

## **PayNow Terms and Conditions**

### **1. These Terms**

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

### **2. PayNow Registration**

- 2.1 You can register for PayNow through the channels provided by us from time to time.
- 2.2 By performing a PayNow Registration, you are linking a Unique Identifier belonging to you, which can be your mobile number or NRIC/FIN, to an Account which we accept for PayNow Registration. You are required to assign a Name, acting as a tag, to your PayNow ID.

- 2.3 You confirm to us that the information in your PayNow Registration is accurate and complete, you are the legal owner of the Unique Identifier and the Account in your PayNow Registration and you will remain the legal owner of the PayNow ID and its PayNow Registered Account so long as your PayNow Registration is not de-registered by you.
- 2.4 Once you use your mobile number and/or your NRIC/FIN to register for PayNow with us, you will not be able to use the same Unique Identifier to register for PayNow with another Participating Bank where you have a bank account.
- 2.5 If you are a joint account holder, you and your joint account holder(s) can all use the same Account to register for PayNow with us. Each of you can register your own Unique Identifier as your PayNow ID and link your own PayNow ID to the joint Account.
- 2.6 You can amend the details in your PayNow Registration through the channels provided by us from time to time.

### **3. Receiving Monies in PayNow Registered Account(s)**

- 3.1 Your PayNow Registered Account is enabled to receive electronic fund transfers from customers of Participating Banks using PayNow.
- 3.2 Customers of Participating Banks, who subscribe to both the PayNow Registry and the FAST payment system, will be able to make electronic fund transfers to your PayNow Registered Account by using your PayNow ID.
- 3.3 Notwithstanding anything in these Terms, it is your responsibility to ensure that you give your registered PayNow ID and its tagged Name to any person from whom you wish to receive funds and you shall be solely responsible for any errors or damages incurred or suffered by you and/or any person arising from or in connection with any use or misuse of PayNow.
- 3.4 Should you receive funds from unverified sources in your PayNow Registered Account, it is your responsibility to contact us and/or make a police report. Please note that it can be an offence to retain and/or appropriate monies which do not belong to you for your own use.

### **4. Using PayNow to make Electronic Fund Transfers**

- 4.1 If you are using PayNow to make an electronic fund transfer to a PayNow Registered Account, it is your responsibility to verify that the PayNow ID and its tagged Name belong to the person you wish to pay.

4.2 A Name is not a unique identifier. If you are in doubt as to whether the PayNow ID and its corresponding Name belong to the person you wish to pay, it is your responsibility to verify further by ringing the mobile number or by making other verification checks if the PayNow ID is an NRIC/FIN or other type of unique identifier. If you choose to continue with a transaction until completion, you must accept that such transaction has immediate effect and we shall not be liable whatsoever for funds transferred to a wrong person.

4.3 You shall not misuse PayNow or any PayNow ID or any PayNow Registered Account for any improper purpose or in an improper manner.

## 5. Consent to Disclosure of Information

5.1 In connection with the provision of PayNow, your PayNow Registration will be maintained in the PayNow Registry hosted in the PayNow System of the Operator.

5.2 You consent to us, the Operator, ABS, Participating Banks who subscribe to both the PayNow Registry and the FAST payment system and their customers having access to your PayNow Data for purposes of and in connection with the provision of PayNow.

5.3 You hereby give us all consents and approvals required by law (including the Banking Act, and the PDPA) for the disclosure of your PayNow Data:

(a) to the Operator for its collection, use, processing, archival and disclosure to service providers, Participating Banks and their customers, for the purpose of providing, maintaining and enhancing PayNow and related services to Participating Banks and their customers;

(b) in the form of responses, and other messages generated by the PayNow System to Participating Banks and their customers, for their respective use and/or processing; and

(c) for any and all other purposes set out in the operating rules of the ABS for PayNow as may be varied or added to at the discretion of ABS.

5.4 Electronic fund transfers using PayNow may be made by way of FAST to customers of Participating Banks or by way of intra-bank transfer between customers of our bank. The method of payment may be reflected accordingly in our bank statements. You consent to our bank statements being prepared in a form that may identify the payor and payee as customers of our bank.

5.5 You agree that any and all acts taken by us, the Operator and/or providers of mobile phone services and/or other banks, financial institutions, government agencies or other competent agencies with respect to the provision of PayNow and the employees, representatives

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

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

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

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

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

is rejected because his/her PayNow ID is already registered in the PayNow Registry as your PayNow ID, you consent for us to answer such enquiry or give information regarding your PayNow Registration, including but not limited to details of your PayNow ID, phone number, etc., to such person, without having to obtain your consent, so that such person may make direct contact with you. The consent given by you herein for our foregoing acts is legal and valid and shall not be revoked so long as your PayNow Registration is not de-registered by you. You shall have no claim for damages against us or the foregoing persons or agencies for the foregoing acts or whatsoever.

