

Terms & Conditions For HL Bank Connect Internet Banking Services

Your use and access to HL Bank Connect (as defined below) shall be subject to the following Terms and Conditions.

1.0 General

These Terms and Conditions are applicable to all HL Bank Connect services which made available by HL Bank Singapore (“HLBS”) to its eligible customers.

2.0 Definitions and Interpretation

2.1 Definition

The following terms and expressions shall have the meanings assigned to them unless the context otherwise requires:-

“Account”	means the banking account or accounts (including loan/financing accounts) which you have or may have with HLBS linked to HL Bank Connect at any time and from time to time and Accounts shall refer to one or more accounts as the context shall require.
“Account Information”	means information relating to your Account(s).
“Affiliate(s)”	means any entity, company, corporation or institution which may offer products, services, content or information on HL Bank Connect from time to time.
“Approved Communication Channel”	means the communication channels (including but not limited to telephonic or any electronic means as may be approved by HLBS from time to time and which requires authentication with the requisite security codes prescribed for the respective communication channel) which you may use to issue Instructions to HLBS.
“Appropriate Authority”	means any government or taxing authority.
“Business Day”	means a day on which HLBS is open for business in Singapore, except for weekends, public holidays and bank holidays.
“CAPTCHA Code”	means "Completely Automated Public Turing test to tell Computers and Humans Apart".
“you” or “your”	means the person who is registered with HLBS for HL Bank Connect.
“FAQ”	means the Frequently Asked Questions pertaining to registration and banking transaction matters through HL Bank Connect. The FAQ is available on HL Bank Connect’s website at www.hlbankconnect.com.sg .

“First Time Registration”	means the enrolment to HL Bank Connect which enables you to access your banking accounts through the internet with the Security Codes set up by you during the registration process.
“HL Bank Connect”	means the internet banking services provided by HLBS to enable you to perform on-line banking transactions and includes any on-line services as may be supplemented, varied or withdrawn by HLBS at any time and from time to time.
“HLBS”	means HL Bank Singapore and includes all its successors-in-title and assigns.
“Instructions”	mean any instruction given by you to HLBS using the Security Codes through HL Bank Connect or through any Approved Communication Channel.
“Mobile Network Service Provider”	means any of the registered telecommunication network service providers providing mobile communication services.
“Network Service Provider”	means any internet service provider or commercial online service provider providing connection to the internet.
“OTP”	means “One Time Password” which is a security feature implemented to provide a second layer of protection for online transactions in addition to your HL Bank Connect login Username and Password. It is a unique 6-digit code that needs to be entered to perform online banking transactions or access your account details in HL Bank Connect.
“Online Transactions”	means the transfers and payments made from your HLBS banking account through HL Bank Connect.
“Other Account Transfer”	means the transferring of funds from your HLBS savings or current account to a third party HLBS banking account or banking account in other bank.
“Own Account Transfer”	means the transferring of funds from your HLBS savings or current account to your other HLBS banking account.
“Password”	means a list of alphanumeric characters created by you. It is required by HLBS to identify your Security Codes before granting you access to HL Bank Connect.
“Security Token”	refers to the token provided by HL Bank to you to obtain OTPs to perform online banking transactions or access your account details via HL Bank Connect.
“Privacy Policy”	means HLBS’ policies and principles pertaining to the collection, use and storage of personal information as may be amended from time to time.

“Reset HL Bank Connect”	means the change of your Security Codes to access HL Bank Connect should you forget your Security Codes or when you want to reactivate your HL Bank Connect.
“Security Codes”	means the security credentials used to identify you when you access and utilize HL Bank Connect that may comprise the Password, Username, OTP, and Temporary ID, and includes any other security codes as HLBS may issue from time to time.
“Services”	means the banking services offered by HLBS via the internet or any other electronic medium approved by HLBS.
“Tax”	means any present or future, direct or indirect, Singapore or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including without limitation, any consumption tax such as the goods and services tax (“GST”) and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.
“Temporary ID”	is list of alphanumeric characters issued to you by HLBS as required for your First Time Registration or Reset HL Bank Connect.
“Terms and Conditions”	means these terms and conditions for HL Bank Connect unless the context requires otherwise and includes any amendments, additions, variations or deletions made from time to time and shall refer to the terms and conditions prevailing at that time.
“Unauthorised Transaction”	In relation to an Account, means any payment transaction initiated by any person without your actual or imputed knowledge and implied or express consent.
“URL”	means a Uniform Resource Locator, which in other words refers to an internet browser address.
“Username”	means a name selected or created by you comprising of alphanumeric characters. It is required by HLBS to identify your Security Codes before granting you access to HL Bank Connect.

