

**OCBC MYOWN ACCOUNT  
TERMS AND CONDITIONS FOR PARENTS**  
(With effect from 11 October 2024)

1. These terms and conditions ("**Terms**") govern access and use of the OCBC MyOwn Account (as defined below) and related products and services provided by Oversea-Chinese Banking Corporation Limited (UEN: 193200032W) ("**OCBC**" or the "**Bank**") by a parent or lawful guardian ("**Parent**") of a child or ward ("**Child**").
2. The Parent should read these Terms carefully. By applying for, accessing and/or using an OCBC MyOwn Account or the related products or services, or continuing to access or use the same, the Parent:
  - (a) agrees to be bound by these Terms; and
  - (b) agrees on behalf of the Child to be bound by the OCBC MyOwn Account Holder Terms applicable to account holders as available at <https://www.ocbc.com/personal-banking/deposits/myown-account> or via such other means as the Bank may designate, and as may be amended from time to time (the "**OCBC MyOwn Account Holder Terms**").
3. The Parent further agrees to be bound by all terms and conditions incorporated by reference in the OCBC MyOwn Account Holder Terms, including without limitation, the OCBC Deposit Terms, OCBC Conditions of Access, OCBC Electronic Banking Terms, OCBC Debit Cardmembers Agreement, and OCBC PayNow Terms, each as modified and to the extent set out in the OCBC MyOwn Account Holder Terms.
4. If the Parent does not agree to these Terms:
  - (a) the Parent must not (and must ensure that the Child does not) apply for an OCBC MyOwn Account or access or use any OCBC MyOwn Account or any related products or services;
  - (b) the Parent must immediately stop (and must ensure that the Child also immediately stops) accessing or using any OCBC MyOwn Account, OCBC MyOwn Debit Card, OCBC MyOwn Services, and/or any related products or services.  $\emptyset$
5. Where the Bank makes available any OCBC MyOwn Account, OCBC MyOwn Debit Card, OCBC MyOwn Services, or related products or services to the Parent or the Child, the Parent and the Child's access and/or use of the same, is conditional and subject at all times to the Parent's agreement and compliance with these Terms. All of the Bank's obligations under these Terms and the OCBC MyOwn Account Holder Terms shall be subject at all times to the Parent's full and timely compliance with these Terms.
6. If the Parent applies for an OCBC MyOwn Account together with the Child or accesses or uses the Child's OCBC MyOwn Account, the OCBC MyOwn Services, or any related products or services, the Parent:
  - (a) represents, warrants, and undertakes to the Bank that: (i) the Parent has lawful guardianship over the Child; (ii) the Parent is authorised to act and give consent on behalf of the Child; and (iii) there are no circumstances that limit the Parent's ability to act for and on behalf of the Child;
  - (b) confirms on behalf of the Child that the Child has read, understood, and agreed to the OCBC MyOwn Account Holder Terms;

- (c) consents on behalf of the Child to the collection, use, disclosure, and/or processing of the Child's personal data in accordance with the OCBC MyOwn Account Holder Terms and for the purposes contemplated or described herein;
- (d) undertakes to ensure and procure, and unconditionally and irrevocably guarantees the Child's due and timely compliance with: (1) the OCBC MyOwn Account Holder Terms; (2) any and all Applicable Laws; and (3) such additional terms and conditions as the Bank may specify in connection with the OCBC MyOwn Account from time to time, and all of the Child's obligations and liabilities under each of the foregoing;
- (e) hereby unconditionally and irrevocably undertakes to 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 Losses which they may sustain or incur directly or indirectly in connection with the execution, performance or enforcement of these Terms and/or any other terms and conditions in connection with the OCBC MyOwn Account, OCBC MyOwn Debit Card, and/or OCBC MyOwn Services, including without limitation:
  - (i) any act or omission by the Parent or the Child;
  - (ii) any breach by the Parent or the Child of any provision, undertaking, obligation, representation and/or warranty under these Terms, the OCBC MyOwn Account Holder Terms, and/or any other terms of any other OCBC agreements or terms and conditions incorporated herein by reference or which are applicable to the Parent or the Child;
  - (iii) the conduct of the Child and any claims made by the Child;
  - (iv) any information, records or other material provided by the Parent or the Child to the Bank that was false, misleading or incomplete and/or subsequently became false, misleading or incomplete;
  - (v) any disclosure of any information which the Parent or the Child consented to the Bank and/or any of the Bank's personnel disclosing;
  - (vi) lack of information or failure by the Parent or the Child to provide clear, necessary and complete information for completing the payment or transfers or performance of any transaction;
  - (vii) any lost, stolen or mislaid access credential(s), personal identification number(s) or advice, or other identification code(s) in relation to any OCBC MyOwn Account or OCBC MyOwn Debit Card and any re-issuance or replacement of the same by the Bank;
  - (viii) the Parent or the Child's access to, use of and/or reliance on the OCBC MyOwn Account, OCBC MyOwn Debit Card, and/or OCBC MyOwn Services;
  - (ix) the Parent or the Child's negligence, default, and/or misconduct; and/or
  - (x) any invalidity or unenforceability of the OCBC MyOwn Account Holder Terms against the Child; and

- (f) agree to be jointly and severally liable with the Child for and hereby unconditionally and irrevocably guarantees and undertakes to be liable for and pay the Bank, unconditionally on demand, without requiring or obtaining any evidence or proof:
  - (i) all monies and liabilities which are now or become due, owing or incurred by the Child to or in favour of the Bank under or in connection with the Child's OCBC MyOwn Account;
  - (ii) any and all outstanding balances from time to time arising in connection with the Child's OCBC MyOwn Account, whether or not such balances exceed or breach any limit or restriction set by the Bank, the Parent, or the Child;
  - (iii) any Losses suffered by any member of the OCBC Group in connection with any act, omission, fraud, negligence, and/or default of the Child (whether or not known to or authorised by the Parent); and
  - (iv) any Losses arising in connection with these Terms, including without limitation relating to: (i) any breach of these Terms by the Child; and/or (ii) any use of any OCBC MyOwn Account, OCBC MyOwn Debit Card, or OCBC MyOwn Services by the Child; and
- (g) agrees that the Parent's liability to the Bank and the Parent's obligations under (d), (e), and (f) above shall survive the Parent's death or incapacity and be binding on the Parent's estate, executor, administrator, legal representative, donee, or deputy (as applicable).

