



Co. Reg. No. 196400348D

E-SERVICES TERMS & CONDITIONS FOR INDIVIDUAL CUSTOMERS

1. TERMS OF USE

1.1. These Terms set out the basis upon which we make SIF E-Services available to you, and these Terms shall govern your access and/or use of SIF E-Services (each term as hereinafter defined).

1.2. In these Terms:

- a. SING INVESTMENTS & FINANCE LIMITED (UEN: 196400348D), a company duly incorporated in Singapore with its registered office at 96, Robinson Road, #01-01, SIF Building, Singapore 068899, shall hereinafter be referred to as "SIF", "we", "us", or "our" as the context requires, and shall include our successors and assigns;
- b. the individual customer to whom these Terms apply to shall hereinafter be referred to as "User", "you", "your", or "yours" where the context requires, and, for the avoidance of doubt, shall include any person who accesses and/or uses SIF E-Services (including without limitation, your Joint Finance Account holder and/or your personal representative(s) and successor(s) in title); and
- c. you and SIF shall collectively be "Parties", and each be a "Party".

1.3. In addition to these Terms:

- a. if you open a GOSAVERS Account with us via SIF E-Services, the provisions of the GOSAVERS Account T&Cs set out in Schedule 1 (Terms & Conditions Governing GOSAVERS Account) hereto shall apply in full force and effect and be binding on you; and
- b. if you open a Fixed Deposit Account or effect a Fixed Deposit placement with us via SIF E-Services:
 - I. subject to Condition 1.3(b)(ii) below, the provisions of the Fixed Deposit Account T&Cs (available at www.sif.com.sg) shall apply in full force and effect and be binding on you; and
 - II. Condition B1 of the Fixed Deposit Account T&Cs shall be deemed deleted and inapplicable to you to the extent your Fixed Deposit Account is accessed and/or used by you as part of SIF E-Services, and you further agree that for such new Fixed Deposit Account opened or Fixed Deposit placement effected via SIF E-Services, no hard copy of the Fixed Deposit receipt shall be issued to you.

1.4. You acknowledge and confirm that you have read, accepted, agree to be bound by, and shall comply with the entirety of:

- a. these Terms; and
- b. the latest and current version of the E-Payments User Protection Guidelines issued by the MAS (available at www.mas.gov.sg or accessible via such other website as may be designated by MAS from time to time) (hereinafter referred to as "MAS E-Payments User Protection Guidelines") insofar as the same apply to you,

each as may be amended, varied, revised, supplemented or substituted from time to time.

1.5. By: (a) accessing and/or using SIF E-Services, or continuing to do the same; or (b) by clicking on an "AGREE" or other similarly worded button or entry field to access and/or use SIF E-Services, you shall be deemed to have read, understood, accepted and agreed to, and further undertake to, comply with these Terms and our prevailing terms and conditions governing Services and Products.

1.6. You shall immediately cease any access to and/or use of SIF E-Services and instruct SIF to terminate any of your Access Credential (if any) if you do not agree or accept: (a) these Terms; (b) any variation of these Terms; (c) Schedule 1 (Terms & Conditions Governing GOSAVERS Account); and/or (d) MAS E-Payments User Protection Guidelines.

1.7. If you continue to access and/or use SIF E-Services after any variation of these Terms (including Schedule 1 (Terms & Conditions Governing GOSAVERS Account)), you shall be deemed to have accepted and agreed to such variation. If you do not accept any such variation, you shall forthwith discontinue accessing and/or using SIF E-Services and instruct SIF to terminate your Access Credential (if any).

1.8. In the event of any inconsistency between the main body of these Terms and any other prevailing terms and conditions, the inconsistency shall be resolved in the following order of priority:

- a. MAS E-Payments User Protection Guidelines;
- b. SIF's FATCA Policy and the CRS Policy, each as described in Condition 14.4 below;
- c. SIF's Privacy Policy, as described in Condition 13.2 below;
- d. these Terms;
- e. Schedule 1 (GOSAVERS Account T&Cs);
- f. Fixed Deposit Account T&Cs; and
- g. our prevailing terms and conditions governing Services and Products.

Notwithstanding the foregoing, in relation to matters relating to your Finance Account(s), in the event of any inconsistency between the main body of these Terms and the Fixed Deposit Account T&Cs, the inconsistency shall be resolved in the following order of priority:

- I. Fixed Deposit Account T&Cs; and
- II. these Terms.

2. DEFINITIONS AND INTERPRETATION

2.1. In these Terms, the following words and expressions shall have the following meanings unless the context otherwise requires:

"Access Credential" means any form of access, authentication, and identification credential (including without limitation any form of electronic identification), as well as any combination thereof (including without limitation any Username, Password or other login identification name, personal identification number, OTP, and Biometric Identity) which: (a) identifies a User of SIF E-Services; and (b) is accepted, issued or prescribed by or on behalf of SIF for use by User to access SIF E-Services;

"AML" means anti-money laundering;

"Applicable Law" means any applicable law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other instrument (including without limitation of Singapore or any other country in the world), including any subsidiary legislation, regulations and any codes of practice, standards of performance, advisories, guidelines, frameworks, or written directions issued thereunder, in each case as amended, consolidated, re-enacted or replaced from time to time;

"Biometric Authentication Feature" means any feature made available by SIF from time to time which enables a User to access SIF E-Services by using his/her Biometric Identity as an Access Credential;

"Biometric Identity" means a biometric identity of a User registered by a Biometric Recognition Feature on a Device;

"Biometric Recognition Feature" means a biometric recognition (or authentication) feature available on the Device, including without limitation fingerprint or facial recognition;

"Business Day" means any day (or such other days that SIF may declare) on which SIF is open for business in Singapore, and shall exclude Saturdays, Sundays and gazetted public holidays in Singapore;

"CBNI" has the meaning ascribed to it in Condition 13.7;

"claim" includes any claim, action, application, demand, proceeding, threat or any other analogous claims;

"consents" includes all permissions, consents, approvals, certificates, permits, licences, agreements and authorities (whether statutory, regulatory, contractual or otherwise);

"CRS" has the meaning ascribed to it in Condition 14.2;

"Device" means any electronic, magnetic, optical, electrochemical, or other data processing device, or a group of such interconnected or related devices, performing logical, arithmetic, or storage functions, and includes any data storage facility or communications facility directly related to or operating in conjunction with such device or group of such interconnected or related devices, including without limitation any portable computing device (e.g. a smartphone or tablet computer), laptop or desktop computer, each as may be used by you to access and/or use SIF E-Services, but shall exclude such device as we may, by notification to you from time to time, prescribe;

"E-Instruction" means any instruction:

- a. communicated (or purportedly communicated by you) to SIF (associated with any Access Credential) and issued to SIF via SIF E-Services; or
- b. communicated by you to SIF in connection with your access and/or use of SIF E-Services,

and "E-Instructions" shall be construed accordingly;

"External Websites" has the meaning ascribed to it in Condition 9.2;

"FATCA" has the meaning ascribed to it in Condition 14.2;

"Finance Account" means any existing or new account:

- a. now or hereafter maintained or opened by you with SIF whether alone or jointly with any other person(s) (e.g., a savings account and/or a fixed deposit account and/or a loan account), and shall include a GOSAVERS Account; and
- b. including but not limited to any other type of account which may be offered from time to time by SIF in the future, as well as any connected account which SIF deems as eligible to be used in connection with the Services; and
- c. accessible by you through SIF E-Services;

"Fixed Deposit Account" means a Finance Account designated by SIF as a "Fixed Deposit Account" (or as may be renamed by SIF from time to time);

"Fixed Deposit Account T&Cs" means SIF'S Terms & Conditions Governing Savings and Fixed/Call Deposit Accounts (available at www.sif.com.sg or accessible via such other website as may be designated by SIF from time to time);

"Force Majeure Event" means an event beyond the control of SIF, including but not limited to:

- a. acts of God (such as, but not limited to, fires, explosions, earthquakes, floods, extreme weather or environmental conditions, natural catastrophes or disasters, epidemic, plague or other natural calamities);
- b. acts of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
- c. rebellion, revolution, insurrection or military or usurped power, or civil war, disorder or commotion;
- d. riots, public disorder, violent demonstrations, commotion, strikes, sabotages, industrial actions, go slows, lockouts or disorder or any labour dispute or accidents;

- e. acts or threats of terrorism;
- f. political or economic chaos in any country;
- g. failure, malfunction or disruption in communications/transmission facilities, equipment, system or computer or power blackouts, outages/failures;
- h. any imposition or change in laws, rules or regulations (including without limitation of Singapore or any other country in the world), or any judicial actions, acts, orders, decrees or restrictions of a government or governmental bodies, central bank, monetary authority or other entity in any country relating to, without limitation, exchange controls, restrictions on convertibility, freezes, moratoria, expropriations, requisitions, changes in a country's currency for any reason whatsoever (including monetary union), involuntary transfers or restraints of any kind, imposition of emergency procedures, suspension of trading by any relevant market;
- i. any other unforeseeable circumstances or events beyond the control of SIF; and/or
- j. any events which SIF cannot reasonably be expected to prevent or avoid;

"Foreign Currency" means any currency other than Singapore Dollar(s);

"GOSAVERS Account" means a Finance Account designated by SIF as the "GOSAVERS Account" or as may be renamed by SIF from time to time;

"GOSAVERS Account T&Cs" means Schedule 1 (Terms & Conditions Governing GOSAVERS Account) (as may be amended, revised, supplemented or substituted from time to time);

"Government" means the Government of the Republic of Singapore as a whole including all its ministries, government departments and organs of state, but shall not include any statutory board (being a body corporate established by or under written law or perform or discharge any public function under the supervisory charge of a ministry or organ of state);

"GST" means any goods and services tax, which expression shall include any tax of a similar nature that may be substituted for it or levied in addition to it, by whatsoever name called;

"Indemnitee" means SIF, its related corporations, agents and service providers and their respective directors, officers, employees and servants, and "Indemnitees" shall be construed accordingly;

"Intellectual Property Rights" means throughout the world and for the duration of the rights:

- a. patents, trade marks, service marks, logos, get-up, trade names, brand names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, trade secrets, inventions, know-how, confidential, business, scientific, technical or product information and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect;
- b. any other rights resulting from intellectual activity in the cybersecurity, commercial, industrial, scientific, literary and artistic fields and whether dealing with manufactured products or services;
- c. rights under licences, consents, orders, statutes or otherwise in relation to a right under sub-paragraph (a) above;
- d. rights of the same or similar effect or nature as or to those in sub-paragraphs (a) and (c) which now or in the future may subsist; and
- e. the right to sue for infringements of any of the foregoing rights;

"Internet E-Services" means the Services and/or Products we offer from time to time through the Internet Application which enables you to access your Finance Account(s) and/or effect financial and/or other transactions electronically (including without limitation the transmission of instructions to SIF, funds transfer, and/or bill payments);

"Joint Finance Account" means a Finance Account designated by SIF as a "Joint-Alternate Account" which: (a) may be opened with single signing authority; and (b) may be operated (by each holder of such account) singly and independently;

"link" includes without limitation hyperlink, in-line link and deep-link;

"losses" means all losses, damages, settlement sums, costs (including legal costs on a full indemnity basis), penalties, fines, charges, fees, expenses, actions, proceedings, claims, demands and other liabilities, whether foreseeable or not;

"MAS" means the Monetary Authority of Singapore as established under the Monetary Authority of Singapore Act (Chapter 186) as amended, varied, revised, supplemented, substituted or re-enacted from time to time and shall include any rules and regulations made thereunder;

"Mobile E-Services" means the Services and/or Products we offer from time to time through the SIF Mobile Application which enables you to access your Finance Account(s) and/or effect financial and/or other transactions electronically (including without limitation the transmission of instructions to SIF, funds transfer, and/or bill payments);

"MyInfo" means the data platform designated as such and made available by the Government where users can manage and use their Personal Data for online transactions across participating public agencies and approved service providers providing electronic services;

"MyInfo Data" means any data obtained or held by SIF's customer or user in connection with the MyInfo Linkup, including Personal Data from MyInfo;

"MyInfo Linkup" means link(s) between SIF E-Services with MyInfo for the purpose of allowing user to retrieve his/her data (including Personal Data) from MyInfo;

"Notification Features" means features made available by SIF from time to time which enables you to receive notifications from SIF in connection with SIF E-Services;

"OECD" has the meaning ascribed to it in Condition 14.2;

"OTP" means any one-time password valid for one session (or transaction) issued by SIF:

- a. by or through a Security Token;
- b. delivered to your mobile phone number (per our records) via SMS; or
- c. generated by or delivered via any other device, delivery channel or other means designated by SIF from time to time in its sole and absolute discretion for the purpose of authentication;

"Password" means, electronic or otherwise, any password (including without limitation any word, phrase, symbol, code, or other credential) in connection with: (a) access and use of any Finance Account or SIF E-Services; and/or (b) identification of the User of SIF E-Services, and shall include any PIN, Biometric Identity, each OTP or other response codes generated by the Security Token;

"PDPA" means the Personal Data Protection Act 2012 of Singapore as amended, varied, revised, supplemented, substituted or re-enacted from time to time (including any guidelines, rules and regulations made thereunder);

