

## **TERMS AND CONDITIONS**

### **BDO Unibank ELECTRONIC BANKING SERVICES**

BDO Unibank's Electronic Banking Services can be used to access your BDO Unibank accounts and perform transactions through BDO UnibankOnline Banking, BDO UnibankMobile Banking, and BDO UnibankCall Center provided you request to specifically enroll these accounts.

The term "BDO Unibank" refers to BDO Unibank Inc (Singapore Branch) "You" refers to each enrolled user of the BDO Unibank Electronic Banking Services: BDO Unibank Online Banking, BDO Unibank Mobile Banking and BDO UnibankCall Center.

The following terms and conditions ("**Terms and Conditions**") form the contract between you as a customer and BDO Unibank as the provider of these services. By enrolling in and using the BDO Unibank Electronic Banking Services, you acknowledge and accept these Terms and Conditions.

These Terms and Conditions replaces all earlier terms and conditions relating to the BDO Unibank Electronic Banking Services (if any) unless otherwise stated. These Terms and Conditions apply in addition to the terms and conditions that govern your accounts with BDO Unibank(including, where applicable, the [General Terms and Conditions for Customers. BDO UnibankMobile Banking Services Terms and Conditions, the BDO UnibankFingerprint Authentication Terms and Conditions, the BDO UnibankBiometrics Policy, the BDO UnibankData Protection Policy, BDO UnibankSecurity Policy ("**BDO Unibank T&C**") and all other terms and conditions applicable to the Account(s). The BDO UnibankT&C are expressly and specifically incorporated into and form part of these Terms and Conditions as though the same were reproduced herewith seriatim. If there is a conflict between These Terms and Conditions and the BDO UnibankT&C, these Terms and Conditions will prevail.

While BDO Unibankwill provide a secure system within which you can conveniently carry out your banking transactions via the Internet and your mobile phone you shall take full responsibility for protecting your personal information and accounts once you are enrolled in the BDO Unibank Electronic Banking Services and using secure communication lines and internet connection when utilizing the BDO Unibank Electronic Banking Services. Before doing any online transactions or sending personal information, make sure that the correct website has been accessed. Always enter the URL of the website directly into the web browser and avoid being re-directed to the website, or hyperlink to it from a website that may not be as secure. Beware of bogus or "look alike" websites. For more information, please refer to our Security Policy.

#### **1. Availability of Services**

- 1.1. By using the BDO Unibank Electronic Banking Services, you agree to be bound by these Terms and Conditions and that the BDO Unibank Electronic Banking Services will be available on all Account(s) held with BDO, whether open now or opened in the future. In the event that the BDO Unibank Electronic Banking Services cannot be used on some types of accounts, BDO Unibank will advise you from time to time as to which accounts are eligible.
- 1.2. In order to use the BDO Unibank Electronic Banking Services, you must be registered to use the BDO Unibank Electronic Banking Services in accordance with such prescribed forms and procedures as BDO Unibank may provide.
- 1.3. You acknowledge that the BDO Unibank Electronic Banking Services are provided on an "as is", "as available" basis only and that the time periods during which the service may be available are subject to change. You further agree that BDO Unibank shall be entitled but shall not be obliged at any time, at BDO Unibank's discretion and without prior notice, to temporarily suspend the

operations of the BDO Unibank Electronic Banking Services for updating, maintenance and upgrading purposes, or any other purposes whatsoever that BDO Unibank deems fit, and in such event, BDO Unibank shall not be liable for any loss, liability or damage which may be incurred as a result.

- 1.4. You shall not use or disclose any material and/or information pertaining to the BDO Unibank Electronic Banking Services other than to access and use the BDO Unibank's Electronic Banking Services; and further undertake not to reproduce, sell, distribute or in any way allow any third party access to the aforesaid materials and/or information provided by BDO Unibank on or via the BDO Unibank Electronic Banking Services.
- 1.5. BDO Unibank may introduce new service(s) and/or product(s) through the BDO Unibank Electronic Banking Services at any time by utilising such new service(s) and/or product(s) become available, you are deemed to agree to and be bound by the terms and conditions in force governing each such new service and/or product.

## 2. **Account Access**

- 2.1. Each enrollment can consist of a single user (one person) or joint users (several persons).
- 2.2. Holders of the BDO Unibank Personal Individual and Personal Joint Account shall be allowed to enroll in BDO Unibank Electronic Banking Services. For joint accountholders, you understand and agree that all transactions to be made by any one of the enrollees via BDO Unibank's Electronic Banking Services are conclusively considered as done with the consent of all co-depositors.