2.2 Interpretation

- (a) Words importing the singular shall include the plural and vice versa and those importing the masculine gender shall include the feminine and neuter gender and vice versa.
- (b) Where there are two or more persons comprised in the term “you” or “your”, instructions, agreements, undertakings, obligations expressed to be issued or given by or made by one person, shall be deemed to have been issued or given by or made by and binding upon such persons jointly and severally.

3.0 Eligibility and Registration for HL Bank Connect

3.1 You must have an active banking account with HLBS.

3.2 HLBS has the sole and absolute discretion to accept or reject your application for HL Bank

Connect without having to disclose its reason for doing so and/or to respond to any request for information.

3.3 You agree that the Services shall be extended to you in accordance with these Terms and Conditions and/or such other terms and conditions that HLBS may notify you from time to time.

3.4 The Accounts which you can transact through HL Bank Connect are Accounts operated by individual signatory, or either one signatory for joint-account(s).

4.0 **Computer Terminals/Personal Electronic Devices and Internet/Mobile Network Access**

4.1 You are solely responsible:

(a) for ensuring that the computer terminal and/or personal electronic devices and related software and hardware (“Medium”) meet the required specifications and configurations as may be specified by HLBS from time to time to obtain access to HL Bank Connect at your own risk and expense; and

(b) for the installation, maintenance and security of your computer terminal and/or personal electronic devices, related hardware and software (including the internet browser software) and internet/data connection used to access HL Bank Connect, and HLBS shall not be responsible for any loss, damage or expense incurred by you or any third party from any delay, failure, disruption, malfunction or intrusion to the above.

4.2 You represent that, to the best of your knowledge, the Medium(s) through which access to HL Bank Connect may be affected are free from any electronic, mechanical, data failure or corruption, computer viruses, bugs and/or other harmful or malicious software of any kind whatsoever. You agree that HLBS shall not be responsible for any electronic, mechanical failure or corruption, computer viruses, bugs and/or other harmful or malicious software of any kind whatsoever that may be attributable to services provided by any relevant internet service provider or information service provider.

4.3 HLBS shall be entitled at its absolute discretion to upgrade, modify or alter the website for accessing HL Bank Connect at any time without notice and without giving any reason therefor. HLBS reserves the right not to support any prior version of software. You shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure by you to comply with any of the foregoing. Without prejudice to the generality of the foregoing, if you fail to upgrade the relevant software or to use the enhanced version of software, HLBS shall not be liable for the consequences resulting therefrom.

4.4 Your access to HLBS’ website and HL Bank Connect through a Network Service Provider will be subject to the terms and conditions of the Network Service Provider.

4.5 The provision of the OTP on your mobile device is through the Mobile Network Service Provider and will be dependent on the terms and conditions of the Mobile Network Service Provider. HLBS shall not be responsible for any loss or expense incurred by you or any third party from any delay, failure, disruption, malfunction or intrusion to the above.

5.0 **Gaining Access to HL Bank Connect**

5.1 HLBS shall be entitled at its absolute discretion to cancel the use of your Username and Password and/or withdraw, restrict, suspend, vary or modify the Services (whether in

whole or in part) and/or the mode(s), method(s) or channel(s) available for accessing HL Bank Connect at any time without notice and without giving any reason therefor and HLBS shall not be liable to you for any loss or damage as a result thereof.

- 5.2 You agree that HLBS will use your Security Codes to identify you, and you hereby authorise HLBS to accept follow and act upon all instructions once access to HL Bank Connect has been granted based on your Security Codes.
- 5.3 HLBS reserves the right to invalidate your Security Codes without being obliged to offer any prior notice or explanation and to refuse the replacement of the Security Codes without assigning any reason therefor.