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

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

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

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

(a) there is a change in your Unique Identifier that is registered as your PayNow ID;

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

to inform all your PayNow Users to stop using PayNow to send electronic fund transfers or to perform any other transactions with you. We are not liable for any damages incurred by you including funds transferred to a wrong account number and/or payee or any third party. We can also de-register your PayNow Registration on your behalf. We will update this deregistration in the PayNow Registry within 2 working days or such other period determined by the Bank from time to time.

6.3 When you change your mobile number and/or NRIC/FIN in your records with us, your PayNow Registration will be de-registered by us. We will update this deregistration in the PayNow Registry within within 2 working days or such other period determined by the Bank from time to time .

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

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

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

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

(d) we are notified by any Participating Bank and/or providers of mobile phone service and/or other banks, financial institutions, government agencies or other competent agencies or officials with respect to the provision of PayNow, of the cancellation of the Unique Identifier registered as your PayNow ID or the re-cycling of a mobile number registered as your PayNow ID to other person;

- (e) we are notified by any Participating Bank that there has been an attempt made at such Participating Bank to register the Unique Identifier which is your PayNow ID to the bank account of their customer and you fail to respond to our attempt to communicate with you through a channel provided by you to us (and if the PayNow ID is a mobile number, through another channel provided by you to us). In such circumstances where the PayNow ID is a mobile number, we can also delete this mobile number for use in your other Services with us and in our records within 5 working days or such other period determined by us from time to time;
- (f) your PayNow Registered Account is subject to computer data theft or hacking;
- (g) our relationship with the Operator or the provision of the PayNow Registry by the Operator is terminated or suspended for any reason;
- (h) in our opinion, a PayNow Registered Account or PayNow is not operated in a proper or regular manner;
- (i) in our opinion, a banking relationship is no longer appropriate; or
- (j) for any reason whatsoever, we are no longer providing PayNow.

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

- (a) any event of force majeure or events beyond our control including any events relating to power system, computer system, internet system or internet service providers, telecommunication system, network and/or service applications, connection system, malfunction, fault or interruption of any hardware and/or devices, or other communication networks or any other events beyond our control or instruction or our inability to be aware of, any delay, fault or error, or attack by computer virus or illegitimate acts, or if we and/or the Operator stop or suspend PayNow in any of the foregoing events or for the purpose of system improvement or maintenance resulting in you not being able to use PayNow;
- (b) any delay, fault or error in your computer system, hardware or devices or that of the Operator; or
- (c) you fail to comply with these Terms and/or the Other Terms or ignore the security features of PayNow.

6.6 You shall indemnify us from and against all claims, demands, actions, proceedings, losses, damages, charges and expenses, including legal costs, on an indemnity basis arising from your use of PayNow and unauthorized transactions on your PayNow Registered Account(s).

## 7. Fees and Charges

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

## 8. Definitions

“**ABS**” means the Association of Banks in Singapore.

“**Account**” means any account you now or hereafter have with us and any other account offered by us in future, whether the account is opened singly or jointly.

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

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

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

“**Name**” means a name by which a person is commonly known, that is tagged to his/her PayNow ID.

“**NRIC/FIN**” means a Singapore National Registration Identity Card number or a Foreign Identification Number.

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

“**PayNow**” is a service which enables payment requests to be made using a PayNow ID and which enables PayNow Registered Accounts to receive payments.

“**Participating Bank**” means a corporation licensed under the Banking Act which has signed a user agreement with the Operator giving the Participating Bank access to and use of the PayNow Registry.

“**PayNow Data**” means all information and personal data required from you from time to time for purposes of our bank providing PayNow including but not limited to Account Information, details of your PayNow Registration(s) and all information and data generated in connection with your use of PayNow and payments into your PayNow Registered Account.

“**PayNow ID**” means a Unique Identifier which is registered for PayNow.

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



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

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

**“PayNow System”** means the system maintained and operated by the Operator for access and use by Participating Banks in connection with PayNow.

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

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

**“Services”** means any services we may provide to you including but not limited to Call Centre services, electronic or Personal Internet Banking services or Mobile Services.

**“Unique Identifier”** means a mobile number, NRIC/FIN and/or other type of unique identifier which can be registered as a PayNow ID.

**“we” and “us”** mean United Overseas Bank Limited.