Terms and Conditions/Agreement

TERMS AND CONDITIONS GOVERNING UOB CASHPLUS
IMPORTANT NOTICE: BY utilising the Facility the Customer WARRANTS THAT HE HAS READ the terms and conditions set out HEREIN (if he/she is an individual) or has instructed his employee to do so on his/her/its behalf.

1. DEFINITIONS

When used herein:

"ATM" means Automated Teller Machine;

"Customer" means the person to or granted to whom the Facility is granted by the Bank;

"Participant" means any person or entity who or which participates in the Programme;

"Programme" means any programme, scheme or arrangement which the Bank from time to time with respect to the utilisation or the promotion of the Facility or the UOB ATM card;

Paragraph headings are for ease of reference only. References to masculine gender include the feminine and neuter gender; and

References to singular nouns shall include the plural where appropriate and vice versa.

2. FACILITY

2.1 Subject to this Agreement, the Bank may make available to the Customer a revolving credit facility ("Facility") of up to such limit as the Bank may from time to time in its absolute discretion and notified ("Credit Limit").

2.2 The Facility is available on a revolving basis, that is to say, the Customer may from time to time in accordance with this Agreement drawdown, repay, or withdraw the Facility provided that monies so utilised may be repaid or discharged by the Customer in accordance with this Agreement (in whole or in part or any time) and thereafter the Borrower may make fresh or further utilisations in accordance Ordinary subject to the Bank's absolute discretion of this Agreement.

3. IMPLEMENTATION

The Facility shall be deemed to be given only on completion of legal and all other documentation and fulfilment of such conditions precedent as the Bank may require. The Bank has the right to implement a part only of the Facility on such terms as the Bank may from time to time.

4. JOINT AND SEVERAL LIABILITIES

4.1 The obligations and liabilities of the Customer (if more than one) under this Agreement shall be joint and several and shall be enforceable according. All liabilities, representations and warranties expressed to be given by the Customer in this Agreement shall (if more than one) be deemed to be made or undertaken by and binding on each of them jointly and severally.

4.2 Without prejudice to anything stated in this Agreement, if the Customer (if more than one) is not bound by this Agreement (whether by reason of any defect in or lack of, or any other circumstance affecting, his execution, the Customer shall continue to be bound by this Agreement as if the first-mentioned Customer had never been a party hereto.

5. UOB CASHPLUS ACCOUNT

5.1 The Customer shall open and maintain a UOB CashPlus Account with the Bank for the purpose of the Facility and the Customer hereby agrees that he shall be bound by this Agreement, as amended and in force from time to time.

5.2 The debit balance on the UOB CashPlus Account (including, without limitation, sums of principal and compounded interest) shall not at any time exceed the Credit Limit.

5.3 Interest is payable on the debit balance on the UOB CashPlus Account at the Bank's prevailing interest rate calculated on such basis as the Bank may deem fit from time to time. If interest is paid, it may be credited on any day of a calendar month.

5.4 The Customer shall complete such forms as the Bank may require for making payments into and withdrawals from the UOB CashPlus Account. The Customer shall ensure that all cheques tendered for deposit slip is machine validated or initialled by a responsible Bank Officer with the Bank's stamp before leaving the counter. The Bank reserves the right to refuse any incorrect items stated on the deposit slip. Records kept by the Bank shall be final and conclusive as against the Customer, save for manifest error.

5.5 The Customer shall notify the Bank in writing if he shall cease to use the UOB CashPlus cheque to pay the minimum payment or any other monies owing to the Bank in respect of or in relation to his UOB CashPlus Account and/or the Facility.

5.6 The Customer shall not authorise, expressly or impliedly, any third party to operate his UOB CashPlus Account (by power of attorney or otherwise) unless the Bank has given its prior written consent and unless the Bank receives the Customer's written instructions in accordance with its prescribed procedure for such third-party authorisation.

5.7 The Bank may suspend the operation of the Customer's UOB CashPlus Account and/or service if for any reason whatsoever (including but not limited to technical reasons, breakdown in the Bank's computer breakdown), the Bank's customer records, accounts or services are not available, or access to such records, accounts or services is hindered.

6. UOB ATM CARD

6.1 The Bank may in its sole discretion issue to the Customer an ATM card (known as "UOB ATM card") with which the Customer may withdraw monies from the UOB CashPlus Account at such ATMs as the Bank may approve and subject to such terms and conditions as the Bank may from time to time prescribe (including but not limited to the prescribed daily withdrawal limit) and notified to the Customer. The UOB ATM card is the property of the Bank. Unless other expressly specified by the Bank, Clause 33 of the Bank's Terms and Conditions Governing Accounts and Services shall apply to the UOB ATM card.

6.2 Except as stated above and otherwise as expressly permitted by the Bank in its absolute discretion, the UOB ATM card shall not be used for any other purpose. The Customer shall not use the UOB ATM card for other banks or financial or non-financial institutions or EFTPOS Terminals or other card operated machines or devices, to the bank, Electronic Transfers (Singapore Private Limited), trader or other party accepting the use of Electronic Transfers (Singapore Private Limited), trader or other party accepting the use of the UOB ATM card and their respective agents or contractors, whether for the payment of any goods and/or services or otherwise.

6.3 The Customer undertakes to abide by all laws and regulations that may be in force in Singapore and the Bank may specify in respect of the Customer's retention and use of the UOB ATM card.

7. CHEQUES

7.1 Cheque books are issued to the Customer at the sole discretion of the Bank.

7.2 The Customer is under a duty to:

(a) count the number of cheque leaves received and examine the account number and serial numbers carefully upon receipt of a cheque book, and to report to the Bank immediately in writing of any discrepancy or irregularity found;

(b) keep the cheques forms and cheques safely and to inform the Bank immediately in writing should any cheque form or cheque be misplaced, lost or stolen;

(c) not to draw any cheque in such manner as to facilitate fraud or forgery, and to notify the Bank as soon as he becomes aware of any fraud or forgery.

The Customer shall be liable for all losses resulting from any cheque form or cheque being mislaid, lost or stolen including, without limitation losses due to forged or altered cheques.

7.3 The Bank may dishonour cheques as "good for payment" to another bank, in which case, the Customer's UOB CashPlus Account shall be immediately debited with the amount of the marked cheque and thereafter payment of the cheque shall be deemed to be made by the Bank to the other bank, but is not obligated to do so, present cheques on behalf of the Customer to the drawee bank for marking.

7.4 The Bank shall not be obligated to pay any cheque bearing a signature different from the specimen signature of the Customer or authorised signatory (as the case may be) or not drawn in accordance with the list of authorised signatories or not dated or dated in the future or stale dated or otherwise irregular or improper.

7.5 The Bank may in its absolute discretion honour any cheque or other instrument signed by an authorised signatory but presented after his death, regardless of whether or not the Bank has received notice of his death.

7.6 Unless the Customer declines the service, the Bank may at its absolute discretion render an Auto-Cheque service by sending a new cheque book to the Customer at such times as the Bank believes that a new cheque book may be required. The Customer shall be liable for all losses arising out of or in the Customer so requests, by registered post, courier or other mode of delivery, all at the Customer's cost and risk (including risk of disclosure of the Customer's information) concerning the Customer's UOB CashPlus Account). The Bank may debit the postage/delivery charges incurred to the Customer's UOB CashPlus Account or in any other account (which the Customer may have with the Bank for the purpose).

8. PROGRAMME

8.1 The Bank may confer or offer to the Customer privilege, benefit or discount under any Programme in its sole discretion for the utilisation of the Facility.

8.2 The Bank may at any time and from time to time without prior notice and without assigning any reason, modify, vary or withdraw the benefits or privileges of any Programme and or any privilege, benefits or discounts offered or conferred under any Programme;

(b) suspend or terminate any Programme;

(c) restrict or exclude any Participant from participation or continuing to participate in any Programme;

(d) Any privilege, benefit or discount offered or conferred under any Programme or any Participant under any Programme may be unavailable, suspended or withdrawn by that Participant at any time for any reason and without prior notice or liability.

9. CREDIT LIMIT INCREASE

The Customer hereby undertakes that the outstanding amounts under the Facility (including, without limitation, sums of principal and compounded interest) shall not at any time exceed the Credit Limit. Should the outstanding amounts exceed the Credit Limit, the amount in excess of the Credit Limit ("excess") shall be immediately due and payable, and the Customer shall forthwith, or where the excess whether or not a demand has been made by the Bank.

10. INTEREST

Interest if accrued (including default interest) shall be calculated based on a daily basis, shall accrue day to day and shall be calculated on the basis of the actual number of days elapsed and a year of 365 days. Interest if payable is payable on the 1st day of each month after judgment on the principal amount from time to time outstanding under the Facility, at the rate of 17.8% per annum, or such rate as may be prescribed by the Bank from time to time, payable monthly in arrears. Interest payable monthly from the date of demand (in Clause 12.2) to the date of repayment subject to the minimum interest charge of $5.00/- per month, or any other amount set at the discretion of the Bank.

11. DEFAULT INTEREST

The Customer shall pay to the Bank interest at the rate of 3% per annum above the prevailing rate or such rate as may be prescribed by the Bank from time to time:

(a) on the daily balance outstanding where the outstanding amount is within the approved Credit Limit: from the date of drawdown to the date of repayment in full of the outstanding amount (whether or not a demand for payment is received); and

(b) on the outstanding amount where the outstanding amount exceeds the approved Credit Limit: from the date the outstanding amount exceeds the approved Credit Limit until the date of payment of such excess together with the minimum payment for the month (as the case is and be).