6.0 HL Bank Connect Banking Services

- 6.1 Where HLBS offers new or additional services, your acceptance in the manner prescribed by HLBS and use of such new or additional services shall be on these Terms and Conditions and such additional terms and conditions (if any) as may be prescribed by HLBS.
- 6.2 These Terms and Conditions shall be read together with the rules, regulations, terms and conditions governing and regulating the Accounts. If there is any inconsistency between such terms and conditions/rules and regulations and these Terms and Conditions, these Terms and Conditions shall prevail.
- 6.3 Account Information presented via HL Bank Connect shall be subject to the following:
 - (a) HLBS shall endeavour to ensure that all Account Information is presented as accurate as possible on HL Bank Connect. Notwithstanding this, you acknowledge that HLBS does not warrant the accuracy of the Account Information. Should you have reason to believe that the Account Information is inaccurate, you will need to report this to HLBS within seven (7) business days.
 - (b) You acknowledge that your Account Information as presented to you via HL Bank Connect may not be always completely up-to-date due to the possibility of transactions that are yet to be fully processed, verified or authorized by HLBS or third party (as the case may be).
 - (c) In the event of inconsistency between the Account Information reported in HL Bank Connect and HLBS' main system, the Account Information as reported by the main system and accessible at HLBS shall prevail.
- 6.4 HL Bank Connect is available seven (7) days a week unless HLBS notifies you otherwise or for any reason beyond the control of HLBS. HLBS does not warrant that HL Bank Connect will be available at all times.
- 6.5 In the event HL Bank Connect is not available, you may carry out your transactions at HLBS' premises or use other alternative banking services available to you.
- 6.6 HLBS reserves the right to deactivate your access to HL Bank Connect at its absolute discretion without any prior notice of such deactivation.
- 6.7 Information, including but not limited to information regarding interest rates, foreign currency exchange rates, and products quoted or provided on HL Bank Connect are for indicative purposes only. The actual rate or price that shall apply for a particular transaction

can only be determined at the time the relevant transaction is entered into.

6.8 In relation to the HL Bank Connect services that HLBS offers you, HLBS shall:

- (a) notify you when there is any transaction from your Account;
- (b) give you the opportunity to confirm any payment transaction and the recipient details of any transaction from your Account before HLBS carries out your request;
- (c) give you a way to report to HLBS any unauthorised or erroneous transactions from your Account;
- (d) assess, undertake and complete an investigation into any unauthorised or erroneous transactions from your Account; and
- (e) notify you of the outcome of any investigation that HLBS has carried out.

7.0 Instructions

- 7.1 Once access to HL Bank Connect has been granted following the entry of valid Security Codes, all transactions that follow shall be deemed to be instructions and authorizations given by you to HLBS and HLBS shall be and is hereby authorized to rely upon and act in accordance with such instructions without any requirement on its part to make any inquiry as to the identity of the person giving or purporting to give such instructions or as to the authenticity of such instructions. HLBS shall be in no way responsible for acting upon such instructions in good faith, or for any misuse or unauthorized use of messages or instructions given to HLBS. HLBS shall neither be liable for acting upon such instructions nor be obliged to investigate the authenticity of such instructions or verify the accuracy and completeness of such instructions. Notwithstanding that a transaction may be disputed by you for any reason whatsoever including the reason that the person who gave the instructions was not you, HLBS shall be entitled to treat such instructions as binding upon you and HLBS shall be entitled to take such steps in connection with or in reliance upon such instructions. HLBS will not be held liable for any loss, damages and expenses suffered by you or anyone else for complying with such instructions.
- 7.2 Once issued or transmitted, such instructions shall be irreversible notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such instructions. Such instructions shall also be conclusive evidence that the instructions came from you, and HLBS shall be entitled but shall not be obliged to verify any instructions given via HL Bank Connect by calling the mobile phone number in HLBS' records.
- 7.3 You shall ensure that any instructions issued are complete, accurate and correct.
- 7.4 HLBS shall be entitled to debit your Account immediately on completion of any transaction instructed by you via HL Bank Connect using your Security Codes.
- 7.5 You may issue instructions to cancel, revoke, reverse or amend your earlier instruction and HLBS may only comply with the subsequent instruction provided that the earlier instruction has not been executed.
- 7.6 You shall not use electronic mail to send or give instructions or directions to HLBS. HLBS reserves the right not to comply with your instructions if they are inconsistent with HLBS'

policy or rules and regulations in force for the time being.