## 3. **Security**

- 3.1. To access your accounts through BDO Unibank's Electronic Banking Services, you need a User ID and an online password ("**Password**") for BDO Unibank Personal Online Banking and Mobile Banking.
- 3.2. You shall nominate your preferred User ID and Password (collectively, "**Security Codes**") upon enrollment to BDO Unibank Online Banking and Mobile Banking. Your preferred User ID shall be unique to you and when used together with your Password will enable you to access the BDO Unibank Online Banking and Mobile Banking Services.
- 3.3. Security devices or mechanisms provided by BDO Unibank (e.g. physical security tokens, mobile OTP token software or SMS OTPs) ("**Security Devices**") may be dispatched by BDO Unibank or collected by you or made available to you using any means as BDO Unibank may prescribe from time to time. Any codes generated by such Security Devices shall be deemed as Security Codes. While BDO Unibank will take measures to ensure that such means of dispatch or delivery is reasonably reliable, BDO Unibank will not be responsible for any loss, damage, cost or expense howsoever arising from any failure to dispatch, deliver or make available the same.
- 3.4. You must adopt and at all times maintain the security procedures as prescribed by BDO Unibank from time to time in order to ensure that you alone (or the joint account holder, where applicable) are able to access and give instructions on the Account(s) using BDO Unibank Personal Online Banking and Mobile Banking. Security procedures include those set out in these Terms and Conditions and any relevant guidance issued by BDO Unibank.

### **Safeguards for Security Codes and Security Devices**

- 3.5.** You will be solely responsible for keeping your Security Codes strictly confidential and for your use only, solely for the purpose of accessing the BDO Unibank Personal Online Banking and BDO Unibank Mobile Banking services. In this connection, you should observe the following:
- (a) change your Password regularly especially if you suspect that its confidentiality has been compromised. In any event, the Password shall expire every 3 months or such other expiry period as may be imposed by BDO Unibank and you will be prompted to change the Password fifteen (15) days before its expiry. The Password designated by you must not relate to any readily accessible personal data such as name, birth date, address, phone number, or identification card number, must not be an obvious combination of letters and numbers, including sequential numbers (e.g. 123456) or one which can easily be guessed by someone else, and must not be your five (5) previous / most recent nominated Password. You acknowledge and agree that only you have the sole option and authority to change your Password;
  - (b) take all reasonable steps to ensure that your Security Codes are properly safeguarded at all times; and
  - (c) not disclose any details of your Security Codes to anyone.
- 3.6.** If you discover or suspect that your Security Codes and/or Security Devices, or any part of them, is known to someone else, you must immediately change the Security Code and/or Security Device through the BDO Unibank Personal Online Banking or BDO Unibank Mobile Banking services. If this is not possible, or if you discover or suspect that your Security Code or Security Device is being used in an unauthorized manner, or you lose or damage your Security Code or Security Device, you must notify BDO Unibank immediately at such telephone number or other contact point as BDO Unibank may make available from time to time for this purpose. Use of the BDO Unibank Personal Online Banking and BDO Unibank Mobile Banking services may be suspended pending issuance of new (replacement) Security Codes and/or Security Devices.
- 3.7.** In the event that you know or reasonably believe that there has been a breach of security or unauthorised use, (and where relevant, loss or damage) of the Security Codes and/or Security Devices, you must notify BDO Unibank immediately. You remain responsible for all instructions and transactions until BDO Unibank has taken the necessary steps, in accordance with its prevailing practice to prevent any instructions or transactions from being effected through the use of such Security Codes and/or Security Devices.
- 3.8.** You shall comply with all requirements, instructions and specifications relating to the Security Codes and/or Security Devices prescribed by BDO Unibank from time to time. BDO Unibank may from time to time require the replacement, modification or updating of any of the Security Codes and/or Security Devices, terminate, disable or deactivate the use of any of the Security Codes and/or Security Devices.
- 3.9.** The Security Codes and/or Security Devices may be dispatched by BDO Unibank or collected by you or made available to you using any means as BDO Unibank may prescribe from time to time. While BDO Unibank will take measures to ensure that such means of dispatch or delivery is reasonably reliable, BDO Unibank will not be responsible for any loss, damage, cost or expense howsoever arising from any failure to dispatch, deliver or make available the same.
- 3.10.** The Security Codes and/or Security Devices are provide on an as-is basis and no warranties are provided in relation thereto. All rights, title and interest in the Security Codes and/or Security Devices belong to BDO Unibank or BDO Unibank's third party licensors. You shall not change, tamper or modify any part of the Security Codes and/or Security Devices without BDO Unibank's prior written consent.

- 3.11. You shall comply with security procedures prescribed by BDO Unibank from time to time for the implementation of security verification checks in relation to the issuance, re-issue, cancellation and/or resetting of any of the Security Codes and/or Security Devices.