7. In addition, the Parent agrees that:

- (a) the Parent is requesting for an OCBC MyOwn Account to be opened, and if opened the OCBC MyOwn Account will be in the Child's sole name, the Child shall be the sole legal and beneficial owner of the OCBC MyOwn Account, and the Parent shall have no claim or interest in any monies in the Child's OCBC MyOwn Account;
- (b) it is the Parent's sole responsibility to determine whether the OCBC MyOwn Account, OCBC MyOwn Debit Card, and OCBC MyOwn Services (or any part thereof) is appropriate for the Child and safe and suitable for the Child's access and use;
- (c) the Parent shall ensure that the Child's OCBC MyOwn Account and OCBC MyOwn Debit Card are used solely for the benefit of the Child;
- (d) the Parent shall carefully supervise the Child's access and/or use of the OCBC MyOwn Account, OCBC MyOwn Debit Card, and OCBC MyOwn Services and shall ensure the integrity, security, and confidentiality of the Child's OCBC MyOwn Debit Card and any access credentials and devices used to access or operate the Child's OCBC MyOwn Account; and
- (e) the OCBC MyOwn Account is intended to be a simple bank account, provided to help the Parent teach the Child financial responsibility, is to be used solely for savings and transactional purposes, and is not, for example, intended to be used to provide for the welfare or future of any child or function as an endowment for any child, or to be used for business, investment, or wealth management purposes.

8. The Parent further agrees that:
- (a) the terms and conditions set forth in the OCBC MyOwn Account Holder Terms between the Parent and the Child are hereby incorporated herein by reference, *mutatis mutandis*, in their entirety and as if set forth in these Terms directly, including without limitation, the Introduction as well as Clauses 1.1 to 1.3, 2.1 to 2.2, 3.1 to 3.6, 4, 5, 6, 7, 8, 9, 11, and 12 of Section A of the OCBC MyOwn Account Holder Terms; and
  - (b) without prejudice to the generality of the foregoing, the Parent shall be bound by and comply with any and all terms and conditions in the OCBC MyOwn Account Holder Terms that are applicable to or reference the Parent, and the Parent shall ensure and procure that the Child shall be bound by and perform all rights, undertakings, responsibilities and obligations imposed on or relating to the Child, except where the context clearly dictates otherwise, and the Parent agrees to comply with the same.
9. The Parent hereby repeats and makes to the Bank the representations and warranties set out in the OCBC MyOwn Account Holder Terms incorporated by reference herein, including without limitation those set out in Clause 6 of the OCBC MyOwn Account Holder Terms.
10. The Parent may request that the Bank impose restrictions on how the Child can use the Child's OCBC MyOwn Account, OCBC MyOwn Debit Card, or the OCBC MyOwn Services, including, for example:
- (a) how much the Child can spend using the OCBC MyOwn Debit Card; and/or
  - (b) how much the Child can withdraw, transfer, or use in other transactions with the Child's OCBC MyOwn Account,
- and shall ensure that the Child agrees to be bound by the same upon implementation of the said restrictions by the Bank, however nothing in these Terms require the Bank to impose, enforce, vary, or cancel any restrictions on any OCBC MyOwn Account, OCBC MyOwn Debit Card, or OCBC MyOwn Services, no matter what instructions the Parent gives the Bank.
11. The Bank may, at any time and in any way as it considers appropriate, without giving any reason and with or without notifying the Parent or being liable to the Parent, immediately amend, update, withdraw, modify, change, terminate, restrict, block and/or suspend any OCBC MyOwn Account, OCBC MyOwn Debit Card, or the OCBC MyOwn services, for such duration as the Bank thinks appropriate. Without limiting the foregoing, the Parent agrees that the Bank can, at any time, including without limitation when the Child reaches 16 years of age:
- (a) convert the Child's OCBC MyOwn Account into any other account on such additional terms and conditions as the Bank may decide;
  - (b) terminate the Parent's rights over the Child's OCBC MyOwn Account and not give the Parent any rights over any other account to which the OCBC MyOwn Account may be converted into;
  - (c) require the Parent to agree to more terms and conditions relating to the OCBC MyOwn Account, OCBC MyOwn Debit Card, and/or OCBC MyOwn Services; and/or
  - (d) terminate these Terms.

12. The Parent may, on behalf of the Child, instruct the Bank to close the Child's OCBC MyOwn Account and/or terminate the Child's OCBC MyOwn Debit Card by following the instructions given by the Bank from time to time. If the Parent does so, the Parent shall follow such steps as the Bank may specify, such as, ensuring there is no money left in the OCBC MyOwn Account, and giving the Bank such information and documents as the Bank may ask for.
13. SingPass MyInfo. The Parent agrees that the Bank may obtain the Parent's personal data from the Parent's SingPass MyInfo Profile (if available) to apply for an OCBC MyOwn Account, and the receipt of the Parent's personal data from the Parent's SingPass MyInfo Profile by the Bank shall be governed by the OCBC Terms of Use for MyInfo available at <https://www.ocbc.com/assets/pdf/termsfuse-myinfo.pdf> or via such other means as the Bank may designate ("**OCBC MyInfo Terms**"). For the purposes of these Terms only, in the OCBC MyInfo Terms, the terms "you" and "your" shall refer to the Parent and "we" shall refer to the Bank.
14. eStatements. The Bank may (but is not obliged to) provide electronic statements to the Parent in respect of the Child's OCBC MyOwn Account. The Parent agrees to be bound by the OCBC Terms and Conditions Governing eStatements ("**OCBC eStatements Terms**") in respect of any electronic statements provided by the Bank, as available at <https://www.ocbc.com/personal-banking/terms-and-conditions/terms-and-conditions-governing-estatemnts> or via such other means as the Bank may designate, and as may be amended from time to time. For the purposes of these Terms only, in the OCBC eStatements Terms, the terms "I", "my", and "me" shall refer to the Parent, "my bank account" shall refer to the Child's OCBC MyOwn Account, and "you" and "your" shall refer to the Bank.
15. Personal Data. The Parent consents, on behalf of themselves and the Child, to the collection, use and disclosure of their personal data and the Child's personal data by OCBC and its related corporations ("**OCBC Group**") for the purposes of facilitating the Parent's and Child's access and use of the OCBC MyOwn Account, and other related purposes set out in [OCBC's Data Protection Policy](#) ("**Purposes**").
16. Conflicts. In the event of any conflict, discrepancy, 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, discrepancy, or inconsistency:
  - (a) these Terms;
  - (b) any translation of these Terms other than the English version; and
  - (c) the Bank's prevailing terms and conditions governing:
    - (i) (in relation to an OCBC MyOwn Account) accounts;
    - (ii) (in relation to the OCBC MyOwn Services) electronic services, including without limitation the OCBC Electronic Banking Terms; and
    - (iii) (in all cases) the relevant matters, including without limitation any other terms and conditions that may apply to the Parent's access or use of any OCBC MyOwn Account, OCBC MyOwn Debit Card, OCBC MyOwn Services, and/or the related services provided in connection therewith.