"Personal Data" has the meaning ascribed to it in the PDPA;

"PIN" means personal identification number;

"processing" (and its cognates) has the meaning ascribed to it in the PDPA, and "process" and "processed" shall be construed accordingly;

"Products" means the products offered by SIF from time to time to its customers or prospective customers, including without limitation financial products;

"Provided Data" has the meaning ascribed to it in Condition 11.1(e);

"Savings Account" means a Finance Account designated by SIF as a "Savings Account" (or as may be renamed by SIF from time to time);

"Security Token" means the electronic security token or any other approved device that may be issued by or on behalf of SIF (at any time and from time to time in its sole and absolute discretion) for the purpose of enabling SIF to verify and authenticate the identity of its customers attempting to access and/or use SIF E-Services;

"Services" means the services provided by SIF from time to time to its customers or prospective customers, including without limitation financial services;

"SIF E-Services" or "E-Services" means:

- a. the services, products and/or functionalities offered by SIF from time to time (including without limitation, Mobile E-Services and Internet E-Services), or any part thereof, which allow users to access and/or use Products and/or Services electronically; and
- b. any application, software, website or other electronic tool which we make available for users to access and/or use Products and/or Services electronically, as well as including the services, functions, information and/or any other material (including without limitation data, databases, text, graphics, photographs, animations, audio, music, video, links, phone features or other content) displayed thereon, provided thereby or made available thereunder by or on behalf of SIF, and shall be deemed to include:
 - I. the mobile application designated by SIF as "SIF Mobile" application (or as may be renamed by SIF from time to time) ("SIF Mobile Application"); and
 - II. SIF's online financial services and/or electronic services portal designated by SIF as "SIF Online" (or as may be renamed by SIF from time to time) accessible at www.sif.com.sg (or accessible via such other website as may be designated by SIF from time to time) ("Internet Application");

"SIF E-Services IPR" has the meaning ascribed to it in Condition 12.1;

"SMS" means short message service;

"Terms" means all the terms and conditions herein and the Schedule(s) hereto and shall include all additions, variations, amendments, supplements, substitutions and modifications thereto from time to time;

"Third Party Content" has the meaning ascribed to it in Condition 9.3;

"Third Party Service Provider" has the meaning ascribed to it in Condition 9.1;

"Unauthorised Code" means any computer viruses or other malicious, destructive or corrupting code, agent, programme, macros or other software routine or hardware components;

"USA" has the meaning ascribed to it in Condition 14.1;

"User" includes any natural individual who is a registered user of SIF E-Services;

"Username" means the personal identification name, number, character or combination of any of these which identifies the User of SIF E-Services; and

"variation" has the meaning ascribed to it in Condition 26.1.

2.2. In these Terms, a reference to:

- a. a statutory provision shall include that provision and any guidelines, rules and regulations made in pursuance thereof as from time to time amended, supplemented, substituted, modified or re-enacted, whether before or after the date of these Terms, so far as such amendment, supplement, substitution, modification or re-enactment applies or is capable of applying to these Terms and (so far as liability thereunder may exist or can arise) shall include also any past statutory provision or regulation (as from time to time amended, supplemented, substituted, modified or re-enacted) which such provision or regulation has directly or indirectly replaced;
- b. "electronic" shall include electronic, magnetic, optical, electrochemical, or other data processing, including any data storage or communications directly related to or operating in conjunction or group of such interconnected or related technologies, and shall not be limited to mean electronic technology that generates stores and processes data only in terms of binary states;
- c. "person" shall include an individual corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise, any governmental, administrative or regulatory authority or agency (notwithstanding that "person" may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns, as the case may be, and pronouns shall have a similarly extended meaning;
- d. "written" and "in writing" include any means of visible reproduction;
- e. the words "other" and "otherwise" are not to be construed ejusdem generis with any foregoing words, and whenever the words "include", "includes" or "including" are used in these Terms, they shall be deemed to be followed by the words "without limitation";
- f. the headings are inserted for convenience only and shall not affect the construction of these Terms;
- g. "Recitals" and "Schedules" refer to the recitals and the schedules respectively of these Terms, unless the context otherwise requires;
- h. "Conditions" refer to the clauses of these Terms, and unless the context otherwise requires, shall not be construed strictly to mean only legal conditions (e.g. as opposed to innominate terms or warranties);
- i. "service charge", "interest rate", "fee", "minimum deposit" and "rate" wherever appearing in these Terms herein shall include any increase, change, variation or replacement thereto as may be prescribed by SIF from time to time;
- j. the singular shall include the plural and vice versa and the masculine gender shall include the feminine and neuter gender and vice versa;
- k. "transaction" shall include any deposit, withdrawal, transfer or payment of monies, unless the context otherwise requires; and
- l. "transaction notification" shall include any notification received as part of Notification Features.

2.3. The rights of SIF in these Terms shall be in addition and without prejudice to any other rights of SIF under the statutory provisions and at law or in equity and nothing herein is to be construed as limiting any of those other rights.

3. REGISTRATION FOR E-SERVICES

3.1. It shall be a continuing condition that you agree to comply with all requirements and specifications relating to your access and/or use of SIF E-Services (including without limitation in connection with any Access Credential, and/or any provisioning, registration and activation procedures) as may be prescribed by us at any time and from time to time in our sole and absolute discretion which shall include any and all amendments, variations, revisions, supplements or substitutions thereto.

3.2. Without prejudice to the generality of the foregoing, the registration of any Access Credential shall be subject to our approval (in our sole and absolute discretion) and we may from time to time prescribe eligibility criteria, requirements, procedures or policies in relation to such registration and activation and/or require you to submit information to authenticate your identity.

3.3. In addition, to register for the provisioning of any Access Credential to you, you shall:

- a. provide us with true, accurate and complete information and promptly notify us of any change in the information provided; and
- b. be solely responsible for the consequences of us acting or not acting on any inaccurate, incomplete, garbled, illegible or outdated information that you provide us.

3.4. We shall have no obligation to approve your registration for the provisioning of any Access Credential to you and we shall have the right at any time in our sole and absolute discretion to reject your registration for the provisioning of any Access Credential and/or deem you ineligible for SIF E-Services. In addition, subject to Applicable Law:

- a. we shall have the right to retain all information and documents submitted with your application without having to give or disclose any reason(s) thereof; and
- b. we shall not be obliged to respond to your request for the reason(s) and information if we in our sole and absolute discretion deem your application to be unsuccessful.

4. USE OF E-SERVICES

4.1. You hereby agree and acknowledge that, subject always to your continuing and full compliance with these Terms, we grant you a non-exclusive, non-transferable, non-sublicensable licence to use SIF E-Services under these Terms and only for your personal and non-commercial use. You further agree and acknowledge that all rights not expressly granted to you are reserved by us.

4.2. You agree and acknowledge that the Applicable Law of some countries may impose prohibitions or requirements in relation to your access and/or use of SIF E-Services, and you may be prevented by SIF from accessing or using SIF E-Services in such countries as SIF may determine from time to time. To the maximum extent permitted under Applicable Law, you shall not hold us liable for such prohibitions or requirements, or prevention by SIF from allowing you to access and/or use SIF E-Services.

4.3. If you access and/or use SIF E-Services whether from Singapore or outside Singapore, you shall be solely responsible for:

- a. ensuring that any such access and/or use is lawful according to the laws of Singapore or the local laws of the country of access and/or use; and

- b. your full compliance with any requirements that you must meet in order to access and/or use SIF E-Services.

You shall fully indemnify SIF in full from and against any losses that we may be subject to or suffer in connection with any failure by you to comply with such requirements.

4.4. You agree and acknowledge that we shall have the right not to support, in connection with SIF E-Services, any operating system, software, or feature (including any outdated or earlier versions thereof) that may be used by any Device.

4.5. Except insofar as expressly permitted under these Terms or otherwise in writing by us or as may be allowed by Applicable Law and where incapable of exclusion by agreement, you shall not (and shall not knowingly allow, permit, or assist any person to):

- a. disassemble, decompile, reverse-engineer, reverse-assemble, attempt to derive the source code of, communicate, republish, upload, post, transmit, edit, re-use, adapt, modify, rent, lease, loan, sell, assign, transfer, distribute, perform, display, license, sub-license, copy, translate, merge, combine with (or become incorporated with or in) any other program(s), vary, make alterations to, substitute, and/or modify SIF E-Services or any part thereof;
- b. create derivative works based on SIF E-Services or any part thereof;
- c. provide or otherwise make available SIF E-Services or any part thereof, in any form to any person without our prior written consent;
- d. access and/or use SIF E-Services, or any part thereof, in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, including but not limited to:
 - I. accessing and/or using SIF E-Services in any manner (or as part of any attempt) to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any person;
 - II. transmitting or allowing the transmission via SIF E-Services of any unlawful, harmful, vulgar, obscene or defamatory material or any material that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any Applicable Law; and/or
 - III. conduct any unlawful or criminal activities; and/or
- e. access and/or use SIF E-Services in a way that could damage, disable, overburden, impair or compromise SIF E-Services (or the systems and/or security thereof, including cybersecurity) or interfere with another person's access and/or use of SIF E-Services, including without limitation:
 - I. attempting to probe, scan, test the vulnerability of or gain fraudulent and/or unauthorised access to a system or network or to breach or circumvent security or authentication measures without proper authorisation; and/or
 - II. attempting to transmit a Unauthorised Code via SIF E-Services, or overloading, "spamming", "flooding", "mailbombing" or "crashing" SIF E-Services.

4.6. ACCESS AND/OR USE OF E-SERVICES IS ENTIRELY AT YOUR OWN RISK. You acknowledge and accept that SIF E-Services may use transmissions over the Internet which are never completely private or secure. You understand that any Personal Data, message, information or instruction (payment or otherwise) which you send in the course of your access and/or use of SIF E-Services will always carry the risk of becoming made public, and/or read or intercepted by others (regardless whether accidentally, maliciously, or otherwise).

5. DEVICE AND SECURITY

5.1. You agree and acknowledge that we shall have the right to determine from time to time the type, specifications, requirements, and/or configuration of software and/or hardware (including telecommunications equipment) acceptable for use in connection with SIF E-Services.

5.2. Unless expressly specified in these Terms, you shall obtain, and pay for, all telecommunications services, computer equipment, software, technical infrastructure, and data charges necessary to connect to, access and/or use SIF E-Services. We do not provide such services, equipment, software, or support and you shall need to obtain these from other providers at your own cost and risk. If you access and/or use SIF E-Services outside of Singapore, your access may be limited and subject to the relevant laws and regulations of that country. We will not be responsible for any fees, charges and expenses (such as IDD charges) or any other charges which may be imposed by your telecommunication or other service providers in connection with the use of SIF E-Services.

5.3. You hereby represent and warrant that any Device through which you access and/or use SIF E-Services is free from any electronic, mechanical, data failure or corruption and/or any Unauthorised Code. You further agree and acknowledge that we shall not be responsible for any electronic, mechanical, data failure or corruption and/or any Unauthorised Code that may be attributable to services provided by any relevant internet service provider or information service provider, all of whom you hereby acknowledge are third parties.

5.4. You agree, acknowledge, and undertake as follows:

- a. we shall have the right in our sole and absolute discretion to reject, as an Access Credential, any credential nominated by you from time to time, including without limitation Passwords which do not meet our security requirements;
- b. when selecting credentials to substitute any existing Access Credential, you shall not select any combination (such as any series of consecutive or same or similar numbers or alphabets) that is easily ascertainable, whether with reference to you or otherwise;
- c. any credentials nominated by you to substitute any existing Access Credential shall only take effect upon our confirmation that the substitution has been approved by us, and your use therefrom shall be governed by and subject to these Terms;
- d. if any Unauthorised Code is detected by us, we may, in our sole and absolute discretion, suspend, restrict or block your access to and/or use of SIF E-Services and we shall not be liable to you for any losses or damage as a result thereof;
- e. you shall only access or use SIF E-Services through any Access Credential issued to you by us upon your successful registration for the provisioning of the same;
- f. you shall be fully responsible and liable at all times for all activities and/or transactions performed via SIF E-Services where such activities and/or transactions are associated with any Access Credential, including without limitation any E-Instructions issued therefrom;
- g. you are responsible for and shall have a continuing obligation to maintain from time to time up-to-date and accurate information which you submit to us in connection with SIF E-Services, including your contact information;
- h. you shall not reveal any Access Credential to any person unless required by Applicable Law;

- i. you shall take all necessary steps to prevent disclosure (whether accidental or otherwise) of any Access Credential to any unauthorised person, including not keeping a record of any Access Credential in a way which may allow any third party to obtain or misuse any Access Credential;
- j. if you keep a record of any Access Credential, you shall exercise all reasonable endeavours to secure such record by: (i) keeping the record in a secure electronic or physical location accessible or known only to you; and (ii) keeping the record in a place where the record is unlikely to be accessed by an unauthorised person;
- k. if you discover or suspect that any Access Credential was disclosed to or discovered by an unauthorised person, or have any reason for suspecting that the security or confidentiality of any Access Credential or Device has been compromised (including without limitation fraudulent and/or unauthorised use), you shall immediately inform us and request for a change to the Access Credential; and
- l. you shall be solely responsible and liable for all losses and/or consequences arising from or in connection with any failure to comply with any of the foregoing.