### **Other Safeguards**

- 3.12. In connection with the use of the BDO Unibank Electronic Banking Services, you must observe the following:
- (a) you must operate the BDO Unibank Electronic Banking Services personally and not allow anyone else to operate the service on your behalf;
  - (b) you must not leave the equipment or software used by you to access the BDO Unibank Online Banking or BDO Unibank Mobile Banking services unattended while you are online to the service;
  - (c) you must not access the BDO Unibank Electronic Banking Services from any device connected to a local area network (or LAN), such as an office environment, without first ensuring that no one else is able to observe or copy your Security Codes, or otherwise obtain access to the BDO Unibank Electronic Banking Services pretending to be you; and
  - (d) you must comply with any other requirements designed to protect the security of your use of the BDO Unibank Electronic Banking Services as notified by BDO Unibank.

### **Loss of Security Devices**

- 3.13. In relation to any Security Devices sent to you by ordinary post or by any other means, you agree to be responsible for and accept all risks associated with the delivery of the Security Devices by such means, from the time the foregoing leaves BDO's physical custody or when BDO Unibank transfers control of the same to you or when BDO Unibank sends mobile OTP token or SMS OTPs to you based on BDO's records or via the token; and you shall be responsible for the continuing safekeeping of the same thereafter.
- 3.14. All instructions received by BDO Unibank using the Security Codes and/or Security Devices shall be deemed to be authorised by you unless otherwise prior notification has been provided to BDO Unibank in accordance with these Terms and Conditions or any other procedures which BDO Unibank may provide. You will continue to be liable for and disentitled to dispute any and all unauthorised instructions until BDO Unibank has taken the necessary steps, in accordance with its prevailing practice to prevent any such instructions from being effected through the use of such Security Codes and/or Security Devices. BDO Unibank shall not be responsible in any way for the losses you may suffer from non-receipt of the Security Codes and/or Security Devices or their disclosure to any party.

## **4. Instructions**

### **BDO's Reliance on Instructions Given via BDO Unibank Electronic Banking Services**

- 4.1. You agree that the use of the Security Codes and/or the Security Devices for the BDO Unibank Electronic Banking Services is adequate identification of yourself. BDO Unibank is entitled to act on instructions (using the Security Codes and/or Security Devices via the BDO Unibank Electronic Banking Services) without obtaining any further written or other confirmation, even if those instructions are not actually given or authorised by you (except in circumstances described in Clause [4.4]. BDO Unibank shall be entitled (but not bound) to give effect to any instruction received, in the terms in which it was received. BDO Unibank's record of any

instruction shall (unless there is a manifest error) be final and binding.

- 4.2. You agree that when instructions are given via the BDO Unibank Electronic Banking Services (including but not limited to an instruction to transfer funds out of your Account(s)), BDO Unibank is deemed to have received or executed the instruction only when you have received a confirmation that BDO Unibank has received or executed that instruction.
- 4.3. You are solely responsible for ensuring the accuracy, adequacy and completeness of all instructions given by you via the BDO Unibank Electronic Banking Services (including but not limited to instructions to transfer funds out of your Account(s)). BDO Unibank is not obliged to verify the accuracy, adequacy, and/or completeness of instructions. Without limiting the scope of anything in Clause [12], BDO Unibank will not be liable for any loss or damage as a result of:
- (a) instructions to transfer funds being inaccurate, inadequate or incomplete in any manner; or
  - (b) any failure, refusal, delay or error by any third party through whom any such funds transfer is to be made, to transfer the funds to or to credit the account of the intended payee.

### **Unauthorised Instructions**

- 4.4. You will not be liable for the misuse of the Security Codes and/or Security Devices by someone to give unauthorised instructions provided that the following are satisfied:
- (a) you have ensured compliance with all security procedures described in Clause [3] and other security procedures which BDO Unibank has put in place; and
  - (b) you have immediately notified BDO Unibank that the Security Codes and/or Security Devices is or might be known to someone else in accordance with Clause [3.6].

You will be held liable for all losses due to unauthorised use if you have acted fraudulently or with gross negligence or are in wilful default of any of the security obligations or the notification requirements.

- 4.5. You will not be responsible nor have any liability for any instruction that is not authorised but are given using the Security Codes and/or Security Devices if such instruction is given after you have notified BDO Unibank that you have discovered or suspected that your mobile phone is lost or mobile phone number is changed or your Password is obtained by or known to someone else in accordance with Clauses [3.6] or [3.7].
- 4.6. You will be responsible for all instructions given by you and/or through the use of valid Security Codes and/or Security Devices, unless BDO Unibank has been informed of compromise of the Security Codes and/or Security Devices in accordance with these Terms and Conditions or in compliance with security procedures prescribed by BDO Unibank for such purpose.

