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## Terms and Conditions for Beneficiary Payment Advice Service

### 1. Definition and Interpretation

Unless otherwise defined under these Terms and Conditions or unless the context otherwise requires, capitalised words and expressions shall have the same meaning as those used in the File Transfer Service Agreement and/or UOB Business Internet Banking Service Agreement (as may be the case).

“Beneficiary” means the person referred to as such by the Customer in the Bank’s prescribed form.

“Customer” refers to the person availing of the Payment Advice Service, its successors-in-title and assigns.

“Payment Advice” refers to the information indicated by the Customer in the Bank’s prescribed form, whether electronically or otherwise, to be forwarded to the Beneficiary.

“Payment Advice Service” refers to the Bank’s service of forwarding Payment Advice to the Beneficiary through electronic mail (“e-mail”).

“Hong Kong” refers to Hong Kong Special Administrative Region.

### 2. Customer Authorisation

By completing and uploading the Bank’s prescribed form from time to time:-

- (a) The Customer requests and authorises the Bank to send the Payment Advice by e-mail through the e-mail gateway of the Bank to the Beneficiary at the e-mail address provided by the Customer in the Payment Advice;
- (b) The Customer expressly consents to the Bank disclosing all the information in the Payment Advice to the recipient of the Payment Advice;
- (c) The Customer expressly consents to the Bank disclosing the information in the Payment Advice pursuant to lawful requests or in compliance with applicable laws or when the Bank believes it is necessary to comply with the law, to protect its interests or property, to prevent fraud or other illegal activity perpetrated through the Payment Advice;
- (d) The Customer authorises the Bank to make such copies of and/or use the Payment Advice as it deems necessary in connection with the provision of the Payment Advice Service and for the protection of the interest of the Bank.

### 3. Customer’ Responsibilities

3.1 The Customer acknowledges and accepts the following:-

- (a) communications by e-mail cannot be guaranteed to be secure or error-free as there is a risk that information contained in an e-mail and any attachment thereto,

including potentially confidential information, may be intercepted, corrupted, lost, destroyed or delayed in transmission;

- (b) the Bank does not warrant that any e-mail or any attachment thereto which it sends out will be free of viruses, worms or other harmful components;
- (c) the Customer shall at all times remain responsible for the content of the Payment Advice;
- (d) the Bank may, but is not obliged to, review the Payment Advice and may decide in its absolute discretion not to forward the Payment Advice to the Beneficiary;
- (e) the production by the Bank of the Payment Advice in the form sent out by it shall constitute conclusive proof of the forwarding of the Payment Advice Service irrespective of whether the Payment Advice was received;
- (f) the Bank is neither required to verify whether the Payment Advice has been received nor required to inform the Customer in the event of an unsuccessful transmission of the Payment Advice.

### 3.2 The Customer undertakes and warrants as follows:-

- (a) the Customer shall not include in the Payment Advice any information which is knowingly false and/or defamatory, inaccurate or any information that would constitute, encourage or provide instructions for a criminal offence, violate the rights of any party, or that would otherwise create liability or violate any applicable laws and regulations;
- (b) the Customer shall not upload or cause to be transmitted through the Payment Advice any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

## 4. Indemnity

4.1 Without prejudice to anything contained in other applicable terms and conditions and agreements, the Bank shall not be liable in any manner whatsoever for any loss liability claim damages cost or expense, including without limitation direct, indirect, special or consequential damage or economic loss arising from or in connection with:-

- (a) any use of the Payment Advice Service by the Customer
- (b) any loss or abuse or unauthorised or inadvertent disclosure of information contained in the Payment Advice, including customer information;
- (c) any error or failure in the transmission of the Payment Advice, any inaccurate, garbled or incomplete Payment Advice that might be transmitted or any delay in the transmission of the Payment Advice,

even if the Bank or its agents or employees had been advised of the possibility of such loss liability claim damage cost and/or expense. This exclusion shall take effect to the fullest extent permitted by law.

4.2 The Bank does not guarantee that the Payment Advice will be transmitted or received in the form submitted or be received by the Beneficiary. Consequently, the Bank shall have no liability whether in contract, tort or otherwise for any direct, indirect or consequential loss or damage which may be suffered in connection with the sending and/or receipt of the

Payment Advice by e-mail.

- 4.3 In addition and without prejudice to any other right or remedy of the Bank (under these terms and conditions or otherwise), the Customer shall indemnify and hold the Bank harmless with respect to any claim loss liability or damage arising from or in connection with the availment of the Payment Advice Service by the Customer or the transmission of the Payment Advice by the Bank.

## **5. Termination of Payment Advice Service**

The Bank shall be entitled in its absolute discretion to suspend and/or terminate the Payment Advice Service at any time without notice and provision of a reason to the Customer.

## **6. Terms and Conditions Supplemental**

- 6.1 Where applicable, these terms and conditions are supplemental to and shall be read together with the UOB Business Internet Banking Service Agreement (“BIB Agreement”) and where referred to in the BIB Agreement:

- (a) “Instruction” shall include a reference to the Customer’s request to the Bank to forward the Payment Advice to the Beneficiary;
- (b) “Service” shall include a reference to the Payment Advice Service.

- 6.2 Where applicable, these terms and conditions are supplemental to and shall be read together with the File Transfer Service Agreement (“FTS Agreement”) and where referred to in the FTS Agreement:

- (a) “Customer’s Instruction” shall include a reference to the Customer’s request to the Bank to forward the Payment Advice to the Beneficiary;
- (b) “new service” shall include a reference to the Payment Advice Service.

## **7. Miscellaneous**

- 7.1 The Bank may amend, vary or supplement these terms and conditions by giving notice to the Customer by any means that the Bank deems fit, and any such amendment, variation and 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.
- 7.2 If any of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect, the same shall not affect the legality, validity or enforceability of any other term or condition.
- 7.3 No failure to exercise or enforce and no delay in exercising or enforcing on the part of any Bank of its rights under any of these terms and conditions shall operate as a waiver thereof nor shall it in any way prejudice or affect the right of the Bank afterwards to act strictly in accordance with the powers conferred on the Bank under such terms and conditions.

- 7.4 The Customer agrees not to dispute the validity, accuracy or authenticity of any evidence of Instructions and communications transmitted electronically between the parties, including such evidence in the form of the Bank's computer records of transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of information storage.
- 7.5 The Customer also agrees to refer to and to treat all such records or logs, tapes, cartridges, computer printouts, copies or any other form of information storage as conclusive evidence of all Customer Instructions and other communications received or sent by the Bank. The Customer further agrees that all such records shall be binding upon the Customer and that the Customer will not be entitled to dispute the validity or authenticity of the same.

## **8. Governing Law and Jurisdiction**

- 8.1 These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong.
- 8.2 The Customer submits to the non-exclusive jurisdiction of the courts of Hong Kong with respect to any legal proceedings which may be initiated in connection with these terms and conditions.
- 8.3 Service of any process or document by which any proceedings in any court in Hong Kong are commenced may be effected in any manner permitted for under the UOB Business Internet Banking Service Agreement.