12. PAYMENTS

12.1 Notwithstanding anything to the contrary, express or implied, in this Agreement, all outstanding amounts under the Facility shall be payable on demand. The Bank may at any time, by notice (of any demand), on the due date for payment in accordance with the terms and conditions stated herein below.

12.2 Unless the Bank has given the Customer written notice of a different amount payable, the Customer shall pay the Bank on or before the date specified in the monthly statement ("due date") a minimum payment of an amount equal to the sum of the following:

(a) $30.00/- or

(b) 5% of the outstanding amounts ("minimum payment"), whichever is higher.

12.3 Without prejudice to the generality of Clause 12.2, the Customer is not required to make any payment to the Bank in respect of the outstanding amount shown in the monthly statement if the minimum payment exceeds $30.00/-.

12.4 The Customer shall in addition to the default interest stipulated in Clause 11 be liable to pay a late charge of $60.00/-, or such amount as may be determined by the Bank from time to time without notice to the Customer, for each month or part thereof that any payment is not received by the Bank in full by the Bank before the due date.

12.5 Without prejudice to Clause 12.4 and anything else contained herein, the Bank reserves the right to suspend utilisation of the Facility and the privileges, benefits and discounts under the Programme, and no withdrawals may be made by the Customer if any part of the Facility or any other sum due to the Bank under UOB CashPlus Account (unless the Bank in its absolute discretion agrees otherwise) until the Bank receives the minimum payment and/or the outstanding amount in full, and the Bank may at its sole discretion, and without prejudice to its other rights, remedies and powers under this Agreement, or other period as the Bank deems fit in its sole discretion.

12.6 All payments shall be made in Singapore dollars and in the mode prescribed by the Bank from time to time.

13. ANNUAL FEE AND CHARGES

13.1 The Customer undertakes to pay annual fee of such amount as may be determined by the Bank from time to time. Such amount shall be payable in advance yearly and will be debited against the Customer's UOB CashPlus Account or such other account as the Bank may from time to time prescribe. Upon termination of the Facility for whatever reasons, the annual fee remains payable until closure of the Customer's UOB CashPlus Account

13.2 The Bank may impose such other fees and charges as it may decide from time to time in its absolute discretion, including but not limited to:

(a) where the Customer requests for additional statements of account;

(b) where the Customer instructs the Bank to stop payment of cheques or

(c) where the Customer instructs the Bank to:

(c) where cheques are dishonoured for whatever reasons; and

(d) where any cheque or other instrument (whether or not such amount) shall be debited against the Customer's UOB CashPlus Account.

14. COSTS AND EXPENSES

All costs and expenses, whether or not otherwise, connected with enforcement or protection of any of the Bank's rights (including, without limitation, the processing, implementation and recovery of moneys owing under the Facility or notice of default or any other matter arising from the Facility, whether or not proceedings or otherwise) shall be payable by the Customer on demand, on a full indemnity basis, together with interest from the date of such costs and expenses are incurred to the date of full payment at such rate as the Bank may prescribe from time to time.

15. CONCLUSIVENESS

15.1 Any certificate or statement may be sent by ordinary post to the Customer by the Bank. No notice will be sent for any period during which the Facility is not utilised. The Customer is under a duty:

(a) to check all entries in the Customer's statement;

(b) to report to the Bank within ten (10) days of the date of the monthly statement, any omission, error, unauthorised transactions or inaccurate/incorrect entries therein;

(c) to sign and return any confirmation slips; and

(d) to promptly notify the Bank if he does not receive any statement that is due to him.

15.2 The Bank does not recommend the Customer a written objection as to the contents of any monthly statement within ten (10) days of the date of the statement.

15.3 The Customer shall be deemed conclusively: (i) to have accepted, and shall be bound by, the validity, correctness and accuracy of the transactions and the balance shown in the monthly statement; and (ii) to have ratified and confirmed, and shall be bound by, all of the transactions represented by the entries set out therein; (b) the statement shall be deemed conclusive evidence of the Customer's authorisation to the Bank to effect the transactions/entries set out therein and any other agreement concerning the borrowing of moneys or the granting of advances or credit, services given to the holder of the obligation connected therein or in relation to any other agreement or withdraw the advance or credit;

(e) if, in the Bank's opinion, there is any change in circumstances which would materially and adversely affect the Customer's ability to perform his obligations under this Agreement or any other agreement with the Bank;

(f) if any asset of the Customer are subject of any form of execution, attachment, arrest, sequestration or distress.

(g) if any representation, warranty or statement made by the Customer in his application for the Facility or any other notice or document given by the customer in relation to the Facility is untrue or misleading in a material respect.

16. RIGHT OF DEBIT

Without prejudice to any other rights that the Bank may have, the Bank shall have the right (without being obliged to) at any time without notice to the Customer to set off any Customer's UOB CashPlus Account and/or debit the balance of the Facility (if any) with all accrued interest, outstanding principal amount and interest, fees, charges, the amount payable under Clause 14 and any other sum due to the Bank under this Agreement such debiting shall be deemed to be a payment of the amount due (except to the extent of any amount in credit in the Customer's UOB CashPlus Account) or a waiver of any event of default under this Agreement or any other agreement relating to the credit line. If such debiting causes the Customer's UOB CashPlus Account to be overdrawn, such interest shall be payable accordingly.

17. WAIVER WITHOUT PREJUDICE

The Bank may neglect or forbear to enforce any of the terms in this Agreement or waive on such conditions as it deem fit any breach by the Customer of the same without prejudice to its right at any time afterwards to strictly in accordance with such terms and conditions or the originally agreed terms in respect of the existing or subsequent breaches.

18. REVIEW AND TERMINATION/CLOSURE OF UOB CASHPLUS ACCOUNT

18.1 Notwithstanding anything stated in this Agreement, the Facility is subject to review by the Bank from time to time and the Bank may terminate the Facility if the Bank deems fit without giving any reason or reason therefor to forthwith by notice to the Customer reduce or increase the Credit Limit or terminate the Facility or close the UOB CashPlus Account.

18.2 The Customer may upon giving the Bank prior written notice to take effect not less than seven (7) days, terminate the Facility and close the UOB CashPlus Account provided that at the time the UOB CashPlus Account is in credit and without assigning any reasons to suspend, cancel, withdraw, or terminate any of the Support Channels.

19. INDEMNITY

The Customer undertakes to indemnify and hold the Bank and all of its rights, benefits and/or obligations to such person or persons as the Bank shall in its absolute discretion deem fit. Any such assignee of or transferee of rights and/or obligations of the Bank shall be entitled to the full benefit of this Clause 19 and shall be deemed to be a party to this Agreement in place of the Bank, but shall not be liable to any Customer for any breach of the rights or obligation assigned or transferred to it. Provided always that the Customer shall not assign, transfer and/or delegate any of his rights and/or obligations.

20. APPLICABLE LAW AND PROCEEDINGS

These terms and conditions shall be governed by and construed in accordance with the laws of Singapore and the Customer irrevocably:

(a) submit to the non-exclusive jurisdiction of the courts of Singapore; and

(b) agree that the Bank may, at its option, commence proceedings of any action or proceeding in respect thereof it shall be entitled at its absolute discretion to select which transaction or transactions shall be executed, without prejudice to any other rights or remedies it may have hereunder.

3.8 Monies in the Account may be payable at the Bank's branch in Singapore where the Account is main-tained or at such other place as the Bank may from time to time in its absolute discretion.

3.9 The Bank may make cheques as "good for payment" to another bank, in which case, the Account shall be immediately debited with the amount of the marked cheque and thereafter payment of the marked cheque cannot be stopped. The Bank may, but is not obliged to, present cheques on behalf of the Customer to the drawee bank for marking.

3.10 Without prejudice to the generality of Clause 3.2, the Customer is liable for paying out any cancelled, altered and/or forged cheques whether due to the Customer or other parties, or forgeries or any other unauthorised instructions, or any other cheque or other instrument which is not in order or which is defective or where the counterfeit, alterations and/or forgery cannot be easily detected or otherwise where the Customer has contributed or is entitled to act in a manner so as to have facilitated such alteration or forgery or a court counterfeit or multiplied cheque.

4. MANDATE/INSTRUCTIONS

4.1 The Bank shall act only on the Instructions given in accordance with each Account mandate. The Bank shall be entitled to refuse to accept or act on any instruction, whether for a withdrawal or any other transaction or any Instructions, if the Bank is of the opinion:

(a) the Bank is unable to verify the Customer's or an Authorised Person's identity to its satisfaction;

(b) the Bank is in doubt as to the genuineness of the Instructions;

(c) the form or content of such Instruction is not in accordance with the requirements or policies or practices as prescribed by the Bank from time to time;

(d) the Instruction is not in accordance with the mandate(s) for the time being in effect in respect of the operation of any Account or Service or the Bank is in doubt as to the authority of any person to give such Instruction;

4.2 Notwithstanding and without prejudice to Clause 4.1, the Bank may act upon any Instruction which, the Bank believes in good faith to be given by the Customer or an Authorised Person (or by any person or entity to the identity or authority of the person giving or purporting to give such Instruction or the authenticity thereof and notwithstanding that such Instruction may contain errors or be ambiguous in its terms or be given by the Authorised Person to the Bank, or any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such Instruction.

4.3 The Customer acknowledges that the Bank may implement whatever security procedures and fea-tures it deems fit from time to time in connection with the Account and/or Service and the Customer and/or the Authorised Person and the Customer agrees that the transaction has been authorised by the Customer. Without prejudice to the foregoing, the Bank may, in its absolute discretion, require the Customer and/or the Authorised Person in any form or manner as it deems appropriate.

