

Terms and Conditions for Autopay Services

In consideration of United Overseas Bank Limited, Hong Kong Branch (incorporated in Singapore with limited liability)(the "Bank") agreeing at the request of the Customer to accept and act upon instructions or information from the Customer by or via one or more of the following channels:

- in the form of electronic files which have been prepared by the Customer for direct input; and/or
- online transmission from or via Business Internet Banking and/or other Internet channels or online submission facilities whether provided by the Bank or by a third party as may be accepted by the Bank (collectively, the 'Input') to effect payments from the Customer's account(s) and/or debit or arrange the debiting of accounts with amounts which the Customer advises are due to him/her and to transfer such amounts to the Customer's account(s) through the Autopay system; and/or
- in the form of paper instruction which have been prepared by the Customer; The

Customer hereby acknowledges, accepts, agrees and undertakes as follows:

1. The Autopay Services is numerically based system and that the Bank shall be under no obligation to check that the name of any account holder/beneficiary (as provided in the Input) is identical to the name of any account holder according to its records and confirms that a transfer to or from (as the case may be) an account having the same number as that given in the Input shall constitute good and complete compliance by the Bank with the Input.
2. The Customer is solely responsible for the accuracy and completeness of any Input prepared or arranged by the Customer and that the Bank shall be under no obligation to check or verify the same and that the Bank accepts no responsibility or liability in respect thereof.
3. The Customer is responsible for ensuring the security of its own computing and communication equipment in accordance with good computer practice and that the Bank accepts no responsibility or liability thereof.
4. The Customer accepts that Input sent to the Bank via online transmission cannot be guaranteed to be secure or error free as they can be intercepted, corrupted, lost, arrive late or contain viruses. The Customer acknowledges and accepts that the Bank does not have any liability for any errors or omissions in, or late or failure of arrival or receipt of, any Input via online transmission.
5. The Customer accepts that the Bank is not responsible and does not accept any liability for any error or omission in, or loss or late of failure of arrival of, any Input delivered to the Bank via or from any online submission facility or other Internet channels not provided by the Bank.
6. The Customer warrants and represents to the Bank that any Input will be virus-free and accepts that the Bank shall have no responsibility or liability for any delay or inability to process the Input as a result of any virus.
7. The Bank shall act on any Input on the value date specified by shall not be liable for any loss, damage or expense or consequential loss, damage or expense suffered by the Customer by virus of any delay in acting on any Input, or for any inability to act as a result of any Input being unclear or incomplete, or the Customer having failed to submit the Input by the cut-off time specified by the Bank from time to time. If the value date is a day which is not a business day, the next business day after such day will be treated as the value date. The reference to "business day" means a day, other than a Saturday, Sunday or public holiday, on which banks are open for general business in Hong Kong.
8. The Bank will act on any Input before opening of business on the value date specified in the Input. The Bank is not obliged to but may act on any Input if, at the time, any credit balance standing to the account to be debited is insufficient or if the overdraft created or increased by any payment will exceed the amount acceptable to the Bank. The Bank is not responsible or liable for any delay or refusal to act on any Input in such circumstances and the Customer is liable for any resulting overdraft or amount owed to the bank as a result of the Bank acting on any Input in such circumstances.
9. The Bank shall not be obliged to accept any cancellation or variation of any Input after the value date specified or if it considers it has insufficient time to act.
10. The Customer represents and warrants that all necessary arrangements have been made in respect of any Autopay collections and that the Bank may admit, compromise or reject any claim made against the Bank by any account holder whose account is debited as a result of any collection and may debit the Customer's account(s) with the Bank with the amount of any claim admitted or compromised as the Bank shall in its absolute discretion decide.
11. The Customer represents and warrants that the Customer has obtained all necessary consents from any account holders / beneficiaries for any transfer or release of personal data to the Bank in order for the Bank to provide the Autopay Services.
12. The Customer shall indemnify and keep the Bank indemnified of and hold the Bank harmless against any actions, proceedings, liabilities, claims, losses, damages, costs and expenses howsoever arising directly or indirectly out of or in connection with the Bank accepting and acting upon any Input or with any breach by the Customer of any terms, representation or warranty herein or in any terms and conditions applicable to the services referred to in paragraph 13 below.
13. The terms and conditions herein are without prejudice and in addition to any terms and conditions contained in any other documents which the Customer has entered into or will be entering into regarding the Autopay Services, the Bank's Business Internet Banking service. The Customer understand that in case of transmission of Input via Business Internet Banking, the Customer must subscribe for the Business Internet Banking service on the terms and conditions applicable hereto but that all the terms and conditions herein apply accordingly.
14. The Customer hereby authorizes the Bank to debit its account with any charges in respect of the Autopay Services in accordance with the rates published by the Bank from time to time.
15. The Bank may in its absolute discretion terminate this Agreement or de-activate or revoke the Autopay Services at any time without prior notice or liability to the Customer. Without prejudice to the foregoing, the Bank shall be entitled (but is not obliged) to terminate the Autopay Services upon the termination or closure of any of the Accounts. The customer may only terminate the Autopay Services upon the giving of one month's notice in writing to the Bank.
16. The Bank may amend, vary or supplement any terms or conditions of the Autopay Service by giving 30 days' notice thereof to the Customer by display, advertisement or any means that the Bank deems fit, and any such amendment, variation or supplement shall take effect as between the Customer and the Bank as from the date specified in such notice or in the absence thereof as from the date of such notice.
17. The Customer agrees that the person(s) from time to time authorized by the Customer to operate the Customer's account mentioned in the application form for the Autopay Service pursuant to the account mandate in respect thereof from time to time given to the bank is/are authorised to give the Bank instructions on the Customer's behalf for the implementation or Autopay Services.
18. These terms and conditions are governed by and shall be construed in accordance with the laws of the Hong Kong SAR.
19. If there are differences in meaning between the English version and any translation of any terms and conditions hereof, the English version shall prevail.