8.0 Transaction Records

- 8.1 Any Instructions transmitted or received by HLBS after the relevant cut-off processing time on any Business Day will be treated as given and processed on the next Business Day. The cut-off time for processing Instructions and transactions may be varied by HLBS from time to time at its absolute discretion with prior notice to you.
- 8.2 Transactions that have not been verified or processed by HLBS shall not appear in the balances you see on your HL Bank Connect screen, and the Account Information of your HL Bank Connect screen shall not be conclusive evidence of the state of the relevant Account.
- 8.3 Where applicable, HLBS will issue statements for your Accounts in accordance with the Terms and Conditions for the relevant Accounts, which will include transactions effected through HL Bank Connect. Such statements of Accounts shall be binding and conclusive evidence of transactions carried out by you.
- 8.4 Subject to clause 6.3 (a), you agree that HLBS' records of transactions as conclusive and binding for all purposes.

9.0 Limits on Transactions

- 9.1 Unless instructed by you or in the absence of you electing a limit for transactions conducted through HL Bank Connect, HLBS shall be entitled to determine and impose limits (including but not limited to amount or frequency) on your use of / access to HL Bank Connect. You may vary the limits of the transactions carried out via HL Bank Connect. HLBS is not bound to accept your further instructions once you exceed such limits.
- 9.2 HLBS shall be entitled to require you to maintain a minimum balance at any one time in the Account(s). Should the balances in the Account(s) fall below the requisite minimum balances, HLBS may at its absolute discretion impose a penalty, suspend, or terminate your utilization of HL Bank Connect.

10.0 Service Fees, Commissions and Charges

- 10.1 HLBS shall be entitled to impose service fees and other charges for services provided to you via HL Bank Connect from time to time, including but not limited to any form of service fees incurred for the purpose of notifying the recipients of your fund transfer transactions.
- 10.2 Unless advised otherwise, transactions conducted on HL Bank Connect will be subject to HLBS' usual charges and commissions. HLBS reserves the absolute right to vary such service fees, commissions and charges at any time and from time to time with prior notice to you.
- 10.3 For the purpose of collecting such fees, commissions and charges, you hereby authorize HLBS to debit the Account with such fees, commissions, charges and any Government charges and Tax for the use of HL Bank Connect.

11.0 Your Responsibilities

- 11.1 You shall take all precautions to ensure and prevent unauthorized and fraudulent use of HL Bank Connect, including but not limited to the following :-
- (a) HLBS shall endeavour to ensure that all Account Information is presented as accurate as possible on HL Bank Connect. Notwithstanding this, you acknowledge that HLBS does not warrant the accuracy of the Account Information. Should you have reason to believe that the Account Information is inaccurate, you will need to report this to HLBS

within seven (7) business days.