### Amendments

17. The Bank may, at any time, at its discretion, and upon written notice to the Parent, change any one or more of these Terms. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice. However, in certain cases, including without limitation, changes for administrative or clarification purposes, addition of terms and conditions pertaining to new products and services, or time sensitive situations or situations which are not practicable for notice, the Bank is not obliged to give prior notice.
18. If the Parent accesses or uses an OCBC MyOwn Account or the related products or services after such notification, the Parent shall be deemed to have agreed to and accepted the amendments. If the Parent does not accept any such amendments, the Parent shall immediately stop accessing or using any OCBC MyOwn Account, OCBC MyOwn Debit Card, and OCBC MyOwn Services, and promptly instruct the Bank to close the Child's OCBC MyOwn Account.
19. Definitions and interpretation. In these Terms, unless the context otherwise requires, words and expressions that are defined in the OCBC MyOwn Account Holder Terms shall bear the same meanings as set forth therein.
20. No third party rights. Save for the Bank, a person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.
21. Governing law and jurisdiction. These Terms shall be governed and construed in all respects in accordance with the laws of the Republic of Singapore but in enforcing these Terms the Bank shall be at liberty to initiate and take actions or proceedings or otherwise against the Parent in the Republic of Singapore or elsewhere as the Bank thinks appropriate, and the Parent agrees that where any actions or proceedings are initiated and taken in the Republic of Singapore, the Parent shall submit to the jurisdiction of the Courts of the Republic of Singapore in all matters connected with the Parent's obligations and liabilities under or arising out of these Terms.

**OCBC MYOWN ACCOUNT  
ACCOUNT HOLDER TERMS AND CONDITIONS**

(With effect from 11 October 2024)

**INTRODUCTION**

22. These terms and conditions ("**Terms**") apply to you, if you are (a) 16 years old or younger and are applying for, (b) accessing, or (c) using, the OCBC MyOwn Account and related products and services ("**Child**").
23. These Terms set out how the Child can use and access the OCBC MyOwn Account (as defined below) and related products and services that Oversea-Chinese Banking Corporation Limited (UEN: 193200032W) ("**OCBC**" or the "**Bank**") provides to the Child.
24. Please read these Terms carefully. Before applying for, accessing or using an OCBC MyOwn Account or the related products or services, the Child must agree to these Terms and the Child's parent or lawful guardian (as applicable) ("**Parent**") must also agree to:
- (a) the OCBC MyOwn Terms for Parents, which can be found at <https://www.ocbc.com/personal-banking/deposits/myown-account> or through other ways the Bank tells the Child about from time to time, and which the Bank may update from time to time (the "**OCBC MyOwn Terms for Parents**"); and
  - (b) be responsible to ensure the Child follows these Terms.
25. The Parent and the Child can only have, access, or use (or try to have, access, or use) an OCBC MyOwn Account, OCBC MyOwn Debit Card, OCBC MyOwn Services, or related products or services, if the Parent agrees to and follows the OCBC MyOwn Terms for Parents at all times. The Bank is only required to follow these Terms and the OCBC MyOwn Terms for Parents if the Parent fully and promptly follows the OCBC MyOwn Terms for Parents.
26. The Child agrees that:
- (a) the OCBC MyOwn Account is only meant to be a simple bank account that helps the Parent teach the Child financial responsibility. It is supposed to be used for basic savings and day to day spending purposes, and not, for example, any business, investment, or wealth management purposes;
  - (b) the Bank does not have any fiduciary duty to the Child in connection with the OCBC MyOwn Account and the Bank does not need to invest any monies in the OCBC MyOwn Account, offer the Child any investment services, or give the Child any returns in connection with the OCBC MyOwn Account;
  - (c) the Child and the Parent are responsible for ensuring that the OCBC MyOwn Account is suitable for the Child's needs now and in the future and for the Child's own financial planning;
  - (d) the Parent has rights over the Child's OCBC MyOwn Account, including to:
    - (i) obtain information about the Child's OCBC MyOwn Account and/or OCBC MyOwn Debit Card (including how much money is in the Child's OCBC MyOwn Account, how the OCBC MyOwn Account and OCBC MyOwn Debit Card are used, and the account activities); and

- (ii) operate and/or give instructions for the Child in connection with the Child's OCBC MyOwn Account and/or OCBC MyOwn Debit Card (including setting limits and closing the OCBC MyOwn Account), subject to these Terms and Clause 5 in particular (and the Bank may, but does not need to, follow such instructions); and
- (e) the Bank can share any information about the Child, the Child's OCBC MyOwn Account, and/or OCBC MyOwn Debit Card, the Child's transactions, bank balances, and activities, and any customer information as defined in the Banking Act 1970, with the Child's Parent and any other person that the Bank may consider appropriate.

## **SECTION A: GENERAL TERMS AND CONDITIONS**

### **1. OCBC MYOWN ACCOUNT**

- 1.1 The Bank may, from time to time, as it may decide, offer the Child a deposit account ("**OCBC MyOwn Account**") in the Child's own name. The Child must apply for an OCBC MyOwn Account together with the Parent using the OCBC MyOwn Services or through other ways as the Bank may decide. By applying for an OCBC MyOwn Account, the Child agrees:
  - (a) they may need to meet certain requirements that the Bank may set from time to time;
  - (b) to give the Bank documents, information, or assistance required by the Bank or Applicable Law from time to time; and
  - (c) to follow other terms and conditions that the Bank may set from time to time as the Bank may decide.
- 1.2 The Bank can determine whether and how the Child may open an OCBC MyOwn Account, and can choose to use any systems and/or any intermediary bank to do so. The Bank does not need to explain or tell anyone why an OCBC MyOwn Account was not opened for any person, or why any OCBC MyOwn Account was closed. The Child must not hold more than one OCBC MyOwn Account at any time.
- 1.3 The Child agrees to follow the OCBC Deposit Terms as modified by these Terms, which shall apply to the Child's OCBC MyOwn Account. For these Terms only, the OCBC Deposit Terms are modified as follows:
  - (a) an "Account" includes the Child's OCBC MyOwn Account;
  - (b) "Customer" means the Child;
  - (c) a "Card" includes the Child's OCBC MyOwn Debit Card;
  - (d) "Terms and Conditions" includes these Terms; and
  - (e) the following shall not apply: Clause 1.3 (Al-Wadi'ah Accounts), Clause 7 (Cheques), Clause 9A (Statements for OCBC Easistart Accounts), Clause 10 (Passbooks), Clause 11 (Fixed Savings Account), Clause 11 (Time Deposits), Clause 14 (In-Trust-For Accounts), and Clause 40 (Additional Terms and Conditions Applicable to Cheque Truncation).



