ELECTRONIC VIEW ACCESS SERVICES TERMS AND CONDITIONS

These Electronic View Access Services Terms and Conditions ("**Terms**"), together with the applicable Local Addendum(s), EVA Service Addendum(s) and Documentation shall govern the EVA Services which the Bank may extend to the Customer from time to time.

SECTION A: GENERAL TERMS AND CONDITIONS

1. EVA SERVICES

1.1 In the event the Customer has applied for an EVA Service, and/or a Bank has agreed to provide an EVA Service for the Customer, all matters relating to such EVA Service shall be governed by the following:

(a) these Terms;

(b) the Local Addendum for the jurisdiction where the EVA Service is provided;

(c) the EVA Service Addendum (if any) for that EVA Service; and

(d) any applicable Documentation,

provided that in the event the Customer has applied for any account(s) with the Bank (regardless of the country in which such account(s) was opened) whether alone or jointly with any other person(s) and including savings accounts, current accounts, time deposits, structured deposits, and any other type of account which may be offered by the Bank from time to time ("**Account**") or any product and/or service provided by the Bank (other than the EVA Services), and/or the Bank has agreed to maintain an Account for, or provide such product and/or service to, the Customer, all matters relating to such Account, product, service and/or EVA Service shall henceforth be governed instead by the Bank's Business Account Terms and Conditions ("**BATC**"), which are accessible at www.ocbc.com/batc or available on request, and the BATC would prevail and apply over these Terms.

1.2 The Customer agrees that any EVA Service provided by any Bank is subject to all Applicable Laws and that the Customer shall at all times comply with all Applicable Laws in connection with its use of the EVA Service(s).

1.3 In respect of each EVA Service, these Terms, the relevant Local Addendum, and any applicable EVA Service Addendum and/or Documentation relating to such EVA Service shall constitute a single agreement between the Customer and the relevant Bank with which such EVA Service is provided (or to be provided).

1.4 The Bank has the sole and absolute discretion as to whether or not and how to provide any EVA Service to the Customer, and the Bank is authorised to use any communications, processing or transaction system, or intermediary bank to provide such EVA Service and/or act on any Instruction. The Bank may in connection with any application for an EVA Service, or to provide such EVA Service, require Customer to from time to time:

(a) complete Documentation prescribed by the Bank;

(b) furnish supporting documents and other information or assistance required by the Bank or under Applicable Laws; and/or

(c) agree to be bound by such other conditions as the Bank may from time to time impose in its sole and absolute discretion.

The Bank shall not have any obligation to provide any reasons for or information in respect of any unsuccessful application for or the termination of any EVA Service.

1.5 The Customer shall ensure that all information provided to the Bank is and remains true, accurate and complete and that it has not withheld any relevant information. Unless otherwise prescribed by the Bank, the Customer undertakes to keep the Bank informed in writing (or, in such other mode(s) and/or methods prescribed by the Bank in its sole and absolute discretion from time to time), within 30 days, of any changes in circumstances that may cause any of the information or particulars submitted to the Bank in relation to each EVA Service to become incorrect or incomplete.

2. MANAGEMENT OF EVA SERVICES

2.1 The Bank may rely on the authority of the Customer, each Authorised User, or any person (whether authorised or unauthorised by the Customer) using the Customer's or Authorised User's Access Credential or such other form or means of identification as may be specified by the Bank in its sole and absolute discretion from time to time, in allowing the Customer, each Authorised User and/or such person to use and/or access the relevant EVA Service(s) and issue Instructions relating thereto and the Customer agrees that:

(a) the EVA Service(s) would only provide such informational, view-only functionality, as may be determined by the Bank in its sole and absolute discretion, to the Customer and each Authorised User;

(b) save for Instructions in connection with changes to the administrative details of Access Credentials, changes in contact details of the Customer, the creation of any report in respect of the information provided via the EVA Services, or any other purpose as the Bank may determine in its sole and absolute discretion from time to time the Customer shall not, and shall not authorise any Authorised Users to, give any Instructions to the Bank and perform any acts or incur any obligations for and on behalf of the Customer;

(c) whether actually authorised by, used and/or accessed by the Customer or not:

(i) any use and/or access of the EVA Services and/or Access Credentials shall be deemed the Customer's use; and

(ii) any Instructions identified by the Customer or Authorised User's Access Credential(s) shall be deemed to be Instructions transmitted or validly issued by the Customer or Authorised User and binding on the Customer;

(d) the Customer shall comply with all applicable guidelines, policies and conditions pertaining to the EVA Services as may be issued by the Bank from time to time in its sole and absolute discretion;

(e) the EVA Services, including any online banking applications provided by the Bank thereunder, may use software and/or other technology, including that provided by third party providers, for identification purposes and/or detection of any computer virus or other malicious, destructive or corrupting code, agent, programme, macros or other software routine or hardware components designed to permit unauthorised access on any computer, hardware, system, software, application or device (including any Computer System or Access Credential) used to access any EVA Services;

(f) some content, software, EVA Services and services available from, accessible through or provided as part of, ancillary to or in conjunction with the EVA Services may be provided by third party service providers or through the use of third party software and/or content and under no circumstances shall it be construed that the Bank is a party to any transaction between the Customer and such third party service providers or that such third party EVA Services, services, software, and/or content are provided by the Bank. The Customer further acknowledges that the access, use and/or purchase of such EVA Services, services, software and/or content may be subject to additional terms and conditions prescribed by the relevant third party, and hereby agrees to comply with and observe all such terms and conditions and where required by such third party, to execute any document containing such terms and conditions;

(g) the Customer shall bear all risks arising from the use and/or access of the EVA Services, and also perform and ratify any contract entered into with or action taken by the Bank as the result of any communications from or purportedly from the Customer or otherwise referable to the Customer's or Authorised User's Access Credential or such other form or means of identification as may be specified by the Bank in its absolute discretion from time to time;

(h) the authority of the Authorised Users to use and/or access the EVA Service(s), as communicated to the Bank in writing, shall remain in effect until such time as the Bank receives written revocation of the same from the Customer, and the Bank shall be entitled but not bound to undertake further verification of the same; and

(i) the Bank may, subject to Clause 2.2 of Section A, continue (but shall not be obliged) to:

(i) provide access to the EVA Service(s) to such Authorised User; and/or

(ii) accept and act on Instructions given or signed by such Authorised User,

and shall not be liable thereof.

2.2 If the Customer wishes to modify any authorisation given to any Authorised User to use and/or access the relevant EVA Service(s), it shall provide written notice thereof in the Bank's prevailing prescribed form therefor and the Bank may require evidence acceptable to the Bank that such modification has been duly authorised, including via a resolution of the Customer's board of directors, where applicable. No such modification shall take effect until the Bank has accepted and approved such notice, and effected the change in its records.

3. COMMUNICATIONS AND INSTRUCTIONS

Customer's Communications and Instructions

3.1 Customer shall ensure each Instruction is accurate, complete, clear, authorised and is issued and transmitted to the Bank in such form and manner as the Bank specify and where applicable, observe and comply with the Procedures in connection with each Instruction.