- (b) Your Security Codes must be kept secret, not accessible to any person, and are not to be written down in any form or manner which may be deciphered by anyone or kept together or disclosed or exposed to any person (including the employees of HLBS) under any circumstances or at any time. Any advice sent to you containing the Security Codes must be destroyed immediately after you have received and memorised the same. Any email or SMS requesting for your Security Codes is to be reported to HLBS immediately. If your Security Codes are exposed (or you suspect that that they have been exposed) to another person (save for a joint accountholder), you should immediately change your Security Codes;
- (c) You are to ensure that the equipment you are using will not allow recording of your activities and that the necessary anti-spyware and firewalls are installed;
- (d) You are to ensure that you have keyed in the correct URL for HL Bank Connect;
- (e) You are not to utilize HL Bank Connect through internet cafes or any public places offering internet services and you are to log off from HL Bank Connect before leaving your computer terminal;
- (f) You are to change your Password on a periodical basis;
- (g) You shall comply with all requirements, instructions and specifications relating to Security Tokens and/or Security Codes (including without limitation any registration and activation procedures) as may be prescribed by HLBS at any time and from time to time in its sole and absolute discretion. Without prejudice to the generality of the foregoing, you shall at no time (i) activate or attempt to activate or register a Security Token issued to another person to your Security Code(s), (ii) permit a Security Token issued to you to be activated or registered to the Security Code(s) of another person or (iii) not transfer, pledge or otherwise use any Security Token(s) as security in any form nor part with the use of the same to any other person;
- (h) You shall not reveal the your Security Code(s) to any other party and shall take all necessary steps to prevent disclosure of your Security Code(s) to any other party. You shall at no time and under no circumstances permit any Security Token issued to you to fall into the possession or under the control of any other person;
- (i) You shall immediately notify HLBS (i) if a Security Token issued to you is lost or fails to function as intended, (ii) if you have any knowledge or reason for suspecting that the security or confidentiality of any Security Code or Security Token or Medium used by you for the generation and/or reception of Security Codes has been compromised or if there has been any unauthorised use of any Security Code or Security Token or such Medium or (iii) of any loss, replacement and/or change of number, as the case may be, of any mobile phone or other Medium or other device (as the case may be) used by you for the generation and/or reception of Security Codes. You shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure by you to comply with any of the foregoing;
- (j) Where a Security Token issued to you fails to function properly, the Bank's only obligation in respect of such Security Token(s) shall be to replace the same with a new Security Token upon your payment of a fee which shall be determined by HLBS in its

sole and absolute discretion, save where HLBS is satisfied in its sole and absolute discretion that there is no contributory act or omission on your part causing or contributing to the Security Token's failure to function properly. Where you lose a Security Token, HLBS may replace the same upon your payment of a fee which shall be determined by HLBS in its sole and absolute discretion;

- (k) The Security Tokens and the Security Codes are provided on an "as is" and "as available" basis. HLBS shall have no liability in relation to any Security Token, Security Code or other device or delivery channel designated by HLBS for use for the generation, delivery and/or receipt for Security Codes including, without limitation, (a) liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose, or (b) any loss or damages incurred or suffered arising from any of your failure to keep secure and/or use the Security Device, Medium or other device in accordance with any instructions and other terms of HLBS. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, is given in conjunction with the Security Tokens, Security Codes or other device or delivery channel designated by HLBS for use for the generation, delivery and/or receipt for Security Codes;
- (l) HLBS shall be entitled at its sole and absolute discretion at any time and from time to time to cancel without notice the use, or require the replacement or modification, of any Security Token, or other device or delivery channel designated by HLBS for use for the generation, delivery and/or reception of Security Codes without giving any reason therefor and HLBS shall not be liable to you for any loss or damage as a result thereof;
- (m) All Security Tokens provided to you are and shall remain the property of HLBS and you shall return all Security Tokens promptly upon request by HLBS or upon cancellation or termination of HL Bank Connect. Security Tokens must not be altered, tampered with, disassembled or in any way copied or modified, and must not be dealt with or exploited in any way;
- (n) Notwithstanding any other agreement to the contrary, you hereby consent for HLBS to disclose any information relating to you or your Account to any Affiliate which has a legitimate business purpose for obtaining such information, including without limitation offering you products or services involving the use of any Security Token or Security Code in accordance with the terms of HLBS' Privacy Policy.

HLBS shall not be held responsible or liable for any loss or damages suffered as a consequence of your failure/negligence to observe any of the foregoing.

- 11.2 You are to read and understand the FAQs before attempting to use HL Bank Connect, and to not carry out any instructions or utilize HL Bank Connect in the presence of any other person (save for a joint accountholder).
- 11.3 You are to regularly check and carefully monitor the Accounts and the balances and check the balances each time prior to issuing any instructions to HLBS, and are to immediately inform HLBS of any inaccuracy or irregularity in any of the Accounts.
- 11.4 You shall ensure that there are sufficient funds available in the Account to perform any of the transactions you require, unless you have made prior arrangements with HLBS. HLBS shall

not be obliged to carry out any instructions until and unless the relevant Account has sufficient funds.

- 11.5 Either one of the account holders may issue instructions and authorize HLBS to effect any transactions on a joint account. All transactions arising from the use of the Security Codes to operate a designated joint account shall be binding on all account holders, who shall be jointly and severally liable on all transactions.
- 11.6 If you receive data or information through HL Bank Connect which is not intended for you, you are to immediately inform HLBS by telephone or e-mail and delete the same.
- 11.7 This Clause 11 shall survive the termination of provision of Services to you under HL Bank Connect.