5.5. Notwithstanding any other agreement to the contrary, you hereby consent for us to disclose any information (including your Personal Data) relating to you or your access and/or use of SIF E-Services, to any of our subsidiaries, branches, agents, correspondents, agencies, service providers and representative offices which has a legitimate business purpose for obtaining such information, including without limitation offering you products or services.

5.6. In addition to and without prejudice to the generality of the foregoing, you agree, acknowledge, and undertake as follows:

Access Credential

- a. you shall take all precautions to safeguard and keep your Access Credential confidential to prevent fraudulent and/or unauthorised access to and/or use of your Finance Account and/or access and/or use of SIF E-Services;
- b. you shall change your Password or PIN from time to time in accordance with our prevailing procedures, policies, requirements and guidelines. Notwithstanding anything in these Terms, we shall have the right, in our sole and absolute discretion, to change, de-activate or revoke your use of the Access Credential at any time without giving any reason therefor whatsoever and without prior notice to you and we shall not be liable or responsible for any losses suffered or incurred by you and/or any third parties or arising out of or connected with or by reason of such change, de-activation or revocation;

Security Token

- c. the Security Token shall remain our exclusive property at all times and you shall comply with all our instructions, requirements and procedures to activate the Security Token;
- d. you shall take all precautions and reasonable care to prevent loss, theft, fraudulent and/or unauthorised use of the Security Token including not allowing anyone else to activate or have access to or use it;
- e. you shall inform us immediately if you have lost the Security Token.

Device

- f. you shall ensure the security, proper use and maintenance of your Device, and take all necessary precautions to safeguard and prevent loss, theft, fraudulent and/or unauthorised access to your Device and you shall inform us immediately if you have lost your Device;
- g. you shall ensure that your Device shall be free of Unauthorised Code and that no Unauthorised Code will be transmitted from your Device in connection with your use of the same;

Reporting

- h. You shall make a report to us immediately when you suspect or become aware that:
 - I. your Access Credential and/or the Security Token is lost, stolen, misused or tampered with;
 - II. someone else knows your Access Credential; and/or
 - III. there has been fraudulent and/or unauthorised access to or use of your Access Credential and/or Security Token; and

Responsibility for any Losses

- i. you agree that we shall not be liable for any losses arising from:
 - I. any loss, theft, fraudulent and/or unauthorised use, misuse or tampering with of your Access Credential, Security Token or Device, or any defect, default, deficiency, malfunction or interference thereto; and/or
 - II. any consequence arising as a result of your failure to comply with these Conditions including but not limited to the above Conditions 5.6(a) to (g) and Condition 10 and/or any other security measures prescribed by us from time to time.

5.7 Suspension of Finance Account or Joint Finance Account

We may, at our absolute discretion, make available via SIF E-Services, a functionality to suspend the operation of your Finance Account or Joint Finance Account, as the case may be, as we deem fit. If you opt to use such functionality, you shall comply with our prevailing procedures that we may prescribe from time to time for such suspension via SIF E-Services, and you further acknowledge and agree that:

- a. your tapping/clicking of the aforesaid functionality button or similar functionality in the SIF Mobile Application or in the Internet Application shall be deemed to constitute your sending of a written instruction to us to suspend the operation of your Finance Account or Joint Finance Account, as the case may be, in accordance with, without limitation, Condition 16(a)(i) of the Fixed Deposit Account T&Cs;
- b. following the receipt of any such instruction, the operation of such specified Finance Account or Joint Finance Account, as the case may be, shall automatically be suspended such that you and (in the case of a Joint Finance Account) your Joint Finance Account holder will no longer be able to access the said Finance Account or Joint Finance Account or the funds therein and/or to use the Access Credential to access and/or use SIF E-Services and we shall not be liable for any losses suffered or incurred by you and/or your Joint Finance Account holder arising from or in connection with our acting on your said instruction; and

- c. if you wish to reinstate (which is to remove the suspension of) your Finance Account or Joint Finance Account(s), as the case may be, and the Access Credential, you and your Joint Finance Account holder (where applicable) must comply with our prevailing procedures and requirements for the reinstatement of your suspended Finance Account or Joint Finance Account, as the case may be, and the Access Credential, which shall include the submission of all relevant information, forms, documents, branch visits and/or such other procedures as may be prescribed by us from time to time and we may disclose such information, forms and documents to your Joint Finance Account holder (if applicable) or such other persons as we may see fit. We may reject or refuse to act on your instruction or request to reinstate your Finance Account or Joint Finance Account and the Access Credential, without giving any notice and/or reason whatsoever.

6. BIOMETRIC AUTHENTICATION FEATURE

6.1. You acknowledge and agree that:

- a. we may, in our sole and absolute discretion, make available the Biometric Authentication Feature to you;
- b. the Biometric Authentication Feature is made available to you on an "as is", "as available", and "as received" basis only and we make no representations or warranties of any kind, express or implied, about the accuracy, reliability or availability with respect to Biometric Authentication Feature, including as to its functionality and whether Biometric Authentication Feature will meet your requirements; and
- c. we shall not be held responsible for any losses suffered (regardless directly or indirectly) as a result of your use or activation of Biometric Authentication Feature, which shall be solely and entirely at your own risk.

6.2. You shall comply with our instructions, directions, procedures and requirements for the registration and activation of the Biometric Authentication Feature and the applicable terms and conditions of the Third Party Service Provider(s) providing the Biometric Authentication Feature. Without prejudice to the generality of the foregoing:

- a. unless we expressly prescribe otherwise, you shall use only fingerprint and/or facial identity as your Biometric Identity for the Biometric Authentication Feature;
- b. you agree and acknowledge that we shall have no duty to verify that any Biometric Identity registered on the Device is yours;
- c. you shall not permit any third party to register his/her Biometric Identity, nor shall you register any third party's Biometric Identity, as an Access Credential on your Device; and
- d. you shall not allow any third party to obtain possession of your Device and/or any Access Credential to carry out unauthorised or fraudulent transactions on your Device. We shall not be liable for any losses caused to or suffered by you if such third party performs any transaction (whether authorised or not authorised by you) or obtain payment and/or make payment of any monies belonging to you.

6.3. In addition, you agree and acknowledge that:

- a. the Biometric Authentication Feature relies on the Biometric Recognition Feature which is fully provided by Third Party Service Provider(s), including in respect of software and/or hardware; and
- b. as and when we choose to make available the Biometric Authentication Feature to you, you shall use the same at your own entire and sole risk.

6.4. Notwithstanding anything in these Terms, you agree that we are not the provider of Biometric Recognition Feature, and we shall have no liability for any breach, delay, or failure by the relevant third party independent service provider(s) or vendor(s) (including in respect of software and/or hardware) of the Biometric Recognition Feature. You further acknowledge that we are not responsible for the performance or non-performance of the Biometric Recognition Feature.

6.5. You agree and acknowledge that it shall be a continuing condition of your access to the Biometric Authentication Feature that the provision of the Biometric Authentication Feature shall be subject to such further terms and conditions as may be prescribed by:

- a. us; and/or
- b. relevant Third Party Service Provider(s) (including in respect of software and/or hardware), including their respective privacy policies, over which we have no control,

including in relation to the types of biometric data, devices, technical specifications, and/or the software versions that you may use in connection with the Biometric Authentication Feature, and that these terms and conditions shall further govern your rights and obligations in relation to your use of the Biometric Authentication Feature.

6.6. Without prejudice to the generality of the foregoing, you agree and acknowledge that your Personal Data may be collected, used, disclosed and/or processed by Third Party Service Provider(s) (who make available the Biometric Recognition Feature, including in respect of software and/or hardware) under their respective data protection practices which we have no control over, and we shall not be responsible for their respective compliance (or non-compliance) with applicable data protection laws (including the PDPA) and any consents required to be separately obtained from you by such Third Party Service Provider(s). We encourage you to learn about the data protection practices of the relevant Third Party Service Provider(s) to determine how they will handle any Personal Data they may collect from you in connection with the Biometric Recognition Feature.

6.7. You agree that any access and/or use of SIF E-Services associated with your Biometric Identity (whether such access or use of Biometric Authentication Feature is authorised by you or not) shall be deemed to be access and/or use (as the case may be) of SIF E-Services by you, and we shall not be responsible to verify any unauthorised and/or fraudulent use of your Biometric Identity as an Access Credential and/or to issue E-Instructions.

7. E-INSTRUCTIONS, MANDATES AND AUTHORISATIONS

E-Instructions

7.1. Subject to Condition 7.2, you agree and undertake that all E-Instructions shall:

- a. be issued by you strictly in accordance with the authorisations or mandates for the time being in effect, including in respect of the relevant Finance Account(s);
- b. be issued in accordance with these Terms in such mode(s) and/or method(s) as may be prescribed by us from time to time;
- c. once issued via SIF E-Services, be irrevocable, unconditional, final and binding on you and shall not be recalled, cancelled, withdrawn, amended or revised unless we, in our sole and absolute discretion, agree otherwise. If we choose to exercise our discretion to assist you in your request to recall, cancel, withdraw, amend or revise your E-Instructions, you acknowledge that we are under no obligation or duty to do so. We may use commercially reasonable efforts to assist you to do so, but we shall not be liable for any losses suffered or incurred by you and/or any other party. You hereby agree to indemnify us in full against any losses we may suffer or incur in connection with assisting you to recall, cancel, withdraw, amend or revise your E-Instructions; and
- d. in certain circumstances such as recurring and future date E-payments, you may request to amend, revise or cancel your E-Instructions and we will try to effect it on a commercially reasonable effort basis.

7.2. We shall have the right, in our sole and absolute discretion, to decline to comply with or act on any or all of your E-Instructions without giving any reason or prior notice. Subject to Condition 7.5 hereof, if we exercise our discretion to act on any or all of your E-Instructions, we may impose such additional terms and conditions in our sole and absolute discretion including but not limited to imposing fees for acting on such instructions. We shall have the right at any time and from time to time to vary or amend such fees in our sole and absolute discretion.

7.3. Any access and/or use of SIF E-Services associated with any Access Credential shall be deemed your access and/or use, and you agree that we shall be deemed to be authorised to act on any of your E-Instructions. You hereby accept our records of transactions as conclusive and binding on you for all purposes, and we may debit your Finance Account(s) with the amount of any deposit, withdrawal or transfer of monies or any other transaction amount in accordance with our record of transactions.

7.4. We shall not be liable to you and/or your Joint Finance Account holder and/or any third parties for acting upon any of your E-Instructions notwithstanding that it is subsequently shown that such instruction was not given by you. Such instructions shall be deemed irrevocable and unconditional and binding on you upon our receipt thereof notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the contents of such instructions and we shall have the right (but not obliged) to effect, perform or process such instructions without your further consent and without any further reference or notice to you.

7.5. We shall have the right but shall not be obliged to verify any E-Instructions by any means as we may determine in our sole and absolute discretion, including without limitation any online means or by phone or requiring you to provide us with written confirmation of such E-Instructions by way of a letter, email, SMS or facsimile, or such other mode as may be requested by us. We shall have the right to refuse to act on your E-Instructions unless and until such written confirmation is actually received by us.

7.6. You shall be wholly responsible for all transactions executed via SIF E-Services and associated with any Access Credential (whether such transactions executed using SIF E-Services were authorised by you or not) and for all of your E-Instructions, all of which shall be binding on you. As such:

- a. any risks of misunderstanding, any error or losses resulting from instructions (including E-Instructions) given by any unauthorised persons via SIF E-Services shall entirely be at your sole risk for which we shall not be liable; and
- b. we shall neither be liable for acting upon such instructions (including E-Instructions) nor be obliged to investigate the authenticity or authority of such persons effecting the instructions (including E-Instructions) or verify the authenticity, accuracy and completeness of such instructions (including E-Instructions).

7.7. Without prejudice to the generality of the foregoing, we shall have the right in our sole and absolute discretion to refuse to act on any E-Instruction and we shall not be liable to you, your Joint Finance Account holder and/or any third parties for any losses, damages, liabilities or expenses arising out of our refusal to act if:

- a. your E-Instruction is unclear, incomplete or inconsistent with other E-Instruction(s) issued to us by you and/or your Joint Finance Account holder;
- b. we are unable to investigate or verify the identity associated with the E-Instruction to our satisfaction;
- c. we have any doubt or suspicion on the authenticity, contents, clarity or origination of the E-Instruction and/or your access and use of SIF E-Services;
- d. your E-Instruction has lapsed or has been rendered invalid due to failure to comply with the Applicable Law;
- e. the form or content of E-Instruction is not in accordance with SIF's requirements, policies, procedures and/or practices as may be prescribed by SIF from time to time;
- f. the E-Instruction is not in accordance with your authorisation(s), mandate(s), and/or other instructions associated with the E-Instruction for the time being in effect;
- g. your E-Instruction cannot be processed due to a Force Majeure Event or disruption(s) that are beyond our reasonable control;
- h. processing your E-Instruction might expose us to legal action or censure from any government, regulator or law enforcement agency;
- i. your E-Instruction would cause you to exceed your applicable transaction or Finance Account limits; and/or
- j. you have insufficient funds in your Finance Account to perform the transaction.

