

TERMS AND CONDITIONS GOVERNING ELECTRONIC SERVICES

This document sets out the terms and conditions that apply when you use any of the Electronic Services provided by us (“Terms”).

Section A of this document sets out the general terms and conditions governing the various types of Electronic Services which we may provide or offer from time to time. Sections B sets out the terms governing specific types of services and/or programs.

It is important that you understand each of these terms and conditions. Please refer to the end of Section A for the definitions of the terms used in this document.

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A. TERMS AND CONDITIONS GOVERNING ELECTRONIC SERVICES

1. INTRODUCTION

- 1.1 These Terms will govern the Electronic Services which we agree to provide to you, and shall apply to:
- (a) any Electronic Service we are currently providing you;
 - (b) any Electronic Service we may provide you from time to time; and
 - (c) each time you access or make use of the Electronic Services.
- 1.2 These Terms are in addition to and shall be read together with:
- (a) the Terms and Conditions Governing Accounts and Services;
 - (b) the Privacy Policy;
 - (c) the terms and conditions governing our Services which are set out in our application forms;
 - (d) the terms and conditions governing any specific Service or product which we may offer from time to time (whether alone or jointly together with other third parties); and
 - (e) the terms and conditions governing your relationship with us as set out in any other document, agreement or form.
- 1.3 Unless otherwise expressly stated, in the event of any conflict or inconsistency in relation to the Electronic Services between these Terms and any of the other terms set out in clause above, these Terms shall prevail to the extent of such conflict or inconsistency and as necessary to give effect to these Terms.
- 1.4 By applying for or using any Electronic Service, you agree to abide and be bound by these Terms, and shall further be deemed to have read, understood and accepted each of these Terms.
- 1.5 Where you use any Electronic Services jointly with any other person, these Terms and all obligations and liabilities hereunder shall be binding on you and such other persons jointly and severally.

2. APPLICATION TO USE ELECTRONIC SERVICES

- 2.1 Your registration and use of our Electronic Services shall be subject to such requirements which we may, in our discretion, prescribe including in relation to:
- (a) requiring you to hold and maintain an Account or a specific type of Account;
 - (b) imposing a charge or fee;
 - (c) making the application on such forms and in accordance with any procedures or directions as we may prescribe;
 - (d) completing documentation and providing references as we may require; and
 - (e) providing any information we may require, including for the purpose of fulfilling "know-your-customer", anti-money laundering and counter-financing of terrorism requirements and any other laws and regulations which we are required to comply with.
- 2.2 We reserve the right to vary from time to time the pre-requisites for the registration or use of Electronic Services.
- 2.3 Notwithstanding anything to the contrary, we reserve the right to reject any application to register or use an Electronic Service without giving any reason and shall not be liable to you or any other person as a result of such rejection.

3. INSTRUCTIONS AND OPERATING MANDATE

- 3.1 To use any Electronic Service, you must give us:
- (a) all information which we may need about you and all Authorised Persons; and
 - (b) the operating mandate which sets out who has the authority to provide us with instructions in relation to the use of the Electronic Services on your behalf:
 - (i) if you have appointed more than one Authorised Person; and
 - (ii) if the Account is a joint account; and
 - (c) the scope of authority for each Authorised Person, including permissions settings, viewing access and authorisation of transactions.
- 3.2 In the absence of any specific instructions, we shall be entitled to operate on the basis that:

