

# GENERAL BUSINESS BANKING TERMS AND CONDITIONS

## SECTION A – GENERAL TERMS FOR ALL PRODUCTS

### 1. GENERAL CONSTRUCTION AND INTERPRETATION

1.1 By applying for or using any of our Products, you are deemed to have read, understood and accepted all of the terms and conditions set out herein, as may be amended, modified or supplemented from time to time (these "**General Terms**"). These General Terms apply to any Product which we provide, and each time you use any of them. These General Terms supplement and are to be read together with:

- (a) the terms and conditions governing the specific Product offered by us alone or by us together with third parties (such as product terms, product application forms, or letters of offer) ("**Specific Terms**"); and
- (b) the terms and conditions of any other document or agreement governing your relationship with us ("**Other General Terms**"),

each as may be amended, modified or supplemented from time to time.

1.2 In the event of any conflict or inconsistency between provisions in the following documents, the provisions in these documents shall take precedence in this order, to the extent of such conflict or inconsistency:

- (a) the Specific Terms;
- (b) these General Terms; and then
- (c) the Other General Terms.

1.3 Interpretation

- (a) The singular includes the plural where applicable and vice versa. A gender includes all genders;
- (b) Headings and sub-headings are inserted for convenience only and do not affect the interpretation of these General Terms;
- (c) Subject to the context, any phrase introduced by the terms "other", "including", "include", and "in particular", or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (d) references to any agreement or document includes any amendment, supplement, or replacement to that agreement or document; and
- (e) references to statutes and other legislation include re-enactments and amendments and include any subsidiary legislation made under any such statute or other legislation.

### 2. AUTHORISATIONS

#### ***Approved Persons***

- 2.1 You may appoint Approved Person(s) (either alone or collectively) to act on your behalf to operate or give Instructions on any of your Accounts or use any Product. If you do, you should be aware of the risks involved, including the possibility that such Approved Person(s) may act without first consulting you. You should consider seeking independent legal advice before appointing such Approved Person(s). Where you appoint such Approved Person(s), you must provide us in writing with their name(s), scope of mandate or authority, and other information as we may so require. We will inform you if we are unable to accept any Approved Person(s) due to any Applicable Laws or our policies.
- 2.2 You are responsible for ensuring that each Approved Person understands and complies with the Banking Agreement for anything an Approved Person does in connection with the Banking Agreement, your Account(s) and / or the Products. You must ensure that each Approved Person is given a copy of the Banking Agreement that applies to any Product that such Approved Person accesses or uses.
- 2.3 You will ensure that your Approved Person(s) is given the appropriate authorisation and that each Approved Person acts within this authority to operate or give Instructions on any of your Accounts or use any Product.
- 2.4 You agree that you solely bear the risk of all consequences arising from, and shall bear sole responsibility and be liable for all acts and transactions of your Approved Person(s) in relation to any Product (including any of your Accounts).
- 2.5 Where you have appointed an Approved Person, you consent to us disclosing any account information or any other information relating to your banking transactions to such an Approved Person.

### **3. TERMS OF USE AND INSTRUCTIONS**

- 3.1 You may access or use our Products through our Digital Banking Services or other means as we stipulate.
- 3.2 We provide the Products to persons in Singapore. The Products are not intended for distribution to or use by any persons in any jurisdiction where such distribution or use is restricted. We do not represent or warrant that the Products are appropriate or permitted or available for use outside Singapore. If you access the Products outside Singapore, you are solely responsible for compliance with all Applicable Laws and relevant restrictions.
- 3.3 All Instructions must be given through our Digital Banking Services or Customer Service Centre. Unless otherwise agreed by us, you must not send us Instructions by any other medium of communication (including but not limited to facsimile transmission, email, or scanned instructions contained in email).
- 3.4 You authorise us to act on any Instruction that is given or appears to be given by you without further reference or notice to you or confirmation from you. These Instructions, once given to us, are irrevocable and binding on you. You agree not to dispute any Instructions so given except in the case of manifest or clerical error provided we have complied with our duties under any applicable regulatory guidelines and frameworks.
- 3.5 You are solely responsible for:

- (a) the accuracy and completeness of all Instructions;
- (b) ensuring that all Instructions are given in a manner that complies with our internal processes and requirements;
- (c) ensuring that the Instructions do not result in your Account being overdrawn, or your overdraft limit, line of credit or facility being exceeded;
- (d) only using the same signature for all Products;
- (e) ensuring that the Instructions are not varied or cancelled after they have been received or processed by us;
- (f) following our directions in connection with the Products and complying with all Applicable Laws;
- (g) giving us all documents and information and help we may need; and
- (h) all Instructions effected through the Digital Banking Services or the use of your Security Code(s), whether in fact authorised or not, and you acknowledge in this regard that only you, and not us, are in a position to ensure that all Instructions effected through the Digital Banking Services or the use of your Security Code(s) will be carried out in an authorised manner.

We are not bound to make any enquiry as to the accuracy of the information contained in any such Instruction.

3.6 We can disregard any Instruction, delay acting on an Instruction or refuse to provide or allow you to use any Product without prior notice or providing any reason, including if:

- (a) we are of the reasonable opinion that the Instruction is inconsistent, incomplete, incorrect, misleading, unclear, conflicting, fraudulent or not given in a manner specified by us;
- (b) it is unreasonable and impracticable to do so;
- (c) it is against our business practice or any internal policy or procedure;
- (d) it is against any Applicable Law (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, the United Nations and the European Union);
- (e) it results in an Account being overdrawn or category limit on the Account or the transaction limit for any Product being exceeded;
- (f) if a minimum balance requirement applies to the Account and the instruction would cause the Account balance to fall below that minimum balance;
- (g) circumstances beyond our control prevent your Instructions from being carried out; or
- (h) you have not provided us with all documents, verification and information we require.

3.7 We do not guarantee that an Instruction will be carried out within a particular timeframe or in any particular order; and there may be a time lag between the time you provide an Instruction and the time the Instruction is carried out by us. We shall not be liable for any failure or delay in acting on any Instruction due to any reason beyond our control (e.g. any delay or error in transmission beyond our control). You remain solely responsible for monitoring and checking that your Instruction has been duly processed whether or not we may notify you of the same.

3.8 We may:

- (a) rely and / or act on any Instruction we believe in good faith has been given by you;
- (b) rely and / or act on incomplete, unclear, conflicting or multiple Instructions if we reasonably believe we can correct the information or determine the order of acting without referring to you;
- (c) from time to time require the use of Access Procedures, specify additional conditions or change or implement new security procedures for accepting Instructions;
- (d) disregard, refuse to act on any Instruction or suspend or delay or cancel or reverse any Instruction if we deem that action to be necessary, desirable or appropriate;
- (e) refuse to act on any Instruction that would result in transaction limits being exceeded;
- (f) cancel or reverse any action taken on the basis of an Instruction, demand refund, debit the Account, cause the amount to be unavailable for withdrawal or treat the applicable Product as overdrawn or exceeding its limits, if:
  - (i) we need to correct any error or omission;
  - (ii) we are required to return funds to the payer or drawer;
  - (iii) we have not received cleared and unconditional funds in full or in time;
  - (iv) our internal checks indicate that the Instruction was not from you;
  - (v) we have reasonable grounds to do so for any other reason whatsoever;
- (g) refuse to act on an Instruction to cancel or vary an earlier Instruction, or agree to the variation or cancellation of any prior Instruction on conditions we require. We may have fully executed the Instruction already, have insufficient time or we may not be able to cancel or amend an unexecuted or partly executed Instruction for any reason. We will try to stop a transaction when instructed but we will not be responsible for any Loss you incur if we cannot do so;
- (h) determine the order of priority in effecting any Instructions, and other existing arrangements you have made with us; and
- (i) in the event of any changes notified by you, continue processing your Instructions in accordance with the mandate given to us prior to such notice of change while pending completion of our processing of such notice of change.

3.9 You acknowledge and agree that our Access Procedures provide commercially reasonable security procedures to:

- (a) verify that Instructions originate from you;
- (b) verify that Instructions are not changed during transmission to us via the Digital Banking Services; and
- (c) indicate your intention in respect of the information set out in the Instructions,

and that such Access Procedures are as reliable as appropriate for the purpose for which the Instructions are generated or communicated.

3.10 You agree that where any person uses the Access Procedures to use or access the Digital Banking Services or issue Instructions through the Digital Banking Services:

- (a) we shall regard that person to be you;
- (b) any such use or access of the Digital Banking Services shall be deemed to be use or access by you; and
- (c) any such Instructions shall be deemed to be instructions that were validly issued and authorised by you and shall be valid, binding and enforceable on you.

unless we in fact know that there is unauthorised use of the Access Procedures. Accordingly, we may act on such Instructions or allow any such person to use or access the Digital Banking Services without performing any further check on such person's identity, the authenticity of any such person's Instructions or such person's authority to use or access the Digital Banking Services.

3.11 We shall in our discretion agree to accept Instructions when you:

- (a) give Instructions to us in such mode or manner agreed by us from time to time; and
- (b) electronically sign such Instruction or otherwise electronically confirm your intention in respect of such Instruction. In this connection, you authorize and consent to us to collect and link your signature with the relevant Instruction in electronic form, using an electronic signature pad or other Equipment capable of collecting, recording and / or storing information and signatures in electronic form, in a manner which complies with our internal processes and requirements.

The Instruction, together with your electronic signature or electronic confirmation so collected and linked, are collectively the "**Electronic Signature Instruction**".

3.12 You agree that such signature of yours collected, received and / or stored in such electronic form shall be deemed to be equivalent to your signature in hard copy for all purposes provided that your identity has been verified in a manner which complies with our internal requirements. You further agree that the Access Procedures applied to verify the Electronic Signature Instruction are commercially reasonable, secure, and reliable as appropriate for the intended purposes.

3.13 You agree that the Electronic Records maintained by us or on your behalf (including, but not limited to, each Electronic Signature Instruction), which fulfil our internal processes and requirements, shall be deemed to be valid, accurate and authentic, and given the same effect as if such Electronic Records were written and signed between you and us in hard copy.

3.14 We will not be responsible for any Loss to you that results from us exercising our right of action under this Clause 3.

3.15 If you become bankrupt, lack capacity, or pass away or become insolvent or in the event of your winding up, judicial management or receivership, we may freeze or suspend operations on any Product, not act on any instrument presented or any Instructions received, and refuse access to the Products (including funds in any Account), without being responsible for any Loss thereby incurred by you, your successors or anyone else until we receive, to our satisfaction, evidence of the person(s) who have the legal authority to operate the Product.

3.16 You must give us Instructions when you want to: (a) change or cancel the operating mandate; or (b) change any signature; and / or (c) modify any authorisation given to Approved Person(s). We

are entitled to a reasonable period to process the change or cancellation. Any such Instruction submitted to us will be effective only upon our written confirmation to you that your Instructions have been accepted by us.

- 3.17 We may honour, in our sole discretion, for a payment, all Instructions given and instruments signed in accordance with the previous operating mandate if these Instructions and instruments are dated before, but presented after, we have received and accepted your instruction in accordance with Clause 3.15 above.

#### **4. COMMUNICATIONS AND NOTIFICATION ALERTS**

##### ***Communications to you***

- 4.1 You shall give us your identification and contact information (including your mobile number and email address) so that we can send you notices and other communications in connection with the Products.
- 4.2 You shall ensure that all your identification and contact information are correct and up-to-date at all times. You shall promptly inform us of any change to your name, contact information or any other information we have on our records (including information relating to your Approved Person(s), partners, directors or constitutional documents, as the case may be) and give us reasonable time to effect the change. If you fail to inform us promptly of any change to your contact information or other information, we shall not be responsible for any loss, damage or other consequence which you may suffer as a result of your failure or delay.
- 4.3 You shall take all steps necessary to allow the Digital Banking Services to send Push Notifications or other notification alerts to your Equipment; including enabling Push Notifications on your Equipment.
- 4.4 You are solely responsible for opting in to receive all notification alerts for all outgoing transactions, activation of digital security token(s) and the conduct of High-Risk Activities made from or using your Account, and to monitor the notifications alerts sent to your contact information in our records. We are not required to provide reminders or repeat notifications regarding any notification alerts.
- 4.5 Notices, information, documents and communications will be sent in the manner we deem appropriate, including via the Digital Banking Services, and / or through Push Notifications sent to your Equipment (whether or not you are logged into the Digital Banking Services).
- 4.6 You agree that unless otherwise expressly provided in writing, any notices, information, documents and communications sent by us to you via the Digital Banking Services will be deemed effective or received by you at the time and date it is despatched to you.
- 4.7 You shall bear all risks for the notices, information, documents and communications made by you to the Bank and by the Bank to you. You shall not hold us liable in the event that any notice, information, document or communication is delayed, intercepted, lost or failed to reach you during delivery, transmission or dispatch, or if the content of such notice, information, document or communication is disclosed to any third party during transit, except where you have conclusively established in the courts of Singapore that such delay, interception, loss or failure to reach you or disclosure to any third party was due solely to our gross negligence or wilful default.

