

## TERMS AND CONDITIONS FOR UOB eAlerts! SERVICE

### 1. Definition and Interpretation

“Bank” refers to United Overseas Bank Limited, Hong Kong Branch (Incorporated in Singapore with limited liability).

“Customer” refers to the person to whom the Bank has agreed to provide the Service.

“Loss” means any and all injuries, liabilities, losses (including indirect and consequential losses), damages, costs, charges and/or expenses of whatsoever nature or howsoever arising, including legal fees on a full indemnity basis

“Service” refers to the service of providing specified information via electronic mail (“e-mail”), short message service (“SMS”) and/or such other media as the Bank may deem appropriate.

### 2. Customer Authorisation

By completing and submitting the UOB eAlerts! Application Form provided by the Bank from time to time:-

- (a) the Customer requests and authorises the Bank to send specified information by e-mail and/or SMS to the Designated Persons at the e-mail address and/or phone number indicated in the UOB eAlerts! Application Form;
- (b) the Customer expressly consents to the Bank disclosing all the information in the e-mail and/or SMS;
- (c) the Customer expressly consents to the Bank disclosing the information in the e-mail and/or SMS pursuant to lawful requests or in compliance with applicable laws or when the Bank believes it is necessary to comply with law, to protect its interests or property, to prevent fraud or other illegal activity perpetrated through the e-mail and/or SMS;
- (d) the Customer authorises the Bank to retain copies of and/or use the e-mail and/or SMS as it deems necessary in connection with the provision of the Service and for the protection of the interest of the Bank.

### 3. Customer's Responsibilities

3.1 The Customer acknowledges and accepts the following:-

- (a) communications by e-mail and/or SMS 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 and/or SMS, 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 attachments thereto and/or SMS which it sends out will be free from viruses, worms or other harmful components;
- (c) the Customer shall at all times remain responsible for the content of the e-mail and/or SMS, and that the use of the Service and information contained in the e-mail and/or SMS is at the Customer's own risk ;
- (d) the Bank may at its absolute discretion decide not to send the e-mail and/or SMS;
- (e) the production by the Bank of the e-mail and/or SMS sent out by it shall constitute conclusive proof of the contents thereof irrespective of whether the e-mail and/or SMS was received;
- (f) the Bank is neither required to verify whether the e-mail and/or SMS has been received nor required to inform the Customer in the event of an unsuccessful transmission of the e-mail and/or SMS.

3.2 The Customer shall notify the Bank immediately of any change in the information provided in the UOB eAlerts! Application Form. The Customer shall also notify the Bank immediately if the Customer knows of or suspects any unauthorised access to the e-mail and/or SMS. The Customer agrees to comply immediately with all reasonable requests for assistance from the bank and/or police in trying to recover any losses or identify actual or potential breaches of security.

3.3 The Customer shall not reply to any e-mail and/or SMS sent by the Bank pursuant to the Service. In addition, the Customer shall not damage, impair, interfere with or disrupt the Service or its functionality.

3.4 In the event that the Customer receives an e-mail and/or SMS which is not intended for the Customer, the Customer shall immediately notify the Bank, and shall upon notification to the Bank, delete, destroy and expunge from the Customer's records such e-mail and/or SMS. In addition, the Customer shall not use the information contained in the e-mail and/or SMS for any purpose.

3.5 The Customer acknowledges that security is a paramount concern in its access to information provided via the e-mail and/or SMS and agrees that it is solely responsible for the maintenance and review of its security arrangements concerning access to and use of its telecommunication, computer or other electronic equipment or system and information stored therein and the Customer's access to the Service.

- 3.6 The Customer agrees to comply with these terms and conditions and any other instructions or recommendations the Bank may issue to the Customer regarding security in relation to the use of the Service.

#### **4. Fees and Charges**

- 4.1 The Customer shall pay the Bank such fees and charges at such rates and in such manner as the Bank may impose and stipulate from time to time.
- 4.2 The Bank shall be entitled to charge the Customer any goods and services tax or value added or other similar tax imposed by any applicable laws on any fees and charges payable by the Customer to it or for the provision of the Service to the Customer.
- 4.3 The Bank shall be entitled to debit without prior notice any account maintained by the Customer with the Bank in respect of any fee or charge payable by the Customer to the Bank.

#### **5. Exclusions and Indemnity**

- 5.1 In addition and without prejudice to any right or remedy which the Bank may have (at law or otherwise), so long as the Bank acts in good faith in providing the Service, the Bank shall not be liable to the Customer in respect of any Loss suffered by the Customer in connection with the Service, notwithstanding any breach by the Bank of its obligations to the Customer.
- 5.2 The Bank shall not be liable for any Loss caused by or arising from any one or more of the following events or matters, howsoever caused or occurring:-
- (a) any incompatibility between the Customer's equipment and the Bank's system for providing the Service;
  - (b) any virus, default, defect, deficiency, harmful component or malfunction in and/or breakdown, disruption or failure of any software or any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by the Bank, the Customer, third party service providers or any other person and whether or not used in the provision or operation of the Service), including:-
    - (i) the inability or failure of any such software, equipment or system to accept and/or recognise and/or properly and accurately store, process and/or transmit dates or data, or to process, store and/or transmit dates or data; and
    - (ii) the transmission of any virus to any such software, equipment or system;
  - (c) any error(s) in transmission of data or information;
  - (d) any inaccurate, garbled or incomplete data or information;
  - (e) any loss resulting from the Customer's reliance on the data or information;