- (a) we may act on the instructions received from any Account Holder or any Authorised Person in relation to the use of the Electronic Services, and such instructions will be binding on the other Account Holder(s); and
 - (b) the Account Holder or Authorised Person shall have the authority to provide us with instructions on any matter relating to the use of the Electronic Services, without restriction, including authorising transactions and the terminating the Electronic Services.
- 3.3 We may, in our discretion, prescribe the procedure and manner in which instructions may be given or transactions may be effected through the Electronic Services, including through the use of usernames, Passwords, Channels and/or Security Devices.
- 3.4 All instructions given by you or any Authorised Person are irrevocable and binding on you. We are authorised to act on any instructions given in accordance with the operating mandate for the Electronic Service without further consent or notice to you.
- 3.5 Once received and processed by us, instructions shall not be cancelled, withdrawn or amended unless we, in our discretion, agree otherwise. In the event that we have received instructions for a recurring or future date payment through the Electronic Services, you may request for such instructions to be amended or cancelled, subject to us being entitled to a reasonable period of time of not less than seven (7) Business Days (or such other period as determined by us from time to time) from receipt to process such notification of amendment or cancellation.
- 3.6 Any instructions given and/or transactions effected or made by you after the specified or relevant cut-off times (as notified to you from time to time) may be treated as being received and/or intended for processing on the following Business Day.

4. USE OF THIRD-PARTY ELECTRONIC FUND TRANSFER SERVICES

- 4.1 Depending on the type of Account that you may hold, we may in our discretion from time to time permit you to make loan payments, direct deposits and/or withdrawals through the following third-party electronic fund transfer or payment services:
- (a) PayNow;
 - (b) AXS Stations, AXS e-Stations and AXS m-Stations;
 - (c) eNets;
 - (d) United Overseas Bank Limited Co.'s internet banking bill payment service; and
 - (e) Any other third-party electronic services provider, including providers of funds transfer and payment services, that we may from time to time notify to you.
- 4.2 We may, in our discretion, prescribe requirements and/or any other criteria on the registration and using of the third-party electronic fund transfer services from time to time, including the type of Accounts which are eligible, transaction limits and the use of specified Channels.
- 4.3 You acknowledge that the abovementioned third-party electronic fund transfer services are owned and operated by third parties and that the access to and use of such third-party electronic fund transfer services may be subject to the provision and/or availability of such services and facilities by those third-party owners. You shall also be responsible for complying with any and all terms and conditions of the third-party owners (as maybe amended or prescribed from time to time).
- 4.4 We shall be entitled, at our sole discretion, to reject any loan payment and/or direct deposit made using any third-party electronic fund transfer service if:
- (a) the third-party electronic fund transfer service used is not one which we permit loan payments and direct deposits to be made through;
 - (b) the transaction appears fraudulent, suspicious or unauthorised; and/or
 - (c) the transaction details are incomplete, inaccurate, outdate or otherwise incorrect.
- 4.5 You agree to pay for any fees, service charges and expenses relating to your use of any third-party electronic fund transfer services as we may specify and notify to you from time to time.
- 4.6 We shall not be responsible for the accessibility and operation of any of the aforementioned third-party services including any loss of, or any inability to retrieve, any data or information however caused as a result of any interruption, suspension or termination of service.

5. MYINFO SERVICE

- 5.1 We may, in our discretion, accept the use of MyInfo for the submission of information updates to us.
- 5.2 Information submitted to us through MyInfo shall, notwithstanding that it is submitted through MyInfo, be deemed to discharge your obligations to notify us of such changes to your personal information to the extent that the relevant information is contained on MyInfo and submitted to us through that system.
- 5.3 It is your responsibility to ensure that the information contained on your MyInfo profile is current and up-to-date. You agree to indemnify us fully and hold us harmless from and against all moneys, liabilities, losses, costs, damages, proceedings, claims and expenses of whatsoever nature which we may incur or suffer (including legal costs on a full

indemnity basis) as a result of the use of information submitted through MyInfo including where it is inaccurate and/or outdated.

- 5.4 We shall not be responsible for the accessibility and operation of the MyInfo system including any loss of, or any inability to retrieve, any data or information however caused as a result of any interruption, suspension or termination of service.