- 1.4 The Child will not be able to use cheques, cheque books, and passbooks with their OCBC MyOwn Account, and the Child also will not be able to withdraw money by cheque or passbook from their OCBC MyOwn Account. No paper statements will be issued for the OCBC MyOwn Account.
- 1.5 The Child must pay and the Bank may automatically deduct the charges and fees stated in the Applicable Pricing Guide (as updated from time to time) or as the Bank may otherwise inform the Child or the Parent of.

## **2. OCBC MYOWN DEBIT CARD**

- 2.1 The Bank may, from time to time, as it may decide, offer the Child a debit card in relation to the Child's OCBC MyOwn Account (the "**OCBC MyOwn Debit Card**") if the Child meets certain requirements and follows terms and conditions that the Bank may set from time to time. It is up to the Bank to decide whether or not and how to offer the Child an OCBC MyOwn Debit Card.
- 2.2 The Child's use of the OCBC MyOwn Debit Card shall be governed by the OCBC Debit Cardmembers Agreement as may be modified by these Terms. For these Terms only, the OCBC Debit Cardmembers Agreement is modified as follows:
- (a) "you", "cardmember" and "Principal Cardmember" means the Child;
  - (b) "we", "our", and "us" mean the Bank;
  - (c) a "Card" includes the Child's OCBC MyOwn Debit Card;
  - (d) the Child's "Designated Account" is the Child's OCBC MyOwn Account;
  - (e) the "Agreement" includes these Terms; and
  - (f) notwithstanding Clause 11.2 (Statements) of the OCBC Debit Cardmembers Agreement, the Bank need not send statements of account for the Child's OCBC MyOwn Account to the Child and the Bank may send such statements to the Parent only. Any such statements sent to the Parent shall be deemed to have been received by the Child as well.
- 2.3 The Child agrees and understands that Digital Payment Services (as defined in the OCBC Debit Cardmembers Agreement) may not be available for use at all merchants or outlets, or outside Singapore. Card charges, privileges, and benefits for transactions made via Digital Payment Services may differ from those applicable for transactions not made via Digital Payment Services.

## **3. OCBC MYOWN SERVICES**

- 3.1 The Bank may, from time to time, and as it may decide, offer the Child services through the OCBC Mobile Banking application or other means, which may let the Child apply for an OCBC MyOwn Account and use and get information relating to the Child's OCBC MyOwn Account, and include related functionalities (the "**OCBC MyOwn Services**").
- 3.2 The Parent and Child must each comply with the OCBC Electronic Banking Terms as modified by these Terms, and any other terms which the Bank may specify for the Parent and Child's access to and/or use of the OCBC MyOwn Services.

3.3 For these Terms only, the OCBC Electronic Banking Terms are modified as follows:

- (a) "ATM Card" includes the Child's OCBC MyOwn Debit Card;
- (b) "Customer" means the Child;
- (c) "Electronic Banking Services", "OCBC Internet Banking Service", "OCBC Mobile Banking Service", and "OCBC Mobile Banking application" includes the OCBC MyOwn Services;
- (d) the "Terms and Conditions" include these Terms; and
- (e) Clause 2A (OCBC ATM Service – NETS FlashPay) does not apply.

3.4 The OCBC Phone Banking Service and the OCBC Internet Banking Service (excluding the OCBC Mobile Banking Service) may not be available for the OCBC MyOwn Account or may have restrictions and/or additional terms that the Bank may set from time to time.

3.5 The Bank may from time to time send the Child and the Parent notifications using the OCBC MyOwn Services about the OCBC MyOwn Account or other matters relevant to the Child or Parent. These notifications and other alerts are part of the OCBC Alert Notification Service which the Bank may provide to the Child and/or the Parent in accordance with Clause 3B of the OCBC Electronic Banking Terms and Clause 17.8 of the OCBC Debit Cardmembers Agreement. Notifications sent via the OCBC MyOwn Services may be affected by settings on the receiving device, for example the use of battery-saving mode or similar, not allowing or turning off notifications, and the Child and the Parent are each responsible for making sure the settings on the device do not prevent, delay or affect notifications sent to them via the OCBC MyOwn Services. In any case, a notification under the OCBC Alert Notification Service is considered to be sent by the Bank upon the broadcast of the notification to any contact particulars provided by the Child or the Parent to the Bank, regardless of whether such notification is actually received by the Customer. The Bank does not guarantee receipt of any notification under the OCBC Alert Notification Service by the Child or the Parent and the Child and the Parent each agree that their use of the OCBC Alert Notification Service is at their own risk.

3.6 The Bank may from time to time put in place security or other measures in relation to the Child or the Parent's access and use of the OCBC MyOwn Services as the Bank may decide, including limiting the Parent and/or the Child's ability to access or use certain functionality or do certain transactions after the Child signs up for an OCBC MyOwn Account, and/or if the Bank thinks there may be unauthorised, fraudulent and/or unlawful activity in relation to any OCBC MyOwn Account.

#### PayNow

3.7 The Bank may, from time to time, and as the Bank may decide, offer the Child the OCBC PayNow Service. The Child agrees that the OCBC PayNow Terms will apply to the Child's access and use of the OCBC PayNow Service and the Child also agrees to follow the other requirements and terms and conditions that the Bank may set from time to time. For these Terms only, the OCBC PayNow Terms are modified as follows:

- (a) "Electronic Banking Services", "OCBC Internet Banking Service", and "OCBC Mobile Banking Service" includes the OCBC MyOwn Services; and

- (b) the "OCBC Digital application" includes the OCBC MyOwn Services.

**3.8 The Child shall be responsible for any and all transactions in connection with their OCBC MyOwn Account:**

- (a) whether or not the Child knew about them or allowed them, no matter how or where such transactions were made and even if any limit or restriction was exceeded;
- (b) even in the event of the Child's bankruptcy, death, incapacity, infancy, or disability;
- (c) even if any transactions or the Child's obligations in these Terms or in connection with the OCBC MyOwn Account, OCBC MyOwn Debit Card, OCBC MyOwn Services, or any transaction are or become illegal, invalid, unenforceable, or ineffective in any way;
- (d) even if any of the Child's obligations in these Terms or in connection with the OCBC MyOwn Account, OCBC MyOwn Debit Card, OCBC MyOwn Services, or any transaction are changed, waived or released; and
- (e) even if any other act, event or omission which, but for this provision, might operate to discharge, impair or otherwise affect the Child's obligations or rights, powers or remedies the Bank have under these Terms or by law.