- (f) any loss associated with systems failures, processing errors, software defects, operating mistake, hardware breakdowns, capacity, inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks, hacking incidents, fraudulent actions and inadequate recovery capabilities which may arise;
- (g) any loss or abuse or unauthorised or inadvertent disclosure of information contained in the e-mail and/or SMS, including customer information;
- (h) any cessation, interruption or delay in transmission or any wrongful interception of any e-mail and/or SMS through any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by the Bank or by any other person and whether or not used in the provision or operation of the Service);
- (i) any corruption or loss of any data in the course of transmission thereof through the internet or any computer or any electronic or telecommunications equipment, terminal or system used or operated by the Bank or any other person whether or not in connection with the provision of the Service, including any error generated in the transmission of the e-mail and/or SMS;
- (j) any cessation or interruption of the Service;
- (k) any breach of the Bank's obligations or duties to the Customer caused by or arising from any one or more of the events or matters set out in any one or more of the foregoing sub-paragraphs of this Clause 5.2

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.

5.3 No representation or warranty is made or given by the Bank to the Customer or any person and no obligation or liability is assumed by the Bank as regards the availability or continued availability or operation of the Service or any telecommunication or electronic equipment, system or terminal (whether or not provided, operated or maintained by the bank or otherwise). The Bank does not guarantee the time the e-mail and/or SMS will be sent or received (if at all). Consequently, the Bank shall have no liability whether in contract, tort or otherwise for any Loss which may be suffered in connection with the timing of the sending and/or receipt of the e-mail and/or SMS (if at all).

5.4 In addition and without prejudice to any other right or remedy of the Bank (whether under these terms and conditions or otherwise), the Customer shall indemnify and hold the Bank harmless from and against any Loss suffered or incurred by the Bank as a result of any of the following:-

- (a) any failure by the Customer to comply with these terms and conditions;
- (b) any change in applicable laws and regulations;
- (c) any act, omission or thing done or caused to be done by the Bank in connection with the provision of the Service through no wilful default of the Bank, including but not limited to the disclosure by any employee of the

Bank to any person of any information relating to the Service or the Customer, whether by inadvertence or otherwise.

- 5.5 Without prejudice to anything herein, the Customer shall not make any claim or commence any legal proceedings against the Bank in respect of any Loss incurred or suffered by the provision and utilisation of the Service, more than one (1) year after the later of (i) the date when the event causing such loss occurred; and (ii) the date of such Loss. Any liability of the Bank to the Customer in respect of any such Loss shall be limited to the sum equivalent to one hundred times the prevailing monthly subscription fees for the Service.

## **6. Modification and Termination of the Service**

- 6.1 The Bank shall be entitled in absolute discretion to modify, suspend and/or terminate the Service at any time without notice and provision of a reason to the Customer.
- 6.2 The Customer may upon at least [30] days' prior written notice to the Bank terminate the Service.
- 6.3 Termination shall be without prejudice to any rights of either party which may have accrued up to the date of such termination and the rights to terminate the Service are not intended to be exclusive but shall be in addition to every other remedy or right now or hereafter existing.
- 6.4 No termination, however effected, shall release the parties from their rights and obligations under Clauses 4 and 5 and any other provision which by its nature, effect or intent is meant to survive as a continuing obligation following termination.

## **7. Third Party Providers**

The Bank may contract with one or more third parties to provide, maintain or host the Service. The Customer acknowledges that, in providing the Service, the Bank will have to release and transmit certain information (including the Customer's information) to such third parties. The Customer expressly consents to such release and transmission. The Customer further acknowledges that its information may be placed and stored in servers outside the Bank's control and agrees that the Bank shall have no liability or responsibility for such storage or use while in such storage.

## **8. Miscellaneous**

- 8.1 The Bank may amend, vary or supplement these terms and condition by giving notice to the Customer by any means that the Bank deems fit, and any such amendment, variation or supplement shall take effect as between the Customer and that Bank as from the date specified in such notice or in the absence thereof as from the date of such notice.
- 8.2 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.

- 8.3 No failure to exercise or enforce and no delay in exercising or enforcing on the part of the 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.
- 8.4 The Customer agrees not to dispute the validity, accuracy or authenticity of any evidence of the communications transmitted electronically or via telecommunications 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.
- 8.5 The Customer also agrees to refer to and to treat all such records or logs, tapes, cartridges, computer printouts, copies or other form of information storage as conclusive evidence of all communications by the Bank. The Customer further agrees that all such records shall be binding upon the Customer.
- 8.6 The Service and the data and information received via the e-mail and/or SMS are proprietary to the Bank.

## **9. Governing Law and Jurisdiction**

- 9.1 These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong.
- 9.2 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.
- 9.3 The Customer shall not commence or continue any legal proceedings against the Bank in any jurisdiction other than in Hong Kong with respect to any matter, claim or dispute so long as the Bank is prepared to submit to the jurisdiction of the courts of Hong Kong with respect to that matter, claim or dispute and the Customer shall before commencing proceedings against the Bank in any jurisdiction with respect to any matter, claim or dispute other than Hong Kong seek the Bank's agreement to submit to that foreign jurisdiction with respect thereto.
- 9.4 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 communications hereunder.

## **10. Money Laundering**

The Bank is required to act in accordance with the laws and regulations operating in Hong Kong 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"). the Bank may take any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with the regulations.