## ***Notification alerts***

- 4.8 Where required by Applicable Laws, we will send you notification alerts for outgoing transactions, activation of digital security token(s) and conduct of High-Risk Activities made from or using your Account. You agree that:
- (a) unless otherwise specified by us, notification alerts will be sent via SMS to the mobile number you have provided to us, via email to the email address you have provided to us, or in-App notifications;
  - (b) while we generally send such notification alerts on a real time basis for each outgoing transaction, activation of digital security token or conduct of High-Risk Activity (as applicable), it may be possible that they may be sent and / or received some time after the relevant transaction, digital security token activation or High-Risk Activity or there may be delays in such sending and / or receipt;
  - (c) if your contact information in our records is not complete, accurate or up-to-date, you will not be able to receive any notification alerts; and
  - (d) you accept all risks of not receiving any notification alerts promptly or at all for any reason. We will not be liable for any delay, breakdown, error or failure in the transmission or receipt of any notification alert for any reason.
- 4.9 You are solely responsible for activating or enabling notification alerts on your Equipment which is used to receive notification alerts from us, for opting to receive all notification alerts for all outgoing transactions (of any amount), activation of digital security token(s) and conduct of High-Risk Activities made from or using your Account, and for monitoring the notification alerts. You are also solely responsible for ensuring that your Equipment and email inbox are able to receive notification alerts from us and that you will receive the relevant notification alerts in any relevant case. You understand that if your email inbox is full, you will not be able to receive the notification alerts we send to you via email. You must promptly inform us if you do not receive any notification alerts.

## **5. STATEMENTS AND RECORDS**

### ***Electronic statements and transaction records***

- 5.1 Where we issue statements, confirmation advices and / or transaction records in electronic form (collectively, the "**Electronic Statements**"), you agree that:
- (a) Electronic Statements may be made available to you through the Digital Banking Services, by email, or by any other methods as we may determine and give reasonable notice to you of.
  - (b) you shall provide your email address or mobile number of which you are the registered or authorised user, or such other information we request to make the Electronic Statements available to you;
  - (c) we are not liable for any non-receipt of the Electronic Statements, whether resulting from our mode of delivery, or an invalid or incorrect email address or mobile number, or otherwise; and
  - (d) we may continue to make available the Electronic Statements through the Digital Banking Services or such other channels as we may designate from time to time even if your email address or mobile number in our latest records is invalid.

5.2 You must:

- (a) carefully check each Electronic Statement for completeness or accuracy as soon as you receive it;
- (b) promptly report to us any missing information, discrepancy, mistake, inaccuracy or unauthorised transaction. Unless otherwise stated in our Banking Agreement, if you do not report any mistake or inaccuracy within 7 days after the date of Electronic Statement, you would be deemed to have confirmed that the Electronic Statement is correct, final and conclusive without prejudice to our rights in Clause 5.6. You also agree that, without prejudice to our rights in Clause 5.6, the Electronic Statement shall as between us be conclusive evidence as to the balance shown therein and that the Electronic Statement shall be binding on you, and you shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against us in respect thereof; and
- (c) report to us as soon as possible, and within 7 days of when you usually receive it, if you do not receive or are unable to access any Electronic Statement that is due to you.

5.3 If any Electronic Statement is returned undelivered, we may not send you any statement in future until you confirm or update your contact details with us.

5.4 The date appearing on a transaction record may vary from the date appearing on the statement or confirmation advice, as transactions completed after cut-off times or on non-Business Days may be processed at a later date.

5.5 We may destroy, erase or stop maintaining any record (whether in paper, electronic, data or other form) after such time as permitted by Applicable Law.

5.6 Nothing in this Section shall prevent us from rectifying any errors or omissions in any statement, confirmation advice or transaction record. We will notify you after any rectification in any statement, confirmation advice or transaction record has been made, and if you do not raise any objection to such rectification within 7 days, any such amended statement, confirmation advice or transaction record shall be binding on you.

***Conclusiveness of records***

5.7 You agree that, absent manifest error and subject to Clause 5.2(b) and rectification in Clause 5.6 above:

- (a) all Electronic Records are final, conclusive and irrefutable evidence of the instructions, communications, acknowledgments and agreements contained therein; and
- (b) our records (in any form) of an instruction, report, statement or communication, including any certificate we issue, or decision we make, shall be final and conclusive, and the same will be binding on you for all purposes.

5.8 The Electronic Records and all our records for such period shall be stored in accordance with Applicable Laws and the standards and practices of the banking industry. You agree that all Electronic Records and all our records are relevant and admissible in evidence.



- 5.9 You shall not dispute the validity, accuracy or authenticity of the contents of any such Electronic Records and all our records, merely on the basis that such records were produced by or are the output of a computer system.

## **6. CUSTOMER'S REPRESENTATIONS AND WARRANTIES**

- 6.1 You represent, warrant and undertake, at all times, that, unless otherwise agreed in writing with the Bank:

- (a) you have full legal capacity and authority to open, maintain and operate all Products you have with us, and to give us all Instructions in connection with the foregoing, and to comply with your obligations under the Banking Agreement;
- (b) where you are a corporation, you are duly incorporated or otherwise properly constituted and validly existing under the Applicable Laws of the jurisdiction of your incorporation;
- (c) you have the power and have obtained all authorisations, consents, licences, or approvals necessary to agree to the Banking Agreement, and you will ensure the same is maintained in full force and effect;
- (d) your obligations under the Banking Agreement are valid, binding and enforceable and the entering into of and performance of such obligations will not breach any agreement, authorisations, consents, licences, or approvals or Applicable Law or where you are a corporation, your constitutional documents;
- (e) you will not use any Product in a manner which would contravene any Applicable Laws, the Banking Agreement, or such other guidelines or requirements as the Bank may otherwise specify;
- (f) you are acting for your own account and all Products belong to you as principal unless disclosed to us and agreed by us and not as trustee, agent, or nominee. You shall not permit any other person to use or access any Accounts or Services unless disclosed to us and agreed by us. All Products are provided to you for your sole and exclusive use. In this regard, you also acknowledge that we do not have to recognise any person other than you as having any interest in the Product, and you agree that you shall use the same signature for all Products;
- (g) you have not withheld any information, and all information you provide to us is true, accurate and complete and if there is a change in the information provided, you will report the change as soon as possible to us in such manner as required by us;
- (h) immediately notify us of any change in your personal particulars and any other previously particulars disclosed to us including your residential and / or mailing address, your email address and your contact number(s);
- (i) you will not (i) offer, promise or give; or (ii) agree to receive or accept, any bribe;
- (j) you will comply with all Applicable Laws in all jurisdictions that apply to you or in relation to your use of the Products including reporting your worldwide income to any applicable tax authority;
- (k) you do not have immunity from jurisdiction of any court or from legal process;
- (l) you accept any and all risks in connection with the access and use of the Products; and

- (m) you will reasonably provide us with any assistance, information, or documents that we may need from time to time (whether for us to comply with our obligations under all Applicable Laws, to act on your instructions, for the operation of the Products, or otherwise).
- 6.2 You shall immediately notify the Bank if any of the foregoing under Clause 6.1 is no longer truthful or accurate or if you are otherwise in breach of the foregoing or any of the terms of the Banking Agreement.

## **7. ACCESS PROCEDURES AND RESPONSIBILITY FOR SECURITY**

- 7.1 We or any service provider on behalf of us may issue to you one or more Security Codes in any combination of letters, numerals and characters. You agree to the use of the Security Code(s) to evidence your identity and provide Instructions as to the Products or any transaction by you.
- 7.2 We may deactivate or revoke the use of any Access Procedure without giving prior notice to you.
- 7.3 You shall be responsible for taking reasonable security measures to prevent the unauthorised or fraudulent use of the Products. Without limiting the generality of the foregoing, you shall:
- (a) only use the Products in the manner specified by the Access Procedures and, where possible, follow all security and cyber hygiene instructions provided by us to you;
  - (b) take all precautions and reasonable care to prevent loss, theft, forgery, fraudulent, illegal or unauthorised use of your Products and / or Security Code(s);
  - (c) with respect to any Equipment you use to access the Products:
    - (i) update the Equipment's browser to the latest version available, where applicable;
    - (ii) patch the Equipment's operating systems with regular security updates provided by the operating system provider, where applicable; and
    - (iii) install and maintain the latest anti-virus software on the Equipment, where applicable.
    - (iv) download our App used to access the Products from official sources only;
    - (v) not root or jailbreak the Equipment used to access the Products;
    - (vi) not download and install onto the Equipment any applications from third-party websites outside of official sources, in particular unverified applications which request device permissions that are unrelated to their intended functionalities;
  - (d) keep your Security Code(s) confidential at all times, and must:
    - (i) not disclose your Security Code(s), including to any of our staff, nor disclose it in a recognisable way on any Product, authentication device, or any container for your Product; and
    - (ii) not allow any unauthorised parties (without exception) to use your Security Code(s);
    - (iii) select strong passwords for your Security Code(s) (where applicable), such as a randomised mix of uppercase and lowercase letters, numbers and / or symbols or

strong authentication methods made available by your Equipment provider such as facial recognition or fingerprint authentication methods;

- (iv) change your passwords used as your Security Code(s) (where applicable) regularly for protection and not set passwords that are similar or the same across various platforms or services (including third party platforms and services);
  - (v) not write down or record your Security Code(s) in a manner that allows any third party to easily misuse a Security Code (e.g. without disguising it). If you keep any record of the Security Code(s), you should make reasonable efforts to secure the record, such as keeping the record in a secure electronic or physical location accessible or known only to you, and keeping the record in a place where the record is unlikely to be found by a third party;
  - (vi) not leave your Equipment used to access the Products unattended while logged in to the Products or Services; and
  - (vii) read the content of any message sent to you containing your Security Code(s) before completing any payment transaction or High-Risk Activity to verify that the stated recipient of such payment transaction or such High-Risk Activity is intended.
- (e) take reasonable efforts to avoid falling for online banking scams, including:
- (i) not clicking on links provided in SMSes or emails;
  - (ii) verifying SMSes or emails received by contacting our Customer Service Centre;
  - (iii) verifying that you are at the Bank's official website before making any transactions, or transacting through the App;
  - (iv) closely monitoring notification alerts or other notifications;
  - (v) carefully reviewing and understanding the scam education alerts or other updates, notices or warnings that we may send to you;
  - (vi) reading the relevant risk warning messages sent by us to you before proceeding to confirm the performance of any High-Risk Activities;
  - (vii) referring to official sources such as the Monetary Authority of Singapore's Financial Institutions Directory and the Platforms to obtain our website addresses, phone numbers and/or other contact information; and
  - (vii) not clicking on any links or scanning any quick-response (QR) codes purportedly sent by us unless you are expecting to receive information on our Products or Services via these links or QR codes;
- (f) not impersonate any person or entity, upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by us, interfere with, or disrupt, our servers or networks, or violate any requirements, procedures, policies or regulations applicable to the Products or Services or of any networks connected to the Products or Services;
- (g) cooperate with us in any investigation (whether internal or external) or legal proceeding, including permitting us or any supervisory or regulatory body to have access to your Equipment as we or the supervisory or regulatory body may request, and you shall cooperate in answering any of their queries in relation to any aspect of the Products; and

- (h) delete the history, cookies and all credentials stored on your Equipment used to access the Products or Services before disposal or before passing such Equipment temporarily to someone else, and immediately upon termination of the Products.

7.4 You agree that where you perform an activation of digital security token on your Equipment or where there is a login to your Account from a new device, we may impose a cooling off period of at least 12 hours (or such other time period as we may prescribe) on your Equipment or your Account in which High-Risk Activities cannot be performed from or using your Account during such time.

7.5 You must make a report to us as soon as possible if you:

- (a) suspect or become aware that your Equipment or Security Code(s) is / are lost, stolen, misused or tampered with;
- (b) suspect or become aware that a third party is aware of your Security Code(s);
- (c) suspect or become aware that there has been unauthorised access to or use of your Products, Equipment, or Security Code(s); or
- (d) suspect or become aware of any unauthorised transactions, High-Risk Activities or activations of digital security token made from or using your Account which you did not initiate or consent to,

and provide such information as we may require and take such action as we may reasonably request to protect you and / or the Bank. You should let us know the reasons for the delayed report if you fail to report to us on the above as soon as possible or within 30 calendar days.

7.5 If you inform us that the security of your Security Code(s) (including any of your Unique Biometric Identifiers) has / have been compromised, we may take all reasonable actions, including suspending your Account, or requiring you to change the Security Code(s), re-registering your Unique Biometric Identifier or ceasing the use of the Biometric Access Services.

7.6 When you have made a report in line with Clause 7.5, you shall, within a reasonable time and upon our reasonable request, provide us further information in relation to such report.

7.7 Subject to Applicable Laws, all withdrawals, transfers and / or transactions by any person whether or not authorised by you prior to our actual receipt of any such notice from you shall be conclusively binding on you.

7.8 You are responsible for notifying any payee with whom there are standing payment arrangements on your Account as to termination of such standing payment arrangements. If you do not notify the payee as such and the standing payment arrangements are not terminated, we have the right to debit the amounts from your Account or any of your other Accounts.

## **8. PAYMENT RESPONSIBILITIES**

8.1 You are responsible for:

- (a) making payments of all fees, charges, costs, expenses, commissions under the Banking Agreement or as notified to you (including any bank charges, commissions, administrative charges, interest and fees charged by any party in connection with your use of the Products,

and for handling garnishee orders, injunctions or other court orders, judgment or proceedings relating to your Account or the monies in the Account). Any fees, charges or interest paid is not refundable unless we agree otherwise;

- (b) ensuring that payments you make are in immediately available funds and without any deduction or withholding in respect of any tax or levy unless the deduction or withholding is required by law. If you are required by law to make deductions or withholdings, you must ensure that the amount we receive is equal to the amount payable in the absence of the deduction or withholding. Otherwise we are entitled to debit such amounts from your Account;
- (c) paying all taxes (including all goods and services tax) imposed on or payable in respect of any amount incurred on or debited to the Account or on your Products. We are entitled to debit the amount of such costs and expenses from your Account. You must reimburse us if we are required by law to collect and make payment in respect of any taxes; and
- (d) ensuring that all payments to us are received by us on the due date in full and in the currency in which they are due.