**4. LIMITS AND RESTRICTIONS**

**4.1 The Child or Parent may request that the Bank impose restrictions on how the Child can use their OCBC MyOwn Account, OCBC MyOwn Debit Card, or the OCBC MyOwn Services, including, for example:**

- (a) how much the Child can spend using the OCBC MyOwn Debit Card; and/or
- (b) how much the Child can withdraw, transfer, or use in other transactions with their OCBC MyOwn Account.

In addition, the Bank may from time to time, as it may decide, impose restrictions on how the Child can use their OCBC MyOwn Account, OCBC MyOwn Debit Card, or the OCBC MyOwn Services, with or without letting the Child or the Parent know, and the Bank may change, stop, or cancel any restriction without letting the Child or the Parent know before doing so. The Child agrees to be bound by all such restrictions, whether or not requested by the Parent or imposed by the Bank.

**4.2 Nothing in these Terms require the Bank to impose, enforce, vary, or cancel any restrictions on any OCBC MyOwn Account, OCBC MyOwn Debit Card, or OCBC MyOwn Services, no matter what instructions the Child or the Parent gives the Bank. The Child irrevocably and unconditionally agrees that:**

- (a) the Bank may, as it may decide, only take instructions to impose, enforce, vary, or cancel any restrictions on the Child's OCBC MyOwn Account, OCBC MyOwn Debit Card, or access or use of the OCBC MyOwn Services from the Parent; and
- (b) the Bank does not have to accept or follow the Child's instructions or requests to impose, enforce, vary, or cancel any restrictions on the Child's OCBC MyOwn Account, OCBC MyOwn Debit Card, or access or use of the OCBC MyOwn Services.

- 4.3 Even if there are restrictions on the Child's OCBC MyOwn Account or OCBC MyOwn Debit Card, the Bank may: (a) allow any transaction even though it may exceed a restriction; or (b) not allow or approve any transaction even if such transaction does not exceed any restriction, and the Bank shall not be liable to the Child or Parent for any loss, charges, or damages because of this.
- 4.4 The Child and the Parent must ensure that the transactions under the Child's OCBC MyOwn Account and OCBC MyOwn Debit Card do not exceed the applicable restrictions. The Bank may charge and debit the Child's OCBC MyOwn Account the amount of any and all transactions done using any OCBC MyOwn Debit Card linked to the Child's OCBC MyOwn Account, whether or not the transactions were done by the Child and whether or not the Child knew about or authorised the transactions. This is so even if:
- (a) the amount the Child owes the Bank on the OCBC MyOwn Account exceeds any restriction because of the transaction; and/or
  - (b) the transaction happened when any OCBC MyOwn Debit Card (and/or any access credential in connection with any OCBC MyOwn Account or OCBC MyOwn Debit Card) was lost or stolen.

## **5. COMMUNICATIONS AND INSTRUCTIONS**

- 5.1 Any request or instructions that the Child or the Parent gives the Bank must be in writing in a form that the Bank accepts, and be authorised by the Child. The Child must also ensure that any request or instruction given by them is authorised by the Parent as well. Any request or instruction that the Child or the Parent gives the Bank (or purporting to have been given by the Child or the Parent, or on behalf of the Child or the Parent) will be treated as if both the Child and the Parent authorised it, and the Bank does not need to check to confirm such authorisation.
- 5.2 The Bank may, but does not have to, accept and act on any request or instruction that the Bank believes was given or authorised by the Child or the Parent. Even if such instruction or request was not actually given or authorised by the Child or the Parent, and even if any fraud was involved, the Bank shall not be liable for any loss or damage suffered because the Bank acted or followed any such instruction or request.

### Standing instructions

- 5.3 The Bank may, from time to time, let the Child give standing instructions for the OCBC MyOwn Account. Such standing instructions shall be governed by the OCBC Automatic Standing Instruction Terms, under which (for these Terms only), "customer" means the Child.

### Notices

- 5.4 Any OCBC MyOwn Debit Card (whether given because it was applied for, or because the Bank renewed or replaced it), account or card statement, notice (including notifying the Child or the Parent of any PIN or access credential, and changes to these Terms), demand, document (including any originating process regarding or by which any legal proceedings against the Child or the Parent is started by the Bank) and any other correspondence, may be sent or given to the Child or the Parent, whether in Singapore or overseas, by leaving it at or by posting it to or sending it by fax, email or other Internet or online methods (including messages sent to user account(s) the Bank determines are linked to the Child or the Parent based on postings, messaging or chat systems on social media or other online services) to the Child or the Parent's contact details (including addresses, fax numbers, and email addresses) stated in any application form, and any other contact details:

- (a) that the Child or the Parent may give the Bank from time to time;
  - (b) that the Bank may get from reliable sources as the Bank may decide (including through third parties and any online user accounts linked to the Child or the Parent); and
  - (c) that the Child or the Parent or someone who appears to the Child or the Parent, used to contact the Bank.
- 5.5 Any such OCBC MyOwn Debit Card, statement, notice, demand, document or any other correspondence left with or sent to the Child or the Parent shall be treated as if both the Child and the Parent received it:
- (a) if it is delivered by hand, when it was left at any address referred to in Clause 5.4;
  - (b) if by post, on the day immediately after it was sent by the Bank; or
  - (c) if sent by fax, email or through any Internet communication channels, immediately when it was sent by the Bank.
- 5.6 Service of any documents (including any originating process) based on this Clause 5, shall be deemed as good and valid service, even if the Child or the Parent may not have received such documents, or the documents are returned undelivered.

## **6. PROMISES MADE TO THE BANK**

- 6.1 The Child and the Parent each confirm that all promises, statements and information they have made or given to the Bank (including in any application form or through the OCBC MyOwn Services) are true, correct, and not misleading. In addition:
- (a) the Child and the Parent each promise that:
    - (i) the Child can enter into and perform the Child's obligations under these Terms;
    - (ii) the Child has agreed to these Terms and the Terms remain valid, binding, and enforceable against the Child;
    - (iii) no steps or legal proceedings have been started or threatened regarding the Child or Parent's bankruptcy or to appoint a receiver, trustee, or similar officer for the Child or Parent's assets; and
  - (b) the Child and the Parent each agree to immediately inform the Bank in writing:
    - (i) if there are any changes to anything told or given to the Bank by either the Child or the Parent;
    - (ii) if someone files a bankruptcy application or petition against either the Child or the Parent; and
    - (iii) of any other information the Bank asks either the Child or the Parent to provide.