### **Carrying Out Instructions**

- 4.7. You will be responsible for ensuring that the BDO Unibank Electronic Banking Services is not used to create an unauthorised overdraft on any of the Account(s). BDO Unibank is entitled to refuse to accept any instruction that would do so. If an unauthorised overdraft is created, BDO Unibank may take such actions as it thinks fit, including charging any interest and imposing other charges to the Account in question (in accordance with the terms and conditions of that Account). You further agree that:

- (a) it is your sole responsibility to ensure that no unauthorised overdrafts are created; and
- (b) you shall not rely on the operation of the BDO Unibank Electronic Banking Services to prevent an unauthorised overdraft being created.

**4.8.** When an instruction is received through the BDO Unibank Electronic Banking Services, BDO Unibank will be entitled to debit any payment plus any charges payable for the transaction from the Account specified. Once given, an instruction cannot be reversed. BDO Unibank is under no obligation:

- (a) to reverse any instruction given; or
- (b) to accept any instructions that is conditional or reversible or which requires BDO Unibank to pay a third party sooner than in accordance with BDO Unibank's normal banking practices.

**4.9.** BDO Unibank may, at its sole discretion, refuse to carry out an instruction given via the BDO Unibank Electronic Banking Services or require written confirmation from you of any particular instruction. If BDO Unibank reasonably believes that an instruction may not have been properly authorised, BDO Unibank shall be entitled to take steps to reverse any action taken on the basis of that instruction. BDO Unibank shall not be responsible for any loss which you may suffer as a result of such refusal or reversal. Without limitation to the foregoing, BDO Unibank may refuse to carry out any instructions in the following circumstances:

- (a) any of the Account(s) is frozen or the funds therein are insufficient;
- (b) instructions are incomplete, corrupted, and/or unclear or reasonably appears to be so;
- (c) the funds in the Account(s) cannot be utilized by reason of the funds being placed under or provided to BDO Unibank as security or BDO Unibank is exercising its lien over the funds in the Account(s), all pursuant to the BDO's rights under the [General Terms and Conditions for Customers BDO Unibank Data Protection Policy, BDO Unibank Security Policy] and all other terms and conditions applicable to the Account(s) or any other applicable agreement; and/or
- (d) BDO Unibank knows or has reason to believe that a fraud, criminal act, offence or violation of any law or regulation has been or will be committed.

**4.10.** BDO Unibank will act on instructions in accordance with the applicable cut-off time of 11:59:59 PM or as notified from time to time. Instructions given at after such cut-off times may not be acted upon until the next Business Day. Any charges or penalties imposed on you as a result of a transaction being carried out on the next day will be borne by you.

## **5. Operating Hours**

**5.1.** The BDO Unibank Electronic Banking Services will usually be available for use at the times as notified by BDO Unibank. You acknowledge and accept, however, that routine maintenance requirements, excess demand on the systems and circumstances beyond BDO Unibank's control may mean that it is not always possible for the BDO Unibank Electronic Banking Services to be available during its normal operating hours.

**5.2.** In connection with the BDO Unibank Electronic Banking Services, BDO Unibank is entitled at

any time, with [30] days' notice, or such shorter period as may be reasonable in the circumstances, to:

- (a) change the mode of operation; or
- (b) add to, remove or otherwise change, end or suspend any of the facilities available; or
- (c) end the BDO Unibank Electronic Banking Services.

## **6. Software and Hardware**

### **Software Compatibility**

- 6.1. Service Software may be provided upon access to the BDO Unibank Personal Online Banking and BDO Unibank Mobile Banking services or supplied in some other manner. It is your responsibility to ensure that the Service Software is compatible with any computer or other device from which you may access the BDO Unibank Personal Online Banking and BDO Unibank Mobile Banking services and any software on that computer or other device. If it is not, you must compensate BDO Unibank for any loss suffered as a result. BDO Unibank shall not be liable for any loss that you may suffer as a result of any incompatibility between the Service Software and any computer or other device from which you access the BDO Unibank Online Banking and BDO Unibank Mobile Banking services.

### **Safeguarding Against Viruses**

- 6.2. You hereby undertake to ensure that the System which may be used to access the BDO Unibank Online Banking and BDO Unibank Mobile Banking services is well-maintained and free from computer viruses, Trojan horses, worms or other malicious codes and disabling programmes of any kind which may cause harm or damage, including but not limited to the installation of anti-virus programmes to prevent the System from acquiring and/or transmitting such viruses, Trojan horses, worms, malicious codes or disabling programmes.
- 6.3. You agree that BDO Unibank shall not be liable for any defect or default in any equipment or computer or system interferences, viruses, Trojan horses, worms or other malicious codes, harmful components, contaminants or defects that may interfere with the BDO Unibank Personal Online Banking and BDO Unibank Mobile Banking services, your System, or that of BDO Unibank, any certification authority, Internet service provider, telecommunication service provider or other service provider.