12.0 Compliance with Other Laws

- 12.1 The use of HL Bank Connect outside of Singapore is subject to the Exchange Control Regulations of Bank Negara Malaysia or any fiscal or exchange control requirements in force for the time being in the country where the transaction is effected or requested and the laws and regulations of Singapore and the country where the transaction is effected or requested. You are required to comply with such laws, rules and regulations when using HL Bank Connect.

13.0 Liabilities of the Parties

- 13.1 By using HL Bank Connect, you agree:-

- (a) to accept the inherent risks associated with carrying out transactions through the internet and your chosen Medium; and
- (b) that HLBS and its Affiliates do not make any representations or warranties, whether expressed or implied with respect to HL Bank Connect, including but not limited to merchantability and fitness for a particular purpose. No oral or written information or advice given by HLBS, its Affiliates and their respective personnel, employees or agents shall create or enhance the scope of this warranty.

- 13.2 You shall be responsible and liable, without any limit, for the following:-

- (a) any loss or damages suffered for all unauthorized transactions carried out through the use of the Security Codes until such time when HLBS has received written notification of the same from you;
- (b) any loss or damages suffered and all risk arising, in the event you do not terminate your session with/log off from HL Bank Connect in accordance with the relevant procedures set out by HLBS for the use of HL Bank Connect; and
- (c) any loss or damage suffered by HLBS as a result of your breach of or failure to comply with any of these Terms and Conditions or any relevant procedures set by HLBS.

- 13.3 Without prejudice to any other provisions here, HLBS shall not be liable to you or any third party for any loss (whether direct or indirect) of profits or business or goodwill, or for any indirect or consequential loss or damage whatsoever or howsoever arising even if HLBS has been advised of the possibility of such loss or damage or claim by any third party.

- 13.4 Subject to the provisions herein, HLBS' sole and entire liability to you in contract, tort (including negligence or breach of statutory duty), or otherwise arising by reason of or in

connection with these Terms and Conditions or howsoever arising shall not exceed the amount of the transaction involved which gave rise to the claim or the direct damages sustained, whichever is the lower.

- 13.5 Each provision of this Clause 13 is to be construed as a separate limitation applying and surviving even if for any reason one or more provisions is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding the termination of the Accounts or HL Bank Connect.
- 13.6 Without limiting the generality of the foregoing, HLBS shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by you or any third party by reason or arising from:-
- (a) your failure to provide accurate, complete and timely Instructions to HLBS or HLBS' failure to comply therewith;
 - (b) your inability to perform any transaction due to limits set by you and/or HLBS from time to time;
 - (c) any error, alteration, destruction of the Instructions, data or information to or from HLBS;
 - (d) any intrusion or attack by any person or party on any hardware, software or system used in relation to HL Bank Connect, the internet, or any Medium, including but not limited to viruses, Trojan Horses, malware and/or macros or other harmful components or disabling devices that may suspend, disrupt or disable HL Bank Connect or any part thereof;
 - (e) any restriction or prohibition on the use of HL Bank Connect by any laws or regulations of any country from where you access HL Bank Connect; or
 - (f) in the event HLBS is unable to perform any operations or to provide any of the Services due to any reason beyond HLBS' control including but not limited to fire, earthquake, landslides, flood, epidemic, natural catastrophe or act of God, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, or any failure, delay or disruption to telecommunications, electricity or fuel supply, failure of services provided by any Network Service Provider, failure of services provided by any Mobile Network Service Provider, failure of services provided by any Affiliate, or any other factor beyond the control of HLBS.