8.2 Notwithstanding any term in the Banking Agreement, we may demand from you at any time an immediate repayment of any amount you owe us.

## **9. LIABILITY FOR UNAUTHORISED ACTIVITIES**

### ***Unauthorised Activities***

- 9.1 Without prejudice to the other terms of the Banking Agreement, we are not liable for any and all Losses arising from any Unauthorised Activity, unless such Unauthorised Activity arises from our fraud or negligence.
- 9.2 You undertake to report any Unauthorised Activity to us (in the manner prescribed in Clause 9.3) as soon as practicable and in any event, no later than 30 calendar days after receipt of any notification alert for such Unauthorised Activity. Where you are unable to report the Unauthorised Activity to us as soon as you receive any notification alert for any Unauthorised Activity or otherwise within the time period set out above, you shall provide us with reasons for the delayed report.
- 9.3 You may report any Unauthorised Activity to us by calling our 24-hour Customer Service Centre, or as we may allow you to do so from time to time, via our Platforms. We will provide you with a written acknowledgement of your report via SMS or email.
- 9.4 You should also activate the self-service “kill switch” feature provided by us via our App (or any other Platform as we may prescribe) to block further mobile and online access to your Account as soon as practicable after your receipt of any notification alert for any Unauthorised Activity, if you have reason to believe that your Account may have been compromised or if you are unable to contact us for any reason.
- 9.5 You undertake to provide us with the relevant information (as may be requested by us from time to time) on the relevant Unauthorised Activity within a reasonable time period, including:
  - (a) the Product affected, including your affected accounts with any other banks or financial institutions (if any);

- (b) your identification information;
  - (c) the type of Security Code and Equipment used to perform any transaction (if any);
  - (d) your name or identity in respect of the Account,
  - (e) whether an Account or Security Code was lost, stolen or misused and if so:
    - (i) the date and time of the loss or misuse,
    - (ii) the date and time that the loss or misuse was reported to us (if applicable), and
    - (iii) the date, time and method that the loss or misuse was reported to the police;
  - (f) where any Security Code is applicable to the Account,
    - (i) how you recorded the Security Code, and
    - (ii) whether you had disclosed the access code to anyone;
  - (g) information that we reasonably require to determine if you were reckless or negligent; and
  - (h) any other relevant information about the report that is known to you, such as:
    - (i) description of the scam incident, including details of the communication with the suspected scammer(s);
    - (ii) details of the remote software downloaded (if any) as instructed by the scammer(s);
    - (iii) whether you have received any Security Code(s) and/or notifications alerts sent by us, and where applicable or possible a confirmation from the relevant telecommunication operator(s) to verify the receipt status if you are able to obtain the same; and
    - (iv) suspected compromised applications (if any) in your Equipment.
- 9.6 You agree to make a police report on the relevant Unauthorised Activity as soon as practicable if we so request to facilitate our claims investigation process or if you suspect that you are a victim of scam or fraud. You shall cooperate with the police and provide evidence to them as far as practicable. You also agree to furnish a copy of the police report to us within three (3) calendar days of our request in order to facilitate our claims investigation process.
- 9.7 If you so request, and subject to Applicable Laws, we will endeavour to provide you with relevant information that we have of all the Unauthorised Activities which were initiated or executed from your Account.
- 9.8 If you disagree with the outcome of our claims investigation in relation to any Unauthorised Activity for any reason, you may raise a dispute with us. In such case, you agree to provide us with all relevant information as we may request from you to facilitate our investigations into such dispute, including records of all relevant correspondence such as email or SMS logs from your telecommunication service provider if you are able to obtain the same or screen shots of the relevant correspondence or SMS received on your Equipment.
- 9.9 Without prejudice to Clauses 14 and 15, unless otherwise specified in our Banking Agreement, you are liable for any and all direct, indirect or consequential Losses suffered or incurred by you, us and / or any other person if they are caused by you, whether alone or with any person, acting fraudulently, negligently or breach of the Banking Agreement or any Applicable Laws.

9.10 Subject to and without prejudice to the other terms or any other liability as you may incur or owe to the Bank or any other person, and to the extent permitted under all Applicable Laws, you acknowledge that you are liable for the following transactions that occur on your Account:

- (a) transactions carried out with your knowledge and consent;
- (b) transactions carried out using a Security Code that is linked to your Account (unless we have received notice from you to cancel that Security Code). This includes any transaction which is carried out by someone other than you with or without your knowledge and consent, and applies even if you have complied with our requirements regarding safeguarding Security Codes;
- (c) transactions conducted (whether or not using our Digital Banking Services) which are not in fact authorised by you, including without limitation Unauthorised Activities, or such transactions where you have acted fraudulently, or negligently such as failing to properly safeguard or prevent unauthorised access to a Security Code, or not notifying us if a Security Code is breached, lost or stolen; or
- (d) any other transactions specified in the Specific Terms that you are liable for.

## **10. OUR RIGHTS OF APPROPRIATION, DEBIT, SET-OFF AND CONSOLIDATION**

10.1 We shall be entitled at any time and without notice to you, to perform any or all of the following:

- (a) appropriate, set-off or debit all or part of the balances in any of your Accounts or any accounts you may have with any of our Affiliates, to pay and discharge all or part of your liabilities (whether actual or contingent) to us, and where required, earmark any amounts credited or expected to be credited into your Account(s) or your accounts with any of our Affiliates, even if this would make your account(s) overdrawn;
- (b) combine or consolidate all or any of your Accounts (whether matured or not) regardless of where your Accounts are located;
- (c) retain as security and / or sell by public or private sale any of your funds, chattels, securities and other valuables deposited with us for safe custody to pay and discharge all or part of such sum demanded at any time after demand for payment thereof having been issued (whether or not received by you) and without further notice;
- (d) refuse any withdrawals from your Account where the Account is earmarked for purposes under this Clause 10.1 until the sums owed by you are paid in full;
- (e) make the necessary conversion at our prevailing currency exchange rate where any set-off or consolidation undertaken by us involves the conversion of one currency to another;
- (f) appropriate, debit, earmark (including earmarking amounts expected to be credited to your Accounts or withhold such amounts from the balances in your Accounts), that an Affiliate confirms to us as owing to it pursuant to any agreed terms between you and it, to pay and discharge all or part of your liabilities to such Affiliate;
- (g) cause or make recommendation to any of our Affiliates to suspend, freeze, terminate or close your account with such Affiliates, or to take any other action against you in our, or our Affiliates' sole discretion to the fullest extent permitted by Applicable Laws, in the event you fail to make payment of any amount due to us or otherwise breach any of the terms of the Banking Agreement or any other agreement between you and us or any of our Affiliates;

- (h) debit any sum from any of your Accounts where we are notified of or we reasonably determine that the sum has been credited into any of your Accounts due to a mistake, error or omission; and / or
- (i) debit from your Account any sum or prevent the credit of any sum to your Account, and deal with the sum as we reasonably deem fit, if we: (i) are notified of or in good faith suspect that your Account has been used for unlawful purposes; or (ii) deem it necessary or appropriate in good faith to comply with Applicable Laws.

**10.2 In the event:**

- (a) we accept or incur liability, whether on your Account or in respect of any activities or transactions in connection with or in your Account (regardless of whether or not you have knowledge of such activities or transactions), whether or not at your request, whether the liability is incurred in Singapore or elsewhere, present or future, actual or contingent, liquidated or unliquidated, primary or collateral, several or joint either alone or jointly with any other person;
- (b) you fail to make payment of any amount due to us;
- (c) you fail to return to us any amount which has been wrongly credited to your Account through any means or correctly credited but subsequently defaulted by the remitting or paying party;
- (d) of your death, incapacity, winding-up, bankruptcy, insolvency, judicial management or receivership; or
- (e) you breach any provision of the Banking Agreement; you will bear all costs, charges, expenses or any losses directly or indirectly related to any of the actions taken by us in Clause 10.1 and will immediately upon demand from us pay us such amount.

**10.3.** All payments made by us to an Affiliate under Clause 10.1(f) shall be in full and final discharge of our liabilities owing to you under the Banking Agreement.

**11. DISCHARGE OF PAYMENT OBLIGATION**

**11.1** Any sum(s) owing by us to you can be paid: (a) in any manner which we reasonably deem fit and reasonably notified to you; or (b) by complying with your Instruction (if we grant you the option to choose how we may pay such sums owing to you), either of which shall be considered as good and sufficient discharge of our payment obligation to you.

**12. AVAILABILITY AND SUSPENSION OF PRODUCTS**

**12.1** We may at any time:

- (a) change the operating hours or the time period during which any Product may be available;
- (b) set or change the frequency or manner of use of any Product;
- (c) limit, cancel or suspend the operations or use of any Product;
- (d) refuse to re-issue, renew or replace any Product; and



- (e) revise the terms and conditions applicable to any Product, and may where relevant, notify you of the foregoing.
- 12.2 We do not guarantee that the Products and / or your access thereto will always be available and uninterrupted.
- 12.3 We reserve the right to reject any application for any of the Products, without assigning any reason whatsoever.
- 12.4 We are not liable for any Loss if we limit, cancel or suspend the operations or the use of any Product whether due to:
  - (a) any force majeure, calamity, industrial actions, power failure, computer breakdown or sabotage, or any cause beyond our control;
  - (b) the unavailability of or inaccessibility to your records or the Products; or
  - (c) any other reason we believe is necessary, desirable or appropriate.
- 12.5 If we provide and you use any new, additional or enhanced Product, the terms and conditions governing the new, additional or enhanced Product will be binding on you.

### **13. FEES, CHARGES, INTEREST**

- 13.1 The fees, charges and interest payable by you will be determined by us and may change from time to time. Any change in the amount of fees, charges and interest payable will be notified to you in accordance with our usual practice.
- 13.2 We are entitled to impose a fee if you fail to maintain the minimum balance required for the Account(s) or if the Account(s) remain inactive or dormant for such duration as we may prescribe from time to time.
- 13.3 There will be no refund of any fees, charges and interest payable upon the termination of the Account or Service.
- 13.4 We are entitled to debit the Account at any time for any fees, charges, and interest due and owing by you to us even if the Account would be overdrawn as a result.
- 13.5 If any sum due and payable by you is not paid on the due date, you shall be liable to pay default interest on such unpaid sum. Default interest will be calculated in accordance with our usual practice and will be payable before and after judgment. The amount of default interest will be added to the unpaid sums, and the total amount will bear interest until all the sums you owe us are paid in full.
- 13.6 Please see MariBank's Fees and Charges for details of the applicable fees, charges, and default interest rates.

### **13A. DISCLOSURE OF BENEFITS**

- 13A.1 You acknowledge that we may pay to or receive from any agent, counterparty, broker, Affiliate or any other third party who may have introduced you to us fees, charges or other quantifiable benefits

(including any commissions, rebates and retrocessions) in any form in respect of any Products (including any Account, Service or facility) or transactions effected for or with you. We will disclose any such fees, charges or other quantifiable benefits received by us in accordance with, and to the extent permitted by, Applicable Laws, and you agree that we shall not be liable to account to you for, and may retain, the same for our own account and benefit.

## **14. INDEMNITY**

- 14.1 You shall keep us indemnified at all times against, and hold us harmless from and against all Losses which may be brought against or suffered, paid, incurred by us directly or indirectly under, out of or in connection with us providing the Products, performing our obligations hereunder or accepting Instructions received from or purportedly given by you, including but not limited to, by way of the Digital Banking Services, and acting or failing to act thereon or in connection with any breach of any warranty given by or obligation by you under the Banking Agreement. Such indemnity shall continue notwithstanding the termination of any (and every) Account. All such indemnified amounts may be debited from your Account.
- 14.2 You agree that we shall be entitled to convert one currency into another at our own rate of exchange then prevailing for any circumstances whatsoever, including without limitation the following:
- (a) conversion of any amount in any Account standing to your credit or any amount due from us to you to any other currency for purposes of carrying out any Instructions, crediting of any Account or enforcing our rights under the Banking Agreement; or
  - (b) conversion of any sum received by us (whether for credit into any account or in payment of any sum due to us) in any currency into the currency of the Account or the currency in which payment is to be made, as the case may be.

## **15. EXCLUSION OF LIABILITY**

### ***General***

- 15.1 Subject to Applicable Laws, we will not be liable for any Loss you or any other person may suffer in connection with the Products howsoever arising, whether direct or indirect and whether reasonably foreseeable or not, even if we have been advised of the possibility of the Loss, including Loss from:
- (a) use (whether authorised or unauthorised), loss or theft of your Security Code;
  - (b) unavailability or improper functioning of any Service;
  - (c) any third party claims that our Products infringe their proprietary rights;
  - (d) any delay, interception, loss, inaccurate or incomplete transmission, error or otherwise dealt with in any other manner by a third party in respect of any notices, information, documents or communications from us, or Instructions from you in any form;
  - (e) any payment restriction due to any law, regulation and practice of any relevant country;
  - (f) any incorrect interpretation by us of Instructions given by you;
  - (g) any incorrect interpretation by you of any provision in the Banking Agreement or any document or explanation given by us;
  - (h) the preservation or enforcement of our rights or exercise of our powers in connection with any Product or the Banking Agreement;

- (i) our refusal to act on any Instruction;
- (j) action taken by us which we deem necessary to meet any obligation, in any jurisdiction, or to prevent prevention of any unlawful activity;
- (k) any loss of or destruction to or error in our records;
- (l) the refusal of any Payee Corporation or financial institution or other party to process a transaction;
- (m) any defect, deficiency, performance or the quality of the goods or services supplied by any Payee Corporation;
- (n) any strike, default, neglect or insolvency of any Payee Corporation or financial institution;
- (o) any injury to your credit, character and reputation howsoever arising (whether reasonably foreseeable or not) in connection with the termination of any Account;
- (p) any limit, cancellation or suspension of the operations or the use of any Product or the unavailability of or inaccessibility to your records or any Product due to any force majeure, telecommunications failure, system disruption, industrial action, power failure, equipment breakdown or any other cause beyond our reasonable control or other causes;
- (q) any default by you in performing your obligations;
- (r) any act or failure to act by a third party beyond our reasonable control;
- (s) our limiting, cancelling or suspending the operations or the use of any Product in accordance with the Banking Agreement;
- (t) any other circumstances beyond our reasonable control,
- (u) any act or omission by us or our officers, employees or agents, other than as a result of our or their negligence, fraud or wilful default;
- (v) the negligence, act or failure to act of any third party,

however, we will be liable for your direct Loss to the extent that such Loss is caused directly by our fraud, gross negligence or wilful misconduct. We are not liable to you or any other person under any circumstances for any loss of profit or interest, loss of goodwill, indirect or consequential loss arising from or in connection with any Account, Product or under the Banking Agreement.