### **Third Party Services**

- 6.4. BDO Unibank is not responsible for any services through which you access the BDO Unibank Electronic Banking Services or obtain the Security Codes and/or Security Devices that are not controlled by BDO Unibank, or for any loss suffered as a result of you using such services. You shall be responsible for compliance with all the terms and conditions of such services and all relevant charges.

### **Ownership Rights**

- 6.5. You are granted a limited, revocable, non-exclusive, non-transferable, temporary licence to use the Service Software for the purpose of accessing the BDO Unibank Personal Online Banking and BDO Unibank Mobile Banking services, and for no other purpose. The Service Software and all other material and information supplied, contains valuable information that belongs to BDO

Unibank or its licensors. You must not:

- (a) use them except in connection with accessing the BDO Unibank Personal Online Banking and BDO Unibank Mobile Banking services;
- (b) take copies, sell, assign, commercially rent, sub-licence, otherwise transfer them to any third party; or
- (c) decompile or reverse engineer any of the Service Software, or attempt to do so.

**6.6.** If access is made to the BDO Unibank Electronic Banking Services from a country outside the Republic of Singapore, you shall be solely responsible for ensuring compliance with the local laws of that country, including (but not limited to) obtaining any licence needed for the import/export of the Service Software to that country.

## **7. Performing Transactions**

**7.1.** BDO Unibank will effect such transactions on your account(s) as received via BDO Unibank Electronic Banking Services, provided there are sufficient funds available in your accounts. It is your responsibility to ensure sufficient funds are available in your accounts at all times to cover any of your transactions, immediate or scheduled, and that these accounts are active. Any charges or penalties as a result of an unsuccessful transaction due to insufficiency of funds or dormancy of the account will be your sole responsibility and shall be for your account.

**7.2.** You are responsible for verifying transaction history details and statements to make sure that there are no unauthorised transactions. You should likewise review your bank statements for any errors or unauthorised transactions promptly and thoroughly. It is also strongly suggested that you regularly check your e-mail for contacts by merchants for important information about transaction histories.

**7.3.** When you notify BDO Unibank of your problem, please:

- Provide your name, User ID bank account number.
- Describe the error or transaction and explain why you believe it is an error.
- Provide the date and time of your transaction. To facilitate BDO Unibank's investigation, supply the following details as applicable depending on the type of transaction: account number(s), merchant, subscriber number, amount, mobile number and reference number for the transaction in question.

**7.4.** BDO Unibank will investigate the reported error and advise you of the results of investigation. BDO Unibank will, on a best efforts basis, and without any guarantee, correct or reverse any reported error, without BDO Unibank incurring liability as a consequence thereof.

**7.5.** BDO Unibank will effect transactions on the Account(s) via the BDO Unibank Electronic Banking Services, provided there are sufficient available funds in the Account(s). You shall be solely responsible for ensuring that sufficient available funds are available in the Account(s) at all times to cover transactions, immediate or scheduled, and that the Account(s) are active. Any charges or penalties imposed on you as a result of an unsuccessful transaction due to insufficiency of funds or dormancy/sequestration or other legal impediments of the Account(s) will be borne by you.

**7.6.** BDO Unibank reserves the right to debit your Account(s) immediately without the need for prior notice for any transfers made erroneously to the Account(s) as a result of, among other things, system error. BDO Unibank may take legal action necessary in the event that you or the

recipient of the erroneous transfers of funds fails to return the due funds, in order for BDO Unibank to collect the rightful amount including interest.

- 7.7. Upon receipt by BDO Unibank and/or you of any notice or order of restriction, legal or contractual, including notices of garnishment or hold-out on or with respect to any enrolled Account, you shall promptly stop or desist from carrying out any transaction that will defeat the purpose of the restriction and shall not make or do transactions with respect to said Account for as long as the Account restriction is effective or until it shall have been lifted, removed or totally implemented.

## **8. Notification of Transactions**

- 8.1. You shall be solely responsible for checking the status of the BDO Unibank Electronic Banking Services transactions by logging into your Accounts via the BDO Unibank Personal Online Banking or BDO Unibank Mobile Banking services from time to time. BDO Unibank will nevertheless automatically send notifications to the email address(es) provide by you to BDO Unibank of transactions made via the BDO Unibank Electronic Banking Services.
- 8.2. In this regard, you shall provide correct and operational email address(es) to BDO Unibank shall ensure and hereby warrant the correctness of the information entered with regard to their designated email address. You shall promptly notify BDO Unibank of any change in your given email address(es), contact number, business address or any other information which may affect communication in accordance with the prescribed forms and procedures as BDO Unibank may provide.
- 8.3. Prior to receipt of such change of contact details, BDO Unibank shall have the right to rely upon and send/receive notification(s) to/from your e-mail address(es), contact number(s) and address previously provided to BDO, without BDO Unibank incurring liability as a consequence thereof.
- 8.4. You shall be responsible, at your expense, for providing the proper equipment, subscription, membership, internet connection, and other paraphernalia necessary and required to enable yourself to receive e-mail notifications from BDO Unibank through the BDO Unibank Personal Online Banking or BDO Unibank Mobile Banking services. Your ability to receive e-mail notifications depends on your compliance with this undertaking and BDO Unibank does not endorse nor guarantee any third-party service or product for this purpose.
- 8.5. You agree that you shall be responsible for keeping the confidentiality of the information contained in the notifications sent to its designated e-mail address and BDO Unibank shall not be liable for any unauthorised disclosure or use of such information.
- 8.6. BDO Unibank shall not be responsible for your non-action in respect of your transactions because of non-receipt of email notification, nor will BDO Unibank be liable for any penalties or charges as a result of your non-action in respect of your transactions submitted for processing.