4.4 The Bank may act upon any Instruction given in writing of any change or variation in this signature or that of an Authorised Person or the authorised manner of signing Account. The Bank shall be entitled to a reasonable period of time to implement such Instructions. Such Instructions shall not affect any transaction or dealing prior to The Bank may in its absolute discretion honour any cheque or other instrument, or act on any Instruction, signed by the Customer or an Authorised Person but presented after his death, regardless of whether or not the Bank has received such notification of his death.

4.5 The Bank may in its absolute discretion honour any cheque or other instrument, or act on any Instruction, signed by the Customer or an Authorised Person but presented after his death, regardless of whether or not the Bank has received such notification of his death.

4.6 The Customer agrees not to make use of and in the case of a corporate Customer, agrees to ex-ercise proper control over and safeguard the use of the Bank's authorisation forms, facsimile signature stamps in drawing cheques, or other forms of withdrawals, or in communications with the Bank without first obtaining the Bank's consent in writing. Notwithstanding the foregoing, the Bank may, but is not obliged to, verify by a facsimile signature stamp against the specimen facsimile signature stamp of the Bank's Authorised Signatory or any other person or persons authorised by the Customer, makes use of facsimile signature stamps in drawing cheques, or other forms of withdrawals, or in any form of communication with the Customer or Authorised Person. The Customer shall be liable for any pay such cheques and/or to disregard such request for withdrawal or other communication without prior notice to the Customer, and the Customer shall be liable for any loss or damage arising if it honours a cheque, or allows a withdrawal or acts on any Instruction, bearing a facsimile signature which is not easily identifiable as such. "Facsimile signature stamp" means a mechanical or electronic signature stamp or other instrument.

4.7 The Customer is solely responsible for ensuring the accuracy and completeness of all Instructions. The Bank shall not be responsible for the consequences of any Instructions being incomplete, garbled or inaccurate.

4.8 The Bank is not obliged to cancel or accept any request or Instruction. The Bank shall not be taken to have received or have notice of such countermand from the Customer until the Bank communicates to the Customer to that effect. The Bank shall not be taken to have waived its right not to act on any request for cancellation or amendment by reason of the Bank having so acted on such request on any previous occasion.

5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

5.1 Representations, warranties and undertakings in this Clause 5 shall be deemed repeated when-ever any Transaction is given to the Bank, any Account of the Customer is established or opened and any cash, asset or investment is deposited or received by the Bank for the Customer or any Service utilised.

5.2 The representations, warranties and undertakings in this Clause 5 shall be deemed repeated when-ever any Instruction is given to the Bank, any Account of the Customer is established or opened and any cash, asset or investment is deposited or received by the Bank for the Customer or any Service utilised.

6. CLOSURE/CONVERSION OF ACCOUNT AND TERMINATION OF SERVICE

6.1 Unless otherwise provided herein, the Bank may at any time in its absolute discretion and without giving any reasons:

(a) close the Account; and/or

(b) terminate, withdraw or revoke any Service, in whole or in part, without prior notice and the Customer shall not hold the Bank responsible for any loss or damage suffered thereby.

6.2 Any payment made by the Bank to the Customer upon closure of the Account shall be deemed good and sufficiently discharged in cash, draft or cashier's order or in such other manner as the Bank deems fit.

6.3 The Bank may discharge its liability to the Customer for any money or credit balance in the closed Account by crossing a cheque or draft payable to the Customer or by ordinary post to the last known address of the Customer in the Bank's records. The Bank shall not be liable for any loss or damage arising out of such cheque or draft. Credit balances in the Account results in a "nil" or negative balance, the Bank may close the Account without notice to the Customer.

6.4 The Customer's obligation to pay all fees, costs, charges, expenses and amounts accrued up to the date of closure of the Account or termination of any Service shall not be affected by such closure or termination.

6.5 Upon closure of the Account or termination or revocation of the Service, the Customer shall immediately return all property belonging to the Bank (including without limitation unused cheque form(s), passbook(s) and ATM card(s)) to the Bank.

6.6 If for any reason payments are effected after closure of the Account, all sums so paid shall be a debt due from the Customer to the Bank payable on demand.

6.7 Interest will not accrue on any Account unless the Bank specifically agrees, or on any unclaimed balances or any other amounts payable.

6.8 The Bank reserves the right at any time and from time to time to convert an Account to another for any reason whatsoever, including but not limited to closing any Account at the Bank's branch in Singapore and transferring the same to any other branch of the Bank in Singapore or abroad.

7. OVERDRAFT/OVERDRAWN ACCOUNT/UNCLEARED EFFECTS

7.1 The operating hours of or the time period during which any Account and/or Service may be available subject to the discretion of the Bank and the Bank may in its absolute discretion, without prior notice, ensure that Account and/or Service will be available during the times specified by the Bank from time to time.PRO-VIDED HOWEVER that the Bank may in its absolute discretion, without prior notice, ensure that such Account and/or Service will be available (whether uninterrupted or available at all during such specified times) or equipment which is required for the operation of such Account and/or Service or any equipment, cheque reader or where the counterfeit, alterations and/or forgery cannot be easily detected or otherwise where the Customer has contributed or entitled to act in a manner so as to have facilitated such alteration or forgery or a court counterfeit or multiplied cheque.

8. LINKING OF ACCOUNTS

8.1 If the Customer has more than one Account with the Bank, the Bank may at its discretion link such Accounts (the "Linked Accounts") and shall be entitled to set off the credit balance in any one of the Linked Accounts against the debit balance in any other Linked Account.

8.2 Without prejudice to Clause 8.1 above (i) joint accounts with single signing authority may be linked, and (ii) no joint accounts with multiple signing authority may be linked. The Bank may at its discretion be entitled to credited to or transferred into such joint accounts by way of the Services as instructed. The Bank shall be entitled to a reasonable period of time to implement such Instructions. Such Instructions shall not affect any transaction or dealing prior to The Bank may in its absolute discretion honour any cheque or other instrument, or act on any Instruction, signed by the Customer or an Authorised Person but presented after his death, regardless of whether or not the Bank has received such notification of his death.

4.9 The Bank may in its absolute discretion honour any cheque or other instrument, or act on any Instruction, signed by the Customer or an Authorised Person but presented after his death, regardless of whether or not the Bank has received such notification of his death.

4.10 The Customer agrees not to make use of and in the case of a corporate Customer, agrees to ex-ercise proper control over and safeguard the use of the Bank's authorisation forms, facsimile signature stamps in drawing cheques, or other forms of withdrawals, or in communications with the Bank without first obtaining the Bank's consent in writing. Notwithstanding the foregoing, the Bank may, but is not obliged to verify by a facsimile signature stamp against the specimen facsimile signature stamp of the Bank's Authorised Signatory or any other person or persons authorised by the Customer, makes use of facsimile signature stamps in drawing cheques, or other forms of withdrawals, or in any form of communication with the Customer or Authorised Person. The Customer shall be liable for any pay such cheques and/or to disregard such request for withdrawal or other communication without prior notice to the Customer, and the Customer shall be liable for any loss or damage arising if it honours a cheque, or allows a withdrawal or acts on any Instruction, bearing a facsimile signature which is not easily identifiable as such. "Facsimile signature stamp" means a mechanical or electronic signature stamp or other instrument.

4.7 The Customer is solely responsible for ensuring the accuracy and completeness of all Instructions. The Bank shall not be responsible for the consequences of any Instructions being incomplete, garbled or inaccurate.

4.8 The Bank is not obliged to cancel or accept any request or Instruction. The Bank shall not be taken to have received or have notice of such countermand from the Customer until the Bank communicates to the Customer to that effect. The Bank shall not be taken to have waived its right not to act on any request for cancellation or amendment by reason of the Bank having so acted on such request on any previous occasion.

5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

5.1 Representations, warranties and undertakings in this Clause 5 shall be deemed repeated when-ever any Transaction is given to the Bank, any Account of the Customer is established or opened and any cash, asset or investment is deposited or received by the Bank for the Customer or any Service utilised.

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6. CLOSURE/CONVERSION OF ACCOUNT AND TERMINATION OF SERVICE

6.1 Unless otherwise provided herein, the Bank may at any time in its absolute discretion and without giving any reasons:

(a) close the Account; and/or

(b) terminate, withdraw or revoke any Service, in whole or in part, without prior notice and the Customer shall not hold the Bank responsible for any loss or damage suffered thereby.

6.2 Any payment made by the Bank to the Customer upon closure of the Account shall be deemed good and sufficiently discharged in cash, draft or cashier's order or in such other manner as the Bank deems fit.

6.3 The Bank may discharge its liability to the Customer for any money or credit balance in the closed Account by crossing a cheque or draft payable to the Customer or by ordinary post to the last known address of the Customer in the Bank's records. The Bank shall not be liable for any loss or damage arising out of such cheque or draft. Credit balances in the Account results in a "nil" or negative balance, the Bank may close the Account without notice to the Customer.

6.4 The Customer's obligation to pay all fees, costs, charges, expenses and amounts accrued up to the date of closure of the Account or termination of any Service shall not be affected by such closure or termination.

6.5 Upon closure of the Account or termination or revocation of the Service, the Customer shall immediately return all property belonging to the Bank (including without limitation unused cheque form(s), passbook(s) and ATM card(s)) to the Bank.