7.8. We shall not be obliged to verify the accuracy of the account numbers or the identity of the account holders of any account with us and/or any other financial institution. Where payments and funds transfers are made to other financial institutions (and/or organisations), we shall not be responsible for any losses caused to or suffered by you and/or your Joint Finance Account holder and/or any third parties arising from non-acceptance or rejection by the receiving financial institution (and/or organisation) or any failure, delay or error by the receiving financial institution (and/or organisation) in crediting the account of your payee.

7.9. Without prejudice to the generality of the foregoing, unless we expressly agree otherwise in writing:

- a. we do not guarantee that any E-Instruction will be carried out within a particular time frame or in any particular order;
- b. if we receive your E-Instructions after the relevant cut-off time or deadline we set for transactions for any particular day, we may not carry out your E-Instructions until the next Business Day;

- c. we have the right to determine the order of priority in effecting your E-Instructions and other existing arrangements which you have made with us (such as cheques, standing orders and Interbank GIRO etc); and
- d. our decisions on all electronic financial transactions and other financial applications are at the sole and absolute discretion of SIF. In this respect, you agree that we shall not be liable to you and/or your Joint Finance Account holder and/or any third parties for any failure, delay, mistake, refusal, neglect or omission in acting upon any of your E-Instructions with regards to payments, fund transfers or otherwise and/or in the transmission of your aforesaid E-Instructions.

Service charges or other fees

7.10. We shall have the right to levy, impose or revise service charges or other fees from time to time in respect of SIF E-Services provided to you. Such charges or revisions shall take effect from the date stated in the notice. Where you continue to use the relevant SIF E-Services after such notification, you shall be deemed to have agreed to and accepted such charges or revisions to such charges. You hereby irrevocably and unconditionally authorise SIF to deduct from any of your Finance Account such service charges as payment to SIF for the provision and/or use of SIF E-Services.

Joint Finance Accounts

7.11. You agree and acknowledge that SIF E-Services is not available for use in relation to Joint Finance Account(s) operated with joint signing authority. For the avoidance of doubt, SIF E-Services shall be available in relation to Joint Finance Account(s) operated with single signing authority and all references in these Terms to Joint Finance Account(s) shall be to such Joint Finance Account(s) unless otherwise stated.

7.12. All transactions arising from the access and/or use of SIF E-Services to operate Joint Finance Account(s) shall be binding on all the Joint Finance Account(s) holders (whether such transactions executed using SIF E-Services were authorised by any or all Joint Finance Account holders or not). Each Joint Finance Account holder accessing and/or using SIF E-Services shall be jointly and severally liable to us under these Terms.

7.13. Each Joint Finance Account holder acting singly may be able to view such Joint Finance Account through SIF E-Services and subject to these Terms issue E-Instructions in respect of such Joint Finance Account.

7.14. Notwithstanding anything in these Terms, you agree and accept that we may at any time (in our sole and absolute discretion, and without giving any reason or prior notice) limit, restrict, suspend, and/or terminate your access to (including without limitation your ability to view) any of your Joint Finance Account(s) through SIF E-Services. You acknowledge and agree that we are entitled to refuse to act on any E-Instruction in respect of any Joint Finance Account without incurring any responsibility for any losses, liabilities or expenses to you and/or your Joint Finance Account holder and/or any third parties arising out of so refusing to act.

7.15. We shall have the right, at any time, to require all Joint Finance Account holders to expressly give consent to us in such manner as we deem appropriate before we choose, in our sole and absolute discretion, to act upon any E-Instruction in respect of any Joint Finance Account.

7.16. You agree, acknowledge, confirm, represent, and warrant that:

- a. each Joint Finance Account holder may, without consent from the other Joint Finance Account holder, register for the provisioning of any Access Credential to access and/or use SIF E-Services singly;
- b. we shall be authorised to disclose your information (including Personal Data) and all E-Instructions and/or transactions (including deposits, withdrawals, payments and transfer of monies) performed by you (including all transactions history) pursuant to SIF E-Services to your Joint Finance Account holder;
- c. all E-Instructions and/or transactions (including deposits, withdrawals, payments and transfer of monies) performed by you and/or your Joint Finance Account holder pursuant to SIF E-Services shall be deemed to be performed jointly by you and your Joint Finance Account holder. Your Joint Finance Account holder shall be jointly and severally liable for your liabilities as may arise, and vice versa; and
- d. you have procured the consent and the agreement of your Joint Finance Account holder to all E-Instructions and/or transactions (including deposits, withdrawals, payments and transfer of monies) performed by you pursuant to SIF E-Services and your Joint Finance Account holder shall not raise any objection thereto. You additionally agree to all transactions (including deposits, payments and transfer of monies) performed by your Joint Finance Account holder pursuant to SIF E-Services and you shall not raise any objection thereto; and
- e. Conditions 7.11 to 7.16 are applicable to you as a holder of a Joint Finance Account operated by a single signing authority where you use the SIF E-Services in connection with such account(s).

8. NOTIFICATION FEATURES

8.1. You acknowledge and agree that we may, in our sole and absolute discretion, make available Notification Features to you. The scope and features of Notification Features shall be as determined or specified by us from time to time. We shall have the right as we deem fit to terminate, modify, expand or reduce the Notification Features at any time and from time to time without giving any reason or prior notice.

8.2. You shall comply with our instructions, directions, procedures and requirements for the registration and activation of the Notification Features. Without prejudice to the generality of the foregoing, if you register with us to activate Notification Features:

- a. we may provide notifications in connection with SIF E-Services to you through SMS, email and/or such other channel (e.g. push notifications) as we may in our sole and absolute discretion deem appropriate and according to such timeframes as we may deem fit;
- b. you agree and acknowledge that SIF, in making available Notification Features to you, does not guarantee your receipt of any notification, and you understand and accept that your use of Notification Features shall be entirely at your own and sole risk (including as to compatibility with your Device);
- c. you shall provide us with such contact information as we may prescribe from time to time for the purposes of the Notification Features, and you shall have a continuing obligation to ensure that such contact information is at all times true, correct, complete, up to date, and accurate;

- d. you shall notify SIF immediately of any change in the contact information designated by you for the purposes of the Notification Features. Where you fail, omit or neglect to inform us of such change, we shall not be responsible for any losses, damages or any other consequences or liabilities which you and/or your Joint Finance Account holder and/or any third parties may suffer as a result of any notification being sent to your contact particulars prevailing in our records; and
- e. you agree and acknowledge that, to provide you with Notification Features, SIF may contract with one or more Third Party Service Provider(s) to provide, maintain and/or host aspects of the Notification Features, and you further agree and acknowledge that:
 - I. from time to time we may release and transmit your information (including your Personal Data and transactional and other information relating to your Finance Account(s), and/or your access and/or use of SIF E-Services) to such third parties; and
 - II. you hereby irrevocably and unconditionally agree and consent to such release and transmission of your information (including your Personal Data and transactional and other information relating to your Finance Account(s), and/or your access and/or use of SIF E-Services) to such third parties. You further acknowledge that, consequently, your information (including your Personal Data and transactional and other information relating to your Finance Account(s), and/or your access and/or use of SIF E-Services) may be placed and stored in servers outside SIF's control and agree that SIF shall have no liability or responsibility for such storage.

8.3. Any notification under the Notification Features shall be considered to be sent to you by us upon the broadcast of the notification (including by our duly appointed Third Party Service Provider(s)) to the contact particulars designated by you for the purposes of the Notification Features, regardless whether such notification is actually received by you.

8.4. For a Joint Finance Account, notification under the Notification Features in relation to a transaction will only be sent to the Joint Finance Account holder performing that transaction via SIF E-Services, but not to the rest of the account holders.

8.5. Subject to Condition 8.6, it shall be your sole responsibility to:

- a. ensure technical compatibility between your Device and Notification Features. You acknowledge that your ability to receive the notification alerts is dependent on the ability of your Device's service provider to support the Notification Features and subject to their terms and conditions and we shall not be responsible for any applicable charges and fees imposed by your service provider;
- b. enable notification alerts on your Device to receive notifications from our Notification Features;
- c. opt to receive transaction notifications for all outgoing transactions (of any amount) made from your Finance Account(s) from our Notification Features. If you opt not to receive transaction notifications for all outgoing transactions (of any amount), you shall assume entirely and solely the risks of any or all unauthorised or fraudulent transaction (including if you were to suffer or incur any losses, whether by your recklessness or otherwise);
- d. safeguard the security of your Device, and you accept the sole risk that transaction notification alerts sent to your Device via Notification Features may not be encrypted and may include details pertaining to your transactions. SIF shall not be liable in any way to you, your Joint Finance Account holder and/or any other parties for any losses should the transaction notification alerts be viewed or accessed by persons other than you and your Joint Finance Account holder; and
- e. monitor transaction notifications sent to the contact particulars designated by you for the purposes of the Notification Features.

8.6. We shall have the right to reject or refuse to act on your instruction or request relating to the Notification Features and any threshold limit set by you without giving any notice and/or reason whatsoever.

8.7. Notwithstanding anything in these Terms and without prejudice to any other non-liability conditions herein:

- a. we will not be responsible for any fees or charges imposed by your telecommunication service provider in relation to or in connection with you and/or your Joint Finance Account holder receiving notification under the Notification Features;
- b. we shall have no liability for any breach, delay, omission, act or failure by any third party independent service provider(s) or vendor(s) (including in respect of software and/or hardware) of the Notification Features; and
- c. SIF, its directors, officers, employees, agents and service providers shall not be liable for any losses that may be suffered or incurred by you, your Joint Finance Account holder and/or any other parties arising, directly or indirectly, in whole or in part, from causes or factors beyond SIF's control including but not limited to the following:
 - I. the non-delivery, delayed delivery, or the misdirected delivery of a notification under the Notification Features;
 - II. the non-receipt of a notification under the Notification Features;
 - III. the receipt of a notification under the Notification Features by any unauthorised or fraudulent third party;
 - IV. any inaccurate, incomplete or erroneous content in a notification under the Notification Features; and/or
 - V. any reliance by you or any other party on or use of the information provided in a notification under the Notification Features for any purpose.

9. THIRD PARTY CONTENT AND SERVICES

9.1. You agree that SIF may use any third party agents, consultants, contractors, sub-contractors, service providers, vendors, correspondents or intermediary financial institutions (each a "**Third Party Service Provider**") as SIF may deem fit to provide SIF E-Services and/or to carry out, perform or procure any of the matters, things or transactions relating to or in connection with SIF E-Services under these Terms. Under no circumstances shall it be construed that SIF is a party to any transaction between you and any such Third Party Service Provider or that such Third Party Service Provider's products, services, software and/or content are provided by SIF. SIF and its directors, officers, nominees, employees and related companies shall not be liable for any act, omission, neglect or default of such Third Party Service Provider.

9.2. SIF E-Services, or any part thereof, may contain hyperlinks to external websites which are not managed by us ("**External Websites**"). For example, External Websites may include the websites of Third Party Service Provider(s) providing you services, including without limitation MyInfo. You agree and acknowledge that:

- a. we do not investigate, verify or monitor the contents of External Websites, nor do we represent, warrant, or undertake to do so for you;

- b. links to External Websites are not an endorsement by us of those External Websites and we do not make (and shall not be construed as making) representations or warranties about any linked External Websites which you may come across or access through SIF E-Services;
- c. we shall not be held responsible for the information, content, software, products, services or other materials obtained on External Websites, and we shall not be liable to you, your Joint Finance Account holder and/or any other parties for any damages or losses arising from your access to and/or use of External Websites; and
- d. you are hereby put on notice that any access and/or use by you of such linked External Websites (including in connection with MyInfo Linkup) shall be entirely at your sole risk.

9.3. You acknowledge that SIF E-Services, or any part thereof, may display, publish or make available content that is provided by third parties (including, for example, content from other users, or content provided by Third Party Service Provider(s)), including MyInfo Data ("**Third Party Content**"). You agree that Third Party Content is the sole responsibility of the person that makes it available, and we make no representations or warranties as to the veracity or accuracy of such content. You further acknowledge and agree that any use by you of Third Party Content is entirely at your own sole risk and subject to the terms and conditions set by such third parties and we take no responsibility and assume no liability (whether direct or indirect, or any incidental, special, consequential damages whatsoever), including without limitation any damages for loss of profits or any other damages or losses in connection with your use of Third Party Content.

9.4. By creating a link or enabling access to External Websites or Third Party Content, SIF does not endorse or recommend any product or service offered or information contained on those websites or information made available by any Third Party Service Provider (including but not limited to stock quotes and foreign exchange rates) nor shall SIF be liable for any failure of products or services offered or advertised at any of these External Websites or as part of Third Party Content.

9.5. Any claim by you against (or any dispute between you and) a Third Party Service Provider shall be settled between you and the Third Party Service Provider. You will not claim against us in this respect.

10. YOUR OBLIGATIONS

10.1. You shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure, neglect or omission by you to comply with any of your obligations, representations and warranties contained in these Terms.