## **9. Fees and Charges**

- 9.1. Transactions carried out via BDO Unibank Electronic Banking Services are subject to all BDO Unibank conditions, fees and charges applicable at the time of the transaction. BDO Unibank may, from time to time, upon giving (30) days prior notice, introduce or change fees and charges for your use of the BDO Unibank Electronic Banking Services. You hereby authorise BDO Unibank to debit your Account(s) maintained with BDO, for the amount of such fees and charges. If at any time there are insufficient funds in the said Account(s) to cover fees and charges, BDO Unibank may refuse to carry out a transaction without BDO Unibank incurring any

liability as a result of such refusal.

- 9.2. Any and all taxes arising from the use and avilment of the BDO Unibank Electronic Banking Services, including payments made hereunder shall be paid by you.

## 10. **Termination / Suspension of Access and Use**

- 10.1. You may request that BDO Unibank terminates your access to the BDO Unibank Electronic Banking Services permanently by visiting BDO's branch office in Singapore. You will remain responsible for any transactions made on your Account(s) until the time of termination or suspension. BDO Unibank shall not be liable for any and all remaining scheduled transactions that were previously initiated by you through the BDO Unibank Electronic Banking Services.

- 10.2. BDO Unibank may terminate or suspend your access and use of the BDO Unibank Electronic Banking Services at any time and for any reason, subject to at least thirty (30) days prior notice of such termination. BDO Unibank may terminate or suspend your access to and use of the BDO Unibank Electronic Banking Services without prior notice if:

- (a) you have breached these Terms and Conditions;
- (b) BDO Unibank is aware of your death, bankruptcy or lack of legal capacity or that you have committed an act of bankruptcy or that a bankruptcy petition has been presented against you;
- (c) there are insufficient funds to cover payments or payment instructions given;
- (d) if in BDO Unibank's reasonable opinion, your Account(s) is/are being mishandled as determined pursuant to BDO Unibank's existing policies and procedures, or if the enrolled Account(s) or the BDO Unibank Electronic Banking Services are being used for any unlawful or illegal activity or transaction; or
- (e) BDO Unibank considers that there exists other reasonable grounds to do so (in which case all reasonable effort will be made to advise you of the circumstances of termination or suspension).

- 10.3. In the event that no logins or no transaction is performed by you for twelve (12) consecutive months from activation of the BDO Unibank Mobile Banking or BDO Unibank Online Banking services, your access will be automatically terminated or suspended. All pending transactions and approved post-dated and recurring transactions (if any) shall automatically be cancelled and will no longer be processed.

- 10.4. Any and all of your accrued but unpaid obligations prior to termination, and terms and conditions hereof which by express terms, shall survive the termination of your access and use of the Electronic Banking Services.

## 11. **Indemnification Clause**

- 11.1. You hereby agree to indemnify and render BDO Unibank, its directors, officers, employees and agents and assigns, free and harmless from and against any claim, cause of action, suit, liability, loss or damage of whatever nature which may arise as a result of or in connection with the use and avilment by you of the BDO Unibank Electronic Banking Services, and the implementation of the transactions, and specifically, in the following instances:

- (a) disruption, failure, error or delay relating to or in connection with the BDO Unibank Electronic Banking Services, the implementation of transactions, transmission and/or receipt of messages, communications, materials, correspondences and/or information via the BDO Unibank Electronic Banking Services which is due to circumstances beyond the

control of BDO Unibank, fortuitous events such as but not limited to prolonged power outages, breakdown in computers and communication facilities, computer-related errors, problems related to computer hardware and/or software (including bugs and viruses), typhoons, floods, public disturbances and calamities and other similar or related cases, and/or which are attributable to the services provided by any service provider or information service provider;

- (b) fraudulent access or utilisation of the BDO Unibank Electronic Banking Services and/or fraudulent or unauthorised transactions in the BDO Unibank Electronic Banking Services, due to theft or unauthorised disclosure of the Security Codes and/or Security Devices or violation or non-compliance with other security requirements as set forth in these Terms and Conditions, with or without your participation;
- (c) inaccurate, incomplete or delayed information received by you due to disruption or failure of any communication facilities used for the BDO Unibank Electronic Banking Services;
- (d) delay and/or failure to implement or carry out transactions on the Account(s) due to garnishment, execution, hold-out and similar restrictions on the Account(s);
- (e) unauthorised or fraudulent enrollment, use of, and transactions on Account(s) in the BDO Unibank Electronic Banking Services; and/or
- (f) your inability, delay and/or failure to comply with these Terms and Conditions.

11.2. The above provisions shall survive the termination or suspension of the BDO Unibank Electronic Banking Services.

## 12. **Liability Limitation**

12.1. BDO Unibank shall take reasonably practicable steps to ensure that its systems in connection with the BDO Unibank Electronic Banking Services are installed with adequate security measures and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable from time to time.

12.2. BDO Unibank shall not be liable for any loss or damage of whatever nature (including without limitation, charges and/or penalties which may be imposed upon you by third parties) in connection with the implementation of transactions through BDO Unibank Electronic Banking Services. Examples of circumstances in which BDO Unibank will NOT be liable for loss or damage resulting to you through the use of the BDO Unibank Electronic Banking Services include (but are not limited to) the following instances:

- (a) acting on an instruction which has been validly authenticated as coming from you but which in fact was given by someone else;
- (b) any incompatibility between your system and the BDO Unibank Electronic Banking Services;
- (c) any machine, system or communications breakdown, interruption, malfunction or failure, industrial dispute, failure or fault of any Internet service providers, telecommunications or SMS service providers or operators, or their respective agents and subcontractors or other circumstances beyond BDO's control that leads either to the BDO Unibank Electronic

Banking Services being totally or partially unavailable or delayed, or to the non-receipt, interception of or unauthorised access or use of the Security Codes and/or Security Devices or to instructions given via the BDO Unibank Electronic Banking Services not being received, authenticated, accurate, correct or acted upon promptly or at all;

- (d) your reliance on or using any financial or product information provided as part, or by means, of the BDO Unibank Electronic Banking Services;
- (e) any misuse of your System or the BDO Unibank Electronic Banking Services;
- (f) any access to Account information obtained by a third party as a result of your use of the BDO Unibank Electronic Banking Services(except where that access is obtained as a result of BDO's gross negligence or wilful default); or
- (g) any delay or failure to send, transmit, receive, confirm or acknowledge any email, SMS messages, Security Codes and/or Security Devices or anything available under the BDO Unibank Electronic Banking Services or any error, inaccuracy or incompleteness of any information or data available under the BDO Unibank Electronic Banking Services.

**12.3.** In the event that BDO Unibank is liable for any loss or damage as a result of your use of the BDO Unibank Electronic Banking Services, BDO Unibank shall only be liable for direct loss or damage which, in the ordinary course of events, might reasonably be expected to result from the circumstances in question and only if such loss or damage is caused by BDO's gross negligence or wilful conduct.

**12.4.** You shall indemnify BDO, its employees or nominees or agents promptly and on a full indemnity basis from or against all actions, omissions, negligence, proceedings, claims, demands, damages, losses (including direct, indirect or consequential losses), costs and expenses including other duties, taxes, or other levies and legal costs as between solicitor and client (on a full indemnity basis) and other liabilities which BDO Unibank may incur or suffer from or by reason of your use of the BDO Unibank Electronic Banking Services.

### **13. Force Majeure**

**13.1.** BDO Unibank shall not be liable for any damage or delays caused by or arising out of force majeure, namely, riots, war, (whether declared or not), lock-outs and strikes, coup d'etat, embargo, confiscations, nationalisations, acts of the public enemy, or acts of God, such as fire, flood, earthquake and the like.

### **14. Consent to Collection, Use and Disclosure of Information**

**14.1.** 14.1. You agree to and consent to the collection, use, disclosure, and processing of your personal data in accordance with BDO's Data Protection Policy.

**14.2.** You warrant and represent that you have obtained all necessary consents from each individual to whom such personal data relates for the disclosure of such individual's personal data to BDO Unibank and/or other relevant parties as specified in the Data Protection Policy for such persons' collection, use, disclosure and/or processing for the purposes specified therein, and that such consents have not been withdrawn.

**14.3.** BDO Unibank's rights as stated above are in addition to any other rights that BDO Unibank may have under the Banking Act (Chapter 19 of Singapore), or any other statutory provisions and in law. BDO Unibank's authority to disclose such information shall survive the termination of these

terms and conditions and closure of your accounts.

**15. Consent to Receive Announcement**

15.1. You hereby agree to receive messages/announcements from BDO Unibank regarding BDO Unibank Personal Online Banking service downtime advisories, featured services and marketing promotions via e-mail, call, or SMS.

