

Terms and Conditions of UOB Personal Internet Banking and UOB Mobile Services

This document sets out the general terms and conditions of our Personal Internet Banking and Mobile Services which will apply to the Accounts and Services we provide to you from time to time. These terms and conditions are binding on you therefore it is important that you read and understand this document. Please refer to clause 11 (Meaning of Words) for the definitions of some of the words used in this document.

Please contact the UOB Call Centre at 1800 222 2121 (toll free if calls are made from within Singapore) if you need any assistance.

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1. **THESE TERMS**

- 1.1 The terms and conditions set out herein (“these Terms”) apply every time you access and use the Services.
- 1.2 These Terms supplement, are additional to and are to be read together with:
- (a) our Terms and Conditions Governing Accounts and Services that apply to individual customers (please access and read the same **here**);
 - (b) our Legal Notices (please access and read the same **here**);
 - (c) our Privacy and Security Terms (please access and read the same **here**);
 - (d) the terms and conditions for the Services found on our application form;
 - (e) the terms and conditions governing the specific product or service offered by us alone or by us together with third parties; and
 - (f) the terms and conditions of any other document or agreement governing your relationship with us.
- (a) to (f) above are collectively known as the “Other Terms”.
- 1.3 If there is any conflict or inconsistency between these Terms and the Other Terms, these Terms shall apply over the Other Terms to the extent necessary to give effect to these Terms.
- 1.4 If you do not accept these Terms, please stop accessing and using the Services immediately.

2. **REGISTRATION AND ELIGIBILITY**

- 2.1 To register for the Services, you must provide us with true, accurate and complete information and must promptly notify us of any change in the information provided. You will be solely responsible for the consequences of us acting or not acting on any inaccurate, incomplete, garbled, illegible or outdated information that you provide us.
- 2.2 We reserve the right to reject any application to register for the Services.
- 2.3 By clicking on an “I AGREE”, “I CONSENT” or other similarly worded button or entry field, you are deemed to have read, understood and accepted all these Terms and the Other Terms.

3. **USE OF THE SERVICES**

3.1 **Security/Confidentiality**

(a) Username and Password

You must take all precautions to safeguard and keep your Username and Password confidential to prevent fraudulent or unauthorised access to your Accounts and/or use of the Services.

(b) Device

- (i) The Device shall remain our exclusive property and you must return the same to us on demand.
- (ii) You must take all precautions and reasonable care to prevent loss, theft, fraudulent or unauthorised use of the Device including not allowing anyone else to use it.

(c) Reporting

You must make a report to us as soon as possible when you:

- (i) suspect or become aware that your Password and/or the Device is lost, stolen, misused or tampered with;
- (ii) suspect that someone else knows your Username and/or Password; or
- (iii) suspect or become aware that there has been unauthorised access to or use of your Username, Password and/or the Device.

(d) Responsibility for any loss/damage

You agree that we shall not be liable for any loss or damage arising from loss, theft, unauthorised use, misuse or tampering of your Username, Password or the Device or any defect, default, deficiency, malfunction, interference or any consequence arising as a result of your failure to comply with clause 3.1(a) to (c) above or any other security measures to be undertaken by you pursuant to the Other Terms.

3.2 Authorisation

- (a) All instructions given or transactions effected via the Services through the use of your Username, Password and/or the Device are irrevocable and binding on you.
- (b) We will deal with any instruction given by you according to our usual business practice. We do not guarantee that an instruction will be carried out within a particular time frame or in any particular order. If we receive your instructions after the time or deadline we set for transactions for any particular day, we may not carry out the instructions until the next Business Day.

3.3 Account Opening

- (a) You agree that any new Account(s) opened by you via the Services shall be governed by our Terms and Conditions Governing Accounts and Services that apply to individual customers.
- (b) You may choose to use the specimen signature of an existing Account as the specimen signature for the new Account(s) opened via the Services.

4. NO WARRANTY ON LINKS AND USE OF AGENTS, CONSULTANTS AND SUB-CONTRACTORS

We may provide links to other websites, software and mobile applications (“Third Party Links”) and may make use of agents, consultants and sub-contractors to provide the Services. We do not guarantee the contents of the Third Party Links and shall not be responsible or liable for any loss or damage howsoever arising in connection with what you do via the Third Party Links or with any aspect of the Services provided by the agents, consultants and sub-contractors.