15.2 We make no representation, warranty, or undertaking of any kind, whether express or implied, statutory or otherwise:

- (a) as to the accuracy, timeliness (owing to non-delivery or delayed delivery), completeness, security, secrecy or confidentiality of any notices, information, documents and communications, in any form, transmitted via our Services, through e-mail or by SMS;
- (b) that the Digital Banking Service (including without limitation the Biometric Access Service) or any Product will meet your requirements, or will always be available, accessible or function with any network infrastructure, system or such other services as we may offer from time to time;
- (c) as to the security of the Unique Biometric Identifier authentication function of any Equipment and whether it works in the way that the manufacturer of the device represents; and

- (d) that the functions contained in, or services performed or provided by, the Services will meet your requirements, that the operation or availability of the Services will be uninterrupted or error-free, or that the Services will be free from errors or defects.

***Additional Digital Banking Services exclusions***

- 15.3 Without prejudice to the generality of Clauses 15.1 and 15.2 above, we are not liable for any Loss you may suffer in connection with any Product or the Digital Banking Services as a whole whether direct or indirect and whether reasonably foreseeable or not, even if we have been advised of the possibility of the Loss, including Loss from:
- (a) any delay in acting or failure to act on any of your Instructions due to any breakdown, error, delay or failure in the transmission for any reason whatsoever;
  - (b) poor or interrupted internet or mobile network coverage;
  - (c) any inaccurate or incomplete Push Notification; or any reliance by you or any other party on the content of the Push Notification; or
  - (d) any Malware which may interfere with any of our Digital Banking Services; or any breakdown or malfunction due to any cause whatsoever, of computer software or Equipment whether belonging to us or not, used in connection with any of our Digital Banking Services.
- 15.4 Your access and use of the Digital Banking Services is at your sole risk. To the fullest extent permitted by Applicable Law, the Digital Banking Services are provided to you on an "as is" and "as available" basis. We disclaim all warranties and conditions (either express, implied or statutory) relating to the Digital Banking Services, including its merchantability, satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment, availability, freedom from Malware, and noninfringement of third party rights.

***Decrease or unavailability of funds***

- 15.5 We are not liable when:
- (a) the value of funds in the Account decreases because of taxes, depreciation or fluctuation in exchange rates or any other reason;
  - (b) we are not able to pay you the funds in the Account or interest on the funds in the Account in the currency you require; or
  - (c) the funds are unavailable for any other reason beyond our control.
- 15.6 If an event described above in Clause 15.5 occurs, we may convert the currency of your deposit into any other currency without notice and recover from you any costs incurred.

***No warranty for Third Party Links and services***

- 15.7 We may provide access to Third Party Links. However, we do not make any representations or warranties to the truth or accuracy or guarantee the contents of the Third Party Links, endorse the products or services offered, and have not verified any information contained in the Third Party Links. Access to and the use of such Third Party Links is at your own risk and subject to the terms

and conditions applicable to such access and / or use. We are not responsible for any loss or damage arising in connection with the Third Party Links.

- 15.8 We may make use of agents, consultants, sub-contractors and third parties to provide the Digital Banking Services (including any notices, information, documents and communications in connection with it); or provide banking services or operational functions. As long as we have, in good faith, reasonably selected these agents, consultants, sub-contractors and third parties, we will not be responsible for any loss or damage arising in connection with the services or functions provided by the agents, consultants, sub-contractors and third parties, their acts or omission, or the loss, destruction or delayed delivery of any instrument while in transit or in their possession.

***No advisory duty***

- 15.9 The contents made available through the Digital Banking Services are provided for general information only and should not be used as a basis for making any specific investment, business, or commercial decision. Unless we expressly agree in writing, we do not assume any advisory, fiduciary, or other similar duties to you. We assume and will rely on the assumption that you have taken the necessary independent legal, tax, financial, and other advice in relation to any Products or transaction.

**16. CONFIDENTIALITY; DISCLOSURE**

- 16.1 You authorise and consent to us, our officers, employees, directors, agents or any other persons who by reason of their capacity or work scope have access to or are required to have access to our records, correspondence, or any material relating to you or any Product you applied for, accessed or used, disclosing any and all information relating to you, including details of the Products you applied for, accessed or used, your credit standing and financial position, and to the following parties for the purpose of establishing, maintaining and / or operating your Product, providing any Product to you, effecting your Instructions (including in relation to any transaction), managing your banking relationship with us and / or any other purpose connected or relevant to our business (including operating internal controls and complying with Applicable Laws) and / or any of the purposes below:
- (a) to our branch offices, representative offices, Affiliates, and third parties selected by any of them or us, wherever situated;
  - (b) to any person or organisation (including but not limited to our third-party service providers, contractors and each of their respective sub-contractors) providing electronic or other services to us in any jurisdiction, and for the purpose of providing, updating, maintaining and upgrading the said services (including any investigation of discrepancies, errors or claims);
  - (c) to any person in any jurisdiction, from or with whom we procure or work for or with in connection with certain functions, services or activities;
  - (d) to any person for the purpose of creating, improving, administering and delivering our Products;
  - (e) to any person for the purpose of processing or verifying any of your instructions or transactions;
  - (f) to any person for the purpose of verifying your identity and validating information;

- (g) to any person for the purpose of meeting our compliance requirements or carrying out our internal operational purposes;
- (h) to our stationery printer, external printer, agent or storage or archival service provider (including but not limited to any provider of microfilm service or any electronic storage, archival or recording facility and each of their respective sub-contractors) for the purpose of making, printing, mailing, storage, microfilming and / or filing cards, labels, mailers or any other documents or items on which your name and / or other particulars appear, or any data or records or any documents whatsoever;
- (i) to credit or charge card companies in relation to credit or debit or charge card enquiries;
- (j) to other banks, financial institutions, credit bureaus or credit reference agents, for the purposes of verifying the information provided by you and for ascertaining your financial situation;
- (k) to any person or organisation in connection with the marketing or promotion of any services or products provided by us and / or such person or organisation; or investigating any complaint or dealing with any query relating to the marketing or promotion of any services or products;
- (l) to any third party who may have introduced you to us and who may from time to time undertake advisory or marketing functions in relation to any transactions contemplated under the Banking Agreement;
- (m) to an administrator or executor of an Account, or to any person whom you have authorised the Bank to accept instructions from, on your behalf, in relation to your Account ("**mandatee**");
- (n) to any person, for the purpose of collecting and recovering for and on our behalf, or securing for your benefit or repaying on your behalf, any sums of money owing to us from you;
- (o) any person in compliance with, or whom the Bank in good faith believes is entitled to such relief pursuant to, the order, notice or request of any government agency or authority or courts in Singapore or of a jurisdiction where any of our (or Affiliates) overseas branch offices or representative offices are situated or where we have assets;
- (p) (in the case of a trust Account) to the beneficiary of the Account;
- (q) to any merchant, billing organisation, or Payee Corporations in connection with the payment of bills;
- (r) to any person who is a recipient of a transaction initiated by you (but only to the extent required to identify you as the originator of the transaction) or to any person who is a potential sender of a transaction to you (but only to the extent required to confirm your identity as the intended beneficiary of the transaction) or to any person who has successfully sent a transaction to you (but only to the extent required to confirm your identity as the recipient of the transaction);
- (s) to any bank, financial institution or non-financial institution, trader or merchant, and their agents or contractors in respect of transactions using points of sale terminals or devices approved by us;
- (t) to any person which we believe in good faith to be you or your authorised signatory;
- (u) where you are below the age of 18 years, to your parent or legal guardian;

- (v) to your solicitors or legal representatives. For this purpose, you agree that we may reasonably rely on any correspondence from such persons or entities stating to be your solicitors or legal representatives;
  - (w) to any person or organisation to clarify or correct any wrongful or erroneous belief, representation or allegation to any third party, whether made by you or on your behalf, both in public and in private, regarding any of the Bank's dealings with you or otherwise in relation to the Bank's products, processes or policies, regardless of the form of media or platform which may include but is not limited to, published articles, posts, complaints or petitions;
  - (x) to any actual or potential participant or sub-participant relating to any of our obligations under the Banking Agreement between you and us, or assignee, novatee or transferee of the Banking Agreement;
  - (y) to any person who stands as guarantor or surety for the Products or your liabilities, or is jointly or jointly and severally liable with you;
  - (z) to any national or international law enforcement, regulatory, governmental, quasigovernmental, fiscal, monetary, or judicial authority or agency or court (including any tax authorities in any jurisdiction);
  - (aa) to any person, whether local or foreign, where we in good faith deem it reasonable to make such disclosure; and
  - (bb) to any person or organisation (including but not limited to our third-party service providers, contractors and each of their respective sub-contractors) in any jurisdiction, to whom we outsource or sub-contract certain functions, services or activities.
- 16.2 You acknowledge and accept that any data as set out in Clause 16.1 disclosed by us may be subject to further disclosure by the recipient to other parties for the purposes set out in Clause 16.1. You agree that we shall not be liable for any Losses sustained and / or incurred by you by reason of or in connection with any disclosure by us or any further disclosure by the recipient under this Clause 16.
- 16.3 The consent and authority in this Section shall constitute consent and authority for the purposes of the provisions of any laws, regulations, directions, notices or any other such documents applicable to us.
- 16.4 Our rights as stated above are in addition to any other rights that we may have under the Banking Act 1970 or any other statutory provisions and in law. Our authority to disclose such information shall survive the termination of the Banking Agreement.
- 16.5 MariBank's Privacy Policy
- (a) MariBank's Privacy Policy, as may be amended, supplemented and / or substituted from time to time, is incorporated by reference into and forms part of these General Terms, and shall apply to all personal data that you provide to us or that we have obtained from any other sources in connection with your relationship with us or any other Affiliate. MariBank's Privacy Policy is available on our website.
  - (b) You hereby consent to our collection, use, disclosure and processing of your personal data in accordance with MariBank's Privacy Policy and these General Terms.

- (c) If you provide us with the personal data of any individual (other than your own, if you yourself are an individual), you hereby consent on behalf of that individual whose personal data you provide, to our collection, use, disclosure and processing of his/her personal data in accordance with MariBank's Privacy Policy and these General Terms. You warrant that you have obtained that individual's prior consent to such collection, use, disclosure and processing of his/her personal data by us and that the personal data that you provide to us is true, accurate and complete.
  - (d) Any consent you give pursuant to these General Terms in relation to personal data shall survive your death, incapacity, bankruptcy or insolvency, as the case may be, and the termination of the Banking Agreement and, where to the extent applicable, the closure of your Account.
- 16.6 By using or accessing a Product in any manner including through our Digital Banking Services or by using the Access Procedures, you consent to us videotaping or recording you through the Digital Banking Services channel or at terminals or other facilities where you use or access the Product or Access Procedures for audit, security, verification, record keeping and / or training purposes. All such recordings will remain our property and will, in the absence of manifest error be conclusively used as evidence of your interactions with our Digital Banking Services. No adverse inference shall be drawn from the absence of such recordings or the destruction of such recordings in the usual course of business or otherwise.

## 17. INTELLECTUAL PROPERTY RIGHTS

- 17.1 The present and future patents, designs, copyrights, trade secrets, know-how, trademarks, service marks, graphics, images and logos and all other intellectual property rights in the Products and their respective contents, functions, systems and applications (collectively, "**Intellectual Property**") except for information pertinent to your Accounts or information personal to you in your capacity as our customer, are solely owned by us or licensed for use by us. Save as expressly permitted by us, you must not use, reproduce, copy or distribute such Intellectual Property.
- 17.2 Subject to the terms of the Banking Agreement, the Bank grants you, for the duration of our mutual banking relationship, a personal, limited, revocable, non-transferable and non-exclusive licence to enable access and use the Products on any approved Equipment used by you, solely for the purposes of receiving the Products you hold. You may not sub-license this licence or any other right granted under the Banking Agreement.
- 17.3 No part of the Products may be reproduced, distributed, published, modified, displayed, broadcast, hyperlinked or transmitted in any manner or stored in an information retrieval system without our prior written consent. You shall not reverse engineer or attempt to extract the source code of the software provided to you by us in connection with the Digital Banking Services.
- 17.4 The Digital Banking Services may include software that is licensed by third parties ("**Third Party Licensors**"). You shall not use the Digital Banking Services in a manner which infringes the rights of the Third Party Licensors in any way. You will be liable if your use of the Digital Banking Services infringes upon the rights of the Third Party Licensors.