3.2 The Customer agrees that:

(a) any Instruction shall be valid and binding on the Customer, whether or not it is in fact authorised;

(b) it shall ensure that all Instructions are given by or on behalf of the Customer strictly in accordance with the authorisations or mandates for the time being in effect in respect of the EVA Services;

(c) the Bank is authorised to act on any Instructions communicated or purportedly communicated by the Customer and/or its Authorised Users to the Bank by telephone, facsimile, email or any other electronic means (including through the EVA Services);

(d) all Instructions once received by the Bank shall not be recalled, cancelled, withdrawn, or amended unless the Bank in its sole and absolute discretion determines otherwise; and

(e) the Bank shall be entitled (but not obliged) in its sole and absolute discretion to:

(i) accept and act on any Instruction (including by transmitting information, instructions, messages, and other communications on its behalf to the relevant person(s), disclosing information and/or doing any other act) without assessing the reasonableness or accuracy of that Instruction, the nature of that Instruction, the identity (or purported identity) of the Customer and/or Authorised User, the consequence to the Customer, or any other matter thereto;

(ii) use any communications, processing or transaction system or intermediary bank it reasonably selects in acting on any Instruction;

(iii) assume that any Instruction is complete, correct, genuine, and authorised by the Customer;

(iv) specify additional conditions before accepting any Instructions; and/or

(v) investigate the authenticity of any Instruction;

(f) the Bank shall not be obliged to investigate or verify and shall not be responsible nor liable for investigating or verifying:

(i) the authenticity, the authority or the identity of any persons effecting any use of or access to the EVA Services referable to, and/or any Instructions identified by, the Customer's or Authorised User's Access Credential or such other form or means of identification as may be specified by the Bank in its absolute discretion from time to time, or any such use, access and/or Instructions initiated through software application, platform, website or other applications of a third party that the Bank has entered into arrangements with; or

(ii) the authenticity, accuracy and completeness of such use, access and/or Instructions described in this Clause 3.2(f) of Section A.

3.3 The Bank shall be entitled to decline to act on any Instruction and/or to delay acting on any Instruction, whether in part or in whole, where:

(a) it determines, in its sole and absolute discretion, that any Instruction issued by or on behalf of or purporting to be issued by or on behalf of the Customer may not have been authorised by the Customer or, even if issued or authorised by the Customer, may expose the Bank to any claims, suits, losses, expenses, liabilities or damage whether directly or indirectly;

(b) it determines, in its sole and absolute discretion, that the Instruction is inconsistent with and/or constitutes a breach of any Applicable Laws;

(c) such Instruction (whether digitally signed or not) is received via email or any other electronic means, including through the EVA Services;

(d) if there is any ambiguity or inconsistency or conflict in the Instructions unless and until the ambiguity or conflict has been resolved to the Bank's satisfaction, save that the Bank may choose to act only on the Instructions of all the Authorised Users notwithstanding that any relevant existing mandate or instructions require otherwise; and/or

(e) it determines, in its sole and absolute discretion, that acting on the Instruction should be delayed or the Instruction should not be acted on for any reason whatsoever.

3.4 Notwithstanding that the Bank has initially declined to act on a particular Instruction or has delayed acting on a particular Instruction, the Bank may subsequently act on the Instruction if the Bank determines, in its sole and absolute discretion, that it is appropriate to do so.

3.5 All Instructions sent to the Bank for processing on a particular Business Day must be received by the Bank before the cut-off time prescribed by the Bank from time to time. The Bank is entitled to prescribe different cut-off times by reference to the nature of transaction, the means by which the Instructions are sent to the Bank and other factors as the Bank considers appropriate. The Bank reserves the right to revise from time to time any cut-off time for receiving and processing Instructions. The Bank has the right to process any Instructions received after the applicable cut-off time on the following Business Day which it is possible to process them, taking into account all relevant holidays. Without prejudice to the foregoing, any notice given to the Bank by the Customer is taken to have been given at the time it is actually received by the Bank.

Bank's Communications

3.6 The Bank may rely on the address, facsimile number, email address or other particulars last notified to the Bank by the Customer, whether by the Customer or an Authorised User, as accurate, effective and binding on the Customer.

3.7 Any Correspondence shall be deemed served on the Customer:

(a) if transmitted to a facsimile number, mobile number, telephone number, electronic device or email address, immediately upon such transmission by the Bank (regardless of when the Customer receives the same);

(b) if delivered personally, at the time of delivery;

(c) if sent by post or courier to a domestic or foreign address, immediately after posting; and/or

(d) if published on the Bank's website(s), any newspapers, at any of the Bank's branches or through the EVA Services, at the time of such publication.

4. MODIFICATION, SUSPENSION AND/OR TERMINATION OF EVA SERVICES

4.1 The Bank may, at any time and in any manner as the Bank in its sole and absolute discretion considers appropriate, without giving any reason and with or without notice to the Customer and without liability whatsoever, amend, update, withdraw, modify, change, terminate, restrict, block and/or suspend any EVA Services (whether in whole or in part).

Termination of EVA Services by the Customer

4.2 If the Customer wishes to terminate any EVA Service(s), the Customer shall provide written instructions of the same to the Bank and comply with such procedures as the Bank may determine from time to time at its sole and absolute discretion.

Consequences of Termination of EVA Service(s)

4.3 On termination of the EVA Service(s) all rights granted under the Agreement will immediately revert to the Bank, failing which the Customer shall indemnify the Bank for any costs or expenses arising or in connection thereto.

4.4 All provisions of the Agreement, which by their nature should survive, including without limitation warranty disclaimers, limitations of liability, indemnities, confidentiality, governing law will survive termination of the Agreement.

5. CONSENT FOR DISCLOSURE

5.1 The Customer hereby expressly and irrevocably permits and authorises the Bank as well as any of its employees, agents, officials and officers for the transfer, disclosing, divulging or revealing at any time in such manner and under such circumstances as the Bank deems necessary or expedient in its sole and absolute discretion without prior reference to the Customer:

(a) of any information whatsoever relating to the Customer and any customer information (as defined in the Banking Act 1970 of Singapore) to and between any person at any time and from to time, including but not limited to:

(i) the branches, subsidiaries, representative offices, affiliates and agents of the Bank;

(ii) any member of the OCBC Group; and/or

(iii) third parties selected by the Bank and/or any of the entities referenced in (i) or (ii) wherever situated, for confidential use in connection with the provision of any EVA Service(s) to the Customer (including for data processing purposes); and/or

(b) of any information whatsoever regarding the particulars of the Customer including any Access Credential where applicable to any person at any time and from to time, including but not limited to:

(i) any person purporting to be the Customer upon verification of his identity by the Bank to its satisfaction in accordance with its prevailing procedure;

(ii) any person as may be necessary or appropriate or that may arise from the use or access (whether or not authorised) in relation to the use and/or access of any EVA Services made available to the Customer; and/or

(iii) any person notified to the Bank from time to time by the Customer.

