decompile, disassemble, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with or gain access to, any part of the Service, Security Device or any software comprised in it.
- l) All copyright and other intellectual and proprietary rights in the content, including without limitation, the text, software, code, scripts, webpages, music, sound, photographs, video, graphics, graphical user interface, forms, diagrams or other material contained in the Service (collectively, the "Materials") are owned by or licensed to the Bank unless otherwise indicated. The Customer may not copy, reproduce, distribute, modify, transmit, reuse, re-post, or use the Materials for public or commercial purposes without the prior written permission of the Bank.

## **6. Authorisation**

- a) The Customer hereby irrevocably authorises the Bank to debit the Account(s) with any or all amounts pursuant to any withdrawal, transfer and/or transaction instructions given and effected via the Service.
- b) In the event that the amount which has been withdrawn, transferred and/or paid from the Account(s) exceeds the balance in the Account(s), the Bank may retain such shortfall from any payment then or thereafter due to the Customer or otherwise collect such shortfall in whatever way it deems fit including without limitation exercising its rights under Condition 7.
- c) The Bank has the absolute right to withhold any payment which appears to be improper, incomplete or which the Bank has reason to believe is not properly authorised by the Customer.
- d) The Bank may rely on the authority of each Authorised User to transmit information, instructions, payment orders, messages and other communications on its behalf and to do any other act until the Bank has received written notice or other notice acceptable to it of any change from the Customer and the Bank has had reasonable time to act (after which time it may rely on the change).

## **7. Rights of Set-off**

The Bank may, at any time, notwithstanding any settlement of account or other matter whatsoever, (i) combine or consolidate all or any of the then existing accounts opened in the name of the Customer (whether held singly or jointly with others or whether a deposit, current account or any other account of any nature whatsoever, and whether matured or otherwise), and (ii) set off or transfer any sums standing to the credit of any such accounts in or towards satisfaction of any liability of the Customer to the Bank incurred as a result of the use of the Service by the Customer, whether such liability be present or future, actual or contingent, primary or collateral or whether owed solely by the Customer or owed jointly by the Customer and any other person.

## **8. Currency**

Where any payment or the Bank's exercise of its rights under Condition 7 requires the conversion from one currency into another, such conversion shall be calculated at the then prevailing spot rate of exchange (as conclusively determined by the Bank) on the date of the processing of the relevant instruction or as the case may be, the Bank's exercise of the relevant rights.

## **9. Limitation of Liability and Indemnification**

a) The Customer agrees and undertakes to fully indemnify the Bank, its business partners, information service providers, data centres, subsidiaries and agents and to hold each of the aforementioned parties harmless from and against all liabilities, losses, charges and expenses (including legal fees and disbursements on a solicitor-client basis), claims, demands, actions and proceedings which the Bank, its business partners, information service providers, data centres, subsidiaries and agents may incur, suffer or sustain directly or indirectly from or by reason of in relation to the use, misuse or purported use or misuse of the Service and shall pay such money to the Bank upon demand.

b) The Bank does not assume any liability or responsibility to the Customer or any third party for the consequences arising out of or in connection with any:

- (i) delay in or failure of the Service and the Customer's inability to access the Service in whole or in part due to the delay or failure of the communication network;
- (ii) delay in or failure of transmission of instructions or information via the Service arising from, without limitation, failure of any telecommunication equipment to receive information for whatever reason, any telecommunication breakdown, design defect, mechanical failure, power failure, malfunctions, interruption or inadequacy of equipment, installation or software used in connection with the provision of the Service, Act of God, natural disasters, acts of terrorism, embargoes, epidemics, authority or government act, civil commotion, riot, strike, war, fire, flood or explosion;
- (iii) use of the Service and/or access to any information as a result of such use or access by the Customer or any other person whether or not authorised;
- (iv) delay in or failure or interruption of the Service due to the existence of any virus or other destructive or disruptive features which may adversely affect the Customer's hardware, software or equipment, or the operation of the web-site of the Bank generally; or
- (v) disclosure or leakage of instruction or information relating to the Customer and/or the Users from or by any device, equipment, telecommunication company, intermediary through which the instruction or information is transmitted between the Bank and the Customer.