## **7. TERMINATION**

- 7.1 The Bank can, at any time and in any way as it considers appropriate, without giving any reason and with or without notifying the Child or the Parent or being liable to the Child or the Parent, immediately amend, update, withdraw, modify, change, terminate, restrict, block and/or suspend any OCBC MyOwn Account, OCBC MyOwn Debit Card, or the OCBC MyOwn Services, for such duration as the Bank thinks appropriate.
- 7.2 In addition to the Bank's other rights under these Terms and without affecting the other rights or remedies the Bank may have at law or in equity:
- (a) the Child and the Parent each agree that the Bank can, at any time, including when the Child reaches 16 years of age:
    - (i) convert the Child's OCBC MyOwn Account into any other account and/or issue to the Child any card (such as a debit card) that may be linked to the new account, each on such additional terms and conditions as the Bank may decide;
    - (ii) terminate the Child's OCBC MyOwn Debit Card and require the Child to return or destroy the OCBC MyOwn Debit Card;
    - (iii) terminate the Parent's rights over the Child's OCBC MyOwn Account and not give the Parent any rights over any other account to which the OCBC MyOwn Account may be converted into; and/or require the Child and the Parent to each agree to more terms and conditions relating to the OCBC MyOwn Account, OCBC MyOwn Debit Card, and/or OCBC MyOwn Services, and/or to confirm or ratify the Child and/or the Parent's agreement to existing terms and conditions; and
  - (b) the Bank may terminate these Terms and close the Child's OCBC MyOwn Account by giving the Child or the Parent 30 days written notice.
- 7.3 The Child may, through the Parent, instruct the Bank to close the Child's OCBC MyOwn Account and/or terminate the Child's OCBC MyOwn Debit Card by following the instructions given by the Bank from time to time. If the Parent does so, the Child and the Parent may each have to follow such steps as the Bank may specify, such as, ensuring there is no money left in the OCBC MyOwn Account, and giving the Bank such information and documents as the Bank may ask for.
- 7.4 If these Terms are terminated, unless prohibited by Applicable Law:
- (a) the Child and the Parent must each follow such procedures as the Bank may decide and set from time to time regarding such termination;
  - (b) the Child and the Parent must each pay the Bank any sums that they owe the Bank up to the termination date of these Terms;
  - (c) the rights or obligations of the parties under these Terms which are expressly or by implication intended to survive termination or expiry, including without limitation the Introduction and Clauses 5, 6, 7, 8, 9, 10, and 11 shall survive and continue to bind the parties to these Terms, and their respective successors, and assigns; and

- (d) all licences granted to the Child and/or the Parent under these Terms shall, if not already terminated or otherwise ceased, immediately terminate.

7.5 The Bank can, for any other reason as the Bank may decide (including if the Bank finds out about the bankruptcy, incapacity, or death of the Parent) require the Child's other parent or lawful guardian to provide supporting documentation and agree to terms and conditions set by the Bank (such as the OCBC MyOwn Terms for Parents), in order for the Child to keep and continue accessing and using the Child's OCBC MyOwn Account and the related products and services.

7.6 If the Bank finds out about the death or incapacity of the Child, the Bank may (but is not obliged to) close the Child's OCBC MyOwn Account and pay the remaining credit balance in the Child's OCBC MyOwn Account to the Parent after setting off any amounts due to the Bank and if the Parent provides the supporting documentation and legal documentation (such as undertaking) in the form requested by the Bank and the Parent agrees to any terms and conditions set by the Bank.

## **8. LIMITATION OF LIABILITY**

8.1 To the maximum extent permissible under Applicable Laws, the Child and the Parent each agree that:

- (a) except as expressly provided in these Terms, the OCBC MyOwn Account, OCBC MyOwn Debit Card, OCBC MyOwn Services and any security measures or features provided under these Terms are only provided on an "as is", "as available" basis only without warranty of any kind (whether express, statutory, implied or otherwise) and at the Child and the Parent's sole risk; and
- (b) the Bank disclaims all warranties, whether express, statutory or implied, oral or in writing, including but not limited to the warranties of non-infringement of third party rights, title, satisfactory quality, accuracy, adequacy, completeness, timeliness, merchantability, currency, reliability, performance, security, fitness for a particular purpose, continued availability, or inter-operability with other systems or services, and no such warranty or representation is given in connection with the OCBC MyOwn Account, OCBC MyOwn Debit Card, OCBC MyOwn Services, and any security measures or features.

## **9. INDEMNITIES**

9.1 The Child and the Parent each unconditionally and irrevocably undertakes to 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 Losses which they may sustain or incur directly or indirectly in connection with the execution, performance or enforcement of these Terms and/or any other terms and conditions in connection with the OCBC MyOwn Account, OCBC MyOwn Debit Card, and/or OCBC MyOwn Services, including without limitation:

- (a) any act or omission by the Child or the Parent;
- (b) any information, records or other material which the Child or the Parent gave the Bank that was false, misleading or incomplete and/or later became false, misleading or incomplete;
- (c) any disclosure of any information which the Child or the Parent consented to the Bank and/or any of the Bank's personnel disclosing;

- (d) lack of information or failure by the Child or the Parent to provide clear, necessary and complete information for completing the payment or transfers or performance of any transaction;
- (e) any lost, stolen or mislaid access credential(s), personal identification number(s) or advice, or other identification code(s) in relation to any OCBC MyOwn Account or OCBC MyOwn Debit Card and any re-issuance or replacement of the same by the Bank;
- (f) the Child or the Parent's access to, use of and/or reliance on the OCBC MyOwn Account, OCBC MyOwn Debit Card, and/or OCBC MyOwn Services; and/or
- (g) the Child or the Parent's negligence, default, and/or misconduct.

## **10. PERSONAL DATA**

- 10.1 OCBC Group will collect, use, and disclose the Child's Personal Data. We do this to help the Child access and use the OCBC MyOwn Account, and for other purposes mentioned in [OCBC's Data Protection Policy](#) ("Purposes"). If you or your Child sign up to any other products or services, we will also use your Personal Data for applicable Purposes. The Child's Parent has given us permission to collect, use, and share the Child's personal data for these Purposes.

## **11. GENERAL**

### Disclosures

- 11.1 The Bank's rights under these Terms shall be in addition to and without prejudice to other rights of disclosure available under any other terms or conditions, the Banking Act 1970 (as may be amended and substituted from time to time), and any Applicable Law, and nothing in these Terms is to be read as limiting any of these other rights.
- 11.2 The Child agrees and understands that where the Child's written permission is required by law or otherwise for any disclosure by the Bank, the signing of the application form for any OCBC MyOwn Account or OCBC MyOwn Debit Card, the signing of any OCBC MyOwn Debit Card, and/or the usage of any OCBC MyOwn Account, OCBC MyOwn Debit Card, or the OCBC MyOwn Services shall constitute and be deemed to be sufficient written permission for such disclosure.