6.6 If for any reason payments are effected after closure of the Account, all sums so paid shall be a debt due from the Customer to the Bank payable on demand.

6.7 Interest will not accrue on any Account unless the Bank specifically agrees, or on any unclaimed balances or any other amounts payable.

6.8 The Bank reserves the right at any time and from time to time to convert an Account to another for any reason whatsoever, including but not limited to closing any Account at the Bank's branch in Singapore and transferring the same to any other branch of the Bank in Singapore or abroad.

7. OVERDRAFT/OVERDRAWN ACCOUNT/UNCLEARED EFFECTS

7.1 The operating hours of or the time period during which any Account and/or Service may be available subject to the discretion of the Bank and the Bank may in its absolute discretion, without prior notice, ensure that Account and/or Service will be available during the times specified by the Bank from time to time.PRO-VIDED HOWEVER that the Bank may in its absolute discretion, without prior notice, ensure that such Account and/or Service will be available (whether uninterrupted or available at all during such specified times) or equipment which is required for the operation of such Account and/or Service or any equipment, cheque reader or where the counterfeit, alterations and/or forgery cannot be easily detected or otherwise where the Customer has contributed or entitled to act in a manner so as to have facilitated such alteration or forgery or a court counterfeit or multiplied cheque.

4. MANDATE/INSTRUCTIONS

4.1 The Bank shall act only on the Instructions given in accordance with each Account mandate. The Bank shall be entitled to refuse to accept or act on any instruction, whether for a withdrawal or any other transaction or any Instructions, if the Bank is of the opinion:

(a) the Bank is unable to verify the Customer's or an Authorised Person's identity to its satisfaction;

(b) the Bank is in doubt as to the genuineness of the Instructions;

(c) the form or content of such Instruction is not in accordance with the requirements or policies or practices as prescribed by the Bank from time to time;

(d) the Instruction is not in accordance with the mandate(s) for the time being in effect in respect of the operation of any Account or Service or the Bank is in doubt as to the authority of any person to give such Instruction;

4.2 Notwithstanding and without prejudice to Clause 4.1, the Bank may act upon any Instruction which, the Bank believes in good faith to be given by the Customer or an Authorised Person (or by any person or entity to the identity or authority of the person giving or purporting to give such Instruction or the authenticity thereof and notwithstanding that such Instruction may contain errors or be ambiguous in its terms or be given by the Authorised Person to the Bank, or any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such Instruction.

4.3 The Customer acknowledges that the Bank may implement whatever security procedures and features it deems fit from time to time in connection with the Account and/or Service and the Customer and/or the Authorised Person and the Customer agrees that the transaction has been authorised by the Customer. Without prejudice to the foregoing, the Bank may, in its absolute discretion, require the Customer and/or the Authorised Person in any form or manner as it deems appropriate.

4.4 The Bank may act upon any Instruction given in writing of any change or variation in this signature or that of an Authorised Person or the authorised manner of signing Account. The Bank shall be entitled to a reasonable period of time to implement such Instructions. Such Instructions shall not affect any transaction or dealing prior to The Bank may in its absolute discretion honour any cheque or other instrument, or act on any Instruction, signed by the Customer or an Authorised Person but presented after his death, regardless of whether or not the Bank has received such notification of his death.

4.5 The Bank may in its absolute discretion honour any cheque or other instrument, or act on any Instruction, signed by the Customer or an Authorised Person but presented after his death, regardless of whether or not the Bank has received such notification of his death.

4.6 The Customer agrees not to make use of and in the case of a corporate Customer, agrees to ex-ercise proper control over and safeguard the use of the Bank's authorisation forms, facsimile signature stamps in drawing cheques, or other forms of withdrawals, or in communications with the Bank without first obtaining the Bank's consent in writing. Notwithstanding the foregoing, the Bank may, but is not obliged to verify by a facsimile signature stamp against the specimen facsimile signature stamp of the Bank's Authorised Signatory or any other person or persons authorised by the Customer, makes use of facsimile signature stamps in drawing cheques, or other forms of withdrawals, or in any form of communication with the Customer or Authorised Person. The Customer shall be liable for any pay such cheques and/or to disregard such request for withdrawal or other communication without prior notice to the Customer, and the Customer shall be liable for any loss or damage arising if it honours a cheque, or allows a withdrawal or acts on any Instruction, bearing a facsimile signature which is not easily identifiable as such. "Facsimile signature stamp" means a mechanical or electronic signature stamp or other instrument.

4.7 The Customer is solely responsible for ensuring the accuracy and completeness of all Instructions. The Bank shall not be responsible for the consequences of any Instructions being incomplete, garbled or inaccurate.

4.8 The Bank is not obliged to cancel or accept any request or Instruction. The Bank shall not be taken to have received or have notice of such countermand from the Customer until the Bank communicates to the Customer to that effect. The Bank shall not be taken to have waived its right not to act on any request for cancellation or amendment by reason of the Bank having so acted on such request on any previous occasion.

5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

5.1 Representations, warranties and undertakings in this Clause 5 shall be deemed repeated when-ever any Transaction is given to the Bank, any Account of the Customer is established or opened and any cash, asset or investment is deposited or received by the Bank for the Customer or any Service utilised.

5.2 The representations, warranties and undertakings in this Clause 5 shall be deemed repeated when-ever any Instruction is given to the Bank, any Account of the Customer is established or opened and any cash, asset or investment is deposited or received by the Bank for the Customer or any Service utilised.

6. CLOSURE/CONVERSION OF ACCOUNT AND TERMINATION OF SERVICE

6.1 Unless otherwise provided herein, the Bank may at any time in its absolute discretion and without giving any reasons:

(a) close the Account; and/or

(b) terminate, withdraw or revoke any Service, in whole or in part, without prior notice and the Customer shall not hold the Bank responsible for any loss or damage suffered thereby.

6.2 Any payment made by the Bank to the Customer upon closure of the Account shall be deemed good and sufficiently discharged in cash, draft or cashier's order or in such other manner as the Bank deems fit.

6.3 The Bank may discharge its liability to the Customer for any money or credit balance in the closed Account by crossing a cheque or draft payable to the Customer or by ordinary post to the last known address of the Customer in the Bank's records. The Bank shall not be liable for any loss or damage arising out of such cheque or draft. Credit balances in the Account results in a "nil" or negative balance, the Bank may close the Account without notice to the Customer.

6.4 The Customer's obligation to pay all fees, costs, charges, expenses and amounts accrued up to the date of closure of the Account or termination of any Service shall not be affected by such closure or termination.

6.5 Upon closure of the Account or termination or revocation of the Service, the Customer shall immediately return all property belonging to the Bank (including without limitation unused cheque form(s), passbook(s) and ATM card(s)) to the Bank.

6.6 If for any reason payments are effected after closure of the Account, all sums so paid shall be a debt due from the Customer to the Bank payable on demand.

6.7 Interest will not accrue on any Account unless the Bank specifically agrees, or on any unclaimed balances or any other amounts payable.

6.8 The Bank reserves the right at any time and from time to time to convert an Account to another for any reason whatsoever, including but not limited to closing any Account at the Bank's branch in Singapore and transferring the same to any other branch of the Bank in Singapore or abroad.

7. OVERDRAFT/OVERDRAWN ACCOUNT/UNCLEARED EFFECTS

7.1 The operating hours of or the time period during which any Account and/or Service may be available subject to the discretion of the Bank and the Bank may in its absolute discretion, without prior notice, ensure that Account and/or Service will be available during the times specified by the Bank from time to time.PRO-VIDED HOWEVER that the Bank may in its absolute discretion, without prior notice, ensure that such Account and/or Service will be available (whether uninterrupted or available at all during such specified times) or equipment which is required for the operation of such Account and/or Service or any equipment, cheque reader or where the counterfeit, alterations and/or forgery cannot be easily detected or otherwise where the Customer has contributed or entitled to act in a manner so as to have facilitated such alteration or forgery or a court counterfeit or multiplied cheque.

4. MANDATE/INSTRUCTIONS

4.1 The Bank shall act only on the Instructions given in accordance with each Account mandate. The Bank shall be entitled to refuse to accept or act on any instruction, whether for a withdrawal or any other transaction or any Instructions, if the Bank is of the opinion:

(a) the Bank is unable to verify the Customer's or an Authorised Person's identity to its satisfaction;

(b) the Bank is in doubt as to the genuineness of the Instructions;

(c) the form or content of such Instruction is not in accordance with the requirements or policies or practices as prescribed by the Bank from time to time;

(d) the Instruction is not in accordance with the mandate(s) for the time being in effect in respect of the operation of any Account or Service or the Bank is in doubt as to the authority of any person to give such Instruction;

4.2 Notwithstanding and without prejudice to Clause 4.1, the Bank may act upon any Instruction which, the Bank believes in good faith to be given by the Customer or an Authorised Person (or by any person or entity to the identity or authority of the person giving or purporting to give such Instruction or the authenticity thereof and notwithstanding that such Instruction may contain errors or be ambiguous in its terms or be given by the Authorised Person to the Bank, or any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such Instruction.

4.3 The Customer acknowledges that the Bank may implement whatever security procedures and features it deems fit from time to time in connection with the Account and/or Service and the Customer and/or the Authorised Person and the Customer agrees that the transaction has been authorised by the Customer. Without prejudice to the foregoing, the Bank may, in its absolute discretion, require the Customer and/or the Authorised Person in any form or manner as it deems appropriate.