## 18. OUTSOURCING



- 18.1 We will have the right to outsource or sub-contract any part of our banking operations to a third party (including any party outside Singapore) on such terms as we deem fit, in our sole discretion. Such operations shall include but not be limited to creation, maintenance and archiving of documents and records.

## **19. COMPLIANCE WITH TAX REQUIREMENTS, SANCTIONS AND APPLICABLE LAWS**

### ***Tax requirements***

- 19.1 You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of Account(s) and / or Products provided by us.
- 19.2 Certain countries may have tax legislation with extraterritorial effect regardless of your place of domicile, residence, citizenship or incorporation. We have no responsibility in respect of your tax obligations in any jurisdiction including, without limitation, any that may relate specifically to the opening and use of an Account and / or Products.
- 19.3 We do not provide tax advice. You are advised to seek independent legal and / or tax advice.
- 19.4 Without prejudice to Clause 16, you authorise and consent to us, (including our officers, employees, directors, agents or any other persons who by reason of their capacity or work scope have access to or are required to have access to our records, correspondence, or any material relating to you or any Product you applied for, accessed or used) disclosing any and all of your personal and Account information, where such disclosure is required by any Applicable Laws (including the United States Foreign Account Tax Compliance Act, Common Reporting Standard and / or any other reporting and / or withholding requirements of any government) to:
- (a) our branch offices, representative offices, Affiliates;
  - (b) any government, quasi-government, regulatory, fiscal, monetary or other authority, agency body or person, whether in Singapore or elsewhere; and
  - (c) any party to whom we are under a duty to disclose or where we in good faith deem it in our interest to make such disclosure.
- 19.5 You shall promptly notify us (and in any event, no later than 30 days) in writing of any change in your particulars, circumstances, status, including any change in citizenship, residence, tax residency, address(es) on record, telephone and email addresses.
- 19.6 You will cooperate fully in respect of any enquiry that we may make for the purposes of compliance with any Applicable Laws (including the United States Foreign Account Tax Compliance Act, Common Reporting Standard and/or any other reporting and / or withholding requirements of any government) including promptly providing all relevant information, details and/or documents as may be necessary to enable us to comply with the same.
- 19.7 Without prejudice to the foregoing, you shall complete such forms and documentation as may be required by us from time to time for the purpose of conferring upon us the benefit of any applicable

tax treaties or provisions under any Applicable Law or for any other purposes in connection therewith.

- 19.8 Any sum that may be payable by us to you shall be subject to all Applicable Laws (including the United States Foreign Account Tax Compliance Act, Common Reporting Standard and / or any other reporting, withholding, foreign exchange restriction or control requirements of any government). You agree and acknowledge that pursuant to the foregoing we may perform, or cause to be performed withholding of any monies payable to you, deposit any such monies into our internal account(s) and / or retain such monies pending determination of the applicability of such Applicable Laws. We shall not be liable for any Losses that may be incurred by reason of such withholding, retention or deposit.

***Actions against Financial Crime / Legally required actions***

- 19.8 We shall be entitled to take all actions we consider appropriate:
- (a) if you initiate, engage in or effect any transaction (directly or indirectly) in connection with fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion ("**Financial Crime**"); or
  - (b) if you are or become, or are or become associated with, or any asset in your Account is or becomes associated with, an individual and / or entity named in any list (including the Specially Designated Nationals and Blocked Persons List administered by the United States Office of Foreign Assets Control) under any sanctions, freezing, antiterrorism or other related or similar programs enforced and administered by the relevant regulatory authorities or bodies, whether in Singapore or elsewhere ("**Sanctions Compliance**").
- 19.9 Arising from any suspicions or concerns that we have relating to Financial Crime or Sanctions Compliance or at the request or direction of any relevant judicial, government or regulatory authority or where any Applicable Law so requires (including where any legal action or order is taken or enforced against you, or you have been convicted of a crime), we may, at our absolute discretion and without any notice to you and without giving any reason to you:
- (a) close, freeze, suspend operations on, terminate and / or refuse access to all Products (including any and all Accounts) you have with us;
  - (b) delay, block or refuse the making or clearing of any payment, the processing of Instructions or the application for Products or the provision of all or part of the Products;
  - (c) terminate and / or recall any or all advances or loans, credit or other financial or banking facilities (committed or uncommitted), accommodation, financial assistance or services and demand repayment of all sums outstanding; and / or
  - (d) make reports and take such other actions as we may deem appropriate.

***Not responsible for foreign laws***

- 19.10 We are not responsible for the effect of any laws, regulations, governmental measures or restrictions of any relevant country which may be applicable to any Account or to your assets, and you accept all risks of or arising from any such laws, regulations, governmental measures and restrictions.

**20. SOLE PROPRIETORSHIP / PARTNERSHIP**

***The following additional terms and conditions apply if you are a sole proprietorship or partnership:***

- 20.1 For the avoidance of doubt, the sole proprietor is, and all partners of the partnership are jointly and severally, bound by the Banking Agreement, and without prejudice to Clause 14, is / are liable for all Losses owed by you to us, even if there are any changes to the name or composition / constitution of the sole proprietorship or partnership, or the sole proprietorship or partnership no longer exists (whether due to dissolution, death, bankruptcy, retirement or any other reason).
- 20.2 Without prejudice to Clause 14, any person who ceases to be the sole proprietor or a partner of the partnership for any reason remains liable for all Losses you owe us which have accrued up to and including the date that such person ceases to be the sole proprietor or a partner of the partnership.
- 20.3 We may, in the absence of written notice from you to the contrary, treat any existing or new partner of the partnership, as having full authority to carry on the business of the partnership respectively and to deal with any Product notwithstanding any change to the partnership.
- 20.4 You must promptly notify us in writing of any change in the name or composition / constitution of the sole proprietorship or partnership.
- 20.5 We may vary, change or withdraw any of the Products where there are changes in name or composition / constitution of the sole proprietorship or partnership.

***The following additional terms and conditions apply if you are a sole proprietor which is a natural person:***

- 20.6 Where the Bank receives notice or evidence to its satisfaction of your death, without limiting its other rights herein, the Bank shall be entitled (but not obliged) to do any of the following:
  - (a) suspend, freeze, terminate or close the Account or the use or availability of any or all Products or other privileges provided under the Account; and / or
  - (b) hold any monies to which you are entitled until and unless the Bank receives evidence to its satisfaction (such as an extract of a grant of probate or letters of administration, court order or power of attorney and / or such other documents as the Bank may require) of the appointment of any personal representative (such as an executor or administrator) having legal authority to receive such monies, whose receipt of the monies shall be full and sufficient discharge of the Bank's payment obligations to you.
- 20.7 Upon production of a grant of probate or letters of administration, court order or power of attorney and / or such other documents as the Bank may require (as the case may be), the Bank may open an Account in the name of your estate. Your personal representative shall operate the Account in accordance with the probate or the letters of administration, court order or power of attorney so granted and / or such other documents as the Bank may require (as the case may be).
- 20.8 Subject to Clause 20.6, after the Bank has received notice of your death referred to in Clause 20.5, the Bank shall not be bound to disclose any information relating to your Account to any person(s), unless and until the Bank receives evidence to its satisfaction that the person requesting for such information is your personal representative having legal authority to receive your monies.

- 20.9 After the Bank has received notice of your death referred to in Clause 20.5, no instrument presented, or instruction signed, given or issued by you may be honoured or acted upon regardless of the date of such instrument or instruction.

## **21. CORPORATIONS**

*The following terms and conditions apply if you are a corporation:*

- 21.1 You must promptly notify us in writing of any change in the name, constitution, shareholders or directors (or equivalent officers of the corporation).
- 21.2 We may vary, change or withdraw any of the Products where there are changes in the name, constitution, shareholders or directors (or equivalent officers) of the corporation.
- 21.3 We may require evidence that any modification to the operating mandate or signature or authorisation given to an Approved Person(s) has been duly authorised by the board of directors of the corporation or by whatever act or deed is required under the charter or constitution or governing laws of the corporation. No such modification shall take effect until we have accepted and approved such notice, and effected the change in our records.
- 21.4 In relation to any Account(s) opened in the name of a corporation, we shall only permit withdrawal of funds credited to the Account, or pay any funds to, the liquidator of the corporation if the corporation is liquidated.

## **22. TERMINATION**

- 22.1 Except as provided in the Banking Agreement, either of us may end our mutual banking relationship in respect of any Product by giving each other reasonable prior notice in accordance with these General Terms.
- 22.2 We may also close, terminate or revoke any one or all of the Products immediately without prior notice to you without giving you any reason, including if:
- (a) you do not follow our instructions in connection with the Products or if in our opinion you do not comply with any Applicable Law;
  - (b) in our opinion, any Product is not operated in a proper or regular manner or is inactive or dormant;
  - (c) in our opinion, a banking relationship is no longer appropriate;
  - (d) you threaten to breach or you have breached any terms in our Banking Agreement;
  - (e) you have given us any information which is, or has become untrue, inaccurate, incomplete or misleading;
  - (f) you do not pay any amount due to us on time;
  - (g) you pass away or become incapacitated;
  - (h) you become insolvent or bankrupt;
  - (i) any legal action or order is taken or enforced against you, or you have been convicted of a crime;

- (j) any event happens which, in our opinion, may have a material or adverse effect on your financial condition, assets or compliance with the Banking Agreement; or
- (k) by continuing to provide you with access to the Product(s), you or we would otherwise breach any law or any agreement with a third party.

22.3 Upon the termination, closure or revocation of the Products, you must:

- (a) not use the Products;
- (b) pay all fees, charges and amounts accrued to date;
- (c) return to us any property belonging to us or issued to you in relation to your Products as soon as possible;
- (d) reimburse us for any transactions we make based on your Instructions after closure, termination or revocation of the Products; and
- (e) notify any Payee Corporations with whom there are standing payment arrangements on your Account that your Account has been terminated, closed or revoked. If we continue to pay the Payee Corporations, we may debit the amounts paid to your other Accounts.

22.4 If we close, terminate or revoke any Product, we may discharge any payment obligation we have to you (including any credit balance in the relevant closed, terminated or revoked Account), after deducting any sums due to us, in such manner as we deem fit. No interest will be accrued or be paid on such payment (including unclaimed balances of a closed Account) unless we agree otherwise. If an overdrawn Account is closed by us, the overdrawn amount will be immediately payable together with applicable interest, costs, expenses, commission and other charges. We have the right to transfer any unclaimed balance in any Account to our internal account(s).

22.5 Without prejudice to Clauses 8.1 and 10.1, we shall be entitled to appropriate, set-off or debit all or part of the balances in any of your Accounts (including earmarking amounts credited or expected to be credited to your Account(s) even if this would make your Account(s) overdrawn) to pay all costs, expenses and other charges incurred by us in attempting to contact, locate or trace you, whether successfully or unsuccessfully, to return your funds standing to the credit of your Account(s) which are unclaimed by you.

22.6 If there are any funds standing to the credit of any Account (including a trust account) which are unclaimed by you six (6) years after your last transaction with or through us and we determine in good faith that we are not able to contact, locate or trace you, you hereby irrevocably agree that all such funds including any and all accretions and accruals thereon (which shall include all interests earned thereon and all investments and their respective accretions and accruals which may have been made with such funds) shall be deemed to have been abandoned by you in favour of us and may be appropriated by us to and for ourselves. You thereafter shall have no right to claim such funds or their accretions and accruals.

22.7 Termination does not affect any of your or our pre-existing rights and obligations. Your obligations which have accrued on or before the date of closure or termination survive the termination of the Banking Agreement.

## **23. AMENDMENTS AND VARIATIONS**

- 23.1 We reserve the right to amend or vary the Banking Agreement at any time by giving you notice. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice. The obligation to give you prior notice does not apply if amendments and / or variations are required in an emergency or where it is not practicable to give such notice. Further, we may make amendments for administrative or clarification purposes and include additional terms and conditions governing new Products without giving you any notice.
- 23.2 The prior notice may be given to you by exhibiting such notice of the amendments or making available a set of the revised terms and conditions on our Platforms, or via publication through any media. Upon such exhibition or publication, you are considered to have been notified of such amendments and variations.
- 23.3 If you do not accept any amendment and / or variation to the Banking Agreement, you must immediately discontinue operating and utilising the Products and terminate the banking relationship with us. If you continue to operate and / or utilise the Products after such notification, you are deemed to have agreed to the amendment and / or variation without reservation.

## **24. ASSIGNMENT/TRANSFER**

- 24.1 We may assign, transfer or otherwise deal with or dispose of our rights and / or obligations under the Banking Agreement (including any particular Product) in any way we consider appropriate. References to the Bank in the Banking Agreement would then be read as references to the person or entity to whom any relevant right or obligation was transferred.
- 24.2 You cannot assign, transfer or otherwise deal with or dispose of your rights and obligations under the Banking Agreement. The Banking Agreement is binding on and enforceable against your heirs, personal representatives, administrators, executors and successors in title.

## **25. CUMULATIVE RIGHTS**

- 25.1 Our rights under the Banking Agreement are without prejudice to any other rights and remedies against you or anyone else or under any other agreement or arrangement between us.

## **26. WAIVER, IMPAIRMENT, SEVERABILITY**

- 26.1 We are entitled to waive compliance with any provisions and / or delay exercising our rights under the Banking Agreement, but such waiver and / or delay shall not prejudice our right to enforce compliance with any such provisions and / or to exercise further rights or obtain remedies on any other occasion or render us responsible for any loss or damage arising therefrom.
- 26.2 If any of the provisions in the Banking Agreement is or becomes invalid, illegal or unenforceable under any Applicable Law, the validity, legality or enforceability of the remaining provisions will not be affected or impaired.
- 26.3 If any of the provisions in the Banking Agreement is or becomes invalid, illegal or unenforceable under any Applicable Law, it shall not affect or impair the validity, legality or enforceability of these provisions or any and all provisions and / or the Banking Agreement under the laws of any other country.