5.2 The Bank's authority to transfer, disclose, divulge or reveal information as set out in this clause shall survive the termination of the Agreement.

5.3 The Customer acknowledges and accepts the possibility that there may be from time to time inadvertent disclosures by the Bank and/or any of its employees, agents, officials and officers of information regarding the Customer in the course of providing information relevant to the Customer or any person purporting to

be the Customer using or with the use of the EVA Services and hereby waives all its rights and remedies against the Bank for such inadvertent disclosures.

6. INTELLECTUAL PROPERTY

6.1 Where applicable and subject always to the Customer's continuing and full compliance with the Agreement, the Bank hereby grants to the Customer, a personal, revocable, non-sublicensable, nonexclusive, non-transferable licence to use any OCBC Software for the purposes of accessing and/or using any EVA Services and/or making and receiving Instructions.

6.2 The Customer hereby acknowledges and agrees that:

(a) all Intellectual Property Rights in any Documentation, Materials, software and any other thing forming part of or used in relation to an EVA Service are owned by either the OCBC Group or the relevant Third Parties and the Customer does not have any right, title or interest in such Intellectual Property Rights; and

(b) the OCBC Group may obtain information, data and statistics in the course of providing an EVA Service and the OCBC Group will own all Intellectual Property Rights thereto.

6.3 The Customer acknowledges and agrees that the Bank has sole and exclusive ownership and rights including all Intellectual Property Rights in and to the Bank's Computer Systems, EVA Services, OCBC Software, Access Credentials and any information, messages and other communications transmitted by the Bank on the Customer's behalf, including, without limitation the Bank's website(s), and all contents and any updates thereof.

6.4 The Customer agrees that:

(a) the Customer shall only use the OCBC Software in connection with the Agreement and in accordance with the Procedures and the Materials;

(b) the Customer shall notify the Bank immediately if it becomes aware of any unauthorised use of the OCBC Software; and

(c) the Customer shall not:

(i) alter or modify any OCBC Software;

(ii) reverse engineer, decompile, reverse input or disassemble the OCBC Software;

(iii) assign, sub-licence, or otherwise transfer, publish or disclose the OCBC Software; or

(iv) do anything which interferes with, disrupts or otherwise adversely affects any Intellectual Property Rights forming part of or used in relation to any EVA Service.

7. EQUIPMENT

If in connection with the Agreement, the Customer operates equipment (including hardware and security devices) that the Customer may use in connection with the EVA Services, the Customer agrees that:

(a) it shall ensure the security, proper use and maintenance of the equipment;

(b) it shall maintain the equipment and use it in the manner as may be specified in the Materials and Procedures and in connection with the relevant EVA Service(s); and

(c) the Customer shall use all reasonable endeavours to ensure that equipment operated by the Customer (whether or not supplied by the Bank) is virus-free and that no virus will be transmitted from the equipment as a result of the Customer's use of the equipment.

8. ACCESS CREDENTIAL

8.1 Where applicable, any Access Credential may be made available by or on behalf of the Bank to the Customer and/or its Authorised User(s) who has applied to the Bank for the issue of the Access Credential in such manner as the Bank may deem appropriate and used in such manner as prescribed by the Bank from time to time at the Customer's own risk.

8.2 The Customer agrees that:

(a) the Access Credential shall only be used by the Authorised User of the EVA Services to whom the Access Credential is made available to;

(b) if the Authorised User to whom the Access Credential is given, made available or prescribed by the Bank for use by such Authorised User, is no longer authorised to use the Access Credential, the Customer shall immediately notify the Bank;

(c) the Customer shall notify the Bank immediately upon receipt of any data and information through EVA Services which is not intended for the Customer. The Customer agrees that all such data or information shall be deleted from the Customer's Computer System immediately;

(d) the Customer shall, and shall procure its Authorised Users, exercise reasonable care to prevent the loss, disclosure or unauthorised use of any Access Credential (including any Physical Credential);

(e) the Customer shall be responsible and liable for any disclosure or unauthorised use of, any Access Credential and/or any information provided through and/or relating to the EVA Service(s) by the Customer or its Authorised User or any other person;

(f) in the event the Physical Credential is lost, stolen, mislaid, disclosed, and/or the Access Credential is disclosed to or discovered by any other party, the Customer shall immediately notify the Bank of the loss and/or immediately change the Access Credential; and

(g) the Bank shall be entitled from time to time, in its sole and absolute discretion and without giving any reason whatsoever and without prior notice to the Customer, change, de-activate and/or revoke the use of the Access Credential.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Customer hereby represents and warrants that throughout the term of this Agreement:

(a) the Customer and the Bank will not be in breach of any Applicable Laws as a result of the Customer's accessing or using an EVA Service, submitting any Instruction, communicating or taking any other action directly or indirectly through the use of any EVA Service;

(b) it has fully disclosed in writing to the Bank all information and particulars which are material or relevant for disclosure to the Bank for the purpose of the Agreement, any EVA Service, any Instruction, or any arrangement contemplated by or pursuant to the Agreement;

(c) it has obtained all necessary consents and authorisations required to access and/or use an EVA Service and perform all of its obligations under the Agreement;

(d) it has full legal capacity, power, authority and right to enter into and exercise its rights and perform its obligations under the Agreement;

(e) unless the Customer has disclosed that it is acting in a trustee capacity or on behalf of another party, it is acting on its own behalf in agreeing to be bound by the Agreement;

(f) if the Customer is:

(i) a company or a business, it is duly organised and validly existing under the laws in which the Customer is incorporated; or

(ii) an individual, it is of full age and sound mind;

(g) the Agreement and arrangements contemplated by or pursuant to the Agreement constitute legal, valid and binding obligations which are enforceable against the Customer; and

(g) it is entering into the Agreement and is accessing and using any EVA Service in the course of business and it is not dealing as a consumer.

10. DISCLAIMER OF LIABILITY

Disclaimer of Warranties

10.1 The Customer agrees that:

(a) the EVA Services, OCBC Software and/or Access Credentials are provided on an "As is" and "As available" basis with no warranty of any kind (whether implied or otherwise); and

(b) no warranties, whether implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, satisfactory quality, accuracy, adequacy, completeness, timeliness, merchantability, freedom from computer virus or malicious code, currency, reliability, performance, security, fitness for a particular purpose, continued availability, or inter-operability with other systems or services, are given by the Bank in connection with the EVA Services, OCBC Software, Access Credential(s), any communication, processing or transaction system provided and/or used by the Bank, and the information and materials contained in the Bank's website for accessing the EVA Services, including text, graphics, links or other items.

10.2 While the Bank will use its best endeavours to ensure that all information transmitted using the EVA Services is secure and cannot be accessed by unauthorised third parties, the Bank does not warrant the security of any information transmitted by or to the Customer using EVA Services.