5. LIMITATION OF LIABILITY

In addition to clause 22 (General Exclusion of Liability) of our Terms and Conditions Governing Accounts and Services that apply to individual customers:

- (a) we will use reasonable efforts to ensure that the Services are operated and managed properly; and
- (b) other than UOB, no other person, firm, corporation or other legal entity (including our employees, agents and/or independent contractors) is or shall be deemed to be liable for any loss or damage of any kind arising from or in connection with the Services.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The copyright in and to the contents of the Services (except for information pertinent to your Account(s) or information personal to you in your capacity as our customer) is owned by or licensed for use by UOB. No part of the contents may be reproduced, distributed, published, modified, displayed, broadcast, hyperlinked or transmitted in any manner or by any means or stored in an information retrieval system without our prior written consent.
- 6.2 The trademarks, service marks, graphics, devices and logos displayed on the Services are our sole and exclusive property or that of other relevant third parties. No right or license is given to you for any reproduction or use of any such trademark, service mark, graphic, device and logo.

7. **MISCELLANEOUS**

7.1 **Impairment of Terms**

If any of these Terms is invalid, unlawful or unenforceable under the laws of any country, it shall not affect or impair the validity, legality or enforceability of the rest of these Terms and/or these Terms under the laws of any other country.

7.2 **Variation**

(a) You agree that these Terms may be changed from time to time. If we change or add a term or condition to these Terms, we will notify you in accordance with our usual practice and the change or addition will take effect on the date specified in the notice.

(b) If you do not accept the change or addition to these Terms, you must stop accessing and using the Services and, as soon as possible, terminate your access and use of the Services. If you continue to access and use the Services after the change or addition takes effect, you will be deemed to have accepted the change or addition without reservation.

7.3 **Waiver**

Any failure or delay by us in exercising or enforcing any right we have under these Terms does not operate as a waiver of and does not prejudice or affect our right subsequently to act strictly in accordance with our rights.

7.4 **Force Majeure**

(a) In the event we are unable to observe or perform any of these Terms due to or caused by events beyond our control or events which we cannot reasonably be expected to prevent or avoid, we shall be excused from performing these Terms for the duration of the disabling event. UOB shall not be liable for any delay, loss, damage or inconvenience caused or arising from or in connection with the disabling events.

(b) Examples of such events include but are not limited to equipment, system or transmission link malfunction or failure, fire, flood, explosion, acts of elements, acts of God, acts of terrorism, wars, accidents, epidemics, strikes, lockouts, power blackouts or failures, labour disputes or acts, demands or requirements of governments.

7.5 **English Version to Prevail**

If we decide to provide these Terms in a language other than English and there are differences in meaning between the English version and the translation, the meaning in the English version shall prevail.

8. **THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

Unless we expressly state so, a person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce or enjoy the benefit of any of these Terms.

9. **MONEY LAUNDERING ETC**

We may take any action we consider appropriate to comply with the laws and regulations of Singapore and other jurisdictions concerning money laundering, terrorist financing and the provision of financial and other services to persons, entities or countries sanctioned or named under those laws and in so doing, we will not be liable for any direct, indirect or consequential loss or damage including loss of profit or interest suffered by any party.

10. **GOVERNING LAW AND JURISDICTION**

10.1 These Terms are governed by and interpreted according to the laws of Singapore. You agree to irrevocably submit to the exclusive jurisdiction of the courts of Singapore which means that legal proceedings against us can only be brought in the courts of Singapore.

10.2 This clause does not limit our right to bring legal proceedings in any country and to take concurrent legal proceedings in more than one country.

11. **MEANING OF WORDS**

Accounts mean all the eligible linked accounts that you now or hereafter have with UOB in respect of which UOB allows transactions to be performed electronically through the Services, and from which funds may be applied in connection with the access and use of the Services.

Business Day means any day on which we are open for business in Singapore and excludes Saturdays, Sundays, public holidays, bank holidays or such other days that we may declare.

Device means any security device we issue to and designate for use by you to access the Services.

Equipment means any compatible electronic, wireless, communication, transmission or telecommunications equipment, device or medium including but not limited to the Internet, any computer or mobile equipment, device, terminal or system which may be required to access and use the Services.

Mobile Services mean the banking services and/or products we offer from time to time through the medium of a mobile Equipment that enables you to access your Account(s) and/or effect banking and/or other transactions electronically. You can view our full range of mobile banking services and/or products [here](#).

Password means any personal identification number, word, phrase, symbol, code or other identification (electronic or otherwise) that is needed for:

- (a) access and use of any Account or Service;
- (b) the operation of any Device; and/or
- (c) identification of the user of the Services.

Password includes one-time passwords (“OTP”) and response codes generated by any Device.

Personal Internet Banking means the personal internet banking services and/or products we offer from time to time through any Equipment that enables you to access your Account(s) and/or effect banking and/or other transactions electronically. You can view our full range of personal internet banking services and/or products [here](#).

Services mean the UOB Personal Internet Banking and UOB Mobile Services.

UOB/we/our/us mean United Overseas Bank Limited and/or Far Eastern Bank Limited, as the case may be, and shall include its successors and assigns.

Username means the personal identification name, number, character or combination of any of these which identifies the registered user of the Services.

you/your means the registered user of the Services.

Please note that words importing singular includes the plural and vice versa.