## **27. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001**

- 27.1 Unless expressly provided to the contrary in the Banking Agreement, a person who is not a party to the Banking Agreement has no rights under the Contracts (Rights of Third Parties) Act 2001 of the Republic of Singapore (as may be amended and substituted from time to time) to enforce or enjoy the benefit of any term in the Banking Agreement.
- 27.2 The consent of any persons who are not parties to the Banking Agreement is not required to rescind, amend or vary the Banking Agreement.

## **28. FEEDBACK AND COMPLAINTS**

- 28.1 If you have any feedback or complaints in relation to your purchase of a product or our services, you may visit our website or App to find out various ways you can share your feedback or complaints. If despite our best efforts, where applicable, you remain dissatisfied with our resolution to your complaint, you may wish to contact The Financial Industry Disputes Resolution Centre (FIDReC) for an independent review and resolution of your complaint. For more information on FIDReC, please visit their website at [www.fidrec.com.sg](http://www.fidrec.com.sg)

## **29. LANGUAGE**

- 29.1 The Banking Agreement may be provided in English and any other language. If we decide to provide the Banking Agreement in a language other than English and there are differences in meaning between the English version and the translation, the meaning in the English version shall prevail.

## **30. GOVERNING LAW AND JURISDICTION**

- 30.1 The Banking Agreement is governed by the laws of Singapore.
- 30.2 Your use of our Digital Banking Service may be through the internet service provider, network server or such other equivalent system in the country from where such Service is accessed by you, and to this extent, such access by you will also be subject to the Applicable Laws of that country and any terms prescribed by such internet service provider, network provider, server or such other equivalent system.
- 30.3 You shall submit to the non-exclusive jurisdiction of the courts of Singapore. We may take enforcement action and initiate proceedings in the courts of any other jurisdiction where you have assets. To the extent allowed by Applicable Laws, we may take proceedings in any number of jurisdictions at the same time. You agree to only initiate an action in the courts of Singapore.

## **31. SERVING DOCUMENTS**

- 31.1 We may serve any writ of summons, statement of claim, statutory demand, bankruptcy proceedings or any other legal process or document in respect of any action or proceedings under our Banking Agreement required by any Applicable Laws to be served on you by personal service, by leaving the same at your last known address on our records; and / or sending it: (a) by post to your last known address on our records (whether within or outside Singapore and whether such address is a post office box or place of residence or business); and / or (b) via electronic mail to your last known email address, as may be provided to, or obtained by, us or our solicitors or other agents, or

as may be known to us. In instances where the last known address is a post office box, we may serve the said legal process or document via ordinary post. We may also serve process on you by publishing a notice in an English newspaper with general circulation in Singapore.

- 31.2 We shall be entitled to rely on the records of any government registry or government statutory authority or other addresses obtained from reliable sources as determined by us to serve the abovementioned legal process on you.
- 31.3 Such legal process shall be deemed to have been duly served on you (i) if sent by hand, on the date of delivery; or (ii) if sent by ordinary post, on the date immediately after the date of posting; or (iii) if sent by electronic mail, on the date the electronic mail was sent; or (iv) if published in an English newspaper with general circulation in Singapore, on the date of publication (and where publication is made more than once, on the day of the first publication). Service of the legal process in this manner shall be deemed to be good and effective service of such legal process on you even if the documents including electronic mails are not received by you or subsequently returned undelivered.
- 31.4 Nothing in our Banking Agreement shall affect our right to serve legal process on you in any other manner permitted by law.

## **SECTION B – GENERAL TERMS FOR ACCOUNTS**

### **32. APPLICATION**

- 32.1 This Section contains the terms and conditions applicable to any Account, and are to be read together with the other sections of these General Terms. Please read them carefully before you open any Account with us.
- 32.2 By opening any Account with us, you agree to be bound by these General Terms, this Section and any Specific Terms we may designate or as may be applicable to such Account and to be liable for all transactions made by or through the same. If any Account holder does not agree with such terms, you should not open such Account with us or carry out any transaction using such Account.
- 32.3 Without prejudice to Clause 1.2, in the event of any conflict or inconsistency between provisions in the Specific Terms governing each Account and these General Terms, such Specific Terms will prevail to the extent of such inconsistency.

### **33. OPERATION OF ACCOUNTS**

- 33.1 Different Accounts may have different requirements. We may change these requirements from time to time by notice to you.
- 33.2 We may, by notice to you in writing, convert one type of Account into another type.
- 33.3 We may suspend or close any Account with or without notice to you in writing.

### **34. DEPOSITS**



- 34.1 A deposit includes any deposit made in cash, by way of funds transfer, PayNow, Interbank GIRO, FAST or other methods that we may specify or make available on our App or website from time to time.
- 34.2 All deposits are subject to verification and must be placed in the mode or manner as we may require or in the currency permitted by us and you accept and agree commission or other charges may be imposed for such service.
- 34.3 We may but are not obliged to give immediate credit for incoming fund transfers, provided always that: (a) the amount will not be available for withdrawal until it has been unconditionally received by us; and (b) funds deposited may not be drawn on until it is available.
- 34.4 We can refuse to accept a deposit at our absolute discretion without giving any reason.
- 34.5 If we agree to accept a deposit, you must reimburse us with the required amount and we may debit the Account:
- (a) if the actual amount received by us is less than the amount recorded as credited to the Account;
  - (b) if the draft or other instrument to effect the deposit is dishonoured, counterfeit, altered and / or forged;
  - (c) if the correspondent paying bank, financial institution or any agent or sub-agent claims a refund or repayment of such amount for whatever reason (whether or not disputed); or
  - (d) if required by any Applicable Law.
- 34.6 If any funds deposited, transferred or remitted to your Account is of a currency other than the currency in which your Account is denominated, such funds will be converted to the currency in which your Account is denominated without notice to you at such rate as notified to you.
- 34.7 If the amount recorded as deposited is different from the actual amount received, we may revise any document relating to the deposit including any deposit slip and your statements of account.
- 34.8 Each deposit into an account is subject to final payment or clearing, which means that the relevant proceeds may not be available for use until receipt or clearing of full and final payment. Clearance times for different types of Accounts, cash or other instruments may vary. Deposits made after the specified cut-off times may not be processed until the following Business Day. No interest will accrue before the proceeds of any inward remittance or monetary instrument are actually credited to the Account.
- 34.9 We may take any money out of an Account that was wrongly put into that account.
- 34.10 We receive instruments solely as agents for collection therefore, we will not be responsible for any non-payment or Losses incurred in connection with the instrument.
- 34.11 No monies in any Account may be transferred, assigned, pledged, charged or otherwise encumbered or given as security to anyone without our prior written consent.

34.12 If you have noticed an erroneous transaction and have informed this to us, we may ask and you agree to provide us with any requested information from us, including the following information:

- (a) the Account in which the erroneous transaction was received;
- (b) the date, time and amount of the erroneous transaction insofar as such information is known to you; and
- (c) any other relevant information about the erroneous transaction that is known to you.

## **35. WITHDRAWALS AND PAYMENTS**

35.1 You shall maintain sufficient funds in your Account to meet all payments and withdrawals. Fees may be imposed for unsuccessful debit instructions.

35.2 We may change or terminate any mode or manner of withdrawal or payment from any Account without notice to you although where possible, we may notify you of such change or termination, which shall be effective from the date specified in that notice to you. You need to complete all corresponding procedures as we may specify in respect of such mode or manner of withdrawal or payment from any Account.

35.3 Without prejudice to Clause 3.7, we may refuse to act on any withdrawal or payment Instruction:

- (a) unless such Instruction is satisfactory to us; or
- (b) if there are insufficient funds in the Account or which would cause the Account to be overdrawn.

We have no obligation to transfer funds from any other Account you maintain with us to the overdrawn Account or the Account with insufficient funds for the purpose of effecting an Instruction.

35.4 The clearance times for different types of Accounts, or the mode or manner in which withdrawals or payments may be made, may vary. If withdrawals or payments are made after the cut-off times we specify, they may not be processed until the following Business Day.

35.5 You may apply to set up direct debit or regular or periodic payments if permitted for the Account. We may, by informing you in writing, cancel or stop the direct debit or regular or periodic payment arrangement if the arrangement no longer complies with the terms of the payment authority signed by you or if required by law.

## **36. FUND TRANSFER**

36.1 You may apply for a transfer of funds to a payee or an account, to be made only if:

- (a) we agree to your application;
- (b) the minimum amount or maximum amount for such transfer is met; and
- (c) you pay all fees required for the fund transfer (if any).

36.2 All transfers of funds are to be despatched entirely at your own risk. You are responsible for:

- (a) conducting all necessary checks to ensure that the remittance can be accepted by the beneficiary bank;

- (b) making sure you give us the correct information (including details of the person you want to transfer the funds to) so that the transfer is successful. We do not have to check any information you give us in your Instruction.
- 36.3 We may set limits on transferring funds (for example, on the amount to be transferred or on how often you use the service).
- 36.4 We will not refund any fees paid to us if we are unable to effect a fund transfer unless the failure was solely and directly caused by us.
- 36.5 In the event that the availability, credit or transfers of any specific currency are restricted, suspended or prohibited by any judicial, governmental or regulatory authority, agency or body, the Bank shall have no obligation whatsoever to (a) pay the amounts whether by way of draft or cash or by any other means in such currency or other currency to you (in the case of an inward fund transfer of such currency) or the beneficiary (in the case of an outward fund transfer of such currency) or (b) in the case of an outward fund transfer of such currency, return such currency to your Account(s), as the case may be, until such funds are refunded to and received by the Bank.
- 36.6 We accept no responsibility for any loss, liability, claim, delay, error or omission which may occur in any fund transfer (whether inward or outward) and the transmission of any message and for its interpretation when received.
- 36.7 You agree to fully indemnify us against any Loss arising from the fund transfer or the inability of the Bank to effect the fund transfer for whatever reason.

## **37. LINKING OF ACCOUNTS**

- 37.1 If you have more than one Account with us, we may link the Accounts that are deemed by us to be eligible to be linked (such Accounts being "**Linked Accounts**").
- 37.2 We may, from time to time in our sole discretion, determine the types of Accounts that are eligible for linking and set conditions for linking Accounts.
- 37.3 If an Account is not automatically linked to another or other Accounts, you may apply and ask us to link the Account by completing the documents we require. You must comply with the applicable conditions if we permit such Account to be linked.
- 37.4 We may issue a consolidated statement through the Digital Banking Services reflecting transactions for all Linked Accounts on a monthly or periodic basis, and not send any other statement for the Accounts individually.
- 37.5 You may access your Linked Accounts only and statements of the same through the Digital Banking Services. However, your access to the Linked Accounts using the Digital Banking Services may be restricted in the manner we decide.
- 37.6 We may, at any time, de-link any Linked Account if we decide that such Account is no longer suitable to be linked.

## **38. CONVERSION OF ACCOUNTS**

- 38.1 We may at any time, convert or consolidate any Account into another type, if we consider it appropriate to do, and upon notification to you at your Account mailing address, or notification via the Digital Banking Services, or publications through any other media as selected by us.

## **39. INTEREST**

- 39.1 Interest may be payable on the credit balance of certain Accounts at a frequency and rate we determine. Not all Accounts are eligible for interest payments. Interest shall only be payable if stipulated by the Bank with respect to the relevant Account.
- 39.2 We will not pay interest on an Account if any minimum balance or such other requirement(s) as we may decide from time to time is not met or if such Account is not valid, subsisting and in good standing at all times as determined by us.
- 39.3 Please see MariBank's Fees and Charges for details of the applicable interest rates.

## **40. DEPOSIT INSURANCE SCHEME**

- 40.1 Singapore dollar deposits of non-bank depositors are insured by the Singapore Deposit Insurance Corporation, for up to S\$100,000 in aggregate per depositor per scheme member by law. Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured.

## **SECTION C - GENERAL TERMS FOR SERVICES**

### **41. APPLICATION**

- 41.1 We may, from time to time, make available to you certain services and facilities, via online or digital means or otherwise, which may include any of the following:
- (a) Customer Service Centre;
  - (b) Biometric Access Services; or
  - (c) Digital Banking Services.
- 41.2 The Services, and certain facilities under the Services, may be available only for certain types of Accounts or Products and not others. You accept that there are certain transactions and facilities that cannot be accessed or conducted through the Services.
- 41.3 This Section contains the terms and conditions applicable to any Service, and supplement and are to be read together with the other sections of these General Terms. Please read them carefully before you access or use any Service.
- 41.4 By accessing or using any Service, you agree to be bound by these General Terms, this Section and any Specific Terms we may designate or as may be applicable to such Service and to be liable for all transactions made by or through the same. If you do not agree with such terms, you should not access or use such Service or carry out any transaction using such Service.

- 41.5 Without prejudice to Clause 1.2, in the event of any conflict or inconsistency between provisions in the Specific Terms governing each Service and these General Terms, such Specific Terms will prevail to the extent of such inconsistency.

## **42. CUSTOMER SERVICE CENTRE**

- 42.1 The Customer Service Centre is the service through which you may perform certain banking transactions, conduct live chats and video communications with us, and obtain information and services from us, via the telephone or other Equipment.
- 42.2 You acknowledge and agree that:
- (a) at our discretion, we may accept oral instructions provided by you over the telephone in respect of your Products, as we may from time to time permit, provided that the relevant Security Code (where required by us) has been supplied; and
  - (b) such oral instructions may also be subject to the execution of such application forms, authorisations, indemnities and / or other documents as we may require, and shall be deemed to be Instructions for the purposes of our Banking Agreement.
- 42.3 You recognise that the telephone is not a secure communication channel and the use of such channel is entirely at your own risk. Instructions transmitted by the telephone may be accepted by us subject to your compliance with such identity verification procedures or other requirements imposed by us from time to time.
- 42.4 You acknowledge and agree that we may record the conversations between you and our employees / representatives for audit, security, record keeping, verification, training, and / or service improvement purposes and, to the maximum extent permitted under Applicable Laws, and we may present the recording as transaction-related evidence to any person we deem necessary in connection with investigations or court or other legal proceedings. All such recordings will remain our property and will, in the absence of manifest error, be conclusive evidence of the contents of the conversation.

## **43. BIOMETRIC ACCESS SERVICES**

- 43.1 To use Biometric Access Services, you will need to:
- (a) be a valid user of the Digital Banking Services;
  - (b) have installed the App on your Equipment;
  - (c) have registered for Biometric Access Services by completing the registration process and logging in to the Digital Banking Services with your password; and
  - (d) have activated the biometric authentication function on your Equipment, have at least one Unique Biometric Identifier registered in your Equipment and linked such Unique Biometric Identifier to the Digital Banking Services.
- 43.2 You understand that upon the successful registration of your Equipment with Biometric Access Services, any Unique Biometric Identifier that is stored on your Equipment can be used to access the Digital Banking Services including access to your Products. Each time any Digital Banking

Service detects the use of such Unique Biometric Identifier to access the Digital Banking Services or authorise transactions, you are deemed to have accessed the Digital Banking Services or instructed us to perform such transactions as the case may be.

- 43.3 You may still choose to access the Digital Banking Services using your password or Security Code instead of your Unique Biometric Identifier.
- 43.4 You acknowledge that the authentication is performed by the Digital Banking Services by interfacing with the Unique Biometric Identifier authentication module on your Equipment and that you agree to the authentication process.
- 43.5 You acknowledge and agree that, for the purposes of the Biometric Access Services, the Digital Banking Services will be accessing the Unique Biometric Identifier registered in your Equipment, and you hereby consent to us accessing and using such information for the provision of the Biometric Access Services.
- 43.6 If you choose to activate or use the Biometric Access Services on any Equipment, you acknowledge and agree that:
- (a) your Unique Biometric Identifier is not provided by us and we have no obligations or responsibilities to you in relation to your Equipment;
  - (b) you are responsible for ensuring the security of the password or code that a person can use to register, add or vary the Unique Biometric Identifier on your Equipment;
  - (c) we expressly exclude any guarantee, representation, warranty, condition, term or undertaking of any kind relating to or arising from the functionality, compatibility or availability of such Biometric Access Services and whether they meet your requirements; and
  - (d) there are risks associated with the accuracy, reliability and / or availability of such features to authenticate your identity, which may allow unauthorised third parties to gain access to any device or application secured using biometric credentials and transmit to us Instructions that are referable to the Digital Banking Services. You agree to assume such risks to the maximum extent permitted under Applicable Law, and we may act and rely on any Instruction referable to you via the Biometric Access Services. Subject to Applicable Law, we are not liable for any Losses you incur in connection with the use or attempted use of the Biometric Access Services and you shall indemnify us against all Losses which the Bank may incur in connection with any improper use of the Biometric Access Services.

#### **44. DIGITAL BANKING SERVICES**

- 44.1 We may provide you with instructions to assist and enable you to use and access the Digital Banking Services.
- (a) We may make the Digital Banking Services available through different Equipment (for example, personal computers or mobile devices). The features of the Digital Banking Services may vary and your access to such features may differ depending on the type, system specifications and configuration of your Equipment.
  - (b) We may, from time to time, stipulate the minimum specifications of the Equipment necessary for you to use and access the Digital Banking Services but are not obliged to

support all versions of the Equipment. To protect your Account, we may require a certain standard of specification, software version and such other technical requirements of your device used to access our Digital Banking Services. We accept no responsibility for your inability to access the Digital Banking Services by reason of any deficiency in your Equipment.

- (c) You understand and agree that:
  - (i) you may be signed out of the Digital Banking Services after periods of inactivity or after a period of being signed-in;
  - (ii) we may, stop or make changes to the Digital Banking Services, its contents and the facilities and services provided without giving any notice and for any reason whatsoever and for an indefinite period;
  - (iii) the nature of the internet and telecommunications services is such that communications or information shown to you online or electronically may be subject to interception, hacking, or may be defective, inaccurate, incomplete, not up to date, or the transmission may be failed or delayed;
  - (iv) we may send you replacement Access Procedures if necessary;
  - (v) you are responsible for ensuring your Equipment is free from Malware and that your Equipment does not lead to any disruption or interference with the Digital Banking Services; and
  - (vi) all costs of internet and electronic communications as well as any other expenses arising from the use of the Digital Banking Services will be borne by you.
- (d) You shall not, either alone or in conjunction with any other person:
  - (i) store, process, alter, copy, distribute or otherwise deal in any way with any information, notification, data or document, in any form, obtained via the Digital Banking Services, except for your use and for proper purposes;
  - (ii) omit, delete, forge or misrepresent transmission and contact information, including headers, return mailing and internet protocol addresses; and
  - (iii) transmit any materials or information through the Digital Banking Services which are offensive, indecent, defamatory or which may not be lawfully disseminated under Applicable Laws or which contain Malware.

#### **SECTION D – FAST TRANSACTIONS**

45. In relation to Instructions for the transfer of funds via FAST, you agree and acknowledge that:
- (a) such Instructions are irrevocable;
  - (b) we will not be able to execute Instructions if our execution will cause you to exceed the transaction limit set out for transfer of funds via FAST; and
  - (c) Instructions for the transfer of funds via FAST will be processed based solely on the account number, and not the name of the intended payee. We are not responsible for any Loss you suffer if the account to which the account number relates is not in the name of your intended payee.

## **SECTION E – CORPORATE PAYNOW WITH MARIBANK**

### **46. GENERAL**

46.1 The terms and conditions in this Section E ("**PayNow Terms**") apply to your registration and use of the Corporate PayNow Service ("**PayNow**") provided by MariBank.

46.2 By completing your PayNow Registration, or proceeding with a PayNow Transfer, you agree that:

- (a) you are bound by these PayNow Terms (as may be amended from time to time) and all guidelines, policies and procedures pertaining to use of PayNow issued by or on behalf of the Bank from time to time;
- (b) these PayNow Terms are to be read together with the General Terms, Specific Terms and Other General Terms (collectively, the "**Other Terms**");
- (c) words and expressions defined in the General Terms shall, unless otherwise defined in these PayNow Terms, have the same meaning in these PayNow Terms; and
- (d) these PayNow Terms will prevail over the Other Terms if there is any inconsistency to the extent necessary to give effect to these PayNow Terms.

46.3 The following definitions apply for the purposes of these PayNow Terms:

**"Linked PayNow Account"** means an account held with a Participating Bank for which you have successfully completed a PayNow Registration and which remains registered for the receipt of funds via PayNow.

**"Operator"** means the entity appointed by the Association of Banks in Singapore for the purposes of maintaining, managing and operating the central database where the details of PayNow registrations will be stored and collected.

**"Participating Bank"** means any bank or other entity providing the PayNow service to its customers.

**"PayNow QR Code"** means a quick response code which may be used by you or your payors to make or receive payments in connection with a PayNow transaction.

**"PayNow Recipient"** means the person or entity whose Proxy information has been provided to us, or as the case may be, a Participating Bank for the purposes of effecting a PayNow Transfer.

**"PayNow Registration"** means your registration of a Proxy in relation to an account held with a Participating Bank for the receipt of funds via PayNow.

**"PayNow Transfer"** means a transfer of funds to a PayNow Recipient via PayNow.

**"Proxy"** means:

- (a) in respect of a PayNow Registration or a Linked PayNow Account, (i) the UEN; (ii) the UEN plus suffix combination; or (iii) such other unique identifier registered by you to facilitate PayNow Transfers to your Linked PayNow Account; and



- (b) in respect of any PayNow Recipient, (i) the UEN; (ii) the UEN plus suffix combination; VPA or such other unique identifier registered by a PayNow Recipient for the receipt of funds via PayNow where the PayNow Recipient is a corporation, sole proprietorship, partnership, organisation, club, association, society, government agency or other legal entity; and (ii) the NRIC number; mobile number; VPA; or such other unique identifier registered as such under PayNow where the PayNow Recipient is an individual.

“**UEN**” means your unique entity number as issued by Singapore government agencies to businesses, companies, societies and other organisations and entities.

“**VPA**” means the Virtual Payment Address which serves as an unique identifier for an e-wallet issued by a participating e-wallet provider under PayNow to an individual with a retail account or an entity with a corporate account with such participating e-wallet provider.

## **47. PAYNOW REGISTRATION**

- 47.1 You can register for PayNow by submitting a PayNow Registration to us. All PayNow Registrations are subject to our approval and will need to be processed by the Operator.
- 47.2 By submitting a PayNow Registration, you confirm that the information in your PayNow registration is accurate, complete, up to date and that you are the legal owner of the Proxy. You also confirm that your Approved Person(s) is duly authorised by you to register for and use PayNow and to do and authorise to be done all such acts, matters, or things which may be done on your behalf using, through and / or in connection with PayNow.
- 47.3 If any of the information contained in any existing PayNow Registration is changed or otherwise inaccurate, including as a result of a change in your registered name, your UEN, your Linked PayNow Account name or number or the closure, suspension or freezing of your Linked PayNow Account, you must immediately notify us in writing and submit an appropriate Instruction to amend or de-register such PayNow Registration.
- 47.4 The details of your PayNow Registration, including information regarding your Linked PayNow Account, your UEN, your Proxy and your registered name (“**Your Data**”) will be collected and stored in a central database, which is managed and operated by the Operator for all the Participating Banks. By submitting a PayNow Registration, you consent to us disclosing:
- (a) Your Data to the Operator for its use, processing, archival, and disclosure to its service providers, any Participating Bank and their customers, for the purposes of providing, maintaining and enhancing PayNow and related services to the Participating Banks and their customers; and
  - (b) Your Data to a Participating Bank and their customers to determine whether you have completed a PayNow Registration and for their use and processing of PayNow Transfers.
- 47.5 You will not be able to use the same Proxy to register for PayNow with another Participating Bank once you register your Proxy with us. If you wish to change your Linked PayNow Account, you will need to de-register your existing PayNow Registration and register your Proxy to the new Linked PayNow Account.

47.6 You may de-register your PayNow Registration at any time by submitting a de-registration request through the relevant channel in accordance with the instructions prescribed by us. However, you must immediately notify us and submit an appropriate de-registration request if:

- (a) there are any changes to your Proxy;
- (b) you close, suspend or freeze a Linked PayNow Account; or
- (c) you have previously completed your PayNow Registration with us, but would like to register the same Proxy with a different Participating Bank for PayNow.

You agree that a de-registration request is irrevocable once made, and you will not be able to withdraw, cancel or make any changes to such de-registration request.

47.7 Without prejudice to any other provision in the Agreement, we may, if we consider necessary, terminate your access and use of PayNow by deregistering your PayNow Registration or Proxy (without you having submitted a de-registration request) at any time, including but not limited to automatic de-registration where your Linked PayNow Account is closed. We will notify you through the channels we deem appropriate.

47.8 After the Bank processes the de-registration and updates its records, the link between your Linked PayNow Account and that Proxy will be deleted.

47.9 Where your PayNow Registration has been de-registered, you shall be responsible to inform all your payers to stop using your Proxy 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 or payee.

#### **48. PAYNOW QR CODE**

48.1 If you elect to generate or scan any PayNow 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 PayNow QR Code(s).

48.2 You agree that:

- (a) you are responsible for providing accurate and up-to-date information when generating any PayNow QR Code(s), whether through a generator provided by us or other means acceptable to us;
- (b) you shall not misuse any PayNow QR Code(s) or any PayNow QR Code generator or scanner provided by us;
- (c) you shall release us from any liability whatsoever, including for third party claims, arising in connection with any generation, non-generation, scanning, non-functioning or malfunctioning; expiry of a PayNow QR Code, use or misuse of a PayNow QR code, whether by you or persons accessing such PayNow QR Code with or without your permission or knowledge; and
- (d) we shall not be responsible for any expired, outdated, obsolete, superseded PayNow QR Code(s) or any unauthorised disclosure of PayNow QR Code(s).

#### **49. RECEIVING FUNDS VIA PAYNOW**

- 49.1 Your Linked PayNow Account is enabled to receive electronic fund transfers from customers of Participating Banks using PayNow via your Proxy or PayNow QR Code.
- 49.2 You agree that you are solely responsible for ensuring that you provide your correct details (including your applicable Proxy and / or PayNow QR Code) to any party from whom you wish to receive funds.
- 49.3 If you receive funds from unverified sources in your Linked PayNow Account, it is your responsibility to contact us and / or make a police report if necessary. You understand that failure to do so may result in the commission of a criminal offence.
- 49.4 The Bank shall not be liable for any Losses you may suffer as a result of your failure to receive a PayNow Transfer, including if:
- (a) your Linked PayNow Account is closed, frozen or inaccessible for any reason;
  - (b) you fail to provide complete, accurate and up to date Proxy information to your payer; or
  - (c) the PayNow Transfer cannot be completed for any other reason.

## **50. PAYNOW TRANSFERS**

- 50.1 Instructions for PayNow Transfers via the FAST service, InterBank GIRO or such other payment systems as we may make available on our Platform are irrevocable.
- 50.2 If you instruct us to effect a PayNow Transfer, we will request the Operator to provide us with the information corresponding to the Proxy you provide us in your Instructions and we will effect such PayNow Transfer solely based on the information provided by the Operator in respect of such Proxy. It is your responsibility to verify the PayNow Recipient's details and we shall not be liable whatsoever for funds transferred to a wrong PayNow Recipient.
- 50.3 If you are using our App to make a PayNow Transfer, and the PayNow Recipient uses his/her mobile phone number to receive funds via PayNow, you permit our App to access the contact list in your mobile device in order for you to retrieve the PayNow Recipient's mobile phone number directly from the contact list. You agree to hold the Bank harmless from any Losses that you may suffer as a result of you doing so.
- 50.4 If you are using our App to make a PayNow Transfer by scanning the PayNow Recipient's PayNow QR Code, then you permit our App to access (a) the camera function in your mobile device in order for you to scan the PayNow QR Code (b) the photo library or other such functions that store images or photos in your mobile device in order for you to import a PayNow QR code which was previously saved to your device. You agree to hold the Bank harmless from any Losses that you may suffer as a result of you doing so.
- 50.5 You acknowledge and agree that the Operator may not process our or any Participant Bank's requests for Proxy information in a timely manner, or at all. We are not obliged to ensure that any information provided by the Operator for a PayNow Transfer (whether made to you or by you) remains true, accurate and up to date at the time the transfer of funds is actually effected.

- 50.6 We may impose additional Access Procedures (such as requiring an additional PIN or password) for any PayNow Transfer of an amount that is higher than S\$1,000.
- 50.7 All PayNow Transfers from your Accounts with us are subject to your preferred transaction limit.
- 50.8 At any time, we reserve the right to:
- (a) refuse to allow your Account to be debited for a PayNow Transfer; or
  - (b) determine which Account will be eligible for use for a PayNow Transfer.
- 50.9 We are not liable for:
- (a) the refusal by any PayNow Recipient to accept a PayNow Transfer; and
  - (b) any defect or deficiency in the goods or services supplied to you by a PayNow Recipient.
- 50.10 You acknowledge that our ability to assist you with resolving any complaint or dispute that you may have with any PayNow Recipient is limited and dependent on different factors including but not limited to the nature of the dispute or complaint and the payment network on which the PayNow Transfer was made. Accordingly, where we are unable to help, you agree to resolve any complaint or dispute against any PayNow Recipient directly.
- 50.11 Without prejudice to any other limitation of liability or indemnity granted in our favour, the Bank shall not be liable for any Losses whatsoever due to the availability or non-availability of PayNow; any delay, error or failure in transmission of funds to any PayNow Recipient (whether such PayNow Transfers are effected by you or another PayNow user); or which you may suffer as a result of using PayNow. You shall indemnify us from and against all Losses we suffer including legal costs, on an indemnity basis arising from your acts or omissions, including the use of PayNow arising in any manner whatsoever, including but not limited to third party claims.

## **51. PAYNOW SURCHARGE PROHIBITION**

- 51.1 You are prohibited from imposing a surcharge, special charge, finance charge or similar charges (whether through an increase in price or otherwise) ("**Surcharge**") on any of your payments from a PayNow user for payments made via PayNow ("**Surcharge Prohibition**").
- 51.2 Should you be in breach of the Surcharge Prohibition, we reserve the right to take any action against you as we see appropriate without liability, including but not limited to (w) clawback from you of any amounts paid from such PayNow user on which a Surcharge has been imposed to refund such PayNow user; (x) imposing a fee or charge of any amount as we deem appropriate relating to such clawback and refund; (y) temporarily suspending your account until the relevant remedial actions have been implemented to our satisfaction; or (z) closing your account.

## **52. OTHER**

- 52.1 It is your responsibility to monitor all transactions and activities in connection with your use of PayNow and Linked PayNow Account without reminders or notifications from us.
- 52.2 Without prejudice to any other limitation of liability or indemnity granted in our favour, you acknowledge and agree that we are not liable for any Loss that you suffer or incur, and you shall

indemnify us for any Loss we suffer or incur, in connection with any delay, error or failure by the Operator in providing us or, as the case may be, any Participant Bank with any information required to effect a PayNow Transfer or that the information provided by the Operator has been amended, updated and / or removed from the PayNow central database, or that such information is inaccurate, incomplete or not up to date at the time the transfer of funds is actually effected.

- 52.3 You undertake that you shall use PayNow solely to effect PayNow Registrations and / or PayNow Transfers and not for any improper purpose. Without prejudice to any other indemnity granted by you in our favour, you shall indemnify us from any Loss which we may incur arising from or in connection with your improper use of PayNow.
- 52.4 The PayNow Service is provided "as-is" and "as available". We do not represent or warrant that PayNow Service will be accessible at all times (due to regular maintenance, servicing or any other reason), or that any particular merchant will accept payments utilising PayNow. We may modify, restrict, suspend, terminate or discontinue PayNow temporarily or permanently, without giving you any prior notice or reason.

## **SECTION F – INTERBANK GIRO**

### **53. GENERAL**

- 53.1 In relation to Instructions for the transfer of funds or receipt of funds via InterBank GIRO, you agree and acknowledge that:
- (a) such Instructions are irrevocable;
  - (b) we will not be able to execute Instructions if our execution will cause you to exceed the transaction limit set out for the transfer of funds via InterBank GIRO; and
  - (c) Instructions for the transfer of funds or receipt of funds via InterBank GIRO will be processed based solely on the account number, and not the name of the intended payee. For the transfer of funds via Interbank GIRO, we are not responsible for any Loss you suffer if the account to which the account number relates is not in the name of your intended payee.
- 53.2 You agree that you are solely responsible for ensuring that you provide your correct details to any party from whom you wish to receive funds via InterBank GIRO.
- 53.3 If you receive funds from unverified sources into your Account, it is your responsibility to contact us and/or make a police report if necessary. You understand that failure to do so may result in the commission of a criminal offence.
- 53.4 The Bank shall not be liable for any Losses you may suffer as a result of your failure to receive an InterBank GIRO Transfer, including if:
- (a) your Account is closed, frozen or inaccessible for any reason;
  - (b) you fail to provide complete, accurate and up to date information to your payer; or
  - (c) the InterBank GIRO transfer cannot be completed for any other reason.
- 53.5 At any time, we reserve the right to:

- (a) refuse to allow your Account to be debited for an InterBank GIRO transfer; or
- (b) determine which Account will be eligible for use for an InterBank GIRO transfer.

53.6 We are not liable for:

- (a) the refusal by any Interbank GIRO recipient to accept an InterBank GIRO transfer; and
- (b) any defect or deficiency in the goods or services supplied to you by an InterBank GIRO recipient.

#### **54. STANDING INSTRUCTIONS INCLUDING INTERBANK GIRO**

- 54.1 We may upon your request accept standing instructions for withdrawals from your Account and payment to specified billing organisations or other persons on such terms and conditions as we may determine from time to time ("**Standing Instructions**").
- 54.2 Each Standing Instruction will remain effective until notice of the revocation of such Standing Instruction is received by us.
- 54.3 We may terminate this facility at any time by notifying you using any means as we may determine in our sole discretion, or without notice at any time after being advised by a billing organisation that no further payment is required.

#### **DEFINITIONS**

In these General Terms:

**Access Procedures** means the Security Code or other access security protocols (including any information or procedure guides relating thereto) issued by the Bank or any other person specified by the Bank from time to time, which enables you to use and access the Digital Banking Services.

**Account** means any account you now or hereafter have with us, any other account offered by us from time to time and any account used for the purposes of any facility, product or service that we may make available to you or any accounts related to any of the Services including without limitation savings accounts and current accounts.

**Affiliates** mean any person or entity that Controls, is Controlled by, is under common Control with, or is a related company of, MariBank, whether through ownership of voting securities or otherwise, and any of their branches and offices.

**App** means any of our mobile applications owned, published or operated by us or our Affiliates, including our MariBank application.

**Applicable Laws** means all laws, rules, regulations and requirements, and any supporting laws, rules, regulations and requirements or industry standards (including notices, directives, orders, court orders and rulings, judicial interpretation codes, customs or practices, guidelines, voluntary codes, court orders or circulars) of or issued by any governmental authority, body, statutory board, agency or exchange or clearing

house or any self-regulatory organisation, central depository or regulator of any jurisdiction in accordance with which a person is required or accustomed to act.

**Approved Person** means the person authorised to (whether alone or jointly with any other person or persons) act for you or on your behalf in accordance with any mandate (or equivalent in writing) or otherwise, as acceptable to us, in respect of any or all Account(s) or Product(s), including any person duly appointed by an Approved Person to act for you or on your behalf as aforesaid in respect of any matter as duly authorised.

**Banking Agreement** means these General Terms, the Specific Terms and Other General Terms collectively.

**Biometric Access Services** means the services provided by us, where you may use your Unique Biometric Identifier stored on your Equipment as a Security Code to access the Digital Banking Services on your Equipment.

**Business Day** means any day on which banks in Singapore and the Bank are open for banking business.

**Cash Advance** means an advance or payment made in any currency but shall not include any withdrawals from any Account with us.

**Control** or its variants (i.e., "Controlling", "Controlled by" or "under common Control") shall mean possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

**Customer Service Centre** means the customer centre through which we provide various services and facilities from time to time.

**Digital Banking Services** means any and all services, functions, features, and facilities that are provided to you by us through electronic or online means on any Equipment, including any Platform.

**Electronic Records** means any documents or records, including all instructions, communications, acknowledgments, agreements (and data, images, records and documents containing those instructions, communications, acknowledgments and agreements) in electronic form.

**Electronic Signature Instruction** has the meaning given to it in Clause 3.11.

**Electronic Statements** has the meaning given to it in Clause 5.1.

**Equipment** means any electronic, wireless, communication, transmission or telecommunications equipment, device or medium including any computer, mobile equipment, terminal, machine, system, hardware, software (including any plug-ins and any software for authenticating any Unique Biometric Identifier), and the internet, network connection or infrastructure, which may be required to access or use any Product.

**FAST** means the "Fast and Secure Transfers" payment rail managed by the Singapore Clearing House Association.

**Fees and Charges** means the Product information, which includes without limitation, the fees, charges, interests, transfer limits and/or balance requirements which apply to the Accounts or Services, as found on our website, or as communicated by us to you.

**Financial Crime** has the meaning given to it in Clause 19.8.

**General Terms** has the meaning given to it in Clause 1.1.

**High-Risk Activities** include without limitation: (a) adding payees to your payment profile under your Account; (b) increasing the transaction limits for outgoing payment transactions made from your Account; (c) disabling notification alerts that we will send you upon the completion of a payment transaction from your Account; and (d) changing your contact information with us including your mobile number, email address and mailing address.

**Instructions** means any notice, communication, instruction, order, message, data, or information received by us from you by any means, whether via the Digital Banking Services, email, Customer Service Centre or otherwise (including information delivered to us offline).

**Intellectual Property** has the meaning given to it in Clause 17.1.

**InterBank GIRO** means the “General Interbank Recurring Order” payment rail managed by the Singapore Clearing House Association.

**Linked Accounts** has the meaning given to it in Clause 37.1.

**Linked PayNow Account** has the meaning given to it in Clause 46.3.

**Local Currency** means the lawful currency for the time being of Singapore.

**Losses** means any losses, damages, penalties, claims, actions, demands, judgments, suits, proceedings, costs, interest, expenses or disbursements of any kind (including legal fees on a full indemnity basis).

**Malware** means all forms of software that interferes with the use of the App, Platforms, Security Code or relevant Equipment in any way or disrupts computer usage, including viruses, cyber-attacks, phishing emails, spyware, worms, logic software, bombs, trojan horses, or other similar harmful components.

**Other General Terms** has the meaning given to it in Clause 1.1.

**Payee Corporations** means any merchant, establishment, billing organisation, or relevant party whose bills can be paid through the use of an Account.

**Platform** means any of our websites and / or mobile applications owned, published or operated by us or our Affiliates (including any App).

**Product** means any facility, product, or service that we may make available to you, including without limitation any Account or Services.

**Push Notification** means a message, including any content or data, which is transmitted as part of the App and delivered to your Equipment.

**Sanctions Compliance** has the meaning given to it in Clause 19.8.

**Security Code** means your username, login-ID, password (including one-time passwords), personal identification number (PIN), customer identification number (CIN), (made up of an access code and a PIN), electronic identification signature or codes, Unique Biometric Identifiers given to, or chosen by you, that is



used: (a) to access and use of any of our Products; (b) for the operation of your Equipment; or (c) confirming your identity.

**Services** means any and all services, functions or features that we may provide to you, including without limitation, the services set out in Clause 41.1.

**SMS** means short message service (also sometimes referred to as mobile text messaging).

**Specific Terms** has the meaning given to it in Clause 1.1.

**Third Party Licensors** has the meaning given to it in Clause 17.4.

**Third Party Links** means other websites, software, mobile applications and platforms owned, controlled or offered by third parties and / or Affiliates.

**Unauthorised Activity** means any payment transaction, activation of digital security token or High-Risk Activity made from or using or otherwise involving your Account initiated without your actual or imputed knowledge, or implied or express consent.

**Unique Biometric Identifier** means any fingerprint, facial scan, or other unique biometric identifier as we may, in our sole discretion and from time to time, prescribe as an acceptable method of identification.

**we / us / our / ourselves / the Bank / Maribank** means MariBank Singapore Pte Ltd and its successors or assigns.

**you / yourself / your** means the account holder or person in whose name(s) the Product is maintained and where the context permits, such account holder's or person 's Approved Person(s) as described in Clause 2.1 or agents.

Last updated: 28 May 2025