Exclusion of Liability

10.3. Notwithstanding anything to the contrary in the Agreement, to the maximum extent permitted under Applicable Laws, the Bank shall not be responsible or liable for any expense, loss, damage, liability or other consequences suffered or incurred by the Customer or any third party in connection with any EVA Service, including without limitation in connection with and/or arising from:

(a) the Bank acting, delaying to act, or omitting to act, including without limitation on any Instructions (whether or not such Instructions are submitted through the EVA Services, Secured Communications, are given by unauthorised persons and/or otherwise);

(b) any Instruction, Correspondence, communication and/or transmission (including, without limitation, any inaccuracy, misunderstanding, interruption, error or delay or other failure relating to such Instruction, Correspondence, communication and/or transmission, whether on the part of the Bank or Customer, and whatever the cause may be);

(c) the provision of any EVA Service, and/or any restrictions thereto;

(d) any incompatibility, unavailability, disruption, delay, computer viruses or other malicious code, malfunction, breakdown, error or failure in:

(i) the EVA Services; and/or

(ii) any equipment, network, system, Computer System, software (including any Access Credential) and/or technology including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, internet service, transmission or communication facilities, telecommunication or other communications network or system, processing system, or any part of the electronic fund transfer system, used in connection with any EVA Service (whether belonging to, operated by and/or provided by the Bank or otherwise);

(e) any unauthentic, inaccurate, duplicated, incomplete, out-of-date and erroneous transmission by the Bank of any data or information through any EVA Services, or the sharing of any information provided through any EVA Services, by the Customer or its Authorised User;

(f) the Customer's use of or inability to use any EVA Services and/or Access Credentials;

(g) any change, deactivation or revocation of the use of any Access Credentials by the Bank;

(h) any use (whether or not authorised by the Customer), misuse or unauthorised use of any Access Credential and/or EVA Services to do any act whatsoever;

(i) any loss, theft or disclosure of any Access Credential;

(j) any EVA Services, services, software and/or content obtained, and/or purchased from or rendered by any third party service provider(s)/parties available from, accessible through or provided as part of, ancillary to or in conjunction with the EVA Services including without limitation any failure by such third party service provider(s)/parties to deliver, maintain and/or support the same;

(k) any fraudulent act by any person, including without limitation any forgery of the Customer's signature and/or any impersonation of the Customer;

(l) the Customer's negligence, default or misconduct, including any failure by the Customer to follow the latest or current instructions, procedures and directions for using any EVA Services and/or any refusal by the Bank to act as a result thereof;

(m) any act or omission (including without limitation any negligence or wilful misconduct) or bankruptcy or insolvency of any Third Party or any agent, subcontractor, service provider, nominee, correspondent or counterparty used by the Bank;

(n) any unauthorised access to, destruction or alteration of Instructions or any data or information transmitted or received through any EVA Services and/or Secured Communications;

(o) the disclosure, divulging or revealing of any information concerning the Customer and/or the EVA Services (whether or not such disclosure is inadvertent or occurs as a result of any unauthorised access or otherwise);

(p) any acts, statements (express or implied) or omission of the Bank or its agents, officers, delegates or employees in exercising any of the Bank's rights under the Agreement, including without limitation Clause 4 of Section A;

(q) any loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or, loss of value of any equipment or software or any indirect, incidental or consequential loss or damages, even if advised of the possibility of such loss or damages; and/or

(r) any actions taken by the Bank which it in its sole and absolute discretion considers appropriate so as to comply with any Applicable Laws, request of a public or regulatory authority or any policy of the Bank.

10.4 Where any Physical Credential issued by the Bank to a Customer is retained by or in any automated teller machine or any automated cash deposit machine or any card institution or other bank or financial institution or any electronic machines or any person approved by the Bank or is kept or retained by any card institution or bank of financial institution or by any person operating any electronic machines approved by the Bank, the Bank shall not be responsible or liable for any loss or damage suffered by the Customer or for any transactions made, performed, processed or effected with, by or through, the use or purported use of the Physical Credential issued by the Bank and the Bank shall only be liable to refund to the Customer the residual monetary face value of the Physical Credential returned to or received by the Bank at the date of such receipt.

Branches, Subsidiaries or Affiliates

10.5 The Customer agrees that:

(a) any obligations under the Agreement in respect of an EVA Service may only be satisfied by recourse to the member of the OCBC Group that provides that EVA Service; and

(b) it shall not take any steps to recover or seek recourse in respect of any obligations of a branch of the Bank or a member of the OCBC Group under the Agreement from or against any other branches of the Bank, any other members of the OCBC Group or any subsidiary or affiliate of any member of the OCBC Group.

11. INDEMNITIES

11.1 The Customer shall indemnify the Bank, its affiliates, subsidiaries, branches (regardless of jurisdiction), each member of the OCBC Group and their respective officers, employees, nominees and agents promptly on a full indemnity basis from and against all claims, demands, actions suits proceedings orders losses (direct or consequential) damages costs and expenses (including all duties, taxes and other levies and legal

fees on a full indemnity basis) and any and all other liabilities of whatsoever nature or description howsoever arising which they may sustain or incur directly or indirectly in connection with the execution, performance or enforcement of the Agreement or any other agreement, any EVA Service, including without limitation:

(a) any act or omission by the Customer;

(b) any breach by the Customer of any one or more provisions, obligations, representations and/or warranties in the Agreement;

(c) the Bank taking, relying and acting upon or omitting to act on any Instructions given or purported to be given by the Customer or by any person(s) purporting to be the Customer's attorney, regardless of the circumstances prevailing at the time of such Instructions or the nature of the transaction and notwithstanding any error, misunderstanding, fraud, or lack of clarity in the giving, receipt, or contents of such Instructions, including where the Bank believed in good faith that the Instructions or information were given in excess of the powers vested in the Customer or where the Bank believed that the Bank so acting would result in a breach of any duty imposed on the Bank;

(d) any declarations made by the Customer to the Bank (including those made on forms submitted to the Bank) are false, misleading or incomplete and/or subsequently became false, misleading or incomplete;

(e) the use and/or access of the EVA Services, any Access Credential, any device through which any of the EVA Services are accessed by the Customer, its Authorised User or any other person, or any sharing of any information provided through the EVA Services, by the Customer, its Authorised User and/or any other person, including without any limitation, all liabilities, losses and damages arising from the access of any account information, transfer of any funds and/or performance of any banking transactions in connection with any EVA Service(s) and/or the receipt or payment of any monies;

(f) the use, misuse or purported use or misuse of the EVA Services, due to failure of software or failure of security or failure of computer peripheries not provided by the Bank;

(g) any computer viruses or other malicious, destructive or corrupting code, agent, programme, macros or other software routine or hardware components designed to permit unauthorised access introduced by the Customer, which may interfere with or compromise the security when using EVA Services;

(h) failure by the Customer to pay or repay to the Bank on demand any sum due to the Bank (including all interest accrued thereon);

(i) any disclosure of any information which the Customer has consented to the Bank and/or any of its personnel disclosing;

(j) the enforcement by the Bank of any of its rights (including rights of sale, set off, recovering payment or enforcement proceedings) under or in connection with the Agreement and/or any other agreement;

(k) any Instructions communicated or purportedly communicated by the Customer to the Bank over the telephone notwithstanding that it is subsequently shown that such Instruction was not given by the Customer or the acting upon or carrying out of any such Instruction or the taking of steps in connection with or in reliance upon any such Instruction;

(l) the Bank using any system or means of communication or transmission in carrying out the Customer's Instructions which results in the loss, delay, distortion, or duplication of such instructions; and/or

(m) any lost, stolen or mislaid Access Credential, personal identification number(s) or advice, or other identification code(s) in relation to any EVA Services and any re-issuance or replacement of the same by the Bank.