4.4 The Bank may act upon any Instruction given in writing of any change or variation in this signature or that of an Authorised Person or the authorised manner of signing Account. The Bank shall be entitled to a reasonable period of time to implement such Instructions. Such Instructions shall not affect any transaction or dealing prior to The Bank may in its absolute discretion honour any cheque or other instrument, or act on any Instruction, signed by the Customer or an Authorised Person but presented after his death, regardless of whether or not the Bank has received such notification of his death.

4.5 The Bank may in its absolute discretion honour any cheque or other instrument, or act on any Instruction, signed by the Customer or an Authorised Person but presented after his death, regardless of whether or not the Bank has received such notification of his death.

4.6 The Customer agrees not to make use of and in the case of a corporate Customer, agrees to ex-ercise proper control over and safeguard the use of the Bank's authorisation forms,

application by drawing a bank cheque in favour of all the joint account holders (regardless of the identity of the persons) who are entitled to the funds.

9.4 In the event of death of a joint account holder (except in the case of joint accounts designated as trust or executors' accounts), the amount standing to the credit of the joint account shall be held for the benefit and to the order of the survivor(s) (regardless of the terms of the Account mandate) provided that this is subject to the rights of the Bank in respect of such funds arising out of any lien, charge, pledge, set-off or any other encumbrance or any claim or demand, actual or contingent or otherwise, as well as to take such steps it deems desirable (including making payment(s) into a court of competent jurisdiction) in relation to the credit balance. Any payment made by the Bank to such survivor(s) or to a court of competent jurisdiction shall constitute complete discharge of the Bank's obligations binding on all the account holders and their personal representatives and successors-in-title.

9.5 Where the Account mandate provides for operation of the Account(s) by the single signature of any one of the joint account holders, or in the case of a corporate cheque, any one of the Authorised Persons, then if any one of the joint account holders or the Authorised Persons becomes bankrupt, insane or otherwise mentally disabled as evidenced by such documents satisfactory to the Bank, or in the case of one of the joint account holders being a corporation or a corporate Customer becomes insolvent or goes into liquidation, the Bank may (without being bound to do so and without prejudice to its rights) suspend the access to the funds therein, without liability to the Customer, until notice of such bankruptcy, insanity or mental disability, pending appointment of a legal representative of the insane or mentally disabled joint account holder or Authorised Person (as applicable) or insolvency, and notice from the other joint account holder(s) or Authorised Person(s) and the trustee in bankruptcy, liquidator or legal representative of the bankrupt, insane or mentally disabled joint account holder or Authorised Person (as the case may be) regarding ownership of the funds in the Account(s). For the purpose of this Clause 9.5, the Bank shall have the absolute discretion to verify and determine by any means it deems appropriate whether any person is under any mental disability and such determination shall be conclusive and binding on the Customer.

9.6 Where the Account mandate provides for Account(s) by joint signature, then if any one of the joint account holders becomes bankrupt or insolvent, the Account(s) can be operated or closed only by the joint signatures of the trustee in bankruptcy of the bankrupt joint account holder and the other joint account holder(s).

10. PROVISIONS FOR FIRMS

10.1 In the event of the firm's constitution for any reason whatsoever (including without limitation by death, retirement, bankruptcy or otherwise) of a partner or sole proprietor, the Bank may (in the absence of written notice to the contrary, treat the remaining/new partner(s)/new sole proprietor as having full power to carry on the business of the firm and to deal with the Account as if there had been no change in the firm's constitution.

10.2 Notwithstanding any change in the firm's constitution (as described in Clause 10.1 above) or name, or modification/termination of any power of any partner, these Conditions shall bind all partners/a new sole proprietor, and in the case of a partnership shall apply jointly and severally.

10.3 The Customer shall promptly notify the Bank in writing of any change in the constitution or name of the firm.

11. ACCOUNTS IN TRUST

The Bank is not obliged to recognise any person other than the Customer as having any interest in the Account. If the Bank agrees to open and maintain an Account(s) in the Customer's "in trust" or using some similar designation, whether or not for a specified third party, the Bank may accept cheques and other payment orders and other instructions relating to the Customer only and will not be required to obtain any consent from or see to the execution of any trust for any person.

12. OVERDRAFTS

12.1 In the absence of prior arrangement and approval, the Customer shall not at any time cause the Account to be overdrawn. A charge will be levied on cheque returned, or GIRO/standing order payment rejected due to insufficient funds. The Bank may without prior notice close the Account if cheques or GIRO/standing order payments continue to be presented/made after the Account has ceased to be in credit, or the Account is overdrawn, the Customer shall pay interest on the overdrawn amount at such rate as prescribed by the Bank from time to time. Interest on debit balances shall accrue daily with monthly rests, such interest to accrue as well after as before judgment All amounts overdrawn, charges and interests payable shall be repaid on demand.

12.2 The Customer shall not use or attempt to use any Service for payments or transfers or withdrawals unless there are sufficient available funds in the Account.

13. ACCOUNT STATEMENTS/PASSBOOK ENTRIES/CONFIRMATION ADVICES AND VERIFICATIONS

13.1 Statement of account or confirmation advices may be sent by the Bank to the Customer by ordinary post at monthly intervals or such other intervals as the Bank may from time to time determine at its sole discretion or the Account may be kept at the Bank.

13.2 Entries in the passbook are not valid unless machine-printed by the Bank or otherwise bear the signature of the Bank's authorised officers. The passbook is for reference only and does not represent or be the current balance of the Account since deposits or withdrawals may be made or charges debited to the Account without production of the passbook.

13.3 The Customer is under a duty:

(a) to check all entries in the statement of account, confirmation advices and/or passbook;

(b) to report promptly to the Bank any irregularities, discrepancies, inaccurate/incorrect omission, incorrect entries, error, or unauthorised transactions or inaccuracies in the contents or entries therein;

(c) to sign and return any confirmation slips, including those for auditing purposes; and

(d) to promptly, within such time as the Bank may prescribe from time to time, notify the Bank in writing if he does not receive any statement or confirmation advice that is due to him.

13.4 If the Bank does not receive from the Customer a written objection within fourteen (14) days of the date of such statement, confirmation advice or entry in the passbook:

(a) the Customer shall be deemed conclusively to have verified the same, and shall be bound by, the validity, correctness and accuracy of the transaction(s)/entries and the balance set out in the statement, advice and/or passbook; and (b) to have waived and released the Bank from any liability in respect of the transactions represented by the entries set out therein;

(c) the Customer shall have no claim against the Bank howsoever arising from, in connection with or as a result of any transaction/entry referred to therein.

13.5 The Bank has the right to adjust the Account to correct any erroneous entry or omission. The Bank may at any time rectify errors or omissions in any statement or advice or passbook and, subject to Clause 13.4 above, any statement or advice or passbook so rectified shall be binding on the Customer. The Bank has the right to reverse any entry, demand refund and/or debit any Account of the Customer with the Bank for any overpayment into the Account(s) arising from such errors or omissions.

13.6 When the number of transactions which are not entered or posted in the passbook reach a certain number (as prescribed by the Bank from time to time), the transactions may be consolidated and only the aggregate credit and debit amounts shall be printed in the passbook when it is updated. A statement listing the unposted transactions may be made available to the Customer within a reasonable time upon payment of the fee (if any).

13.7 The Customer agrees to accept all records of the Bank and, in additional, the records of the financial or non-financial institution, trade or other party accepting the use of his ATM card, as conclusive and binding against the Customer for all purposes unless there are obvious errors.

14. CUSTOMER'S DUTY

The Customer is under a duty, in respect of:-

(a) Accounts for which cheque books and/or ATM cards are issued:

(i) to immediately notify the Bank if any ATM card, cheque or cheque book is mislaid, lost or stolen, to take all reasonable steps to help recover the use of any lost or stolen ATM card, cheque or cheque book, to provide the Bank with any information and/or documentation it may require from time to time relating to the use of the ATM card, cheque or cheque book and to cooperate with the Bank in any investigation or litigation arising from or in connection with the use of the ATM card, cheque or cheque book;

(ii) to take all reasonable care and precaution to prevent loss or theft of any ATM card, cheque or cheque book;

(iii) to immediately notify the Bank in writing if the Customer does not receive his cheque book(s) (which the Customer has requested to be dispatched to him) within two (2) weeks from the date of such request;

(iv) not to draw cheques, keep cheque books or operate the Account in a manner which may facilitate fraudulent alterations or forgery or allowing anyone else to use the ATM card, and should, among other precautions, comply with the terms and conditions on the cheque book cover and in the agreements for Services provided by the Bank; and

(v) not to use or try to use the ATM card after the Account has been closed or after the Bank has notified the Customer that the Bank is suspending the operation of the Account or use the ATM card and shall, upon demand any such sums so paid and interest on such sum. Failure to do so is at the Customer's own risk.

(b) Saving/Passbook Accounts:

(i) to keep the passbook secure at all time under lock and key and to immediately notify the Bank in writing if the passbook is lost, stolen or mislaid. The Bank shall not be liable for any amount withdrawn from the Account by fraudulent use of the passbook prior to notification of it being lost, stolen or mislaid; and

(ii) to present the passbook for updating from time to time.

(c) All Accounts: to monitor the balance of the Account at all times and to notify the Bank in writing immediately if the Customer discovers/suspects any error in the Account(s).

15. CONFIDENTIALITY OF PASSWORD, LOGIN-ID, PIN AND CIN

15.1 The Customer undertakes that (a) all passwords that each Authorised Person shall keep confidential all Password(s), Login-ID(s), PIN, CIN and other codes issued by the Bank or by any certification authority recognised by the Bank in order to enable the Customer or such Authorised Person to use the Service(s) and the Customer shall be responsible for all instructions effected (whether authorised or not) through the use of such Password(s), Login-ID(s), PIN, CIN and codes.