6. GIRO SERVICES

- 6.1 We may, in our discretion, accept the use of GIRO for recurring payment arrangements for loan payments or payment of bills to Billing Organisations (subject to the approval of the relevant Billing Organisation).
- 6.2 By registering for a GIRO recurring payment arrangement, you agree (and the holder of the relevant bank account, if applicable, agrees) to us debiting the relevant bank account for the loan or bill payments being made. This GIRO recurring payment arrangement will continue to be in effect until you notify us in writing to terminate it, or we receive a notification from the relevant bank that it has been terminated. We reserve the right to terminate the recurring payment arrangement at any time in our discretion without providing any reason.
- 6.3 You shall receive a notification to confirm that any new GIRO recurring payment arrangement has been approved. Upon the receipt of such notification, such new arrangement will take effect from your next scheduled loan or bill payment. You shall make payment of any scheduled loan or bill payment which falls due prior to the GIRO recurring payment arrangement being approved.
- 6.4 You shall be fully responsible for ensuring that there are sufficient funds in your bank account for any GIRO deduction. If any GIRO deduction is not successful for any reason whatsoever, you shall be responsible for any late fees and/or late payment interest which may be imposed under the terms of the relevant loan. Where a GIRO deduction is not successful, we may in our discretion terminate the GIRO recurring payment arrangement without any notice to you. We are not liable for any loss or damage arising from any action, inaction or delay in relation to the GIRO arrangement.

7. E-STATEMENTS

- 7.1 We may, in our discretion, prescribe requirements and/or any other criteria on the registration and use of the E-Statement facility from time to time, including the type of Accounts which are eligible for the use of such E-Statement facilities.
- 7.2 All terms and conditions in relation to paper statements of account, including those set out in our Terms and Conditions Governing Accounts and Services, shall apply with appropriate modifications to E-Statements.
- 7.3 We may, in our discretion, impose such fees for the use of E-Statement facilities from time to time.
- 7.4 We reserve the right to modify, restrict, cancel, suspend or discontinue the provision of E-Statement facilities without giving any reason.
- 7.5 The availability of E-Statements shall be deemed the date of delivery and date of receipt of the periodic statements of account. You agree to accept and view your E-Statements in a timely manner.
- 7.6 You shall be responsible for ensuring that your contact information including, any email addresses to which you have instructed us to send E-Statements, is accurate, current and up-to-date. We shall not be liable for any accidental disclosure of your E-Statement or any other relevant information where you fail to provide us with an accurate, current and up-to-date email address.

8. SMS BANKING

- 8.1 We may, in our discretion, prescribe requirements and/or any other criteria on the registration and use of the SMS Banking facility from time to time, including the type of Accounts which are eligible for the use of such SMS Banking facilities.
- 8.2 We may, in our discretion, impose such fees for the use of SMS Banking facilities from time to time.
- 8.3 We reserve the right to modify, restrict, cancel, suspend or discontinue the provision of SMS Banking facilities without giving any reason.
- 8.4 You shall be responsible for ensuring that your contact information, including any mobile phone number to which you have instructed us to send SMS Banking messages, is accurate, current and up-to-date. We shall not be liable for any accidental disclosure of your account balance or any other relevant information where you fail to provide us with an accurate, current and up-to-date email address.

9. MOBILE WALLET SERVICES

- 9.1 We may, in our discretion, prescribe requirements and/or any other criteria on the registration and use of a Mobile Wallet and any stored value Card provided in conjunction with a Mobile Wallet.
- 9.2 The use of a Mobile Wallet and any stored value Card provided in conjunction with a Mobile Wallet shall be subject to any user terms and conditions to be notified to you upon your registration and during your use of a Mobile Wallet.
- 9.3 Mobile Wallets provided as a joint service with any third-party entity may be subject to terms and conditions which shall be separately notified to you either by us or by such third parties. Such terms and conditions shall apply in addition to our Terms.

- 9.4 Funds stored on a Mobile Wallet and stored value Card provided in conjunction with a Mobile Wallet are not insured deposits under the Deposit Insurance and Policy Owners' Protection Schemes Act (Chapter 77B of the Singapore Statutes) and are ineligible for protection by the Deposit Insurance Scheme administered by the Singapore Deposit Insurance Corporation Limited under the Deposit Insurance and Policy Owners' Protection Schemes Act 2011.