### Conflict

- 11.3 In the event of any conflict, discrepancy, 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, discrepancy, or inconsistency:
- (a) Section A of these Terms;
  - (b) Section B of these Terms;
  - (c) any translation of these Terms other than the English version; and
  - (d) the Bank's prevailing terms and conditions governing:



- (i) (in relation to the OCBC MyOwn Account) accounts, including without limitation the OCBC Deposit Terms and the Applicable Pricing Guide;
- (ii) (in relation to the OCBC MyOwn Debit Card) debit cards, including without limitation the OCBC Debit Cardmembers Agreement and the OCBC Debit Card Declaration and Agreement;
- (iii) (in relation to the OCBC MyOwn Services) electronic services, including without limitation the OCBC Electronic Banking Terms; and
- (iv) (in all cases) the relevant matters, including without limitation any other terms and conditions that may apply to the Child's use of the OCBC MyOwn Account, OCBC MyOwn Debit Card, OCBC MyOwn Services, and/or the related services provided in connection therewith, including without limitation the OCBC PayNow Terms.

#### Amendments

- 11.4 The Bank may at any time at its discretion and upon written notice to the Child or the Parent, change any of these Terms. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice. However, in certain cases, including without limitation, changes for administrative or clarification purposes, addition of terms and conditions pertaining to new products and services, or time sensitive situations or situations which are not practicable for notice, the Bank is not obliged to give prior notice.
- 11.5 If the Child or Parent accesses or uses an OCBC MyOwn Account or the related products or services after such notification, the Child and Parent shall be deemed to have agreed to and accepted the amendments. If the Child or Parent does not accept any such amendments, the Child and Parent must stop accessing or using any OCBC MyOwn Account, OCBC MyOwn Debit Card, and OCBC MyOwn Services, and promptly instruct the Bank to close the Child's OCBC MyOwn Account.
- 11.6 Force majeure. The Bank shall not be responsible for delays or failures, resulting at least in part from acts beyond the Bank's reasonable control and without the Bank's fault or negligence, in (a) the performance of the Bank's obligations hereunder, (b) executing any instructions, or (c) providing any services to the Child or Parent. 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/or similar occurrences.
- 11.7 No third party rights. Save for the Bank, a person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.
- 11.8 Governing law and jurisdiction. These Terms shall be governed and construed in all respects in accordance with the laws of the Republic of Singapore but in enforcing these Terms the Bank shall be at liberty to initiate and take actions or proceedings or otherwise against the Child or the Parent in the Republic of Singapore or elsewhere as the Bank thinks appropriate, and the Child and the Parent each agree that where any actions or proceedings are initiated and taken in the Republic of Singapore, they shall submit to the jurisdiction of the Courts of the Republic of Singapore in all matters connected with the obligations and liabilities under or arising out of these Terms.

## 12. DEFINITIONS AND INTERPRETATION

12.1 In these Terms, the following words and expressions shall have the following meanings unless the context otherwise requires:

|  |  |
|--|--|
| <b>Applicable Law</b>                            | includes any applicable law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other instrument, including any subsidiary legislation, regulations and any codes of practice, standards of performance, advisories, guidelines, frameworks, or written directions issued thereunder, in each case as amended, consolidated, re-enacted or replaced from time to time.  |
| <b>Applicable Pricing Guide</b>                  | means the: <ul style="list-style-type: none"> <li>(a) the OCBC Personal Banking Pricing Guide available at <a href="https://www.ocbc.com/iwov-resources/sg/ocbc/personal/pdf/help-and-support/general/personal-banking-pricing-guide.pdf">https://www.ocbc.com/iwov-resources/sg/ocbc/personal/pdf/help-and-support/general/personal-banking-pricing-guide.pdf</a> or via such other means as the Bank may designate, and as may be amended from time to time;</li> <li>(b) the OCBC Fees &amp; Charges for Debit Cards available at <a href="https://www.ocbc.com/iwov-resources/sg/ocbc/personal/pdf/help-and-support/cards/debitcard-fee-charge.pdf">https://www.ocbc.com/iwov-resources/sg/ocbc/personal/pdf/help-and-support/cards/debitcard-fee-charge.pdf</a> or via such other means as the Bank may designate, and as may be amended from time to time; and</li> <li>(c) any and all fees applicable in connection with these Terms as may be notified to the Child or the Parent from time to time, including without limitation via the OCBC MyOwn Services.</li> </ul> |
| <b>Loss or Losses</b>                            | includes all losses, settlement sums, costs (including legal fees and expenses on a solicitor-client basis), penalties, fines, charges, fees, expenses, actions, proceedings, damages, claims, demands and other liabilities, whether foreseeable or not.  |
| <b>OCBC Automatic Standing Instruction Terms</b> | means the Terms and Conditions Governing Automatic Standing Instruction available at <a href="https://www.ocbc.com/iwov-resources/sg/ocbc/personal/pdf/accounts/tcs-governing-automatic-standing-instruction.pdf">https://www.ocbc.com/iwov-resources/sg/ocbc/personal/pdf/accounts/tcs-governing-automatic-standing-instruction.pdf</a> or via such other means as the Bank may designate, and as may be amended from time to time  |
| <b>OCBC Data Protection Policy</b>               | means the Data Protection Policy accessible at: <a href="https://www.ocbc.com/personal-banking/policies">https://www.ocbc.com/personal-banking/policies</a> .  |
| <b>OCBC Debit Card Declaration and Agreement</b> | means the OCBC Debit Card Declaration and Agreement available at <a href="https://www.ocbc.com/assets/pdf/cards/declaration_and_agreement_for_ocbc_debit_card.pdf">https://www.ocbc.com/assets/pdf/cards/declaration_and_agreement_for_ocbc_debit_card.pdf</a> or via such other means as the Bank may designate, and as may be amended from time to time.   |
| <b>OCBC Debit Cardmembers Agreement</b>          | means the OCBC Debit Cardmembers Agreement available at <a href="https://www.ocbc.com/assets/pdf/cards/dc_agreement.pdf">https://www.ocbc.com/assets/pdf/cards/dc_agreement.pdf</a> or via such other means as the Bank may designate, and as may be amended from time to time.  |
| <b>OCBC Deposit Terms</b>                        | means the OCBC Deposit Account Terms and Conditions available at <a href="https://www.ocbc.com/personal-banking/terms-and-conditions/terms-and-conditions">https://www.ocbc.com/personal-banking/terms-and-conditions/terms-and-conditions</a>   |