14.0 Unauthorised Transactions

- 14.1 In relation to any Unauthorised Transaction, we may ask you to make a police report, and to provide us with a copy of any police report, in relation to an Unauthorised Transaction before we start any investigation into the Unauthorised Transaction.
- 14.2 Without limiting your responsibilities set out in Clause 11 and the liabilities of the Parties set out in Clause 13, you shall not be liable for any direct loss that you may incur that arises from an Unauthorised Transaction if this direct loss arises from any act or omission by HLBS and it does not arise due to your failure to comply with any obligation set out in Clauses 4, 6 and 11.
- 14.3 For the purposes of Clause 14.2, any action or omission by HLBS includes the following:
- (a) fraud or gross negligence by HLBS, our employee, our agent or any outsourcing service

provider contracted by HLBS to provide HLBS services through your Account;

- (b) non-compliance by HLBS or our employee with any requirement imposed by the Monetary Authority of Singapore on us in respect of its provision of the Services; and
- (c) non-compliance by HLBS with any its duties.

14.4 Without limiting your responsibilities set out in Clause 11, you shall not liable for any loss arising from an Unauthorised Transaction that does not exceed \$1,000, if the loss arises from any action or omission by any third party not referred to in Clause 14.3 and does not arise from any failure by you to comply with any duty in Clauses 4, 6, 11 and 13.

15.0 Indemnity

- 15.1 You undertake to indemnify HLBS fully and completely against all claims, demands, actions, proceedings, loss and expenses (including legal costs) and all other liabilities of whatsoever nature or description which may be made taken, incurred or suffered by HLBS in connection with or in any manner arising out of the provision of HL Bank Connect or the acceptance of any Instruction given by you or breach by you of any of the Terms and Conditions, including but not limited to the following:
- (a) HLBS taking any instructions and acting upon them;
 - (b) the improper or unauthorised use of the Services;
 - (c) any damage to related facilities or software as a result of access to the Services, in particular, HL Bank Connect, and/or any loss of or damage to any Security Token;
 - (d) any act or omission by any relevant Network Service Provider;
 - (e) any delay or failure in any transmission, despatch or communication; or
 - (f) any access (or inability or delay in accessing) and/or use of the Services and/or any browser to allow access to the Services or for any defect in any such browser.

15.2 Your liabilities shall be a continuing liability and will survive the termination of the Services.

16.0 Suspension or Termination of HL Bank Connect by HLBS

- 16.1 HLBS may, in its absolute discretion and at any time, suspend, deny or terminate your access to HL Bank Connect or any part of the Services without being obliged to provide any reason for the same.
- 16.2 HLBS will automatically terminate your right of access to HL Bank Connect should you cease to maintain any Account with HLBS which can be accessed through HL Bank Connect or if your access to such Accounts is suspended, restricted or prohibited by HLBS or any third party for any reason.

17.0 Severability and Waiver

- 17.1 If any provision of these Terms and Conditions is determined to be illegal, invalid, prohibited or unenforceable in any respect under any law, the same shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating in any manner whatsoever the remaining provisions herein.

17.2 HLBS' acceptance of any Instructions or processing of any Instructions issued beyond the times stipulated or any waiver by HLBS of any of its rights or any indulgence granted to you shall not operate as consent to the modification of any part of these Terms and Conditions or so as to prevent HLBS from enforcing any of its rights under these Terms and Conditions or the rules and regulations or terms and conditions for the Accounts.

18.0 Notices

18.1 Any notices required to be given in respect of HL Bank Connect by HLBS to you may be given in any of the following manner as determined by HLBS in its absolute discretion:-

- (a) by electronic mail to your last known e-mail address in HLBS' records and such notices shall be deemed to be received after twenty four (24) hours from transmission;
- (b) by SMS to your mobile phone number in HLBS' records and shall be deemed to be received within twenty four (24) hours from transmission;
- (c) by ordinary post or registered post or courier sent to or left at your last address registered with HLBS and shall be deemed received by you within five (5) Business Days from posting if sent by ordinary or registered post and within two (2) Business Days from sending if sent by courier;
- (d) by displaying the notices at HLBS' premises or HLBS' website and such notices shall be deemed effective upon such display; or
- (e) by way of advertisement or general notice in one major national newspaper and the notice shall be deemed to be effective from the date of such notice or the date specified in the notice, as the case may be.

18.2 Any notices (excluding Instructions) required to be sent hereunder by you to HLBS may be given in any of the following manner:-

- (a) through HL Bank Connect to HLBS and such notices shall be deemed to be received once you receive a confirmation of such receipt via electronic mail from HLBS' system; or
- (b) by ordinary post or registered post or courier sent to the address stated below in Clause 23.2 and shall be deemed to have been received by HLBS within seven (7) Business Days from posting if sent by registered or ordinary post or within two (2) Business Days from sending if by courier.
- (c) You shall promptly inform HLBS of any changes to your personal details, your telephone or mobile numbers or your electronic mail, correspondence and/or residential address in writing.

19.0 Representation and Warranty on Personal Information

19.1 You hereby represent and warrant that you have obtained the consent of all persons named in your application for the Account(s) and the Services or such document submitted to HLBS in support of such application and/or their authorized representatives, including but not limited to your authorized signatories or such other persons as specified by HLBS ("Relevant Data Subjects"), for HLBS' collection, holding and use of the personal information of the Relevant Data Subjects in accordance with HLBS' Privacy Policy as may be amended from time to time. test

20.0 Consent to Use and Disclosure of Personal Information

20.1 You hereby agree that HLBS may use and disclose your personal information, but only in accordance with HLBS' Privacy Policy as may be amended from time to time.

21.0 Consent to Process Personal Information

21.1 You hereby agree and consent to the holding, collection and use, in particular, for marketing purposes, of all personal information provided to HLBS by you or acquired by HLBS from the public domain, as well as personal information that arises as a result of the provision of the Services to you in connection with your Account in accordance with HLBS' Privacy Policy as may be amended from time to time.

22.0 Reconstruction of HLBS

22.1 Your obligations and liabilities shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of HLBS or by any company by which the business of HLBS may for the time being be carried on and shall be available to the company carrying on the business for the time being and you agree that no such changes shall affect the obligations and liabilities created here-within in relation to any transaction whatsoever whether part, present or future.

23.0 Enquiries and Dispute Resolution

23.1 If you have any queries or require any assistance, please call our HL Bank Contact Centre at +65 6818 0503

23.2 In the event you have any complaints or disputes, please specify the nature of your complaint or dispute and refer the matter to:

Customer Service
HL Bank,
1 Wallich Street
#29-01 Guoco Tower
Singapore 078881

Website: www.hlbank.com.sg

23.3 If you are not satisfied with any assessment by HLBS of its liability for an Unauthorised Transaction, you may contact the Financial Industry Disputes Resolution Centre www.fidrec.com.sg

24.0 Government Taxes and/or statutory/ regulatory imposed charges, fees etc

24.1 In the event you are required to pay any fees or other monies to HLBS in relation to HL Bank Connect, including any amount representing reimbursements to be paid by you to HLBS, such amounts shall be exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.

24.2 In the event you are required by law to make any deduction or withholding from the fee and/or all other monies payable to HLBS in relation to HL Bank Connect in respect of any Tax or otherwise, the sum payable by you in respect of which the deduction or withholding is required shall be increased so that the net fee and/or the net amount of monies received by HLBS is equal to that which HLBS would otherwise have received had no

deduction or withholding been required or made.

- 24.3 You shall in addition to the fee and all other monies payable, pay to HLBS all applicable Tax at the relevant prevailing rate and/or such amount as is determined by HLBS to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by you directly to any Appropriate Authority, which you shall remit directly to the Appropriate Authority.
- 24.4 If at any time an adjustment is made or required to be made between HLBS and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with HL Bank Connect by HLBS, a corresponding adjustment may at HLBS' discretion be made as between HLBS and you and in such event, any payment necessary to give effect to the adjustment shall be made.
- 24.5 All Tax as shall be payable by you to HLBS as herein provided shall be paid at such times and in such manner as shall be requested by HLBS.
- 24.6 You hereby agree to do all things reasonably requested by HLBS to assist HLBS in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in this Agreement, you agree to provide its fullest cooperation to HLBS in assisting HLBS in complying with its obligations under the relevant laws
- 24.7 For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in these terms and conditions have been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

25.0 Governing Law

- 25.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore and you hereby agree to submit to the non-exclusive jurisdiction of the courts of Singapore or the courts of such other competent jurisdiction as HLBS may at its sole discretion elect to submit and the service of any legal process may be effected by any manner permitted by law.

26.0 Third Party Rights

- 26.1 A person who is not a party to any agreement governed by these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore (as may be amended from time to time) to enforce any of these Terms and Conditions.

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