15.2 The Customer agrees to take and shall procure that each Authorised Person shall take all precautions to safeguard the Password(s), Login-ID(s), PIN, CIN and codes such as (but not limited to):

(a) not disclosing them or causing them to be disclosed to anyone;

(b) changing the Password(s), Login-ID(s), PIN and CIN regularly;

(c) destroying the advice issued for the Password(s), Login-ID(s), PIN, CIN and codes promptly upon receipt;

(d) memorising the Password(s), Login-ID(s), PIN, CIN and codes and not writing them down; and

(e) informing the Bank in writing immediately if the Customer suspects that someone else knows the Password(s), Login-ID(s), PIN, CIN and codes to prevent fraudulent or unauthorised use of the Account(s) and confirming such in writing.

15.3 The Customer shall remain liable for all liabilities incurred and all instructions received by the Bank (whether authorised or not) after the Password(s), Login-ID(s), PIN, CIN and/or codes are disclosed to someone else until the Bank, and where applicable the certification authority, has received sufficient time reasonably steps in accordance with its prevailing practice to prevent any Instruction from being effected through the use of the Password(s), Login-ID(s), PIN, CIN and codes.

15.4 When the Bank is notified by the Customer that the Password, Login-ID, PIN, CIN or other code is lost or may have become known to another person, the Bank shall be entitled at the expense of such person or the Customer's and/or the Authorised Person's use of the relevant Service and/or to cancel the Customer's and/or the Authorised Person's Password, Login-ID, PIN, CIN and code. The Customer and/or the Authorised Person may be issued with a fresh Password, Login-ID, PIN, CIN or code at the Bank's discretion.

15.5 The Bank reserves the right to issue any combination of letters and/or numbers for the Password(s), Login-ID(s), PIN, CIN and codes.

15.6 The Bank shall at its discretion be entitled to deactivate or revoke the use of such Password(s), Login-ID(s), PIN, CIN and codes at any time without assigning any reason and without prior notice to the Customer and/or the Authorised Person.

16. DISCLOSURE

16.1 The Customer consents to the Bank, its officials, employees, agents or any other persons who by reason of their capacity or office have access to the Bank's records, correspondence or any material relating to the Customer or the Account, disclosing any and all information whatsoever (including personal data) relating to the Customer, any Authorised Person, the money and other relevant particulars of the Account for any purpose which the Bank considers appropriate, necessary or desirable (including but not limited to, marketing, promotional and/or cross-selling purposes):-

(a) to any person or organisation providing electronic or other services to the Bank whether in Singapore or elsewhere, for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims;

(b) to any person or organisation whether in Singapore or elsewhere which is engaged by the Bank for the purpose of performing or in connection with the performance of outsourced functions of the Bank where such services or operational functions have been outsourced;

(c) to any agent or contractor of the Bank whether in Singapore or elsewhere;

(d) to credit or guarantee insurance companies and/or credit bureaus/bureau or credit card enquiries;-

(e) to the Bank's related and associated companies wherever situated;

(f) without prejudice to the generality of Clause 16.1(a) above, to banks, financial institutions, credit bureau or credit reference agents (only for credit information on the Customer and/or any Authorised Person);-

(g) in any judicial proceedings to which the Bank is a party whether or not liable or incurred by the Bank in connection with the Account(s) or any Service;-

(h) to the Bank's agents for the purpose of printing personalised cheques, statements, advices, correspondence or any other documents; and

(i) in respect of any information collected or processed with or without the Customer's authority in or through the ATMs of other banks or financial or non-financial institutions or EFTPOST Terminals or other card operated machines or devices for the purpose of the Bank's, financial institutions or EFTPOST Terminals or other card operated machines or devices, such information to be used, processed and/or disclosed in such manner as the Bank (including without limitation Network for Electronic Transfers (Singapore) Private Limited), trader or other party accepting the use of the ATM card and their respective agents or contractors.

16.2 Where any banking facility has been granted at anytime to the Customer, or where the Bank accepts or agrees to accept any application for any banking facility, the Customer hereby authorises the Bank at any time and from time to time without prior notice, disclosure or consent of the Customer, to disclose and/or share with any other relevant parties of the Account to any surety or other person who has undertaken liability or provided security for any of the Customer's liabilities to the Bank, and/or any other person to whom the Bank views it as necessary to provide such information in the course of the Bank's preservation and/or enforcement of such security.

17. BANK'S AGENTS

The Bank may use the services of any bank or agent in any location it deems advisable in connection with any collection or other dealings in the Account(s) of the Customer. Such bank or agent is deemed to be the agent of the Customer and the Bank shall not, in any circumstances, be responsible or liable to the Customer for any loss or damage to the Customer, the Account(s) or any other funds held for credit into any Account or in payment of any sum due to the Bank) in any currency into the currency of the Account or the currency in which payment is to be made, as the case may be, in any manner as it may in its absolute discretion determine and at its own rate of exchange then prevailing. The Customer agrees that any such conversion of the currency into another shall be conclusive and binding on the Customer.

21.3 The Bank reserves the right to reserve such sums in the Account(s) (including Accounts held jointly by the Customer and the other persons) as it may determine to be required to indemnify it for any losses, costs, damages, claims and expenses which it may suffer, incur or be liable to pay on behalf of the Customer and/or under or in connection with the Account.

22. ORAL/TELEFAX INSTRUCTIONS

22.1 The Bank is hereby authorised (but is not obliged) to rely upon and act in accordance with any Instruction on the operation of the Account(s) the Customer arising from any cause whatsoever through the Account to any person (including without limitation any Customer who is a joint account holder of the Account or any Authorised Person):-

(a) which may from time to time be, or purport to be, given orally, whether by telephone or otherwise (each an "oral Instruction"); or

(b) which may from time to time be transmitted to the Bank by telefax or similar means and contains the facsimile signature of the authorised signatory authorising or purporting to authorise its issue (each a "telefacsimile instruction"), without any further authority from the Customer or any Authorised Person, or any

18.5 Any payment by the Customer under these Conditions shall be made free and clear of and without any deduction or withholding in respect of any tax or levy. If the Customer is required by any applicable law to effect such deductions or withholding, then the amount payable by the Customer to the Bank shall be increased by such amount as shall result in the Bank receiving an amount equal to the amount the Bank should have received in the absence of such deduction or withholding.

18.6 In the event that any goods and services tax ("GST", which expression shall include any tax of a similar nature that may be substituted for or levied in addition to it, by whatsoever name called) is now or hereafter chargeable by law on any payment hereunder, the Customer shall pay such GST, at such rate(s) as may be prescribed by law from time to time, in addition to all other sums payable hereunder or relating hereto. If the Bank is required by law to collect and make payment in respect of such GST, the Customer agrees to indemnify the Bank for such GST.

18.7 The Customer shall pay interest at such rate(s) as the Bank may from time to time determine on all payments under or related amount of a credit line as may be granted by the Bank in its sole discretion, and other sums due and owing to the Bank, and on any losses or expenses suffered or incurred by the Bank as a result of the Bank having to pay any sum on behalf of the Customer or any other person, for the period that interest is calculated on such basis, as the Bank may determine and shall be added to the sums then owing to the Bank, and such interest shall be payable on demand and shall be part of the Customer's liabilities to the Bank.

18.8 In the purpose of calculating the Customer's liabilities to the Bank in respect of any sum due and payable to the Bank or recoverable from the Customer without prejudice to the rights and remedies of the Bank against the Customer or any other person, the Customer agrees that the Bank may incur any loss in interest earnings or a reduction in the original principal amount due to bank charges and/or adverse exchange rate movements.

18.9 The Customer shall pay to the Bank all payments due in the currency in which they are due to such Accounts as the Bank shall verify the Customer.

19. BANK'S SECURITY RIGHTS

The Customer agrees that when the Bank accepts or incurs any liability at the request of the Customer, or when the Account is overdrawn, or when any interest, service charge, fee or other sum ("charge") is due and payable to the Bank, any deposits, funds, documents, instruments, chattels, bonds, debentures, shares or other securities and other property belonging to the Customer, or on behalf of the Customer (hereinafter called "Collateral") including Collateral in safe custody, shall automatically be pledged and/or charged to and constituted a continuing security to the Bank for discharge of such liability and payment of such overdraft. The Bank shall have the right to retain such Collateral (even if this necessitates the renewal thereof) for such time as the Bank deems fit, notwithstanding that the liability, overdraft and/or charge is discharged in full.

20. RIGHT OF SET-OFF AND COMBINATION OF ACCOUNTS

20.1 Without prejudice to the rights of the Bank at common law, the Bank shall be entitled (but shall not be obliged) at any time without prior notice to the Customer to combine or consolidate all or any Account(s) of the Customer or of any one or more of the account holders of the Customer whether singly or jointly or jointly with any other person(s) and/or thereof, from time to time and whether in Singapore or elsewhere and to combine or consolidate all or any credit balances, whether matured or not, in any one or more such Accounts whereseever situate in/which are denominated in/payable in any currency and to set-off or transfer any sum or any one or more of account holders on any Account or in any respect whatsoever under whatever style, name or form, whether such liability is present or future, actual or contingent, primary or collateral, several or joint.