[conditions-governing-deposit-accounts](#) or via such other means as the Bank may designate, and as may be amended from time to time.

|                                      |   |
|--------------------------------------|---|
| <b>OCBC Electronic Banking Terms</b> | means the OCBC Electronic Banking Terms and Conditions available at <a href="https://www.ocbc.com/personal-banking/terms-and-conditions/terms-and-conditions-governing-electronic-banking-services">https://www.ocbc.com/personal-banking/terms-and-conditions/terms-and-conditions-governing-electronic-banking-services</a> or via such other means as the Bank may designate, and as may be amended from time to time. |
| <b>OCBC Group</b>                    | 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.  |
| <b>OCBC MyOwn Account</b>            | has the meaning given to it in Clause 1.1.  |
| <b>OCBC MyOwn Debit Card</b>         | has the meaning given to it in Clause 2.1.  |
| <b>OCBC MyOwn Services</b>           | has the meaning given to it in Clause 3.1.  |
| <b>OCBC MyOwn Terms for Parents</b>  | has the meaning given to it in paragraph 24 of the Introduction.  |
| <b>OCBC PayNow Terms</b>             | means the OCBC PayNow Terms and Conditions available at <a href="https://www.ocbc.com/personal-banking/terms-and-conditions/terms-and-conditions-governing-paynow">https://www.ocbc.com/personal-banking/terms-and-conditions/terms-and-conditions-governing-paynow</a> or via such other means as the Bank may designate, and as may be amended from time to time.   |
| <b>Parent</b>                        | has the meaning given to it in paragraph 24 of the Introduction.  |
| <b>Personal Data</b>                 | means any data, whether true or not, about an individual who can be identified from that data alone, or from that data and other information which an organisation has or is likely to have access  |

## 12.2 In these Terms:

- (a) all references to any exercise of discretion or judgment by the Bank, the making of a determination or designation by the Bank, the application of the Bank's discretion or opinion, the granting or withholding of the Bank's consent or approval, the consideration by the Bank of whether any matter or thing is satisfactory or acceptable, or as to its quality, or any decision to be made on the Bank's part, shall be at the Bank's sole and absolute opinion and discretion, and shall be final and conclusive and binding on the Child and the Parent;
- (b) a reference to a statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before or after the date of these Terms;

- (c) "written" and "in writing" shall include any means of visible reproduction, "other" and "otherwise" are not to be construed ejusdem generis with any foregoing words, and whenever the words "include", "includes" or "including" are used in these Terms, they shall be deemed to be followed by the words "without limitation", and references to "Clauses" are to the clauses of these Terms;
- (d) the headings are for convenience only and shall not affect the construction of these Terms.

## **SECTION B: ADDITIONAL FEATURES**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 This Section B shall apply in addition to and does not restrict the operation of Section A of these Terms.
- 1.2 In this Section B, the following words and expressions shall have the following meanings, unless the context otherwise requires:

**Referral Programme** has the meaning given to it in Clause 2.1 of Section B.

### **2. REFERRALS**

- 2.1 The Bank may, from time to time, allow the Child to participate in a referral programme where the Child may receive rewards if they meet certain criteria, subject to such terms and conditions as the Bank may specify ("**Referral Programme**"). The terms of the current Referral Programme and further details of the programme mechanics can be found at <https://www.ocbc.com/personal-banking/deposits/myown-account> or by such other means as the Bank may designate, and as may be updated from time to time.
- 2.2 By participating in any such Referral Programme, the Child agrees that:
  - (a) the Child does so at the Child's own risk and the Bank shall not be liable for any injury, Loss, or damage whatsoever, whether direct or indirect, arising from or in connection with the Referral Programme;
  - (b) the Bank may discontinue the Referral Programme and/or amend the applicable terms and conditions without letting the Child know before doing so, or being liable to the Child;
  - (c) if there is any inconsistency between these Terms and any information, brochure, marketing or promotional material relating to the Referral Programme, these Terms shall prevail;
  - (d) the Bank may at any time substitute the relevant reward with any other reward of similar value;
  - (e) the Bank's decision on all matters regarding the Referral Programme is final including whether the Child is eligible to participate in the Referral Programme, whether the Child meets the criteria for the relevant reward and whether the person referred by the Child is eligible for the Referral Programme;

- (f) the Child shall comply with Applicable Law, including the Personal Data Protection Act 2012, the Spam Control Act 2007, and the Protection from Harassment Act 2014; and
- (g) the Child shall not do referrals by sending messages to telephone numbers or addresses obtained: (1) using any automated means that generates possible telephone numbers or addresses by combining numbers into numerous permutations; and/or (2) through use of software that is specifically designed or marketed for use for (A) searching the Internet for telephone numbers or addresses and (B) collecting, compiling, capturing or otherwise harvesting those telephone numbers or addresses;
- (h) the Child and Parent each consent to the Bank disclosing the Child's name, [the status of any referral involving the Child], and other information relating to such referral to any person referring the Child or referred by the Child and such person's parents and/or lawful guardians (as applicable).

### **3. OTHER REWARDS PROGRAMMES AND PRIVILEGES**

- 3.1 The Child may, subject to these Terms, be eligible to participate in or enjoy certain privileges and/or such other rewards programmes as the Bank may decide from time to time, but only if the Bank designates such privileges and/or programmes to be applicable to the OCBC MyOwn Account and/or OCBC MyOwn Debit Card (as applicable). The Child acknowledge and agree that by participating in or enjoying any such privileges and/or rewards programme, the Child shall follow the terms and conditions governing the privileges and/or rewards programme as may apply.

### **4. IMPORTANT INFORMATION**

#### **4.1 OUTSOURCING CLAUSE**

The Bank has the right to delegate, outsource, sub-contract or otherwise appoint other members of the OCBC Group or third party whether within or outside Singapore (including that such members of the OCBC Group or third party may further delegate, outsource, sub-contract or otherwise appoint any other person) to perform any part of our business operations on such terms as the Bank in its sole discretion deems fit. The Bank shall be entitled to harness, inter alia, data processing and technology infrastructure support services to enhance the Bank's suite of products and services and improve productivity within the Bank, its branches, subsidiaries and affiliates across the countries in which it operates.

#### **4.2 Deposit Insurance Scheme**

Singapore dollar deposits of non-bank depositors and monies and deposits denominated in Singapore dollars under the Supplementary Retirement Scheme are insured by the Singapore Deposit Insurance Corporation, for up to S\$100,000 in aggregate per depositor per Scheme member by law. Monies and deposits denominated in Singapore dollars under the CPF Investment Scheme and CPF Retirement Sum Scheme are aggregated and separately insured up to S\$100,000 for each depositor per Scheme member. Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured.