

## **UOB TERMS AND CONDITIONS GOVERNING SGQR SERVICE**

You (the “**Merchant**”) are registered for PayNow services with us.

These terms and conditions (the “**Terms**”) govern our provision of services to facilitate the registration of your PayNow corporate proxy with the central repository for the Singapore Quick Response Code (“**SGQR**”) and such other related services for facilitating payments from payors to you by means of SGQR (the “**Services**”).

### **1. Provision and Use of SGQR Services**

- 1.1 You agree not to register for or utilize the services of any other bank in respect of the PayNow corporate proxies you have registered for and links to your Accounts for the location addresses in your corresponding SGQR IDs.
- 1.2 You shall ensure that the SGQR QR code (and all updated or revised versions) which we issue to you (the “**QR Code**”) is displayed in a visible and prominent position and location in your physical store or shop. You shall ensure that only a single QR Code for each SGQR ID is placed at the location registered with us (“**SGQR Location**”). At all times, you will prominently display any promotional material provided by us and publicize to payors the payment methods which are accepted by you as a means of payment. At all times, you shall comply with all directives issued by us and/or the Owners relating to the display of the QR Code.
- 1.3 You alone shall be responsible for using any QR Code printed or issued by us for you, and where we allow you to print the QR Code, in accordance with terms stipulated by us and in conformity with the SGQR specifications and branding and presentment protocols issued by the Owners and/or by us from time to time. You shall seek our prior written consent before printing your own QR Code.
- 1.4 You consent to us sending the printed QR Code(s) to the SGQR Location or your mailing address in our records by delivery by hand, courier or mail as we deem fit and shall not hold us liable in the event such delivery, despatch or mail is delayed, intercepted, lost or fails to reach you or if its contents, including the printed QR Code(s), are disclosed to any third party during the process of delivery, transit and/or service.
- 1.5 You further agree that by submitting any SGQR registration or amendment, requesting for, generating or using any QR Code, it is your responsibility to ensure that you submit the correct and up-to-date information to us, requisite approvals and consents of your Authorised Person(s) have been obtained for our provision of the Services and all acts, matters or things which may be done on your behalf using, through and/or in connection with the Services. You shall not and shall not allow any person to misuse the QR Code or any QR Code generator provided by us or any third party (as applicable) and you agrees to release us from any liability whatsoever including for third party claims, for any generation, non-generation, scanning function, wrongful access, non-functioning or malfunctioning, expiry, use or misuse of the QR Code by you.
- 1.6 You undertake to promptly submit an SGQR registration or amendment form to us should there be any change(s) in:
  - (a) the information in your SGQR ID and/or the information required for you to use the SGQR Services (whether you use a self-issued QR Code on bills and/or printed QR Codes);
  - (b) the SGQR Location; and/or
  - (c) the information in your PayNow registration with us.

## **2. Accuracy of Information and Consents for Disclosure**

- 2.1 You shall at all times promptly provide us with any information we requires, including without limitation your unique entity number or other identification, registered name, the base currency for any Transaction, merchant category code, and other particulars in your SGQR ID and Merchant Record, payment processing and other related information in your Scheme Payload, and any other information relating to your, for our provision of the Services. All information provided by you must comply with all formats, specifications, protocols and requirements as informed by us from time to time. You further agree that you will ensure and is solely responsible for the accuracy, currency, validity, authenticity, completeness, accuracy and security of all information provided to us (including without limitation all information and data as may be set out in your Merchant Record, Scheme Payload, and/or SGQR ID) and your own communications with us, and that you shall promptly update us should there be any changes to the information you have provided to us or if any such information is or becomes misleading or incomplete in any respect.
- 2.2 In addition to Clause 2.1, you shall provide us with such information which we may request for the purposes of any request from the Controllers, compliance with Applicable Law, addressing or investigating any feedback complaints, claims, disputes or fraudulent activities or in respect of any Transaction or for such other purposes relating or relevant thereto or as may be expressly notified to you by us from time to time.
- 2.3 You shall obtain full and accurate authorizations, mandates, consents and approvals required by Applicable Law (including without limitation the PDPA) before submitting any information and data, including that of your relevant Payment Schemes and/or any third party, to us for the disclosure of applicable information relating to you and your Payment Scheme(s) including those contained in your Merchant Record, Scheme Payload and SGQR IDs to the Operator for its use, processing, archival and disclosure to service providers, members of the Scheme and their affiliates, customers and merchants, for the purpose of providing, maintaining and enhancing the Services and related services to members of the Scheme, their merchants and customers and to the public in the form of SGQR IDs, QR codes and SGQR Outputs and for such other purposes in connection with the Scheme as required by any of the Controllers, and shall comply and ensure compliance with all confidentiality, secrecy, data protection, and other requirements at law (including the PDPA). Without limitation to the foregoing, you agree to keep all specifications relating to the QR Code and any information relating to the Controllers confidential and shall not give, divulge or reveal such information to any person, except where our prior written consent is obtained.
- 2.4 You understand in respect of any request or query in connection with the provision of the Services, we may only disclose such information or act as permitted by the Owners.

## **3. Responsibilities of Merchant**

- 3.1 You understand that the Services is a third party service that is neither owned nor operated by us, the provision of the Services necessitate the availability, operation and interface at the relevant time of a combination of systems, and that we are reliant on the Operator and other Controllers for the provision of the Services, and that the Services will not be error-free or interruption-free but will be affected by needs for repairs, modifications, improvements, emergencies and other reasons. We do not make any express or implied warranty in respect of any services, systems, procedures, services, or products in respect of the Services, whether from it or any third party service providers, including any warranties of merchantability, satisfactory quality, fitness for a particular purpose, and/or compliance with description.
- 3.2 We do not make any express or implied warranty with respect to any security measures, security features and/or measures of the Services, or any of our procedures, services, or products or those of any third party service provider, including any warranties of merchantability, satisfactory quality, fitness for a particular purpose, and/or compliance with description. You understand that any security measures used by us are dependent on, the hardware and software products of third parties and we shall not be liable in contract, tort or otherwise for any direct, indirect or

consequential loss, damage, costs, expense or liability from any direct or indirect use of or reliance on any security measure and for any breakdown, unauthorised access or damage to the CR System.

- 3.3 You shall adopt all security measures required by us and shall abide by all security standards informed by us, including without limitation such relating to the use, issuance, generation and revocation of passwords, personal identification numbers, digital keys and/or digital certificates, and the installation and/or use of software, hardware and/or equipment and procedures and obligations relating to encryption and digital authentication.
- 3.4 You agree to assist us in such manner required by us for the provision of the Services and in the event of any interruption or stoppage of the Services, to do all that is necessary to assist us, the Operator, the Owners and their third party service providers to restore provision of the Services. In addition to the foregoing, you agree to enter into such agreements with our third party service providers or those of the Controllers as directed by us, for the provision of the Services.
- 3.5 You shall abide by all directives, guidelines and practices as informed by us from time to time.
- 3.6 You shall not do anything which may hinder our provision of the Services or expose or potentially expose us to any third party claims, including without limitation any claims from the Controllers or members of the Scheme.
- 3.7 You shall not acquire any rights in respect of our Intellectual Property or any member of the Scheme (including without limitation any of their names, logos or marks) or any rights in the PayNow name or mark or in the SGQR name or the QR Code. You agree that:
- (a) the Controllers and us are granted a world-wide, royalty-free and irrevocable license to use any Intellectual Property you furnish to us for the purpose of providing the Services (the "**Permitted Use**"); and
  - (b) we have permission to furnish and license any Intellectual Property you furnish to us to the Controllers for the Permitted Use,
- and further warrants and represents that:
- (c) you are the sole and absolute owner of the Intellectual Property you furnish to us or otherwise have obtained all necessary rights and licenses from the owners and proprietors of the Intellectual Property to grant the license and permissions as set out above; and
  - (d) the Controllers' and our use of the Intellectual Property as set out above will not infringe the intellectual property rights or other rights of any third party,
- and without limitation to the generality of anything herein, you shall indemnify us and the Controllers from any losses, damages, costs, charges, expenses (including without limitation legal costs), claims, proceedings and actions incurred as a result of any breach of the foregoing warranties.
- 3.8 You agree, in particular, that we are not responsible for any loss, damage, costs, expense or liability arising from:
- (a) any outdated, obsolete or superseded QR Code generated or used by you;
  - (b) any erroneous or incorrect QR Code issued or provided by the Operator and/or CR System;
  - (c) any breakdown, deficiency or malfunction in any equipment, software or telecommunication system howsoever caused in connection with the provision of the Services;
  - (d) any losses, damages, loss of profit, goodwill, reputation or business contracts, or any other form of economic loss suffered or incurred by you, however arising or caused in connection with the provision of the Services;

- (e) the acts or omissions of the Controllers or any third parties;
- (f) any delay, error, interruption, suspension, termination or stoppage of the Services;
- (g) any remedial or preventive or security measures undertaken by us or the Controllers;
- (h) any Transaction;
- (i) your fault, negligence or fraudulent or dishonest act or omission or that of your officers, employees, agents, nominees or third party service providers; and
- (j) the fault, negligence or fraudulent or dishonest act or omission of the Controllers or their third party service providers.

3.9 You agree that you are solely responsible for dealing with any dispute of whatsoever nature concerning any goods and/or services offered, supplied, sold, delivered and/or performed by or through you or which constitute the subject matter of a Transaction, including any dispute concerning the quality, nature and/or price of any such goods and/or services. Under no circumstances shall we have any liability arising out of any such dispute.

3.10 You agree that the Controllers and us shall be under no liability whatsoever for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with any:

- (a) erroneous, inaccurate, outdated or incomplete information provided by you, or CR messages created, amended, deleted or sent by any member of the Scheme, you or any other person; and
- (b) reliance by any member of the Scheme, you or any other person on the contents of any SGQR Output, information provided by you or CR messages,

and you further agree that the Controllers and us (and our respective officers, employees and agents) shall not be liable to you for any loss or damage to you resulting therefrom, including loss or damage to your reputation.

3.11 To such extent permitted by law, you shall indemnify us within seven (7) days of demand for any and all losses, liabilities, damages, costs, charges and expenses (including legal costs), actions, demands and proceedings of whatsoever nature we suffer or incur in connection with:

- (a) any false, erroneous, inaccurate, incomplete or outdated information provided to us;
- (b) any breach of your representations, warranties and obligations in the Terms;
- (c) any printing or display of any QR Code which does not conform to the protocols or directives of the Controllers or us;
- (d) any breach of Applicable Law;
- (e) any Transaction deemed or found by us to be fraudulent or unauthorized;
- (f) any fraudulent, illegal or unlawful activity by you;
- (g) any acts or omissions of your payors;
- (h) any claim brought by the Controllers, any member of the Scheme or any other person in respect of any matter relating to the Services or any Transaction; and
- (i) our contemplation of or execution, exercise or enforcement of any our rights, powers, remedies, authorities or discretions against you.

3.12 You shall be bound by all electronic communications, computer files, messages, documents and records generated by the CR System and our systems, situated in or outside of Singapore, in respect of your use of the Services and the Transactions, which shall be deemed to be valid, accurate and authentic, and final, conclusive and binding on you and your customers.

#### **4. SGQR Deregistration and Suspension**

- 4.1 You may stop or terminate its use of PayNow as a Payment Scheme and/or the Services by giving us not less than thirty (30) days' prior notice in writing and submitting an SGQR deregistration form where required by us. In the event of termination of the Services for whatever reason, you agree and undertake to destroy and delete the QR Codes and upon our request, to give us evidence of or certify such destruction and deletion promptly at your sole cost and expense. Upon termination, we shall be entitled to update the CR Register, including the removal of any Scheme Payloads previously submitted by us to the CR Register.
- 4.2 Notwithstanding anything in the Terms, you agree that we have the right to refuse to provide the Services and to immediately suspend or terminate the Services at our sole and absolute discretion, and in such event to delete any Scheme Payloads submitted.
- 4.3 You understand that: (a) where a SGQR ID ceases to contain any Scheme Payload, such SGQR ID will be deactivated and de-registered from the CR System on or after the effective date of such cessation; and (b) where a Merchant Record ceases to contain any SGQR ID, such Merchant Record will be deactivated and de-registered from the CR System on or after the effective date of such cessation.
- 4.4 The Services shall be suspended for such time period as determined by us and/or the Controllers by any event of *force majeure* i.e. any event beyond our control, and in such event we shall not be liable to you for being unable to perform any of our obligations in whole or in part. Such events of *force majeure* include but are not limited to failure of any mechanical, electronic or electrical or data processing system or equipment, including without limitation the Controllers' and/or our systems, machines and equipment which arises for whatsoever reason, including without limitation cyber-attacks or errant acts of any third parties.

#### **5. General Provisions**

- 5.1 We may amend, modify and change the Terms at any time and from time to time at our sole and absolute discretion as notified through any channel provided by us from time to time including at <http://www.uob.com.sg>. In the event we do so, you shall comply with any revised or amended terms and conditions. The relevant amendment, modification or change will take effect from such date as notified by us.
- 5.2 Without prejudice to all of our rights to disclose information relating to you, you irrevocably consent to us, our officers, employees, agents, third party service providers and any other persons who by reason of their capacity or office have access to our records, correspondence or any material relating to you, your use of the Services and the Transactions, to disclose (whether with or without notice to you and whether orally or in writing) any information whatsoever concerning any matters or Transactions (including personal data comprised in any information submitted by you or Transactions) for any purpose which we consider appropriate, necessary or desirable (including but not limited to, marketing, promotional and/or cross-selling purposes), or towards compliance with law, regulations, guidelines, directives and/or such other requirements of regulatory authorities, to:
- (a) any UOB Group Member and its officers, employees, agents and third party service providers;
  - (b) our auditor or your auditor;
  - (c) the Commissioner of Stamp Duties, the Registrar of Companies, Registrar of Businesses, Registrar of Titles, Registrar of Deeds and /or any other government officials or departments or relevant bodies to whom we deem fit to disclose information;
  - (d) any taxation authority or body in accordance with such standards applicable to it;
  - (e) any rating agency, business alliance partner, insurer, reinsurer, insurance broker or direct or indirect provider of credit protection;
  - (f) any service provider or any other related person including third party service providers, sales and telemarketing agencies, business partners or otherwise under conditions of confidentiality imposed on such service providers, for the purposes of data processing or

providing any service on our behalf to you or in connection with such outsourcing arrangements we may have with any third party where we have outsourced certain functions to the third party;

- (g) the Controllers, any members of the Scheme and their merchants;
- (h) any nominee, trustee, co-trustee, centralised securities depository or registrar, custodian, estate agent, solicitor or other person who is involved with the provision of services or products by us to you;
- (i) any lawyers, auditors, tax advisors, investment banks and other professional advisors who are restricted to the nature of the business relationship in which you are involved with us;
- (j) any actual or potential transferee or assignee of, or participant or sub-participant in, any of our rights and obligations and any security therefor for any purposes connected with such proposed transfer or assignment;
- (k) any debt collection agency or person engaged by us to collect any sums of money owing to us from you;
- (l) any person to whom we are required by Applicable Law to make disclosure to;
- (m) your agent, executor or administrator, receiver, manager, judicial manager and/or any person in connection with any compromise or arrangement or any insolvency proceeding relating to you;
- (n) any of your directors (in the case of a company) or partners (in the case of a partnership, limited partnership or limited liability partnership), authorized signatories and Authorised Persons;
- (o) any other person to whom disclosure is permitted or required by Applicable Law;
- (p) any solicitor acting for us, you or any of our or your customer;
- (q) other banks, financial institutions, credit bureaus (including but not limited to the Credit Bureau (Singapore) Pte Ltd) or credit reference agents or to any court or other judicial bodies in any judicial proceedings or regulatory authorities or agencies or government or persons we deem fit in our sole and absolute discretion whether in Singapore or any other applicable jurisdiction.

This clause is not and shall not be deemed to constitute, an express or implied agreement by us with you for a higher degree of confidentiality than that prescribed in law. The consent and our rights under this clause are in addition to and are not affected by any other agreement with you and shall survive the termination of the Agreement.

5.3 UOB Group Members are required to act in accordance with the laws and regulations operating in Singapore and various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions (“Regulations”). Any UOB Group Member may take any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with the Regulations. No UOB Group Member will be liable for loss (whether indirect or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of:

- (a) any steps which the UOB Group Member, in its sole and absolute discretion, considers appropriate to take in accordance with the Regulations; or
- (b) the exercise of any UOB Group Member’s rights under this Agreement.

5.4 The Services shall be subject to, and these Terms are in addition to, all of our standard terms and conditions relating to banking facilities, accounts and services and online banking services and PayNow as supplemented, substituted, revised or modified from time to time, and you agree to be bound by the same. These Terms do not constitute “Other Terms” as defined in the UOB PayNow Terms and Conditions (Non-Individuals) and as such, in the event of any inconsistency between the Terms and any other applicable terms and conditions including the UOB PayNow Terms and Conditions (Non-Individuals), unless otherwise determined by us, the Terms shall prevail to the extent necessary to give effect to these Terms in relation to the Services.

5.5 Notwithstanding the termination of the Services for any reason, all indemnities and obligations under the Terms, which, by their terms are to survive such termination shall continue in full force till all liabilities, monies or claims due from you to us are fully satisfied. Without limitation to the

generality of the foregoing, it is expressly acknowledged by you that the obligations, indemnities and terms under clauses 1.5, 2.1, 2.2, 3.1, 3.2, 3.6 to 3.12, 4.2, 4.3, 5.2 to 5.4, 6.1 to 6.2 of these terms and conditions and the provisions in all application form(s) submitted by you and/or acceded to by you which relate to personal data shall survive regardless of any termination of the Services. Termination of the Services for any reason shall not release you from any liability which, at the time of such termination, has already accrued prior to termination.

## **6. Fees and Charges**

6.1 You shall pay all charges and fees agreed with or imposed by us from time to time in connection with the provision of the Services.

6.2 You irrevocably authorise us to debit your Account with any amount due or owed from or by you to us.

## **7. Definitions**

The following words shall have the meanings as follows and the following rules of interpretation will apply:

- (a) "Account" means any account you now or hereafter have with us which includes any Virtual Account(s) as defined and governed by our Terms and Conditions for UOB Virtual Account Service, and any other account offered by us in future;
- (b) "Applicable Law" means any existing or future laws and regulations, subsidiary legislation, court orders, directives, guidelines, requests and/or requirements of any court, tribunal, regulatory authority, supervisory or tax authority and/or government authority (including without limitation the MAS), whether or not such have the force of law, in Singapore and any other jurisdiction;
- (c) "Authorised Person" means such person(s) authorised by you from time to time, by whatsoever name called or term defined under any form or means of corporate or other authorization(s), whether written, express, implied or implicit, to act in your name and on your behalf to give any instruction and/or execute or sign any document or instrument and/or operate your Account(s) and/or effect any transaction or utilize any services or otherwise, including all person(s) so authorised to do and authorise to be done all acts, matters and things which may be done on your behalf in connection with your Account(s) and/or services and for the avoidance of doubt shall include any Company Signatory (as defined in the UOB Business Internet Banking Service Agreement);
- (d) "Controllers" means the Operator, the Owners and their respective service providers (including any host for the CR) and/or any agents, nominees, officers or employees of the foregoing;
- (e) "CR" means the SGQR central repository processes in connection with the CR System and the Scheme;
- (f) "CR Register" means the register of unique SGQR IDs and SGQR Outputs, hosted in the database maintained in the CR System and managed by the Operator;
- (g) "CR System" means the system maintained and operated by the Operator for access and use by members of the Scheme;
- (h) "IMDA" means the Infocomm Media Development Authority as established under the Infocommunications Media Development Authority Act 2016;
- (i) "Intellectual Property" means any patents, copyright, trademarks, service marks, registered designs, all registrations, applications, disclosures, renewals, extensions, continuations or reissues for any of the foregoing, unregistered design rights, confidential and proprietary information, trade and business names, domain names and other similar protected rights or intangible assets recognized by any laws, or international conventions in any country or jurisdictions in the world, and includes in particular but without limitation, any payment trademark, payment trade names and payment logos;
- (j) "MAS" means the Monetary Authority of Singapore as established under the Monetary Authority of Singapore Act (Cap 186);
- (k) "Merchant" means a business customer which has registered its PayNow corporate proxy with us and which desires to use the Services;

- (l) "Merchant Record" means a Merchant's record on the CR Register, comprising such Merchant's unique entity number or other identification, registered name, base currency, merchant category code, and other particulars, as may be specified in the manuals of the Operator;
- (m) "Operator" means the operator of the Scheme;
- (n) "Owners" means the legal entities which own the Scheme, decides on the member rules relating to the SGQR and leads or co-leads the SGQR Taskforce, being MAS and IMDA, or such other entity or entities as MAS and IMDA may appoint in their stead by written notice to the Operator;
- (o) "Payment Scheme" means a payment service provider, payment scheme, card scheme or card association, or any other entity which is approved by the Owners for participation in the Scheme;
- (p) "PDPA" means the Personal Data Protection Act 2012 (Act 26 of 2012) and all subsidiary legislation and guidelines issued pursuant thereto, as amended, varied or revoked from time to time;
- (q) "Scheme" means the Singapore Quick Response Code Scheme as may be known in the future by any other name;
- (r) "Scheme Payload" means such payment processing and related information of a Merchant's selected Payment Scheme;
- (s) "SGQR ID" means the Merchant's unique identification in the CR for one or more of its business locations, comprising its Merchant Record, business address, Scheme Payload, and such other particulars as may be specified in the manuals of the Operator;
- (t) "SGQR Output" means any file, data or output which is either (as applicable) provided by the Operator to us or any member of the Scheme, or generated by us or any member of the Scheme, and where the output format has been approved by the Owners;
- (u) "Transaction" means any payment to be made to the Merchant by any person effected with the assistance of and through the Scheme;
- (v) "UOB Group Member" means any of UOB's branches, representative offices, affiliated, related and/or associated companies (including our respective officers, servants, agents and/or advisers) wherever situated and includes UOB;
- (w) "we", "us" and "UOB" mean United Overseas Bank Limited;
- (x) references to "the Merchant" shall where permissible in the context, include references to the Merchant's agents, employees, officers, representatives, nominees and third party contractors; and
- (y) references to any party shall include its successors-in-title, assigns, transferees and/or personal representatives.