11.2 These indemnities shall continue notwithstanding the termination of the banking relationship between the Bank and the Customer.

12. GENERAL

Amendments

12.1 The Bank may at any time in its sole and absolute discretion and upon written notice to the Customer, change any one or more of the provisions in this Agreement. Such change(s) and/or discontinuation(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than thirty (30) days from the date of the notice.

12.2 Where the Customer continues to use and/or access the EVA Service(s) after such notification, the Customer shall be deemed to have agreed with and accepted the amendments. If the Customer does not accept any such amendments, the Customer shall forthwith discontinue using and/or accessing the EVA Service(s) and instruct the Bank in writing to cease providing the EVA Service(s) to the Customer in accordance with Clause 4.2 of Section A.

12.3 The Bank may notify the Customer of any changes to the Agreement or any changes to the scope of the EVA Services by:

(a) displaying such changes at the Bank's branches;

(b) posting such changes on the Bank's website(s), including without limitation on any login page;

(c) electronic mail or letter;

(d) transmission to a facsimile number, mobile number, telephone number, electronic device, or email address;

(e) publishing such changes in any newspapers; and/or

(f) such other means of communication as the Bank may determine in its sole and absolute discretion.

Conflict

12.4 The Bank may from time to time in connection with any EVA Service supply to the Customer Materials. In the event of any conflict or inconsistency between the terms contained in any of the following documents, the terms of the first-listed document shall prevail over any later-listed document to the extent of any such conflict or inconsistency:

(a) the EVA Service Addendums for the specified EVA Service that is (or to be provided) (as determined by the OCBC Group in its sole and absolute discretion);

(b) the Local Addendums;

(c) these Terms;

(d) the Documentation; and

(e) any translation of this Agreement other than the English version.

Waiver

12.5 No failure or delay by the Bank in exercising or enforcing any right or option under the Agreement shall operate as a waiver thereof or limit, prejudice or impair the Bank's right to take any action or to exercise any right as against the Customer or render the Bank responsible for any loss or damage arising therefrom.

Severability

12.6 If any one or more of the provisions in the Agreement are deemed invalid, unlawful or unenforceable in any respect under any Applicable Laws, the validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired.

Confidential Information

12.7 The Bank Information is the exclusive, valuable and confidential property of the Bank. The Customer agrees to keep all Bank Information confidential and to limit access to its employees (under a similar duty of confidentiality) who require access in the normal course of their employment except to the extent any Bank Information is already in the public domain or the Customer is required to do otherwise by law or judicial process, and to use it in the manner designated by the Bank and in the ordinary course of the Customer's business.

12.8 The Customer shall notify the Bank immediately (with confirmation in writing) if it discovers or reasonably suspects that any Bank Information has been or may be compromised or disclosed to any unauthorised person.

Force Majeure

12.9 The Bank shall not be responsible for delays or failures, resulting at least in part from acts beyond its reasonable control and without its fault or negligence, in (a) the performance of its obligations hereunder; (b) executing any Instructions; or (c) providing any EVA Services to the Customer. Such excusable delays or failures may be caused by, among other things, riots, rebellions, accidental explosions, adverse market conditions, unavailability of foreign exchange, floods, storms, acts of God and similar occurrences.

12.10 The Bank may take and instruct any delegate to take any action which it in its sole and absolute discretion considers appropriate so as to comply with any applicable law, regulation, request of a public or regulatory authority or any policy of the Bank which relates to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to sanctioned persons or entities. In certain circumstances, such action may delay or prevent the use and/or access to EVA Services and/or the Bank's performance of its obligations under the Agreement. The Bank needs not notify the Customer until a reasonable time after it is permitted to do so under such law, regulation or policy of the Bank, or by such public or regulatory authority.

Recording

12.11 The Bank may in its sole and absolute discretion record all telephone conversations, verbal instructions and communications with/from the Customer and to retain such recordings for so long as it thinks fit and the Customer agrees to the recordings and the use thereof and any transcripts which the Bank may make for any purpose that the Bank deems desirable, including their use as evidence in any proceedings against the Customer or any other person.

Governing Law

12.12 Any dispute, controversy or claim arising from or in connection with an EVA Service shall be governed by the laws of the jurisdiction in which that EVA Service is (or is to be) provided (as determined by the OCBC Group in its sole and absolute discretion).

12.13 The Customer hereby undertakes to each member of the OCBC Group and their respective branches, subsidiaries, representative offices, affiliates and agents that:

(a) the courts of the jurisdiction in which the relevant governing law applies ("**Relevant Jurisdiction**") shall have exclusive jurisdiction to settle any dispute, controversy or claim arising out of or in connection with any matters that are governed by the laws of the Relevant Jurisdiction; and

(b) it shall not object to the courts of the Relevant Jurisdiction on the ground that it is an inappropriate or inconvenient forum or otherwise.

Rights are Cumulative

12.14 Each of the rights, powers and remedies given to the Bank under the Agreement shall be cumulative with and without prejudice and in addition to all other rights, powers and remedies given to the Bank under or by virtue of any other agreement between the Bank and the Customer, statute or rule of law or equity.

Customer's Obligation to Secure Bank's Rights

12.15 The Customer shall, immediately upon the Bank's request and at the Customer's own expense, execute any further documents and take any other action which the Bank may require for the purpose of protecting or securing the Bank's rights in respect of or under the Agreement.

Assignment

12.16 The Customer shall not (nor shall it purport to) assign, novate or transfer all or part of its rights and/or obligations under the Agreement, nor grant, declare or dispose of any right or interest in it, without the prior written consent of the Bank, which may be withheld in Bank's sole and absolute discretion. The Bank may assign, transfer, novate, sub-contract or otherwise deal with all or part of its rights and obligations under the Agreement at its sole and absolute discretion, and any such assignment, transfer, novation, sub-contract or other dealing shall not release the Customer from liability under the Agreement. The Customer hereby agrees to execute any document the Bank requires to give effect to such assignment, novation or transfer.

Binding Effect

12.17 The Agreement shall be binding on and inure to the benefit of the Bank and its assigns, the Customer and his legal representatives and successors and shall also be so binding notwithstanding the absorption or amalgamation of the Bank by or with any other person.

