

Terms and Conditions Governing the Application for FAST Credit Transfer

The application of FAST Credit Transfer (the "Application") is made subject to the following terms and conditions:

1. United Overseas Bank Limited (the "Bank") may use without liability for their acts or defaults, any correspondent or agent to effect a FAST Credit Transfer payment instruction. All references to "correspondent" or "agent" in the terms and conditions herein shall include any of the Bank's branches.
2. Unless otherwise agreed by the Bank, all payment instruction is not revocable. Payment instruction will be processed subject to the rules, regulations and market practices of the country where or through which payment is to be made.
3. The Applicant shall ensure the accuracy and completeness of the information provided in the Application including the beneficiary's/payee's account numbers. The Bank will not validate the accuracy of the beneficiary's/payee's account number and beneficiary's/payee's name as this information is not available to the Bank.
4. The Bank and the beneficiary's/payee's institution will process the payment instruction based solely on beneficiary's/payee's account number provided in the Application. The beneficiary's/payee's name provided in the Application is for reference only. The Bank shall not be liable for the funds transferred to a wrong account number and/or beneficiary/payee.
5. The Bank may refuse to process the payment instruction if the funds in the Applicant's account are insufficient and charges may apply and will be debited from the Applicant's account.
6. Neither the Bank nor any of its correspondents or agents shall be liable for any liability, loss, damage, cost and/or expenses whatsoever due to:
 - a. erroneous or incomplete information having been given to the Bank;
 - b. unavailability of good funds or insufficient funds;
 - c. delays or faults of any kind in the funds transfer or payment instruction, or in any message or instruction by mail, facsimile, telegraph or cable;
 - d. delay or error in or failure in locating or identifying the beneficiary/payee;
 - e. delay or error in crediting by the beneficiary's/payee's institution to the beneficiary's/payee's account;
 - f. refusal or inability of the operator of the services or beneficiary's/payee's institution to effect payment to the beneficiary/payee by reason of any law, regulations, guidelines, court orders, directives, act or decree of any government or regulatory authorities;
 - g. any other cause or reason whatsoever beyond the Bank's and its correspondents' or agents' control.
7. The Applicant consents to the Bank, its officials, employees, correspondents and agents disclosing any information regarding the Applicant's particulars, the Application, the subject matter thereof and the Applicant's accounts and affairs (including but not limited to the Applicant's name, account number/unique reference number, address, unique identification number and/or date and place of birth) as the Bank shall deem appropriate for the purpose of processing the payment instruction, any investigation relating to the Application made herein, any transaction connected therewith and/or towards compliance with law, regulations, guidelines, directives and/or such other requirements of governmental or regulatory authorities.
8. The Bank reserves the right to reject the Application without having to furnish any reason for doing so.
9. Any fee and charges will be debited from the Applicant's account (please refer to the Bank's website at uob.com.sg for the applicable fees and charges). The Bank reserves the right to revise any fee and charges from time to time without prior notice.
10. There may occur an event relating to specific laws, sanctions, orders, directives and regulations imposed and enforced against certain jurisdictions, individuals or entities by the United Nations, the United States of America, the European Union or other governmental or regulatory authorities, where under these measures, the Bank and/or any other parties may be unable to proceed with the payment instruction or accept the funds transfer which may involve a breach of these laws, sanctions, orders, directives and/or regulations. In this regard, the Applicant agrees that the Bank is not liable or responsible for any liability, loss, damages, costs, charges and/or expenses arising out of or in relation to the occurrence of such an event.
11. In the event that the Application is cancelled or the funds transferred is not accepted, rejected or returned pursuant to clause 10 above, the Bank will only credit the refunds to the Applicant's account upon the Bank's receipt of confirmation from the beneficiary's/payee's institution that the funds transferred are at the Bank's free disposal. Refunds are made subject to payment of the Bank's fees and charges, if any. The Applicant shall be liable for all losses, costs, expenses resulting therefrom.
12. The Applicant agree to indemnify the Bank from and against all claims, demands, actions, proceedings, losses, damages, charges and expenses, including legal costs, on an indemnity basis arising from the Bank's acceptance of the Application and actions taken in connection therewith
13. The terms and conditions herein are subject to the laws of Singapore and the Applicant submits to the non-exclusive jurisdiction of the Courts of Singapore.
14. The Bank reserves the right to add, alter, vary and modify any or all of the terms and conditions herein at any time at its discretion without any notice.