10. OBLIGATIONS CONCERNING ACCOUNT SECURITY

10.1 You agree that you shall:

- (a) be responsible for the safekeeping of your mobile device and shall not share your mobile device, from which you access any Electronic Services, with any third party;
- (b) not use any equipment, mobile device, software or email address which you know or have reason to suspect contains any viruses, malicious code or damaging components which may interfere with or compromise your use of the Electronic Services;
- (c) not share access to, or your username and Passwords for, any Electronic Service with any third party;
- (d) not install, or cause, or permit to be installed, any malware or viruses that would result in your devices, email accounts, usernames and Passwords being compromised by any third party;
- (e) inform us immediately if you discover or suspect any unauthorised or erroneous transactions from or to your Account, or if your mobile device, Security Device, Card and/or any other Channel has been stolen or is missing; and
- (f) cause a police report to be filed where you discover or suspect any fraudulent or unauthorised transactions.

10.2 We may, in our discretion, require you to provide alternative means of identifying yourself, or without prior notice to you, suspend or terminate your use of any Electronic Service where we have reason to suspect that a transaction may be suspicious, fraudulent or unauthorised.

10.3 You shall promptly notify us if there is any change in your mobile phone number and/or email address.

11. EXEMPTION, LIABILITY AND INDEMNITY

11.1 We shall not be responsible for any loss suffered by you arising from or in connection with your use of any Electronic Service even if we are advised of, or otherwise might have anticipated, the possibility of such loss, damage or expense.

11.2 Unless otherwise liable under Applicable Law, we shall not be held liable for your damages, expenses, loss, liabilities, claims, consequences, actions, proceedings (whether direct, indirect or consequential) or costs (including all legal costs) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) incurred in connection with:

- (a) your use or inability to use the abovementioned third-party electronic fund transfer services and any other third-party electronic fund transfer services which we may from time to time permit loan payments and direct deposits to be made through;
- (b) any Electronic Service not being available due to system maintenance, breakdown or non-availability of any network, whether or not we own and/or control such network;
- (c) any error in your use of any third-party electronic fund transfer service;
- (d) any non-delivery, delayed delivery, misdirected delivery or the non-receipt of any Electronic Service;
- (e) any failure, refusal, delay or error by any third-party electronic fund transfer service through which a loan payment and/or direct deposit is made;
- (f) any improper or unauthorised use of any third-party electronic fund transfer service by you or any other person;
- (g) any improper, fraudulent or unauthorised use of any Electronic Service;
- (h) any incomplete, inaccurate, outdated or otherwise incorrect information provided by you during the use of any third-party electronic fund transfer service;
- (i) any circumstance beyond our control, including any incompleteness or inaccuracy of any technical information which is your responsibility to provide and/or any breakdown or failure of any transmissions or communications equipment or devices howsoever caused and/or any delay or error in data transmission or communications;
- (j) any act or omission by any relevant internet service provider;
- (k) any negligence on your part;
- (l) any delay or failure in any transmission, despatch or communication facilities; and/or
- (m) any malware or viruses on any device or email account you use to access our Electronic Services.

11.3 You agree to indemnify fully and hold us harmless against all losses, damages, liabilities, costs (including legal costs on a full indemnity basis) and expenses in respect of claims as a result of:

- (a) any dispute you may have with any direct or indirect beneficiary of an intended loan payment and/or direct deposit or your use of any third-party electronic fund transfer service; and/or
- (b) your breach or failure to comply with these Terms.