Outsourcing

12.18 The Customer agrees that the Bank may, from time to time and on such terms as the Bank in its sole and absolute discretion deems fit:

(a) delegate, subcontract or otherwise appoint other members of the OCBC Group or a Third Party to carry out any of its obligations under the Agreement;

(b) outsource various functions or operations in connection with the Bank's business (including any EVA Service and any related function thereto) to other members of the OCBC Group or a Third Party; and/or

(c) carry out Instructions with or through other members of the OCBC Group or a Third Party.

12.19 The Bank shall be entitled to harness, *inter alia*, data processing and technology infrastructure support services to enhance the Bank's suite of EVA Services and services and improve productivity within the Bank, its branches, subsidiaries and affiliates across the countries in which it operates.

Advertising

12.20 The Customer shall not display the name, trademark or service mark of the Bank without the prior written approval of the Bank. The Customer shall not advertise or promote any EVA Service without the Bank's prior written consent.

Entire Agreement

12.21 The Agreement constitutes the entire agreement and understanding between the Customer and the Bank relating to the subject matter of the Agreement. The Customer acknowledges and agrees that the Customer has not entered into or accepted the Agreement in reliance upon any representation, warranty or undertaking which is not set out or referred to in the Agreement.

SECTION B: DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

1.1 In these Terms the following words and expressions shall have the following meanings:

Access Credential	means any form of identification, token or device (whether electronic or otherwise), issued, prescribed and/or enrolled by or on behalf of the Bank for use by the Customer and/or its Authorised Users in accessing the EVA Services and/or to facilitate any actions in connection thereto;
Agreement	means, subject to Clause 1 of Section A, these Terms, any applicable EVA Service Addendum, any applicable Local Addendum and any applicable Documentation;
Applicable Laws	means, with respect to any person, any and all applicable constitutions, treaties, conventions, statutes, laws, by-laws, regulations, ordinances, codes, rules, rulings, judgments, rules of common law, orders, decrees, awards, injunctions or any form of decisions, determinations or requirements of or made or issued by, governmental, statutory, regulatory, administrative, supervisory or judicial authorities or bodies (including without limitation, any relevant stock exchange or securities council) or any court, arbitrator or tribunal with competent jurisdiction, regardless of jurisdiction, as amended or modified from time to time, and to which such person is subject, including without limitation such of the foregoing as relates to anti-money laundering and counter-financing of terrorism;
Authorised User	means a person for the time being authorised in writing by the Customer to use, access and/or receive information provided through and/or relating to, any or all the EVA Service(s);
Bank	means in the context of a particular EVA Service, the member of the OCBC Group or the relevant branch thereof which provides or is to provide such EVA Service;
Bank Information	means the EVA Services, OCBC Software, Intellectual Property Rights, Materials, Documentation, Procedures, data and any information provided to or obtained by the Customer in connection with the Agreement;
Business Day	means a day (other than a Saturday, a Sunday or a public holiday) on which the Bank is open for business in the jurisdiction(s) where the applicable EVA Service is provided and where an Instruction or communication is being submitted, the jurisdiction to which such communication is submitted;
Computer System	means any computer hardware or software or any equipment operated or process conducted wholly or partially by electronic means and includes information technology systems, telecommunications systems, automated systems and operations;
Correspondence	means any statement, advice, confirmation, notice, notification, demand and all other correspondence by the Bank under the Agreement;
Customer	means the person or persons named in the Documentation as the customer and its successors and permitted assigns;
Documentation	includes any application form or similar documentation (whether physical, electronic or otherwise) signed by or for and on behalf of the Customer in connection with the provision of one or more EVA Services as may be amended by the OCBC Group from time to time;
EVA Service Addendum	means any addendum to these Terms documenting the specific terms and conditions applying to certain EVA Service(s) as may be supplemented, amended, updated or replaced from time to time;
EVA Services	means: (a) any informational and view-only electronic and/or digital services, feature, facilities and/or functionalities provided by the Bank to the Customer from time to time; and/or (b) any application, software, website, or other digital tools provided by the Bank for Customers to access and/or use any EVA Services, as well as including the

services, functions, information and/or any other material (including without limitation data, databases, text, graphics, photographs, animations, audio, music, video, links, phone features or other content) displayed thereon, provided thereby or made available thereunder by or on behalf of the Bank;

Instructions	means all instructions given (whether in person, by telephone, facsimile, email or any other electronic means (including through the EVA Services and/or Secured Communications) or otherwise), to the Bank;
Intellectual Property Rights	means throughout the world and for the duration of the rights: (a) patents, trade marks, service marks, logos, get-up, trade names, brand names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semiconductor topography rights, utility models, trade secrets, inventions, know-how, confidential, business, scientific, technical or EVA Service information and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect; (b) any other rights resulting from intellectual activity in the cybersecurity, commercial, industrial, scientific, literary and artistic fields and whether dealing with manufactured EVA Services or services; (c) rights under licences, consents, orders, statutes or otherwise in relation to a right under sub-paragraph (a) above; (d) rights of the same or similar effect or nature as or to those in subparagraphs (a) and (c) which now or in the future may subsist; and (e) the right to sue for infringements of any of the foregoing rights.
Local Addendum	means any addendum to these Terms documenting the local-specific terms and conditions applying to certain EVA Service(s) as may be supplemented, amended, updated or replaced from time to time
Materials	means any user guides, manuals, data, processes and other documentation supplied to the Customer which may be modified by the Bank from time to time;
OCBC Group	means Oversea-Chinese Banking Corporation Limited and its related corporations, as well as their respective branches, representatives and/or agents and shall include their successors and assigns;
OCBC Software	includes any software made available to the Customer by or on behalf of the Bank;
Physical Credential	means any physical Access Credential;
Procedures	means any procedure and practice specified by the Bank from time to time in its sole and absolute discretion;
Relevant Jurisdiction	is defined in Clause 12.13 of Section A; and
Third Party	means any independent contractor, agent or other person (including any intermediary or partner bank) wheresoever located which provides any service (including administration, information technology, payment, securities clearance, credit investigation or debt collection service) or EVA Service to or on behalf of any member of the OCBC Group.

2. INTERPRETATION

2.1 Unless otherwise specified or the context requires otherwise, in the Agreement:

(a) any reference to "Terms", "Agreement", "EVA Service Addendum", "Local Addendum" or "Documentation" includes all addendums thereto, and all amendments, additions and variations thereto;

(b) a reference to a time of day is a reference to the time of day at the place where the relevant EVA Service is (or is to be) provided (as determined by the OCBC Group in its sole and absolute discretion);

(c) words denoting the singular number shall include the plural and vice versa;

(d) words importing persons shall include firms, corporations, partnerships, sole proprietors, consortiums, societies, associations, business units and such other organisations set up solely for business purposes;

(e) any reference to a statute, statutory provision, law, by-laws, regulation, rule, decree, directive, statutory instrument or order includes a reference to any amendment, modification, consolidation, replacement or re-enactment of it for the time being in force and all statutes, statutory provisions, laws, by-laws, regulations, rules, decrees, directives, statutory instruments or orders made or issued pursuant to it;

(f) section headings, clause headings and sub-headings are for convenience only and shall not affect the construction of the Agreement;

(g) without prejudice to the Customer's obligations under the Agreement to ensure that its communications and/or Instructions comply with certain procedural, security and other requirements, where a provision in the Agreement requires information or communications to be written, in writing, to be presented in writing or provides for certain consequences if it is not, an electronic record satisfies that requirement if the information contained therein is accessible so as to be usable for subsequent reference; and

(h) the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words, and the words "include", "includes", "including" and similar expressions shall be deemed to be followed by the words "without limitation".