**16. Governing Law**

16.1. These Terms and Conditions shall be governed and construed in all respects in accordance with the laws of the Republic of Singapore but in enforcing these Terms and Conditions, BDO Unibank is at liberty to initiate and take actions or proceedings or otherwise against you in the Republic of Singapore or elsewhere as BDO Unibank may deem fit, and you hereby agree that where any actions or proceedings are initiated or taken in the Republic of Singapore, you hereby submit to the jurisdiction of the courts of the Republic of Singapore in all matters connected with your obligations and liabilities under or arising out of these Terms and Conditions.

**17. Contracts (Right of Third Parties) Act (Chapter 53B)**

17.1. Unless expressly provided to the contrary in these Terms and Conditions, a person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore (as may be amended and substituted from time to time) to enforce or enjoy the benefit of any term in these Terms and Conditions. Notwithstanding any term in these Terms and Conditions, the consent of any third party is not required to vary (including to release or compromise any liability) or terminate any of these Terms and Conditions.

**18. Miscellaneous Provisions**

18.1. BDO Unibank may amend any of these Terms and Conditions as it may deem necessary upon providing third (30) days prior notice to you. By continuing to use and/or access the BDO Unibank Electronic Banking Services, after being notified of such amendments, you shall be deemed to have acknowledged such amendments and agreed to abide by and be bound by these amendments.

18.2. BDO Unibank's failure to demand strict compliance with any of these Terms and Conditions shall not be construed as a waiver thereof. Any waiver to be effective shall be made in writing and signed by BDO Unibank.

18.3. You shall ensure and hereby warrant that you have clearly understood these terms and conditions and the procedures governing the use and availment of the BDO Unibank Electronic Banking Services, and that you are fully aware and hereby assume the potential risks arising from the use of the BDO Unibank Electronic Banking Services.

18.4. You shall not assign any of its rights and obligations under these terms and conditions without the prior written consent of BDO Unibank.

18.5. Should any of these terms and conditions be declared by competent authority as invalid, all other terms and conditions not affected by said invalidity shall remain effective and binding upon the parties.

18.6. In the event of any unsettled question or controversy arising from the interpretation or

implementation of these terms and conditions and/or the use or avancement by you of the BDO Unibank Electronic Banking Services, the parties hereby undertake to exert maximum efforts to resolve such dispute or controversy amicably within a period of THIRTY (30) days from the date the question or controversy arose. During such period, the parties are prohibited from filing any case or complaint in a court of law or administrative and quasi-judicial body. Only when the aforementioned 30-day period shall have already elapsed without the parties reaching an amicable settlement may the aggrieved party file the necessary action in the appropriate Singapore court of law, administrative or quasi-judicial body.

18.7. Each of the parties agrees to execute and deliver all such further instruments, and to do and perform all such further acts and things as shall be necessary or convenient to carry out these terms and conditions.

## 19. **Definitions**

"**Account(s)**" refers to accounts opened and maintained with BDO Unibank and any of its branches, in the nature of Savings Account, Current Account, Time Deposit Account, and such other types of accounts as may be allowed by BDO Unibank for purposes of the BDO Unibank Electronic Banking Services.

"**BDO Unibank Electronic Banking Services**" means the services provided by BDO Unibank by which the user can access his Account(s) and perform transactions through BDO Unibank Personal Online Banking and BDO Unibank Mobile Banking.

"**BDO Unibank Online Banking**" refers to the internet portal designed for individual clients of BDO. BDO Unibank Personal Online Banking allows BDO Unibank's individual clients direct access to their enrolled accounts and allow them the convenience to perform financial transactions on said accounts via the internet.

"**BDO Unibank Mobile Banking**" refers to the portal designed for individual clients to access their enrolled accounts through their mobile phones and perform financial transactions on said accounts.

"**BDO Unibank Call Center**" refers to the department within BDO Unibank that BDO Unibank's clients may reach by telephone.

"**Business Day**" means a day (other than Saturday, Sunday or a public holiday) on which banks are open for business in Singapore.

"**OTP**" means "One-time Password".

"**Password**" means the secret number(s) chosen by you (or if you do not elect to change it, the initial secret number(s) given to you) that is used to confirm your identity whenever you use the BDO Unibank Electronic Banking Services.

"**Person**" means any individual.

"**SCHA**" means Singapore Clearing House Association.

"**Service Software**" means any software supplied to you whenever you access the BDO Unibank Electronic Banking Services and any other software BDO Unibank may supply to you for the purpose of accessing the BDO Unibank Electronic Banking Services from time to time.

**"SMS"** means a service known as Short Message Service that enables text and other messages to be transmitted between mobile phones and such other telecommunication or electronic devices as the relevant services providers may make available.

**"System"** means the equipment and software contained on it used by you to access the BDO Unibank Electronic Banking Services.