In the event of gross negligence or wilful default on the part of the Bank, the Bank's liability to the Customer shall be limited only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely from such gross negligence or wilful default and shall exclude any incidental, indirect, special, consequential or exemplary damages.

c) The Bank does not warrant, represent or guarantee the accuracy, truth, reliability, adequacy, timeliness or completeness of any information provided via the Service or whether such information is fit for any purpose. The Customer hereby agrees and confirms that information received via the

Service is for reference only and shall not be taken as conclusive evidence of the matters to which it relates. The Bank shall not be liable for any decision made or transactions carried out by the Customer in reliance on the information provided via the Service and the Customer is advised to seek independent advice in respect of any information it acquires via or through the use of the Service Account statements showing transactions transacted through the Account(s) will be supplied by the Bank in accordance with and subject to the terms and conditions governing the relevant Account and shall be conclusive unless and until the contrary is established.

d) In the absence of gross negligence or wilful default on the part of the Bank or unless Condition 9(e) shall apply, the Customer hereby releases the Bank from all liability and undertakes to indemnify the Bank against all reasonable actions, suits, costs, claims, demands, expenses, losses and liabilities howsoever arising in consequence of or in any way related to:

- (i) the Bank acting upon instructions transmitted via the Service by the use of any of the Security Devices whether or not those instructions shall have been made with the proper authority of the Customer;
- (ii) the incorrectness or inaccuracy of any information supplied by the Bank to the Customer via the Service caused by an act or omission, negligence or otherwise of the Customer, the Authorised Users or any third party, or caused by the malfunction of any equipment or software used in connection with the provision of the Service beyond the control of the Bank; or
- (iii) the Customer or any other person obtaining access via the Service to information relating to the Customer or any other person if such access was gained by the use of any of the Security Devices whether such access is authorised by the Customer or not.

e) In the absence of any negligence, fraud or fault on the part of the Customer, the Customer shall not be liable for transactions not authorised by the Customer and performed through the Service due to:

- (i) a computer crime which should have been prevented by the security system of the Bank had the Bank taken such reasonable and practicable steps to ensure the security of the system and to control and manage the risks in operating the system as are in accordance with any laws, codes of conduct or market practices which are applicable to the Bank from time to time;
- (ii) a human or system error due to gross negligence or wilful default on the part of the Bank, resulting in an improper transaction, leading to lost or misplaced funds; or
- (iii) a missed or mis-directed payment due to gross negligence or wilful default on the part of the Bank.

The Bank's liability under paragraphs (i), (ii) and (iii) above shall be limited to the direct losses suffered by the Customer as a result of such causes. The Bank shall not be responsible for any indirect, special or consequential or any other loss or damage.

f) The Bank does not warrant or represent that the Service, any equipment used to provide the Service or used by the Customer to access the Service, the software used in connection therewith, or the information provided therein, or the software (if any) which may be installed in the Customer's equipment is free from virus or other destructive or disruptive features which may adversely affect the Customer's hardware, software or equipment and cause it to suffer loss or damage.

g) The Customer acknowledges that the use of hyperlinks that are or will be available at the website of the Bank to access other Internet sites or resources (the "Sites") shall be at the Customer's own risk. The contents, opinion expressed, and other links provided at the Sites have not been, and are not, investigated, verified, monitored, or endorsed by the Bank. The Bank expressly disclaims any responsibility and liability for the accuracy, contents, availability or omission of information found on any or all of the Sites which may from time to time be linked to or from the website of the Bank. The Customer shall be solely responsible for making all enquiries and investigation and/or verifying the accuracy of the information on the Sites before proceeding with any online or offline access or transaction with any parties. The Customer acknowledges that all activities conducted by the Customer via or at the Sites will be at its own risk. The Bank does not warrant the security of any

information which the Customer may forward or be requested to provide to any parties via the Sites. Notwithstanding anything in these terms and conditions, the Customer irrevocably and unconditionally waives any claims that it may have against the Bank for any loss or damage suffered by the Customer or any other party as a result of, or in connection with, any access to or interaction with any of the Sites accessed via the website of the Bank

## **10. Disclosure and Storage of Information**

- a) The Customer expressly and irrevocably authorises, permits, and consents and gives his written permission to the Bank to collect, store, disclose and transfer to the officers, employees, business partners, information service providers, data centres, subsidiaries and agents of the Bank, any telecommunication companies and any third party (whether within or outside Singapore) such personal data and other information relating to the Authorised Users, the Customer, the transactions and dealings in connection with its Account(s) which the Bank may consider appropriate for the purposes of providing the Service and giving effect to any instructions given or purportedly given by the Customer, or if required by any applicable law or regulation, order or direction issued by any competent court or government or regulatory authority in any applicable jurisdiction.
- b) The Customer expressly and irrevocably authorises, permits, and consents and gives his written permission to the Bank to collect, disclose the Customer's full business/company name and/or other particulars identifying the Customer through the Service to any financial institution and/or such institution's merchants and/or customers for the purpose of indicating that instructions referable to the use of the Security Devices issued to the Customer and/or its Authorised Users are from the Customer.
- c) This clause shall survive the termination of the Service and the Bank's rights and abilities under this clause shall be in addition and without prejudice to the Bank's other rights of disclosure under and pursuant to the Banking Act, Chapter 19 of Singapore or any statutory provisions and in law and nothing herein is to be construed as limiting any of those other rights.

## **11. Expenses and Charges**

- a) The Customer shall pay in a timely manner all fees and charges in relation to the Service to be provided by the Bank in connection with the provision and the use of the Service. The Bank reserves the right to revise such fees and charges upon giving not less than thirty (30) days' notice by such means and in such manner as the Bank thinks fit to the Customer specifying the amount of the applicable fees and charges provided that, where any revision of fees and charges is beyond the Bank's control, the Bank will give such notice to the Customer as is reasonable in the circumstances.
- b) The Customer agrees to pay any and all fees and charges and at such intervals as advised by the Bank from time to time in connection with the provision or use of the Service and the Customer hereby authorises the Bank to debit any of the Account(s) of the Customer with the amount of such fees and charges. The fees and charges applicable shall be payable in advance and are non-refundable.

## **12. Suspension and Termination of Service**

- a) The granting of access to the Service shall be at the Bank's sole discretion and the Bank may suspend or terminate the Service in whole or in part at any time it deems fit. The Bank will not assume any liability or responsibility for any such suspension or termination.
- b) On the closure of an Account(s), the access to that Account through the Service will be terminated forthwith without further notice.
- c) Without prejudice to anything contained in these terms and condition, if:-
  - (i) the Customer fails to pay any sum which is payable by the Customer hereunder or shall otherwise fail to observe or comply with any of the terms, conditions, warranties or representations herein contained whether expressed or implied;

- (ii) the Customer shall commit an act of bankruptcy or enter into liquidation, dissolution, cessation of business or insolvency or shall have a receiving order made against it or shall make any arrangement with its creditors or any assignment for the benefit of such creditors;
- (iii) any distress or execution shall be levied or threatened upon any of the Customer's property or any judgment against the Customer shall remain unsatisfied for more than fourteen (14) days; or
- (iv) the Bank shall suspect without being obliged to give any reason or ground thereof that the Customer or any of its Authorised Users has participated or may participate in any fraudulent transaction or in any activity involving the use of the Service in a fraudulent manner or contrary to any applicable laws, rules, agreements or terms and conditions,

then the Bank may without prior notice to the Customer terminate the Service immediately.

- d) Subject to the aforesaid provisions, the Customer may terminate the use of the Service at any time upon written notification duly made to the Bank and until such notification is actually received and the Service is actually terminated by the Bank, the Customer shall be fully responsible for any and all transactions conducted through the use of the Service by means of the use of any of the Security Devices. The termination of the Service will not terminate the Account(s) or affect the accrued rights and liabilities of the Customer and the Bank.

### **13. Service Conditions**

- a) The Bank may from time to time specify the type and scope of the Service. The Bank reserves the right to modify, expand or reduce the scope of the Service from time to time without giving prior notice to the Customer.
- b) The Service or certain types of service or transaction available under the Service may be available to the Customer only during the service hours specified by the Bank from time to time. The Bank reserves the right to change such service hours without prior notice to the Customer. The Bank may specify the cut-off time for any type of service or transaction available under the Service.
- c) The Bank may from time to time without giving any reason or prior notice, upgrade, modify or alter the provision of, whether in part or in whole, the Service or any information, services or products provided therein and shall not be liable if any such upgrade, modification or alteration prevents the Customer from using the Service.

### **14. Assignment**

- a) The Customer shall not without the prior written consent of the Bank assign any interest or right created by these terms and conditions.
- b) The Bank may at any time assign any interest or right herein created without the Customer's consent.

### **15. Amendment**

The Bank shall be entitled to revise, alter, amend and/or add to these terms and conditions and any other instruction issued by the Bank from time to time. Any revision, alteration, amendment and/or addition thereto shall become effective and be binding on the Customer pursuant to clause 18 of this Terms & Conditions or by display in the banking halls of the Bank or by display in the Bank website or by other means as the Bank thinks fit and where the Customer continues to maintain or use the Service thereafter.

### **16. Severability**

If at any time any of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, such illegality, invalidity or unenforceability shall not affect the validity of any of the other terms and conditions hereof.

**17. Waiver**

No act, delay or omission by the Bank shall affect its rights, powers and remedies under these terms and conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies of the Bank under these terms and conditions are cumulative and not exclusive of the rights and remedies provided by law.

**18. Communication**

- a) The Bank shall be entitled to prescribe from time to time the form of notice and the mode of communication in respect of each type of notice to be given pursuant to these terms and conditions.
- b) All communications delivered personally, by post, facsimile transmission, telex or e-mail shall be deemed to have been received by the Customer, if by personal delivery, at the time of personal delivery or leaving it at the address last notified in writing by the Customer to the Bank, or if sent by post, two (2) days after posting if the Customer's address is in Singapore and seven (7) days after posting if the address is outside Singapore or if by facsimile transmission, telex or e-mail, immediately after transmitting to the facsimile or telex number or e-mail address last notified in writing by the Customer to the Bank. Communications sent by the Customer to the Bank shall be treated as delivered to the Bank on the date of actual receipt.

**19. Miscellaneous**

- a) Where the Customer is a partnership, the terms and conditions herein contained shall be binding on the Customer notwithstanding any change of name of the partnership, admission of new partner(s) or any partner ceasing to be a member of the partnership by reason of death or otherwise.
- b) Neither the Customer nor the Bank shall display the name, trademark or service mark of the other without the prior written approval of the other. The Customer shall not advertise or promote any Service without the Bank's prior written consent.

**20. GST**

If GST is charged on any payment, the Customer will pay such GST in addition to all sums payable and indemnify the Bank against any payment which the Bank is required by law to collect and make in respect of such GST.

**21. Governing law**

- a) These terms and conditions are governed by and shall be construed in accordance with the laws of Singapore. Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Singapore courts with respect to any legal proceedings which may be initiated in connection with these terms and conditions.
- b) 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. The Customer consents to the service of process (whether personal or otherwise) by prepaid post (ordinary or registered) to the Customer's last known address in the Bank's records and the Customer shall be conclusively deemed to have received service on the day following such posting despite any evidence to the contrary.

**22. Contracts (Rights of Third Parties) Act**

A person who or which is not party to these terms and conditions shall not have any right under the Contracts (Rights of Third Parties) Act, Cap. 53B to enforce any provision of these terms and conditions.

**23 Money Laundering**

In order to comply with the relevant anti-money laundering/ counter terrorist financing rules, regulations or laws imposed on the Bank (whether in or outside Singapore), the Bank's internal

policies and procedures, reporting requirements under any legislation or requests from any authorities whether in or outside Singapore, the Bank may:-

- (i) be prohibited from entering or concluding transactions involving certain persons or entities;
- (ii) be required to report any suspicious transaction to any authority.
- (iii) intercept and investigate any payment instructions received or any other information or communications sent by or to the Customer (or by any person purporting to be acting under the instructions of the Customer) and the Bank may delay, block or refuse to make any payment thereby causing delay in processing certain information or instructions.

These transactions may include but not limited to those that may:-

- (a) involve the provision of facility or funding to any person involved or suspected to be involved in money laundering or terrorism or any terrorist act; or
- (b) be relevant to investigation of an actual or attempted evasion of any tax law in anywhere in the world or investigation or prosecution of a person against any applicable law; or
- (c) involve persons or entities which may be the subject of any sanctions.

The Bank is not liable in any manner whatsoever for any loss, damage or expense arising out of any action taken or delay or failure to perform the Bank's obligations under the Account Terms as a result of the Bank taking any steps set out in this clause.

#### **24. Language**

Nothing herein shall oblige the Bank make available the terms herein in any other languages other than English. If the Bank makes available the terms herein in Chinese and English version, then in case of inconsistency between the English and Chinese versions of these terms and conditions, the English version shall prevail.

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