2.2 Unless otherwise specified or the context requires otherwise, in these Terms any reference to clauses and addendums are, unless otherwise provided, a reference to clauses of and addendums to these Terms.

SINGAPORE LOCAL ADDENDUM

This document comprises a 'Local Addendum' as referred to and defined in the OCBC Electronic View Access Services Terms and Conditions ("**Terms**"). It contains local-specific terms and conditions on which the Bank provides the Customer with EVA Service(s) in Singapore.

Unless otherwise defined in this Local Addendum, capitalised terms used in this Local Addendum shall have the meanings given to them in the Terms.

This Local Addendum supplements the Terms. Any conflict or inconsistency between this Local Addendum and the Terms shall be resolved by reference to Clause 12.4 of Section A of the Terms.

1. DATA PROTECTION

1.1 Where personal data relating to the Customer is or will be collected, used or disclosed by the OCBC Group and/or the OCBC Representatives, the Customer consents to the OCBC Group, and the OCBC Representatives disclosing the Customer's personal data for purposes reasonably required by the OCBC Group and the OCBC Representatives to enable them to provide the EVA Services to the Customer.

1.2 Where personal data relating to any of the Individuals (as defined herein) is or will be collected, used or disclosed by the OCBC Group and/or the OCBC Representatives, the Customer hereby confirms and represents to the OCBC Group and the OCBC Representatives that with respect to any personal data of individuals ("**Individuals**") disclosed to the OCBC Group and/or the OCBC Representatives in connection with the provision of the EVA Services to the Customer or at the request of, or by or through the Customer from time to time, the Individuals to whom the personal data relates have, prior to such disclosure, agreed and consented to such disclosure, and the collection (including by way of recorded voice calls), use and disclosure of their personal data by the OCBC Group and the OCBC Representatives for purposes reasonably required by them to enable them to provide the EVA Services to the Customer.

1.3 Such purposes are set out in a Data Protection Policy, which is accessible at www.ocbc.com/business-banking/bank-policies or available on request and which the Customer confirms that each of the Customer and the Individuals have or will have read and consented to.

2. DATA TRANSFER

2.1 For the purposes of the receipt and/or disclosure of any Transactional Data from and/or to any Solutions Provider as authorised by the Customer, the Customer agrees:

(a) to the extent necessary for the Bank to carry out the Customer's instructions, to waive and relieve the Bank of any obligations which the Bank may have in relation to privacy of customer information and/or confidentiality, and any consequences thereof, whether pursuant to any agreement between the Bank and the Customer, the Banking Act 1970 of Singapore and/or any other applicable laws;

(b) the Bank shall provide/receive the Transactional Data to/from the Solutions Provider by any mode of transmission that the Bank deems fit in its sole and absolute discretion, and shall provide/receive such Transactional Data in such frequency, manner and form as the Solutions Provider requests and as the Bank is able to provide, and the Customer acknowledges that such transmission/receipt may be subject to interruption, delay or breakdown for a variety of reasons; and

(c) the Bank shall be permitted to inform the Solutions Provider of the Customer's instructions to the Bank pursuant to the data transfer.

2.2 The Customer agrees and acknowledges that upon the Bank's transmission/receipt of the Transmitted Data to/from the Solutions Provider:

(a) the Solutions Provider/Bank may further transfer the Transmitted Data to its service providers, such as data storage and hosting providers, which may be located outside Singapore, and to this extent, the Customer agrees that the Transmitted Data may be routed through, and stored

on, servers located outside of Singapore, regardless of whether such servers are operated by the Solutions Provider/Bank or its respective service providers;

(b) the Bank shall not be responsible or liable to the Customer in contract, restitution, tort (including negligence) or otherwise in relation to the Transmitted Data so transmitted, including but not limited to:

(i) the Solutions Provider's and/or the Bank's collection, use, retention, disclosure, protection, handling and any other form of processing of the Transmitted Data;

(ii) any error, incompleteness or inaccuracy of any Transmitted Data;

(iii) any act or omission of the Solutions Provider/Bank and/or any third parties in relation to any Transmitted Data provided to/received from the Solutions Provider; and/or

(iv) any delay or failure in transmission/receipt of the Transactional Data to/from the Solutions Provider, and any inability of the Customer to use or access the Solutions Provider's services, software, applications and/or information;

(c) where the Transmitted Data is transmitted to the Solutions Provider:

(i) as such Transmitted Data will no longer be within the Bank's control, the Bank may not be able to vary, amend, correct, update, delete or otherwise control the Transmitted Data, even if the Customer so instructs the Bank, and the Bank is under no such obligation to the Customer to do so;

(ii) the Solutions Provider shall be solely responsible and liable to the Customer for such Transmitted Data, including but not limited to collection, use, retention, disclosure, protection, handling and any other form of processing of the Transmitted Data; and

(iii) the Solutions Provider's collection, use, retention, disclosure, protection, handling and any other form of processing of such Transmitted Data shall be subject to the terms of any agreement between the Solutions Provider and the Customer.

2.3 In the event that the Customer wishes to add to, vary, amend, countermand or terminate its instructions to the Bank to provide and/or receive the Transactional Data to and/or from the Solutions Provider, the Customer shall do so by providing its instructions of such addition, variation, amendment, countermanding or termination, as the case may be, through the EVA Services.

2.4 The Bank and the Solutions Provider are independent parties, and accordingly:

(a) neither party nor any of their respective employees are employees or agents of the other;

(b) nothing in this Agreement shall be deemed to establish any partnership, joint venture or agency relationship between the Bank and the Solutions Provider, or to establish a party as a data intermediary of the other party; and

(c) nothing in this Agreement shall be deemed to grant any right, power, authority to, or impose any obligation on, the Bank or the Solutions Provider to act on behalf of the other party.

3. GENERAL

3.1 **Instructions through Secured Communications.** For the avoidance of doubt, the Secured Communications is only intended for general non time-sensitive enquiries/requests and not for the sending of transactional/financial instructions to the Bank. Such transactional/financial instructions include without limitation any instruction that involves any fund transfer or any debiting or crediting of accounts, recall of funds or countermand/stop payment. The Customer agrees that the Bank shall have the right not to act (though the Bank shall be entitled to do so in its sole and absolute discretion) on any communication sent

via the Secured Communications without providing any reason or notice, and that communications sent via the Secured Communications may not be acted on in a timely manner or at all. The Customer further acknowledges and agrees to bear all risks associated with such communications, including without limitation the risk of such instructions being intercepted by unauthorised third parties.

3.2 **Exclusion of Liability.** Notwithstanding anything to the contrary in this Agreement, the Bank shall not be liable for any loss, damage or expense suffered or incurred by the Customer if the Customer has not within three (3) years after the date on which the cause of action against the Bank arose: (a) served on the Bank a written notice of the Customer's claim against the Bank for such loss, damage or expense, and (b) commenced proceedings against the Bank in respect of the Customer's claim.

3.3 **Third Party Rights**. A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any of the terms and conditions contained therein.

4. DEFINITIONS

4.1 In this Local Addendum, the following words and expressions shall have the following meanings:

OCBC Representatives	OCBC Group's respective business partners and agents;
Secured Communications	means any service provided via the EVA Services for receiving and/or transmitting communications between the Customer and Bank;
Solutions Provider	means the third party service provider which the Customer has authorized and instructed the Bank to provide/receive Transactional Data of the Customer;
Transactional Data	means the transactional data provided/received by the Bank on behalf of the Customer to/from the Solutions Provider, including but not limited to: (a) the Customer's Instructions and/or communications; (b) any other information as requested by the Solutions Provider; and
Transmitted Data	means the Transactional Data transmitted/received by the Bank to/from the Solutions Provider in relation to the EVA Service.

4.2 Unless the context requires otherwise, in this Local Addendum, any reference to clauses and addendums are, unless otherwise provided, a reference to clauses of and addendums to this Local Addendum.

SINGAPORE EVA SERVICE ADDENDUM

This document comprises an "EVA Service Addendum" as referred to and defined in the OCBC Electronic View Access Services Terms and Conditions ("**Terms**"). It contains additional EVA Service-specific terms and conditions on which the Bank may, upon the approval of the Customer's application, provide the Customer with the respective EVA Service(s) listed in this EVA Service Addendum in Singapore in accordance with the Bank's latest instructions, procedures and directions.

Unless otherwise defined in this EVA Service Addendum, capitalised terms used in this EVA Service Addendum shall have the meanings given to them in the Terms and Local Addendum.

This EVA Service Addendum supplements the Terms and the Local Addendum, and to the extent indicated below amends, the Terms and/or the Local Addendum, and forms part of the Terms and Local Addendum. Any conflict or inconsistency between this EVA Service Addendum, the Terms and/or Local Addendum shall be resolved by reference to Clause 12.4 of Section A of the Terms.

1. OCBC ALERT NOTIFICATION SERVICE

1.1 OCBC Alert Notification Service shall be provided through electronic mail, facsimile, SMS or such other media as the Bank may deem appropriate.

1.2 The Customer agrees that:

(a) any notification provided by the Bank under the OCBC Alert Notification Service shall be transmitted or otherwise made available to the Customer at such times as the Bank may reasonably deem fit;

(b) all references to a time of day in any notification sent by the Bank under the OCBC Alert Notification Service are to Singapore time (unless otherwise specified by the Bank); and

(c) the Bank does not guarantee receipt of any notification under the OCBC Alert Notification Service by the Customer and the Customer understands and agrees that the Customer's use of the OCBC Alert Notification Service is at the Customer's own risk.

1.3 The Bank shall not be responsible for any loss, damage or other consequence which the Customer may suffer as a result of any notification being sent to the Customer's latest designated contact particulars in the Bank's records.

2. BIOMETRIC ACCESS CREDENTIALS

2.1 The Bank may permit the enrollment of one or more Biometric Access Credentials of Customer and/or its Authorised User(s) in such manner as the Bank may deem appropriate, for use in such manner as prescribed by the Bank from time to time and at the Customer's own risk.

2.2 The Biometric Access Credential shall only be for use on Registered Devices and subject to the continuous condition that each of the Customers and Authorised Users:

(a) shall ensure that only his or her Biometric Access Credential is enrolled on a Registered Device;

(b) shall not enroll any third party Biometric Access Credential or permit any unauthorised third parties to enrol their Biometric Access Credential on their Registered Devices; and

(c) is required to delete any third party biometric data enrolled and/or stored on a device prior to activating the Biometric Access Credential on the said device.

2.3 Customer agrees that the Biometric Access Credential relies on such third party identification features which are proprietary to these third parties, and that use of these EVA Services shall be in accordance with the applicable terms and conditions of the third party provider of the relevant third party features. In particular, but without limiting the generality of the foregoing, the Bank has no responsibility where any third party software or hardware incorrectly identifies or authenticates any Customer or Authorised User(s) or Biometric Access Credential, the sole risk of which (and any loss or damage suffered by the Customer or Authorised User(s) thereby) shall be borne by the Customer and Authorised User(s).

2.4 Notwithstanding anything contrary stated in or implied by this Agreement, the Biometric Access Credential shall only be used for: (a) the purpose of accessing certain EVA Services; or (b) in specified circumstances, the continued access and use of certain parts of the Application in the manner prescribed by the Bank (such as with the additional requirement to use a prescribed Access Credential to transact or to transmit communications).

3. DEFINITIONS

3.1 In this EVA Service Addendum, the following words and expressions shall have the following meanings:

Application	means the application for use on mobile devices currently designated by the Bank as the "OCBC Business Mobile Banking" application, and the services, functions, information and/or any other material (including, data, databases, text, graphics, photographs, animations, audio, music, video, links, phone features or other content) displayed thereon, provided thereby or made available thereunder by or on behalf of the Bank;
Biometric Access Credential	means any biometric Access Credential, including any Access Credential enrolled through the OCBC OneTouch Service and/or OCBC OneLook Service;
OCBC Alert Notification	means an EVA Service provided as part of the Bank's EVA Services known as " OCBC Alert Notification Service";
OCBC OneLook Service	means an EVA Service provided as part of the Bank's EVA Services known as "OCBC OneLook Service", including any "OneLook"-branded services, EVA Services, features, and/or functionalities offered by the Bank from time to time to the Customer, accessible through the use of facial recognition features on Bank prescribed mobile devices, via the application(s) currently designated by the Bank as "OCBC Business Mobile Banking";
OCBC OneTouchService	means an EVA Service provided as part of the Bank's EVA Services known as "OCBC OneTouch Service", including any "OneTouch"-branded services, EVA Services, features, and/or functionalities offered by the Bank from time to time to the Customer, accessible through the use of fingerprint recognition features on Bank prescribed mobile devices, via the application(s) currently designated by the Bank as "OCBC Business Mobile Banking";
Registered Devices	means Bank-prescribed devices with such third-party identification features which have been registered by the Bank for certain aspects, features, services of the EVA Services; and
UEN	means the Unique Entity Number which serves as a standard identification number for an entity and which is issued by the applicable Unique Entity Number issuance agencies.