20.2 The Bank shall also be entitled in the event of any breach by the Customer of these Conditions or any Collateral or any agreement, if any, (if any) (the "Agreement") or any default, obligation or liability of the Customer to the Bank, to set any Collateral (as defined in Clause 19) held or held elsewhere, and notwithstanding any judicial proceedings, to dispose of such Collateral after giving the Customer seven days' notice of the Bank's intention to do so. The costs, legal fees and costs of such disposal and other expenses incidental to such sale, the Customer shall immediately upon demand pay to the Bank the amount of any deficiency.

21. INDEMNITY BY CUSTOMER /CURRENCY CONVERSION

21.1 The Customer shall indemnify the Bank and keep the Bank's servants, employees, nominees, directors and agents for all losses, costs, damages, embarrassment, claims and expenses, including legal fees and costs, which the Bank may suffer or incur in connection with or arising from: (a) the Bank's acting, without limitation:-

(a) the Bank acting or carrying out any Instructions purportedly given to the Bank pursuant to these Conditions whether or not such Instructions are unauthorised, inaccurate or incomplete;

(b) the Bank's refusal to act on any Instruction, or the Bank's suspension of the performance of its functions as banker for the Customer including (but not limited to) as collecting or paying banker guaranteeing any endorsement or debiting or crediting in connection with the performance of outsourced functions of the Bank where such services or operational functions have been outsourced.

(c) the Bank's exercise of its rights under these Conditions;

(d) the Bank's preservation or enforcement of its rights under these Conditions and other applicable terms and conditions governing the Bank's other banking facilities (collectively "the Agreements") and/or any payment made with the Bank for the operation of the Account, or as a result of any non-compliance of these Conditions or of such other applicable terms and conditions by the Bank;

(d) in connection with any action taken by any party against the Customer or any Account(s) for any reason whatsoever the law of any jurisdiction, or any act, omission, default, negligent or unlawful act by use of the Account(s) and/or any Services;-

(e) in connection to any involvement by the Bank in any proceedings of whatever nature for the protection of or in connection with the Account(s) and/or any Services;-

(f) in connection with any Service including but not limited to paying the Bank with any existing or future law or regulation or official directive in respect of any these Conditions;

(g) as a result of the Bank's acting in good faith, and

(h) arising out of or in connection with these Conditions (including without limitation Clause 22).

21.2 The Customer shall pay to the Bank on demand all such losses, costs, damages and expenses which may arise or be incurred by the Bank in connection with the Account(s) or any Service.

(a) conversion of any amount in any Account standing to the credit of the Customer or any amount due from the Bank to the Customer or any sum received by the Bank for the Customer's account or any instructions crediting of any Account, assessing the Customer's liability or the Customer to the Bank or enforcing the Bank's rights under these Conditions in any such currency as the Bank may in its absolute discretion determine (to the Bank of Account(s); or

(b) conversion of the balance in any Account or any part thereof (and if the Bank so chooses, together with the interest accrued on the amount so converted) into any other currency selected by the Bank at the time such balance or part thereof is transferred pursuant to these Conditions or any payable by the Bank and/or any other currency in full and complete discharge of the Bank's obligations with respect thereto; or

(c) conversion of any sum received by the Bank (whether for credit into any Account or in payment of any sum due to the Bank) in any currency into the currency of the Account or the currency in which payment is to be made, as the case may be, in any manner as it may in its absolute discretion determine and at its own rate of exchange then prevailing. The Customer agrees that any such conversion of the currency into another shall be conclusive and binding on the Customer.

21.3 The Bank reserves the right to reserve such sums in the Account(s) (including Accounts held jointly by the Customer and the other persons) as it may determine to be required to indemnify it for any losses, costs, damages, claims and expenses which it may suffer, incur or be liable to pay on behalf of the Customer and/or under or in connection with the Account.

22. ORAL/TELEFAX INSTRUCTIONS

22.1 The Bank is hereby authorised (but is not obliged) to rely upon and act in accordance with any Instruction on the operation of the Account(s) the Customer arising from any cause whatsoever through the Account to any person (including without limitation any Customer who is a joint account holder of the Account or any Authorised Person):-

(a) which may from time to time be, or purport to be, given orally, whether by telephone or otherwise (each an "oral Instruction"); or

(b) which may from time to time be transmitted to the Bank by telefax or similar means and contains the facsimile signature of the authorised signatory authorising or purporting to authorise its issue (each a "telefacsimile instruction"), without any further authority from the Customer or any Authorised Person, or any

further notice to or from the Customer or any Authorised Person, without any inquiry by the Bank as to the authority or identity of the person giving or authorising or purporting to give or authorise such Instruction or the authenticity thereof, regardless of the circumstances prevailing at the time of such Instruction or the nature of the transaction and notwithstanding any error, misunderstanding, fraud or lack of clarity in the terms of such Instruction, and whether or not such oral Instruction or telefacsimile instruction was made or given with or without the authority of the Customer.

22.2 Without prejudice to the foregoing, the Customer agrees that the Bank will not be liable for any losses which the Customer may suffer in connection with the Bank acting in accordance with Clause 22.1 above including without limitation on any oral instruction of a person who is not the Customer or an Authorised Person, or any telefacsimile instruction transmitted as aforesaid upon which any of the signatures has been forged or otherwise not genuine.

22.3 The Customer hereby agrees that a note made by any of the Bank's officers (or, as the case may be, any of the officers of any of the officers in any part of the world or affiliate companies of the Bank) of any oral instruction or, as the case may be, a copy of any telefacsimile instruction, shall be conclusive and binding evidence of such instruction or telefacsimile instruction, as the case may be, and of the fact that the Bank shall not be obliged to cause any of its officers or such officers of such offices or affiliated companies to verify the accuracy of such instruction or to keep the same or any tape or other record of it.

22.4 In respect of the application of the terms in this Clause 22 to the mandate with regard to any Account which the Customer may operate in conjunction with any other person or trustee or affiliates or associate companies of the Bank in any part of the world, the Customer agrees that the Bank acts for such office, branch or company in its agreement on these terms.

23. COMMUNICATION

23.1 The Customer shall notify the Bank immediately upon any change of particulars of the Customer and/or any Authorised Person including (but not limited to) their names, titles, nationalities, addresses, addresses, identification documents, telephone, facsimile or other contact numbers, partners (for partnership Accounts), Directors and Memorandum and Articles of Association (for company Accounts) and constitution and/or rules (for societies, clubs and other unincorporated associations).

23.2 All notices to and correspondence, advices, statements of accounts, confirmation advices, ATM cards, dishonoured cheques, cheques, documents and/or other instruments whatsoever (including without limitation those which the Bank is required by law to give the Customer) shall be deemed sufficiently given to the Customer if delivered by hand or sent by ordinary post to the last known address, facsimile or other relevant number of the Customer in the Bank's records and will be deemed, even if they could not be delivered or transmitted or were returned undelivered: (i) to have been received by the Customer on the day following such posting, if sent by ordinary post; or (ii) to have been received by the Customer (in ordinary post) to the last known address of the Customer in the Bank's records or by whatever mode of publicity the Bank in its absolute discretion thinks fit (including but not limited to posting on the Bank's website in English and Chinese newspapers) or via radio or television broadcasts or any other media chosen by the Bank in its absolute discretion, whether or not the Customer actually receives or sees the information or the date of such publication or broadcast.

23.3 The Customer shall hold the Bank liable in the event any Communications is delayed, intercepted, lost and/or failed to reach the Customer during delivery, transmission or despatch, or if the content in such Communications is intercepted or read by any third party.

23.4 The Customer consents to the effecting of personal service of any document which is required by any Agreement or any Collateral (as defined in Clause 19) or any judgment or order of any court of competent jurisdiction or any Collateral (as defined in Clause 19) or any public or private law, or any judicial proceedings, by delivery of the same to the Customer personally or by leaving the same at the last known address of the Customer or by sending the same by registered post to the last known address of the Customer.

23.5 A written statement by an officer of the Bank confirming the posting of any Communications whatsoever from the Bank shall be conclusive evidence against all parties and shall be deemed, even if they could not be delivered or transmitted or were returned undelivered: (i) to have been received by the Customer on the day following such posting, if sent by ordinary post; or (ii) to have been received by the Customer (in accordance with the powers conferred on the Bank under these Conditions or such terms and conditions.

23.4 If there be any dispute in meaning between the English version and any translation of these Conditions, the English version shall prevail. For the avoidance of doubt, the Bank is under no obligation to provide any document in any language other than English.

29. ASSIGNMENT/TRANSFER

29.1 These Conditions are binding and inure to the benefit of the Bank and the Customer and their respective successors in title and permitted assigns and shall continue to be binding on the Customer notwithstanding:

(a) any change in the name or constitution of the Bank; or

(b) the consolidation or amalgamation of the Bank into or with any other entity, and in such event such entity shall thereupon be substituted for the Bank in these Conditions, all Accounts and all Services made available at that time by the Bank to the Customer and these Conditions shall continue in force as between the Customer and such entity.

29.2 The Customer shall not be entitled to assign or transfer any of its rights, or any liability, or any duty, to any third party whether by security or otherwise his rights and obligations under these Conditions or in relation to any Account or Service.

30. SEVERABILITY

If at any time any one or more of these Conditions is or becomes invalid, unlawful or unenforceable in any respect under the law of any jurisdiction, such invalidity, unlawfulness or unenforceability shall not affect remaining provisions contained herein nor the validity, legality or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

31. ILLEGALITY

Notwithstanding any other provision herein, it by reason of any applicable law or regulation or regulatory requirement (whether or not having the force of law) or any change therein or judicial interpretation relating thereto or the interpretation or administration or application thereof, it shall become (or it shall appear to the Bank that it shall become) unlawful or impossible or impracticable for the Bank to carry into effect any of its obligations herein, the Bank may (without prejudice to any other right hereunder) notify the Customer to that effect, whereupon the Customer shall immediately upon receipt of such notification from the Bank pay the whole of all monies owing to the Bank by the Customer.