10.2. You shall have a continuing obligation:

- a. to comply with all Applicable Law when you or your Joint Finance Account holder access and/or use SIF E-Services;
- b. to comply with all directions, standards, guidelines, procedures, policies and requirements (as may be amended, revised, varied, supplemented or substituted from time to time) relating to SIF E-Services as may be notified by us from time to time;
- c. to monitor your access and/or use of SIF E-Services at all times and to notify us (through such channel as SIF may designate for this purpose) in writing immediately of any unauthorised or fraudulent transactions;
- d. upon request by SIF, to make a police report in respect of any unauthorised or fraudulent transactions relating to any Finance Account and/or any Access Credential and to provide us with such information and documents as may be required by us to assist us in our investigations;
- e. to notify us in writing of any of the changes referred to in Condition 19 hereof;
- f. to supply forthwith, at our request, all information confidential or otherwise, statements, documents and explanations (including information and documents in connection with or relating to your declarations and undertakings as set out in these Terms or in any application form prescribed by us or in any other document, letter or notice) as we may require from time to time, including without limitation such information as we may request for the purposes of assisting us to recover sums deposited, sent or transferred in error;
- g. to ensure that all information (including without limitation any contact information and the contact information designated by you for the purposes of the Notification Features) provided and submitted to SIF are true, correct, accurate and complete in all respects and undertake to correct and update the same in writing to SIF if they become wrong, incorrect, inaccurate, incomplete or misleading;
- h. to ensure that your Personal Data residing in MyInfo remains factually correct, accurate and complete at all times and if your Personal Data is incorrect, inaccurate, incomplete or misleading, you shall promptly correct and update the same in MyInfo;
- i. in addition to any other obligation you may have in respect of the Device, you shall:
 - I. update the Device's browser to the latest version available;
 - II. patch the Device's operating systems with regular security updates provided by the relevant operating system provider;
 - III. install and maintain the latest anti-virus software on the Device;
 - IV. use strong passwords (e.g. a mixture of letters, numbers and symbols) in respect of the Device;
 - V. not use a jail-broken Device to access and/or use SIF E-Services; and
 - VI. not upload or distribute in any way any Unauthorised Code through SIF E-Services;
- j. to perform all your other duties, responsibilities and obligations as set out in these Terms; and
- k. to comply with our security advisory guidelines and notices published at our website accessible at www.sif.com.sg.

10.3. You shall regularly review and comply with all your duties and obligations under the most current and updated version of the MAS E-Payments User Protection Guidelines.

10.4. If you provide information (confidential or otherwise) and the Personal Data of third parties (including but not limited to your Joint Finance Account holder, spouse, children, parents, siblings, relatives etc., and any other parties, as the case may be) to us, including all documents given, provided and submitted to us, you represent and warrant to us that you have the authority and all necessary consent(s) to do so. You confirm that all such information (confidential or otherwise) and the Personal Data of the relevant third parties are true, correct, accurate and complete in all respects and have been processed in accordance with Applicable Law including but not limited to the PDPA.

10.5. Where you or your Joint Finance Account holder has misused any of SIF E-Services, we reserve the right to terminate or suspend our provision of SIF E-Services to you immediately without any prior notice and we shall not be liable for any losses suffered by your or your Joint Finance Account holder as a result of such termination or suspension. In the event that such misuse has caused losses, you and/or your Joint Finance Account holder, as the case may be, shall indemnify us and our Indemnitee in full for such losses and shall pay such monies to us upon our demand.

11. REPRESENTATIONS, DECLARATIONS, UNDERTAKINGS AND AUTHORISATIONS

11.1. You warrant, represent, and declare that:

- a. you are of full age and not an undischarged bankrupt and not under any legal impediment or incapacity whatsoever;
- b. no legal actions, suits or arbitral or other proceedings of any kind whatsoever (whether civil or criminal) pending or otherwise have been instituted or threatened against you in Singapore or in any other jurisdictions;
- c. no bankruptcy proceedings have been commenced against you and no statutory demands have been served on you under the Bankruptcy Act (Cap. 20 of Singapore) in Singapore and/or under the bankruptcy laws of any other jurisdictions;
- d. no distress or execution will be levied or threatened on or against you and/or your property and assets or any part thereof in Singapore or in any other jurisdictions;
- e. all your Personal Data, confirmations, representations, declarations herein and under these Terms, answers, statements, information (confidential or otherwise), details, documents (or copies thereof), including without limitation the Personal Data of your Joint Finance Account holder (if any) and/or those of third parties, which you may from time to time provide or make available to us (the "Provided Data"):
 - I. are true, correct, accurate and complete;
 - II. you have the authority, and have procured the requisite consents under Applicable Law, to provide or make available the Provided Data to us;
 - III. shall at all times be processed in accordance with all Applicable Law (including but not limited to the PDPA); and
 - IV. shall, as we may request from time to time in connection with these Terms, be furnished to us in a timely manner, unless prohibited by Applicable Law;
- f. you have not withheld and/or distorted any Provided Data material and relevant to your: (i) registration for the provisioning of any Access Credential to you; and/or (ii) access and/or use of SIF E-Services;
- g. you hereby irrevocably and unconditionally consent to and authorise us to conduct credit checks and conduct searches on you, your Joint Finance Account holder and third parties in relation to the Provided Data and/or your registration for the provisioning of Access Credential to access and/or use SIF E-Services with any sources and/or any persons (including without limitation third parties and/or any other database and/or any other service providers) as we may from time to time deem fit or necessary in our sole and absolute discretion;
- h. you undertake to inform and update us in writing in accordance with the channels prescribed by us for such purposes if there is/are any change(s) relating to any of the Provided Data;
- i. where your Finance Account is a Joint Finance Account, each Joint Finance Account holder shall be jointly and severally liable to us for each and every Joint Finance Account holder's representations, declarations, undertakings and authorisations herein; and
- j. if any of the Provided Data is incorrect, false, inaccurate, incomplete or misleading:
 - I. we shall have the right, in our sole and absolute discretion, to reject or terminate your registration for the provisioning of any Access Credential or to terminate any Access Credential:
 1. without giving any reason therefor;
 2. without prior notice to you; and
 3. without any liability to you, your Joint Finance Account holder and/or any other parties for any interest, losses or compensation whatsoever; and
 - II. you shall be liable for any losses including all legal costs and expenses on a full indemnity basis suffered or incurred by us in connection with or in consequence of or arising out of such incorrect, false, inaccurate, incomplete or misleading Provided Data.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. You acknowledge and agree that:

- a. all works, information and materials (including without limitation documents, procedures, policies, data, descriptions, names, trademarks, service marks, logos, graphics, images, software, source codes, application programming interfaces, music, audio files or other sounds, photographs, videos, test environments, and images) which we may deploy or use in connection with SIF E-Services (or part thereof) and the contents thereof and all the Intellectual Property Rights associated therewith (collectively the "SIF E-Services IPR") which you may have access to are owned by us or the respective Third Party Service Provider(s) (as the case may be, and as applicable);
- b. the Government has sole and exclusive ownership and rights including all Intellectual Property Rights in and to MyInfo, including without limitation any application programming interfaces used in the MyInfo Linkup. We shall not be liable in any way whatsoever for any products and/or services made available by the Government in connection with MyInfo, and you shall not involve us in any claims against or dispute with the Government in connection with MyInfo;
- c. you shall not reproduce, distribute, adapt, modify, publish, republish, display, broadcast, link, frame or transmit in any manner or by any means or store in an information retrieval system, any part(s) of SIF E-Services IPR without the prior written permission of the relevant owner. Any rights not expressly granted herein are expressly withheld; and
- d. you shall not reproduce, use or display our name, trademark, service mark or SIF E-Services IPR without our prior written consent.

13. PERSONAL DATA

13.1. You agree and consent to SIF, its directors, officers, employees or agents collecting (including by way of video recordings and/or recorded voice calls), using, disclosing, processing and transferring at any time without any liability or further notice to you all or any information (confidential or otherwise) or particulars whatsoever regarding you including your Personal Data, details of transactions, your access and/or use of SIF E-Services, and/or other relevant particulars of your Finance Account (which you now have or may hereafter have with SIF) to any person whether located in or outside Singapore for any purposes which SIF considers appropriate, necessary or desirable or deem fit or reasonable including but not limited to the following:

- a. to SIF's head office, branches, subsidiaries and associated or related companies of SIF wherever located;
- b. to any person who has agreed to provide or is providing security to SIF for all or any moneys and/or liabilities owing or payable by you to SIF from time to time;

- c. to SIF's solicitors, any other professional advisors or persons or organisations as SIF deems fit for the purpose of preservation and/or enforcement of its rights, powers and remedies under any of the terms and conditions herein including but not limited to the collection and recovery of any sums of money due and owing by you to SIF;
 - d. in any judicial proceedings where: (i) your access and/or use of SIF E-Services; (ii) your Finance Account; and/or (iii) transaction(s) pertaining to your Finance Account, may be a relevant issue;
 - e. to any person or organisation providing electronic or other services in connection with your Finance Account for the purpose of providing, updating, maintaining and upgrading the said services in Singapore or elsewhere including but not limited to investigating discrepancies, errors or claims;
 - f. to any person or organisation whether in Singapore or elsewhere which is engaged by SIF for the purpose of performing or in connection with the performance of services or operational functions of SIF where such services or operational functions have been out-sourced;
 - g. to the stationery printer, external printer, agent or storage or archival service provider (including but not limited to any provider of microfilm services or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storage, microfilming and/or filing statements of accounts, specimen cards, labels, mailers or any other documents or items on which your name and/or other particulars appear, or any data or records or any documents whatsoever;
 - h. to the police or any public officer conducting an investigation in connection with any offence (including suspected offences) or requiring any information under the laws of Singapore and any other jurisdictions;
 - i. to any other banks, finance companies or any other financial institutions and credit agencies or any other organisations in Singapore and any other jurisdictions for the purposes of verifying the information provided by you and/or the transactions performed by you via SIF E-Services and/or to ascertain your financial situation;
 - j. to any credit bureau, credit reference agents and rating agencies in Singapore and any other jurisdictions and for the aforesaid parties to disclose the information to any third party or parties including but not limited to its/their members or subscribers;
 - k. to the relevant authorities for the purposes of conducting checks with the Do Not Call Registry;
 - l. to the MAS or any other person, regulatory, supervisory or other government agency, authority (including tax authority) or body, court of law or tribunal whatsoever, in Singapore or any other jurisdictions under any laws, regulations, agreements or treaties made by or between tax authorities and/or governments, for any purpose whatsoever;
 - m. to the auditors for the time being of SIF and/or of you. You shall pay all costs, charges, fees and other out-of-pocket expenses, whether legal or otherwise, in respect of such disclosures;
 - n. to any special accountant or consultant, manager and/or receiver appointed by SIF;
 - o. to any Joint Finance Account holder of any of your Finance Account(s) and/or for any service(s) made available to you (including SIF E-Services);
 - p. to any insurer, guarantor or provider of security relating to the deposit and/or you or any account(s) and/or service(s), or your auditor;
 - q. to SIF's agents or duly appointed Third Party Service Provider(s) in Singapore or any other jurisdictions, for any database or data processing purposes or any other purposes whatsoever, notwithstanding that the data disclosed may be collected, held or processed in whole or in part outside of Singapore;
 - r. to any party (including data centres acting for SIF and their officers, servants and agents) for data processing, statistical or risk analysis purposes;
 - s. to the Singapore Deposit Insurance Corporation or its successors or assigns;
 - t. to any insurer or insurance broker of, or direct or indirect provider of credit protection;
 - u. to any of SIF's related corporations, actual or potential assignees or transferees or any other person who has entered into or is proposing to enter into contractual arrangements with SIF including but not limited to any business transfers, disposals, mergers or acquisitions;
 - v. to any suppliers of goods or any service providers engaged by SIF;
 - w. to any service provider for the purpose of conducting searches and screening checks (including background, bankruptcy, winding up, judicial management, cause book, solvency checks, etc.);
 - x. to any debt collecting agencies, in the event of default in payment of monies owed by you to SIF;
 - y. to any stock exchange, securities exchanges, court, tribunal or authority (including any regulatory or tax authority) in Singapore or any other jurisdictions in the world, whether governmental or quasi-governmental;
 - z. to any party pursuant to any order of court or in accordance with the Applicable Law or any statutory or regulatory requirements of Singapore or any other jurisdictions;
- aa. to such person or persons whereby such disclosure is required or imposed by Applicable Law or under a duty to disclose;
 - bb. to any person to whom SIF considers such disclosure to be necessary or expedient for SIF to observe and perform its obligations hereunder or is necessary in order to provide you with Products and/or the Services in connection with SIF E-Services or your Finance Account;
 - cc. to any party for commercial financial services and/or E-Services or business purposes as SIF may deem fit or reasonable; and/or
 - dd. to any other party to whom SIF and/or its officers, employees or agents reasonably consider it is in the interest of SIF to make such disclosure.

13.2. Without prejudice and in addition to Condition 13.1 hereof, you consent to SIF and its related companies and their respective agents, service providers, suppliers, business partners, consultants and advisers collecting, using, disclosing, processing and/or transferring your Personal Data upon the terms and conditions as set out in SIF's Privacy Policy (accessible at www.sif.com.sg, or via such other website as may be designated by us from time to time). You confirm that you have read, understood and accept all the terms and conditions as set out in SIF's Privacy Policy Notice (as may be amended, revised, supplemented or substituted from time to time).

13.3. For the avoidance of doubt, all our rights under this Condition 13 shall be in addition to and without prejudice to any other rights of collection, use, disclosure, processing or transfer of all confidential information and/or Personal Data and/or Provided Data which we may have under Applicable Law and/or these Terms and nothing herein shall be construed as limiting any of those other rights.

13.4. You hereby irrevocably and unconditionally permit, consent, and authorise SIF and/or its related corporations and their officers, employees or agents to act in their sole and absolute discretion in any way they deem fit, without prior notice to you, when served with a court order issued by the Singapore courts or a court of any other jurisdiction and you shall not hold SIF and/or its related corporations

and their officers, employees or agents liable for any losses or damages incurred or suffered as a result of the actions of SIF and/or its related corporations in complying with such orders.

13.5. You consent to the collection, use, disclosure, storage, communication and processing of any of information (including but not limited to transactions and account balances) relating to your Finance Account(s) by any means necessary for SIF to maintain appropriate transaction and account records and to the release and transmission to and the retention by the relevant service providers of details of your Finance Account(s), transaction information and other information in connection with your use of SIF E-Services (whether in Singapore or elsewhere).

13.6. Where you instruct SIF to send or receive any funds by wire or other electronic transfers (be it cross-border or domestic) on your behalf (including as part of SIF E-Services), you agree and irrevocably and unconditionally consent to SIF, its directors, officers, employees or agents disclosing all information, details and particulars regarding you (including but not limited to your name, Finance Account number or unique reference number assigned by SIF where no Finance Account number exists, address, unique identification number, date and place of birth), the type and amount of currency involved and any other details and information pertaining to the transaction in the message or payment instruction that accompanies or relates to the wire or other electronic transfers (as the case may be). Where your electronic transfers involve a currency conversion, you are aware that such currency conversion will be effected at the prevailing rate determined by us and/or our bankers.

13.7. Where you instruct SIF to move physical currency or bearer negotiable instrument (hereinafter, a "CBNI"), each as defined in the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act (Cap. 65A), exceeding the prescribed amount (or its equivalent in a Foreign Currency) or such other amount as may be prescribed or amended from time to time under the said Act into or out of Singapore on your behalf or where SIF is the recipient of the CBNI on your behalf, you agree and irrevocably and unconditionally consent to SIF, its directors, officers, employees or agents disclosing all information and particulars regarding you (including your name, NRIC/Passport number, date of birth, nationality, occupation, etc.) and the CBNI (including the amount, country to/from which it is moved, owner/purpose of CBNI, name and address of the sender/recipient etc.) to the Commercial Affairs Department of the Singapore Police Force, the Immigration & Checkpoints Authority and/or any other relevant authorities (including regulatory authorities) prior to bringing the CBNI into Singapore or prior to sending the CBNI out of Singapore or upon its receipt of the CBNI, as the case may be.

13.8. For the purposes of the consents and authorisations given pursuant to these Terms by you and/or for the purposes of SIF and its related corporations complying with all Applicable Law in Singapore and any other jurisdiction in the world:

- a. you shall and hereby waive any bank secrecy, privacy or data protection rights in respect of your Personal Data and all information, details and particulars relating to your Finance Account and/or any other accounts deposit, savings, loan or otherwise you may have with SIF and its related corporations; and
- b. the consents and authorisations given by you pursuant to any of these Terms shall survive the termination or closure of your Finance Account(s) and/or any other accounts you may have with SIF for any reason whatsoever.

13.9. You hereby confirm agree, acknowledge, and accept that upon your withdrawal of your consents and/or authorisations to the collection, use, disclosure, processing and transfer of your Personal Data contemplated under these Terms:

- a. that SIF shall be unable to process your registration for the provisioning of any Access Credential to you and/or provide or continue to provide SIF E-Services to you; and
- b. you shall be fully liable for any losses or damages as a result thereof and such other consequence or liabilities prior to such withdrawal of your consents and/or authorisations.

13.10. For the avoidance of doubt, by registering for the provisioning of any Access Credential, and/or accessing and/or using SIF E-Services, each Joint Finance Account holder shall be deemed to have consented to our disclosure of their confidential information (including Personal Data) and account details, transactions and information to any other Joint Finance Account holder(s).

13.11. You agree that SIF shall not be responsible or liable for any losses suffered by you as a result of the disclosure of any information, account details, transactions and Personal Data concerning you and/or your Finance Account with SIF as a result of any unauthorised and/or fraudulent access or otherwise.

14. COMPLIANCE WITH APPLICABLE LAW

14.1. You agree and undertake to comply with all Applicable Law (including without limitation applicable tax laws) in Singapore and any other country in the world which apply to you, including reporting your worldwide income to the relevant and applicable tax authority/authorities in Singapore, the United States of America ("USA") and any other country in the world.

14.2. Without prejudice to the generality of Condition 14.1 hereof, you agree and undertake that, where applicable, you shall comply with the USA's Foreign Account Tax Compliance Act ("FATCA") and the Common Reporting Standard ("CRS") endorsed by the Organisation for Economic Co-operation and Development ("OECD") for the exchange and reporting of financial account information and any regulations or guidelines thereunder and any amendments, supplements, revisions, substitutions or re-enactments thereto from time to time.

14.3. If SIF is obliged by the Applicable Law to deduct or withhold any sum from your Finance Account, you irrevocably and unconditionally authorizes SIF to effect such deduction or withholding and pay the same in accordance with the Applicable Law. Where such payment involves a currency conversion, we shall effect the currency conversion at the prevailing rate determined by us.

14.4. You confirm, warrant, represent, and declare that you have read, understood and accept all the terms and conditions as set out in SIF's "FATCA Policy" and the "CRS Policy" (each accessible at www.sif.com.sg or via such other website as may be designated by SIF from time to time) as may be amended, supplemented, revised or substituted from time to time which shall form part of these Terms.

15. TERMINATION, SUSPENSION, ADDITION, WITHDRAWAL OR CHANGE OF E-SERVICES

15.1. We shall have the right at any time, and for such duration as we deem fit, in our sole and absolute discretion without giving any reason or prior notice to you therefor:

- a. add to, withdraw, terminate, restrict, suspend, vary, alter, cancel, change, substitute, modify, upgrade or expand:
 - I. SIF E-Services (whether in whole or in part), including without limitation the content, offerings, services, products and/or functionalities of SIF E-Services;
 - II. the MyInfo Linkup;
 - III. the modes, methods or channels available for accessing SIF E-Services; and/or
 - IV. any operating system, software, or feature security or otherwise that is part of or supports SIF E-Services; and/or
- b. terminate, cancel, limit or suspend:
 - I. your access and/or use of SIF E-Services; and/or
 - II. any Access Credential.

15.2. SIF shall have the right, at its sole and absolute discretion, with notification to you in accordance with Condition 27 hereof, to terminate these Terms or any part thereof. Termination of these Terms (howsoever arising) shall not affect any rights or obligations of the Parties accrued prior to the effective date of termination.

15.3. Without prejudice to the generality of the foregoing, we shall have the right, at any time and from time to time, to set, vary, revise or cancel the limits for any transactions (including but not limited to deposits, withdrawals, payments, fund transfers etc) that may be carried out through SIF E-Services, whether in monetary or numerical terms or otherwise, and to vary or revise their frequencies and availability periods at our sole and absolute discretion.

15.4. SIF shall not be liable for any claims, demands, actions and proceedings, losses, damages, costs (including legal costs on a full indemnity basis) expenses, inconvenience, embarrassment or any other liabilities of any kind whatsoever which you, your Joint Finance Account holder and/or any third parties may incur or suffer directly or indirectly as a result of SIF exercising its rights under the above Condition 15.1, 15.2 and/or 15.3.

15.5. You may at any time, upon giving us at least seven (7) days' prior written notice, terminate your access and/or use of SIF E-Services.

16. DISCLAIMER OF LIABILITY

16.1. You agree and acknowledge that:

- a. SIF E-Services are provided "as is" and "as available" without warranty of any kind (whether express, statutory, implied or otherwise);
- b. SIF HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, SATISFACTORY QUALITY, ACCURACY, ADEQUACY, COMPLETENESS, TIMELINESS, MERCHANTABILITY, CURRENCY, RELIABILITY, PERFORMANCE, SECURITY, FITNESS FOR A PARTICULAR PURPOSE, CONTINUED AVAILABILITY, OR INTER-OPERABILITY WITH OTHER SYSTEMS OR SERVICES, AND NO SUCH WARRANTY OR REPRESENTATION IS GIVEN IN CONJUNCTION WITH SIF E-SERVICES; and
- c. without prejudice to the generality of the foregoing, the information and materials contained in SIF website for accessing SIF E-Services (including without limitation text, graphics, links or other items) are provided "as is" and "as available". SIF does not warrant the accuracy, adequacy or completeness of such information and materials and expressly disclaims liability for errors or omissions in such information and materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from Unauthorised Code, is given in conjunction with such information and materials.

16.2. Notwithstanding anything in these Terms, in no event shall we and our nominees, agents, contractors, service providers and their respective directors, officers and employees be liable to you, your Joint Finance Account holder and/or any parties for:

- a. any losses, damages, costs (including legal costs) and expenses caused by or attributable in whole or in part to your own acts or omissions, (such as insufficient funds in your Finance Account to make any deposit, withdrawal, payment or transfer etc.), default, neglect or failure to perform your duties, obligations and responsibilities under these Terms;
- b. any indirect, incidental, consequential, special or exemplary costs, claims, expenses, losses or damages, even if we have been informed of the possibility of such costs, claims, expenses, losses and damages;
- c. fines, penalties or other levies or charges imposed by any governmental or regulatory authority in Singapore and/or any other jurisdictions;
- d. any loss of interest, any loss of revenue, loss of opportunities business or otherwise, lost profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any hardware, device or software;
- e. any breach or non-compliance by you and/or any Joint Finance Account holder of any of these Terms;
- f. any act or omission (including disclosure), whether authorised by you or not of any Personal Data and/or information confidential or otherwise relating to the Finance Account by any third party (including any MyInfo service provider and any internet service provider). In respect of third party products and/or services, we shall not be construed to be a party to any transaction, if any, between you and any third party products and/or services provider. We shall not be liable in any way whatsoever for any products and/or services supplied by any such third party. You shall not involve us in any claims against or dispute with such third party;
- g. any act, omission, mistake, negligence, wilful default or fraud committed by you and/or any Joint Finance Account holder;
- h. any disclosure (whether authorised by you or not) of any Personal Data and/or information confidential or otherwise relating to the Finance Account transmitted by you and/or your Joint Finance Account holder through SIF E-Services or any internet service provider;
- i. the improper, fraudulent, and/or unauthorised: (1) access; and/or (2) use, of SIF E-Services;
- j. any damage to Devices, related facilities or software as a result of access to and/or use of SIF E-Services;
- k. any error, incompleteness, inaccuracy, delay or failure in any transmission, despatch or communication facilities;
- l. any access (or inability to or delay in accessing) by any Device to SIF E-Services or for any defect or malfunction in any such Device;
- m. any restriction(s) to the operation of SIF E-Services (including without limitation transaction limits and/or cut-off time limits) or otherwise set by SIF at any time and from time to time (or if SIF E-Services are otherwise affected) for whatever reason beyond SIF's control;
- n. any:
 - I. alteration, amendment, revision, variation or cancellation of your instructions; and/or

- II. deposit, withdrawal and/or payment requests; and/or
- III. fraud and/or forgery of your electronic signature,

regardless whether due to any act, omission, mistake, default or negligence by you and/or your Joint Finance Account holder or otherwise;

- o. any partial or total delay, breakdown, failure and/or malfunction of any equipment, computer system, hardware, and/or or software, including without limitation any Device, Biometric Recognition Feature, Biometric Authentication Feature, telecommunication lines, transmission or communication facilities, network terminal, data processing system, server, security system or any other equipment of SIF and/or its respective service providers, including without limitation due to system maintenance, power failures, mechanical failures, sabotages or any other causes whatsoever;
 - p. any Unauthorised Code, including without limitation those designed to permit fraudulent and/or unauthorised access and/or use, hacking or sabotage of the computer system hardware or software, terminal communication lines, transmission or communication facilities or any other equipment and/or software of any Third Party Service Provider;
 - q. any other causes whatsoever which may interfere with or interrupt the normal operation of SIF E-Services;
 - r. non-verification of (or inability or failure to) detect the authenticity your signature (including electronic signature) or identity, fraud, forgery, and/or any other similar reasons;
 - s. any loss of, destruction to or error in SIF's records, howsoever caused;
 - t. any actual or potential claim by any party for payment or transfer of monies, repayment or refund of monies or any dispute or legal actions/proceedings (civil, criminal or otherwise) in connection with or arising out of any transaction relating to your Finance Account and/or your access to and/or use of SIF E-Services;
 - u. any act or omission (including any mistake, negligence, wilful misconduct or fraud) or bankruptcy, insolvency, winding up, receivership or judicial management or re-organisation or re-structuring of any agent, nominee, correspondent, counterparty or Third Party Service Provider used by SIF;
 - v. any act, omission, breach of contract, mistake, negligence or any tortious liabilities of SIF, its officers, employees or agents acting in good faith in executing your instructions;
 - w. any losses, damages or expenses caused by or attributable in whole or in part to any Force Majeure Event or any other causes beyond the control of SIF, including without limitation if the funds credited or debited from your Finance Account diminish in value due to taxes, levies, depreciation or fluctuation in exchange rates or become unavailable;
 - x. the occurrence of any Force Majeure Event;
 - y. any losses, damages or expenses in connection with MyInfo, including any inaccuracies in your data residing in MyInfo, any interruption, delay or error relating to MyInfo or the MyInfo Linkup, and/or any security breach in data transmission through the MyInfo Linkup or between MyInfo and SIF E-Services;
 - z. lack of information or failure by you to provide clear, necessary, complete, accurate and timely information for completing the transaction (including but not limited to deposit, withdrawal, payment or transfer of monies) and/or performance of the transaction;
- aa. any use, misuse, purported use or misuse, loss, theft or fraudulent and/or unauthorised use of your Device;
- bb. any use, misuse, purported use or misuse or fraudulent and/or unauthorised use of SIF E-Services, including without limitation by reason of a third party's Biometric Recognition Feature being enrolled on your Device;
- cc. the exercise by SIF of any its rights, powers and remedies under these Terms;
- dd. any destruction or alteration of your instructions or any other instructions, data or information confidential or otherwise relating to your Finance Account transmitted by you and/or your Joint Finance Account holder through SIF E-Services;
- ee. your sharing of any information confidential or otherwise relating to your Finance Account provided through SIF E-Services;
- ff. your refusal, failure or neglect to follow and comply with SIF's security advisory guidelines and instructions, procedures, policies and directions for accessing to and/or using SIF E-Services;
- gg. your refusal, failure or neglect to secure your registered Device from any unauthorised or other hardware device(s) attached or loaded and/or software program(s) loaded or installed to/in your computer or registered Device which is used to access any SIF E-Services;
- hh. your refusal, failure or neglect to install the necessary anti-virus softwares on your Device and/or your computer;
- ii. any SIF E-Services not being available or functioning;
- jj. your computer or hardware or any other device (including any Device) not working or functioning properly or the inability to generate the OTP as a result of any failure or errors of your Device or incompatibility of your Device with such functionality;
- kk. the inability of your Device and/or the browser provider to provide the necessary information confidential or otherwise relating to your Finance Account to complete the transaction (including but not limited to deposit, withdrawal, payment or transfer of monies);
- ll. the products and/or services of your Internet service provider, network service provider or telecommunication service provider (or their respective agents or sub-contractors) not functioning properly or not being able to be accessed by you;
- mm. any failure to receive or delay in receiving your instructions because of any failure of your Device or other facilities or the telecommunication network used;
- nn. any failure or delay in completing any transaction relating to your Finance Account where your instructions are ambiguous, incomplete or inaccurate;
- oo. any unsuccessful generation of the OTP or transaction code or the Notification Features, whether or not arising from any failure, refusal, delay or error by any Third Party Service Provider or third party system, equipment or device (including Device) through whom such transaction is made;

pp. any failure to perform our obligations if such performance would result in a breach by SIF of the Applicable Law and/or the requirements of any government or authority of Singapore and/or any other jurisdictions in the world;

qq. any transaction carried out: (i) with your knowledge and consent; and/or (ii) with the knowledge and consent of your Joint Finance Account holder;

rr. any circumstances where you and/or your Joint Finance Account holder have acted negligently, fraudulently, dishonestly or in a criminal manner, alone, jointly or with others; and/or

ss. any other circumstances beyond SIF's control whether in Singapore and/or any other jurisdictions.

16.3. For the avoidance of doubt, without prejudice to any other term of these Terms:

- a. you and/or your Joint Finance Account holder shall be liable for all losses arising from any transaction where you and/or your Joint Finance Account holder's recklessness, fraud or negligence was the primary cause of the losses. Recklessness shall include, without limitation, the situation where you and/or your Joint Finance Account holder, as the case may be, fail, refuse or neglect to comply with these Terms including but not limited to Condition 10.3; and
- b. you shall be liable for all transactions (including deposits, withdrawals, payments and transfers of monies) done, performed or instructed by your Joint Finance Account holder notwithstanding that your Joint Finance Account holder acts or has acted fraudulently to defraud you and/or us. In addition, your Joint Finance Account holder shall be liable for all transactions (including deposits, withdrawals, payments and transfers of monies) done, performed or instructed by you notwithstanding that you act or have acted fraudulently to defraud your Joint Finance Account holder and/or us.

16.4. No action regardless of form arising out of or in connection with SIF E-Services may be brought by you against SIF more than one year after the cause of action has arisen.

16.5. Where by operation of Applicable Law, SIF's liability may not be excluded or limited in accordance with these Terms, then to the maximum extent permitted under Applicable Law, our maximum liability for any single or aggregate claims, suits, demands, actions or other legal proceedings relating to the same transaction, whether based on an action or claim in contract, negligence, tort or otherwise, shall not exceed (i) the amount of the transaction which gave rise to the claim; or (ii) the direct damages actually sustained by the claimant; or (iii) the sum of Singapore Dollars Five Hundred Thousand (S\$500,000.00), whichever is the lowest.

16.6. Unless otherwise expressly agreed by SIF in writing, SIF does not assume or provide any advisory, fiduciary or financial advice or similar or other duties to you. You acknowledge and accept that you shall obtain and seek the necessary independent legal, tax, financial and other advice in relation to: (a) the opening and/or the operation of your Finance Account; (b) your access and/or use of SIF E-Services; (c) the provision of any Services and/or Products by SIF; and/or (d) any transaction between you and SIF or effected by SIF pursuant to E-Instructions or your other instructions by you and/or your Joint Finance Account holder.

17. INDEMNITY

17.1. You hereby unconditionally and irrevocably undertake to indemnify, defend and hold harmless SIF and its Indemnitees from and against any and all losses which may be sustained, instituted, made or alleged against, or suffered or incurred by SIF and/or any of its Indemnitees, and which arise (whether directly or indirectly) out of or in connection with:

- a. any breach by you of your representations, warranties, undertakings or obligations (including under these Terms);
- b. any breach or non-compliance by you and/or any Joint Finance Account holder of any of these Terms;
- c. any legal actions/proceedings (civil, criminal or otherwise) commenced against SIF in connection with or arising out of or in connection with your access and/or use of SIF E-Services;
- d. your failure, refusal or neglect to perform, observe or comply with your duties or obligations under these Terms and/or the processes, procedures, policies and requirements set or imposed by SIF for the SIF E-Services as may be amended, varied, revised or substituted from time to time;
- e. any of the Provided Data is found to be untrue, inaccurate, incorrect, incomplete, and/or misleading;
- f. your failure, neglect or refusal to comply with SIF's request for information and/or documents;
- g. your access and/or use of SIF E-Services;
- h. any communication (including E-Instructions) made by you and/or your Joint Finance Account holder via SIF E-Services, or us acting upon or carrying out of any such communication, or the taking of steps in connection with or in reliance upon any such communication (including SIF E-Services);
- i. our collection, usage, disclosure, storage, retention or handling of the MyInfo Data;
- j. your use of the MyInfo Linkup;
- k. SIF acting upon any consent obtained from you and/or your Joint Finance Account holder to use, transmit or disclose MyInfo Data, whether or not such consent has been genuinely provided by the person to whom the aforesaid MyInfo Data relates;
- l. SIF acting or carrying out, delaying in acting or carrying out, or failing to act or carry out, any instructions (including E-Instructions) pursuant to these Terms; and/or
- m. your suspension of any Finance Account(s) (including but not limited to Joint Finance Account(s)) or Access Credential, or your use of any SIF E-Services functionality relating thereto.

18. CHARGES, FEES, COSTS AND TAXES

18.1. SIF shall have the right, at any time and without notice, to impose, revise or vary the transaction fees, processing fees, service charges and any other charges at our prevailing prescribed rate for SIF E-Services and SIF may debit your Finance Account for all such transaction fees, processing fees, service charges and other charges payable to SIF.

18.2. All charges (including administrative and/or bank charges), commission, interest, fees, expenses and any other costs of any nature which may be levied by SIF, any financial institution (including but not limited to a bank engaged by SIF), non-financial institutions, agents

or any other person, firm, company, corporation or any other entity or any third party service providers in connection with or arising out of any transaction or instruction relating to SIF E-Services shall be borne by you.

18.3. Any payment by you under these Terms shall be made free of any restrictions or conditions and free and clear of and without deduction or withholding in respect of any tax, penalty, sanction or similar levies. If you and/or your Joint Finance Account holder are required by any Applicable Law to effect such deduction or withholding, then the amount due and payable to SIF shall be increased by such amount as shall result in SIF receiving an amount equal to the amount SIF should have received in the absence of such deduction or withholding.

18.4. In the event that GST or withholding tax or any other tax is now or hereafter chargeable by law on any payment hereunder or is required to be paid on any monies payable to or received or receivable by SIF or any expenses incurred by SIF, you and/or your Joint Finance Account holder shall pay on demand such GST and/or the withholding tax and/or any other tax at such rate(s) as may be prescribed by Applicable Law from time to time in addition to all other sums payable hereunder or relating hereto, and you agree to indemnify in full SIF against the payment if SIF is required by Applicable Law to collect and make payment in respect of such GST and/or withholding tax and/or any other tax and such indemnity shall include interests from the date of payment by SIF to the date of full payment by you at such rate(s) as SIF may stipulate from time to time.

18.5. SIF shall have the right at any time to debit (without notice) your Finance Account for all charges, fees, expenses, costs, taxes (including GST), commission, interests or other sums (including all overdraft monies) payable to SIF by you notwithstanding that it may result in a debit balance in your Finance Account.

19. NOTIFICATION OF CHANGES

19.1. You shall promptly notify SIF in writing of any change in the requirement(s) relating to your access and/or use of SIF E-Services, including without limitation any change in your name, occupation, address (including mailing, residential, office, registered or email addresses), contact information for the Notification Features, identification documents, telephone, mobile or facsimile number and/or any other relevant particulars, and such notification shall not be effective until actual receipt by SIF.

19.2. SIF shall have the right to a reasonable period of time (of not less than seven (7) Business Days from receipt) to process such notification of changes. Pending the completion of the processing of the aforesaid changes, SIF is authorised to continue to process your E-Instructions in accordance with your mandate given to SIF prior to actual receipt by SIF of the changes or to continue to send communications to you in accordance with Condition 20 hereof.

20. COMMUNICATIONS

20.1. All statements of account, confirmation advices, notices, letters, emails, documents or demands and any correspondence (hereinafter collectively called "communications") to you or any other communications with you under these Terms and/or in connection with SIF E-Services, or any part thereof, may be sent by ordinary post, facsimile or email or other electronic transmission including but not limited to SIF Mobile, or hand-delivery or such other manner as we deem fit to your last known address, facsimile number, email address or other relevant mobile, residential or office telephone numbers as shown in our records and shall be deemed to have been received by you on the day following such posting, or on the day of the facsimile or on the day the email or other electronic transmission was sent or on the day when it was hand delivered, as the case may be, notwithstanding that the communications could not be delivered or transmitted or were returned undelivered or notwithstanding that you may not be alive then. If any communication is returned undelivered, we will not send any further communication to you until you have notified the changes to us in accordance with Condition 19.1 hereof.

20.2. All communications to you may, in addition to or as an alternative means of communication in our sole and absolute discretion, be communicated to you through any part of SIF E-Services, our website, the press, radio or television broadcasts, SMS, WhatsApp or any other media chosen by us in our sole and absolute discretion and you shall be deemed to have notice thereof on the date of publication, broadcast or communication. We may also, in our sole and absolute discretion, communicate with you by displaying a notice in our premises at our main office and/or our branches.

20.3. To the maximum extent permitted under Applicable Law:

- a. you and/or your Joint Finance Account holder shall not hold us liable in the event any communication is delayed, intercepted, lost and/or fail to reach you during delivery, transmission or despatch, or if the content of such communications is disclosed to any third party during transit; and
- b. you and/or your Joint Finance Account holder shall bear the risk of such communications.

20.4. You consent to the effecting of personal service of any legal process or any notice, document or summons which is required by any legislation and/or subsidiary legislation to be personally served, by way of registered post to your last known address as shown in our records, and also consent to such service being deemed as good, valid and effective personal service two (2) Business Days after such legal process, notice, document or summons was posted by registered post as aforesaid, even if it could not be delivered or was returned undelivered.

20.5. A written statement by an officer of SIF confirming the posting of any communications whatsoever from SIF shall be binding and conclusive evidence of this fact as against you and/or your Joint Finance Account holder. SIF's records and any records of the instructions, communications, operations or transactions made or performed, processed or effected through SIF E-Services by you or any person purporting to be you (with or without your consent) or any record of transactions relating to the operation of any SIF E-Services shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of the transaction and your liability to SIF and you agree not to dispute the validity, accuracy or authenticity of any such records and evidence.

20.6. Where you or your Joint Finance Account holder have given a E-Instruction to SIF to retain for your collection any communication, which but for the said E-Instruction SIF would have despatched the communication to you or your Joint Finance Account holder, each of such communication shall be deemed to have been despatched and received by you and your Joint Finance Account holder at the time when it first becomes available for collection by you or your Joint Finance Account holder.

20.7. In the case of a Joint Finance Account, any communication (a copy thereof shall be sufficient) including but not limited to the service of any legal process, notice, document or summons under the above Condition 20.4 sent, despatched or delivered to or served on any one of the Joint Finance Account holders as may be selected by SIF at its sole and absolute discretion shall be deemed validly sent, dispatched, delivered or served upon all Joint Finance Account holders and shall be binding on each and every Finance Account holder. In addition, any notice or communication relating to SIF E-Services (including but not limited to the Notification Features under Condition 8) given by us to one Joint Finance Account holder shall be deemed to have been served on every and all the other Joint Finance Account holders.

21. MONEY LAUNDERING

21.1. We may take any action we consider appropriate and deem fit in our sole and absolute discretion (including but not limited to the termination of any Access Credential and/or the Finance Account(s)) to comply with Applicable Law (including without limitation the laws and regulations of Singapore and other jurisdictions) concerning AML and anti-terrorist financing and the provision of financial and other services to persons, entities or countries sanctioned or named under those laws and in doing so, we shall not be liable to you and/or your Joint Finance Account holder and/or any party for any direct, indirect or consequential losses or damages including loss of profit or interest suffered or incurred thereto.

21.2. We shall have the right at any time and from time to time to conduct all necessary and relevant searches (including but not limited to AML searches) on you, your Joint Finance Account holder and any parties related to you and/or your Joint Finance Account holder. You and/or your Joint Finance Account holder may not be allowed to access and/or use SIF E-Services until and unless we have completed such searches and the same are satisfactory to us.

22. RIGHT OF SET OFF

22.1. In addition to any general lien or similar right to which SIF may be entitled by law, SIF shall be entitled at any time and without notice to you to combine, consolidate or merge all or any of your accounts with SIF (including but not limited to your Finance Accounts) and to set off any amount standing to the credit in such accounts (whether matured or not) against your liabilities to SIF including but not limited to any monies due and owing to SIF, charges and fees for our provision of SIF E-Services, the Goods and Services Tax and any losses incurred or suffered by SIF arising out of or in connection with our provision of SIF E-Services (collectively the "**Liabilities**").

22.2. SIF may set off the Liabilities of the Joint Finance Account holder under any Joint Finance Account against the credit balances to which all the Joint Finance Account holders are singly or jointly entitled.

23. GOVERNING LAW AND JURISDICTION

23.1. These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of Singapore.

23.2. You agree to irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

23.3. In enforcing these Terms, SIF is at liberty to commence legal actions or proceedings in the Republic of Singapore or elsewhere as SIF may deem fit and to commence concurrent legal actions or proceedings in more than one country.

24. GENERAL

24.1. Assignment / Novation: These Terms are personal to you, and shall not be assigned or novated either as to the whole or any part thereof, without our prior written consent. We may, by notification to you, assign or novate the whole or any part of these Terms to any party, and you shall be deemed to have consented to such assignment or novation, which shall be effective on the date that we notify you.

24.2. Binding Effect on Successors-in-title: These Terms shall be binding and enure to the benefit of Parties and their respective successors in title and permitted assigns and shall continue to be binding on you notwithstanding:

- a. any change in the name or constitution of SIF; or
- b. any consolidation, amalgamation or merger of SIF into or with any other entity. In the event of such consolidation, amalgamation or merger, such entity shall be substituted for SIF in relation to the terms and conditions herein which shall continue in full force and effect as between the entity and you.

24.3. Subcontracting: You shall carry out your obligations hereunder personally. You shall not subcontract the whole or any part of your obligations under these Terms without our prior written consent. SIF shall have the right to outsource or sub-contract any part of its finance company operations to any third party or parties (including but not limited to any party outside Singapore) on such terms and conditions as it deem fit at its sole and absolute discretion. Such operations shall include but not limited to information technology services, printing of any documents, forms, creation, maintenance and archiving of documents and records, mailing of documents and debt collection.

24.4. Costs: Unless otherwise stated herein, you shall bear your own legal and other costs and expenses of and incidental to these Terms, and you shall perform all of your obligations under these Terms at your sole cost and expense.

24.5. Entire Agreement: These Terms, and the documents referred to in it, embodies the entire agreement and understanding between the Parties relating to the subject matter of these Terms, and supersedes all prior agreements and understandings relating to the subject matter hereof.

24.6. Force Majeure Event: Save as otherwise specifically provided in these Terms:

- a. we shall not be liable for failures or delays in performing our obligations hereunder arising from any Force Majeure Event, and in the event of any such delay, the time for our performance may be extended by us at our sole and absolute discretion for a period equal to the time lost by reason of the delay; and
- b. SIF shall not be liable for any delay, losses, damage or inconvenience caused, incurred or suffered by you and/or your Joint Finance Account holder and/or any other parties arising from or in connection with the Force Majeure Event.

24.7. Further Assurance: Each Party shall do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to these Terms, and to give the other Party the full benefit of these Terms.

24.8. Illegality: The illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision. Notwithstanding any other provision herein, if by reason of any Applicable Law or regulation or regulatory requirement (whether or not having the force of law) or any change therein or judicial decision relating thereto or the interpretation or administration or application thereof, it shall become (or it shall appear to SIF that it has or will become) unlawful or otherwise prohibited for SIF to maintain or give effect to any of its obligations herein, SIF shall thereupon notify you to that effect and you and/or your Joint Finance Account holder shall immediately upon receipt of such notification from SIF repay the whole of all monies (including all overdraft monies) and all outstanding interest, fees, commissions, charges, costs (including legal costs on a full indemnity basis) and expenses due and owing by you and/or your Joint Finance Account holder to SIF.

24.9. No Partnership: The Parties hereto are independent contractors, and nothing in these Terms shall create, or be deemed to create, a partnership, joint venture or agency relationship between the Parties.

24.10. No Waiver: No omission, failure or delay by us in exercising any or part of our rights under these Terms shall operate as a waiver thereof and does not prejudice or affect our right subsequently to act strictly in accordance with our rights. The rights and remedies provided in these Terms are cumulative and not exclusive of any rights or remedies (whether provided by law or otherwise). SIF is entitled to waive compliance with any terms and conditions herein, but such waiver shall be without prejudice to SIF's right to enforce compliance with any such terms and conditions on any other occasion.

24.11. Severability: The provisions of these Terms are severable, and if any provision, or any portion thereof, is determined by a competent court or tribunal to be illegal, invalid or unenforceable for any reason under Applicable Law (including without limitation the laws of any country), any remaining portion of that provision, and all other provisions of these Terms, shall remain valid and enforceable to the fullest extent permitted by law in order to give effect to the Parties' intentions.

24.12. Third Party Rights: Unless we expressly consent, a person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term or condition of these Terms. Notwithstanding any provision (including without limitation any term or condition herein), the consent of any third party is not required for any variation of any of the terms and conditions herein.

24.13. Conclusive Evidence: You shall accept our records relating to any and all forms, documents, instructions (including E-Instructions) or communications and SIF E-Services as final and conclusive and the same shall be binding on you for all purposes. You agree that all such records are relevant and admissible in evidence. You shall not dispute the accuracy or the authenticity of the contents of such records merely on the basis that such records were produced by or are the output of a computer system and you hereby waive your rights to object accordingly. This provision shall also apply to all records maintained by our Third Party Service Providers.

24.14. Telephone Recordings: SIF, may at its sole and absolute discretion and without any duty or obligation, record all telephone conversations and to retain such recordings for so long as it thinks fit and you agree to the recordings and the use thereof and any transcripts which SIF may make for any purpose that SIF deems desirable, including their use as evidence in any proceedings against you, your Joint Finance Account holder or any other person.

25. LANGUAGE

25.1. Nothing herein shall oblige SIF to make available these Terms in any other languages other than in the English language. If SIF makes available the terms and conditions herein in English as well as other language(s), then in case of any inconsistency between the any of the terms and conditions of the English version and the version of any other language, the English version shall prevail.

26. VARIATION

26.1. SIF shall have the right at any time and from time to time, at its sole and absolute discretion, to vary in whole or in part any of the terms and conditions of these Terms (including any of the Schedules hereto) without giving any prior written notice. SIF may (but shall not be under any duty or obligation) give notification in accordance with Condition 27 hereof. SIF shall not be responsible or liable for any losses and/or consequences suffered by you, your Joint Finance Account holder or any third parties arising from or in connection with or by reason of such variation. In these Terms, to "vary" shall include to amend, add to, delete, withdraw, suspend, cancel, change, modify, supplement, revise or substitute.

27. NOTIFICATION

27.1. In addition to and without prejudice to anything in these Terms, notification by SIF to you and/or your Joint Finance Account holder may be effected by any of the following means:

- a. through SIF E-Services;
- b. by ordinary post, email or left at your last known address as shown in SIF's records;
- c. by putting up a notice in SIF's premises at its main office and/or its branches;
- d. by an advertisement in the press;
- e. by uploading the terms and conditions duly amended, revised, supplemented or substituted at SIF's website at www.sif.com.sg; and/or
- f. by any other means in SIF's sole and absolute discretion,

and you and/or your Joint Finance Account holder shall be deemed to have notice thereto on the day following such posting or on the date the email is sent or on the day when it was so left at your last known address as shown in SIF's records or on the date of the notice, advertisement or communication or upon the effective date as may be specified by SIF at its sole and absolute discretion.

SCHEDULE 1: TERMS & CONDITIONS GOVERNING GOSAVERS ACCOUNT

1. INTERPRETATION

- 1.1. Where the provision number is stated without a description of any document, then it refers to the provision so numbered in the document where the reference appears.
- 1.2. Capitalised expressions used without definition in this Schedule shall have the meanings respectively ascribed to them in the main body of these Terms or any other Schedules.
- 1.3. Unless expressly stated otherwise, your obligations set out under this Schedule shall be cumulative, in addition to, and without prejudice to your other obligations under these Terms.

2. GENERAL TERMS

2.1. The GOSAVERS Account is your Finance Account referred to in the above SIF E-Services Terms & Conditions for Individual Customers. It is a Savings Deposit Account which may be opened via an online application which allows you to perform online transactions, fund transfers, view account balances and transaction history etc.

3. NO PASSBOOK

3.1. No passbook will be issued to you in connection with your GOSAVERS Account.

4. MONTHLY ELECTRONIC STATEMENTS

4.1. Monthly E-Statements of your GOSAVERS Account can be accessed and viewed via SIF E-Services.

5. GENERAL

- 5.1. The decision of SIF on all matters relating to the GOSAVERS Account and the matters set out in the terms and conditions herein shall be final and binding.
- 5.2. SIF shall have the right, at its sole and absolute discretion, to terminate or vary, in whole or in part, any of the terms and conditions herein in accordance with Conditions 15, 26 and 27 and SIF shall not be responsible or liable for any losses and/or consequences suffered by you and/or your Joint Finance Account holder arising from or in connection with or by reason of such termination or variation.
- 5.3. The terms and conditions herein shall be governed by the laws of Singapore.
- 5.4. You hereby irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Singapore.
- 5.5. A person who is not a party to the terms and conditions herein has no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of the terms and conditions herein.

6. ADDITIONAL TERMS AND CONDITIONS

6.1. The terms and conditions herein shall be read in conjunction with SIF's Terms & Conditions Governing Savings and Fixed/Call Deposit Accounts (as may be amended, revised, supplemented or substituted from time to time) which are available for viewing at SIF's Main Office and/or any of SIF Branches or accessible at www.sif.com.sg (or such other website as may be designated by us from time to time).

6.2. SIF's Terms & Conditions Governing Savings and Fixed/Call Deposit Accounts (as may be amended, revised, supplemented or substituted from time to time) shall apply to the GOSAVERS Account subject to the following amendments:

- a. Condition A3 shall be deleted and substituted as follows:
"DEPOSITS AND WITHDRAWALS
 - I. A smaller sum less than the prescribed minimum deposit may not be withdrawn unless it is to close the account.
 - II. The Finance Company reserves the right at its sole and absolute discretion to close the account of the depositor when he withdraws the entire balance in his account.
 - III. Withdrawal or deposit of monies shall be in accordance with the rules, policies and procedures set by the Finance Company from time to time. The amount deposited or withdrawn will be entered in the depositor's account. The Finance Company reserves the right to amend any entry that is erroneously recorded."
- b. Conditions 5 and 6 of Part A thereof shall be deleted.
- c. Condition 4(a)(iv) of Part C shall be deleted.
- d. Condition 4(a)(ii), 4(a)(iii) and Condition 25(a) of Part C shall be amended by deleting the words "passbooks", "passbook" and "savings passbooks" appearing therein.

6.3. In the event of any inconsistency between any of the terms and conditions herein and SIF's Terms & Conditions Governing Savings and Fixed/Call Deposit Accounts, the terms and conditions herein shall prevail.

6.4. In the event of any inconsistency between any of the terms and conditions herein and any brochure or marketing material relating to GOSAVERS Account, the terms and conditions herein shall prevail.

6.5 You acknowledge and confirm that you have read, understood and accepted all the Terms & Conditions Governing GOSAVERS Account set out herein (as may be amended, revised, supplemented or substituted from time to time).