12. DEFINITIONS

12.1 Unless the context otherwise requires, the following terms shall have the following meanings:

“Account Terms”	:	means the terms and conditions set out in the Terms and Conditions Governing Accounts, as amended and in force from time to time;
“Account”	:	means any account that you now or hereafter have with the Company, whether opened alone or jointly with any other person, in respect of which the Company allows you to access or allows transactions to be performed through the Electronic Services and/or from which funds may be applied in connection with the access and use of the Electronic Services;
“Applicable Law”	:	means any regulations, guidelines, rules, requirements, sanctions, orders, awards, directives or applicable laws by any authority;
“Authorised Person”	:	means a person authorised by the Account Holder (whether alone or jointly with any other person or persons) from time to time to give any Instruction and/or to effect any transaction or utilise any Electronic Service for and on behalf of the Account Holder in relation to the Account;
“Billing Organisation”	:	means a participating organisation accepting billing and payments through the GIRO network;
“Business Day”	:	means a day (other than a Saturday, Sunday or gazetted public holiday in Singapore) on which banks are generally open for business;
“Card”	:	means any card that may be issued by the Company from time to time which enables the Account Holder to access or use the Account to which the card is linked to, including any pre-paid card, credit card, ATM Card, debit card or any other type of card, in physical or virtual form, that the Company may offer from time to time;
“Channel”	:	means any electronic, wireless, communication, transmission or telecommunications device, equipment, software, technology or medium (including the Internet and any computer, mobile device, terminal, system or platform) which is compatible to access and use the Electronic Services;
“Electronic Services”	:	means any Services provided to any Account Holder through electronic means, including any Services provided through the Internet, our Cards or any other similar Channels;
“E-Statements”	:	means statements of account transmitted to you in electronic form;
“GIRO”	:	means the General Interbank Recurring Order, a cashless payment method;
“Mobile Wallet”	:	means the payment account and/or the physical card which is provided to you upon acceptance of your application by us. The payment account is regarded as a stored value facility under Applicable Law, and may include different types of related payment products and Services which may be made available to you from time to time;
“MyInfo”	:	means the MyInfo online service operated by the Singapore Government;
“Password”	:	means any personal identification number (“PIN”), password, personal identifier, word, phrase, symbol, code, biometric identifier, digital identifier, code and/or other verification procedure which may be required in connection with the access and use of any Account, Service, Equipment and/or Electronic Service;
“Privacy Policy”	:	means our prevailing privacy policy including any amendments made from time to time;
“Security Device”	:	means any security device, equipment, Channel, software or technology which we may issue or designate for you to use to access the Electronic Services, including any token or other tools that we may introduce from time to time;
“Services”	:	means any financial services, products, features and/or functionalities provided or offered by us to any Account Holder from time to time on such terms and conditions as may be determined by us at our discretion;
“SMS”	:	means the mobile phone Short Messaging System;
“Terms”	:	means the terms and conditions set out in this Terms and Conditions Governing Electronic Services, as amended and in force from time to time;
“We”, “our”, “us” and the “Company”	:	refers to Singapura Finance Ltd and its successors and assigns; and
“You”, “your”, and “Account Holder”	:	means the person in whose name an Account is maintained, whether as a single or joint account holder, and shall where the context permits, include

any Authorised Person, and the Account Holder's heirs, personal representatives, successors and/or assigns.

13. INTERPRETATION

13.1 Unless the context otherwise requires:

- (a) references to "section" or "clause" refers to the sections or clauses of these Terms;
- (b) references the singular include the plural and vice versa;
- (c) the use of any gender shall include all genders;
- (d) references to statutes and other legislation includes a reference to that statute or other legislation as amended or re-enacted and to any regulation, order, instrument or subordinate legislation under the relevant statute or other legislation;
- (e) references to the operation of an Account includes the provision of any Services in relation to the Account;
- (f) references to "person" include any individual, company, corporation, firm, partnership, joint venture, association, organisation, institution, trust or agency, whether or not having a separate legal personality;
- (g) references to our discretion refer to our sole and absolute discretion;
- (h) the terms "including", "include" or any similar expression shall not limit the sense or application of any words preceding those terms and shall be deemed to be followed by "without limitation" or "but not limited to", and the term "otherwise" shall not be construed as limited by words with which it is associated;
- (i) the word "will" shall be construed to have the same meaning as the word "shall"; and
- (j) headings are for ease of reference and convenience only and shall not affect the construction or interpretation of any clause in these Terms.