32. APPLICABLE LAW & PROCEEDINGS

These Conditions shall be governed by and construed in accordance with the laws of Singapore and the Customer irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore. Any proceedings whatsoever for the recovery of any monies claimed to be due from any Account maintained with the Bank in Singapore shall be instituted by the Bank in the Customer solely in the courts of Singapore unless the Bank otherwise agrees in writing, and any judgment or order of court made against the Bank shall not be enforceable or executed against the assets or revenues of the Bank.

33. ATM CARD

33.1 The ATM card provides convenient ways for the Customer to operate the Account only. The Customer shall not hold the Bank or any other person responsible for any defects in the Automated Teller Machine.

33.2 The Bank reserves the right, at any time without notice and as it may think fit to:

(a) impose charges and fees for the use of the ATM card, and for the replacement of a lost or stolen ATM card; and

(b) ask for the return or retention of the ATM card because it is the Bank's property and the Customer agrees to return it promptly at the Bank's request.

33.3 The Bank may, at the Customer's request, allow any ATM card to be used or continue to be used in relation to any other Account in addition to or in substitution for the Account originally designated by the Bank may continue to debit the Account with other Accounts of the Customer, or the use of the ATM card in relation to any such other Account

33.4 If the Account is in joint names or is a corporate account the Bank may issue the ATM card to anyone who can operate the Account alone, or any Authorised Person.The Customer should note that the Bank may continue to debit the Account with other Accounts of the Customer, or the use of the ATM card in relation to any such other Account

34.1 The Cali Centre Service is the service by which the Customer and/or Authorised Person may perform banking transactions and obtain information and services from the Bank through the telephone or other equipment with or without assistance of a Bank staff.

34.2 Instructions given to the Bank through the Call Centre Service shall be deemed irrevocable and binding on the Customer once it is received by the Bank.

34.3 The Customer shall not dispute the opening of any Account(s) or the provision of any Call Centre Service or the transactions effected through the Service on the ground that the Customer or any Authorised Person has not signed any form or made any written request for the Service or Account(s).

34.4 All exchange rates or interest rates quoted by the Bank under the Cali Centre Service are only indicative and shall not bind the Bank. To be binding, the rates quoted must be confirmed by the Bank in relation to a specific transaction(s) to be effected under the Cali Centre Service. The confirmed rate(s) shall bind the Customer for the transaction(s) effected through Call Centre Service notwithstanding that a different rate might have been quoted by Bank channels other than the Call Centre Service.

34.5 If Instructions are received by the Bank through Call Centre Service outside Banking Hours or on a public holiday or Sunday, the Bank is entitled to execute such Instructions on the next Business Day.

34.6 The Bank is authorised to act on the Instructions of the Customer or any Authorised Third Parties upon receipt of Customer's Instructions given from time to time through the Call Centre Service. The pre-authorisation is effective upon Customer signing the Bank's prescribed form(s) and meeting all conditions stipulated by the Bank in connection therewith and shall remain in force until the Bank receives Customer's written notice of revocation.

34.7 The Customer agrees to comply with the limits set by the Bank from time to time for transactions performed through the Call Centre Service. The Customer shall not hold the Bank responsible for losses, damages, fees, costs, charges and expenses sustained or incurred as a result of the Bank permitting transactions above the set limits.

34.8 If the Account designated by the Customer or any Authorised Person to be debited for transactions involving foreign exchange does not have sufficient funds to pay for any such transactions, the Bank has the right to close out the foreign exchange position and cancel the transaction and the Customer shall be liable for all losses (including foreign exchange losses), damages, costs (including replacement costs) and fees incurred in connection with the transaction.

34.9 The Bank shall be entitled (but shall not be obliged) to record any Instructions and other telephone conversations between the Bank and the Customer or any Authorised Person in connection with or relevant to the Service or any Account. Such recordings shall be conclusive evidence of the Instructions and of other matters discussed between the Bank and the Customer.

34.10 The Customer may terminate the Call Centre Service upon giving 7 days' prior written notice to the Bank. Without prejudice to Clause 6.1, the Service shall be terminated automatically without prior notice upon the termination of the Customer's Account(s) with the Bank.

34.11 The Customer agrees that any decision by the Customer or any Authorised Person to purchase any Fund or place any time deposit investment pursuant to the Call Centre Service is based on his own evaluation of loss (hereinafter collectively called "Investments") will be made based on the Customer's independent assessment of the Investments and without reliance on any advice, suggestion or information given by the Bank and agrees not to hold the Bank responsible and not to sue or join in or bring any action or lawsuit against the Bank for any loss or damage suffered by the Customer as a result of such Investments even if they were made based on advice, suggestion or information given by the Bank. The Customer is aware that professional advice should be sought before making any Investments and that the Bank is not a professional independent advisor in any matter relating to these Conditions.

35. CALL CENTRE SERVICE (FOR PAYNOW ACCOUNTS)

35.1 The Customer may use the Call Centre Service to pay Payee Corporations in respect of his own bills or those of Third Parties (if the Customer is an Authorised Third Party in respect of Third Parties) in accordance with the Call Centre Service to pay the Third Party Bills shall constitute an express authorisation to the Bank to make the payments. To use the Call Centre Service for Third Party Bills payments, the Customer shall complete the Bank's prescribed form or select the Payee Corporations electronically through the Call Centre Service.

35.2 The Bank may impose such limits on the Customer's use of the Call Centre Service for Corporations without prior notice and the Customer shall have no claim whatsoever against the Bank for any loss or damage caused thereby.

35.3 To open the time or fixed deposit Account through the Cali Centre Service, the Customer or Authorised Person shall instruct the Bank to debit an Account for the initial deposit. The Customer shall ensure that the signatories to operate the time or fixed deposit Account shall be the same as the signatories for the Account from which the initial deposit is obtained.The Bank may at its sole discretion refuse application to open a time or fixed deposit account through the Cali Centre Service without giving any reason.

36. DEFINITIONS

"Account" means any account of the Customer with the Bank, including but not limited to Current or Checking Account, Savings Account, Fixed Deposit Account, Multi-currency Account, Foreign Currency and Foreign Currency Time/Fixed Deposit Account, and any other accounts used for the purposes of the Services and the Bank shall in its absolute discretion determine which and how many of the Accounts of accounts which may be made available by the Bank from time to time. "ATM" means Automated Teller Machine

"Authorised Person" means a person authorised by the Customer (whether alone or jointly with any other person or persons) to give any Instructions and/or exercise the rights of the Customer in respect of the Account and/or to effect any transaction or utilise any Service for and on behalf of the Customer.

"Bank" means United Overseas Bank Limited, United Overseas Bank Limited, Eastern Bank Limited as the case may be, and includes any successor or assign of the Bank.

"Banking Hours" means the hours stipulated by the Bank from time to time for receipt, processing and/or execution of Instructions or for the availability of any Service.

"Business Day" for Singapore dollar transactions means a day when the Bank is open for business, and for foreign currency deposits means a day when both the Bank and any relevant business centre as determined by the Bank for that currency are open for business in the relevant currency.

"CIN" means the customer identification number and consists of an access code and a PIN.

"Conditions" means the terms and conditions governing Accounts and Services, as the same may be varied, amended or supplemented from time to time, pursuant to Clause 2.

"Customer" means the holder of an Account with the Bank, and/or any person utilising any Service, and its personal representative(s) or successors), as the case may be.

"Fund" means any unit trust, mutual fund, collective investment scheme or any individual share class in any such trust, fund of scheme.

"Instructions" means any requests, application for the opening of any Account or the provision of any Service, authorisation, instruction, notice, or other communication, whatsoever, howsoever and manner as may be otherwise acceptable to the Bank and howsoever sent, given or transmitted (whether by mail or through the Internet, facsimile machine, computer or other electronic terminal, equipment or system or otherwise) at any time whatsoever whether before or after these Conditions are applicable, made to the Bank by the Customer or any Authorised Person or any person authorised by the Customer or Authorised Person to revoke, ignore or vary previous requests, applications, authorisation and instructions, or which the Bank or an officer of the Bank reasonably believes to be the requests, applications, authorisation or instructions received by and transmitted to the Bank in accordance with the Bank's procedure and requirements.

"Payee Corporation(s)" means corporation(s) whose bills can be paid through the Call Centre Service.

"PIN" means the personal identification number and/or password and/or any other form of electronic identification signature provided by the Bank for the Customer.

"Services" means the services provided by the Bank including but not limited to ATM card services, UOB Call Centre service, Corporate and Personal Internet Banking service or such other types of services which may be available from the Bank from time to time, and "Service" means any one of them.

"Third Parties" means persons or corporations who are not the Customer.

"Third Party Bills" means bills issued by Third Parties to the Payee Corporation and bearing reference numbers given by the Customer.

"UOB Group Banks" means United Overseas Bank Limited and its subsidiaries and associated companies, including Far Eastern Bank Limited.

TERMS AND CONDITIONS OF UOB PERSONAL INTERNET BANKING ACCESS

THE TERMS AND CONDITIONS OF THE PERSONAL INTERNET BANKING ACCESS MAY BE VIEWED AT OUR WEBSITE AT

Information is correct at time of print (February 2009).

CP-V1.2-200902