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Co. Reg. No. 196400348D

## ADDITIONAL TERMS & CONDITIONS APPLICABLE TO CONVEYANCING ACCOUNTS

The Additional Terms & Conditions Applicable to Conveyancing Accounts as set out herein ("**Conveyancing Account Terms**") are supplemental and additional to the Finance Company's Terms & Conditions Governing Savings and Fixed/Call Deposit Accounts ("**General Terms**") and shall be read together with and be considered as an integral part of the General Terms.

All words and expressions which are used and defined in the General Terms shall have the same meanings where used in the Conveyancing Account Terms, unless otherwise stated herein or the context otherwise requires.

In the event of any conflict or inconsistency between the Conveyancing Account Terms and the General Terms, the Conveyancing Account Terms shall prevail and in this connection, Condition 25(c) of the General Terms shall not apply. In the event of any conflict or inconsistency between the Rules and the Conveyancing Account Terms, the Rules shall prevail.

### 1. PAYMENTS INTO THE CONVEYANCING ACCOUNT

- 1.1 Other than deposits comprising monies from the Central Provident Fund ("CPF"), all deposits into the Conveyancing Account shall be made in Singapore currency by cheque, cashier's order, bank draft, electronic fund transfer or telegraphic transfer or any other mode of payment as may be prescribed by the Rules. Other than payment into a Conveyancing (CPF) Account, the depositor shall submit, for each deposit into the Conveyancing Account, a duly completed Pay-In Form that has been duly signed by the authorised signatory or signatories in accordance with the Rules and its account mandate. The Pay-In Form must be submitted within two (2) business days of the deposit and in accordance with such other requirements as may be directed by the Finance Company. The Conveyancing Account will only be credited with the deposits upon actual receipt by the Finance Company of the said deposits and the Pay-in Form duly completed and signed as aforesaid.
- 1.2 The depositor shall bear all costs, charges and expenses (including foreign currency exchange charges at the prevailing rates as may be determined by the Finance Company and/or its bankers) as may be payable by the Finance Company to third parties (including the Finance Company's bankers) arising from any deposit into the Conveyancing Account made via electronic fund transfer or telegraphic transfer and the depositor agrees to reimburse and indemnify in full the Finance Company promptly upon demand.
- 1.3 Every payment of Conveyancing Money into the Conveyancing (CPF) Account shall be accompanied by a written instruction from the CPF Board or by a duly completed Pay-In Form that has been signed by any authorised signatory or signatories of the depositor relating to the payment.
- 1.4 The depositor shall ensure that all details and information given in the Pay-In Form are complete, accurate and correct. For the avoidance of doubt, the Finance Company shall be under no obligation or duty to verify the completeness, accuracy or correctness of the information set out in the Pay-In Form.
- 1.5 The Finance Company may in its sole and absolute discretion determine if a Pay-In Form has been duly completed and signed or not and may reject a Pay-In Form which the Finance Company determines as not duly completed and signed.
- 1.6 If a payment of Conveyancing Money into the Conveyancing Account is made via electronic transfer or telegraphic transfer, the Finance Company shall have the right (but not the obligation) to request the depositor to provide the Finance Company with such other information and/or documents (in addition to the Pay-In Form) as may be required by it at its sole and absolute discretion for the purposes of complying with all applicable anti-money laundering and anti-terrorism financing legislation, failing which the Finance Company shall have the right to reject the deposit and/or the Finance Company may, subject to the applicable laws, reverse the payment and refund the payor in accordance with the Rules without any interest, compensation or liability whatsoever.
- 1.7 If the Pay-In Form is rejected by the Finance Company for whatever reason, the depositor shall submit another Pay-In Form for that deposit within two (2) business days of being notified of such rejection, failing which the Finance Company shall be entitled, but not obliged, to deem such deposit as erroneous and the Finance Company shall reverse the payment and refund the payor, in accordance with the Rules, without any interest, compensation or liability whatsoever.
- 1.8 In the event of any delay, failure, suspension or disruption of the ePI Service for whatever reason, the depositor shall send the Pay-In Form to the Finance Company by facsimile or by personal service or such other mode of communication as the Finance Company may accept in its sole and absolute discretion and upon such terms and conditions as may be imposed by the Finance Company. The depositor undertakes to ensure that any Pay-In Form sent by facsimile or by personal service or such other mode of communication to the Finance Company shall be identical to the original Pay-In Form. For the avoidance of doubt, the Finance Company shall not be liable to the depositor and/or any third parties for any interest, compensation, losses, damages, actions, proceedings, claims, penalties, costs (including legal costs on a full indemnity basis), expenses, charges or any other liabilities of any kind whatsoever, directly or indirectly suffered or incurred by the depositor and/or any third parties arising from or in connection with this Condition.
- 1.9 All deposits shall be made payable to <Name of Depositor> - CVY or such other title as may be prescribed by the Rules, with the corresponding Conveyancing Account number and file reference number (unique for each Conveyancing Transaction) of the depositor indicated on the reverse of the cheque, cashier's order, or bank draft or on the electronic fund transfer or telegraphic transfer instructions or in the manner as may be advised by the Finance Company with respect to any other mode of payment as may be prescribed by the Rules.
- 1.10 If there is a discrepancy between the payee and the account number on the cheque, cashier's order, bank draft, electronic fund transfer or telegraphic transfer or the Finance Company determines that there are insufficient, incomplete or any erroneous details, including but not limited to the file reference number, on the cheque, cashier's order, bank draft, electronic fund transfer or telegraphic transfer for the deposit to be made, the Finance Company shall have the sole and absolute discretion to reject the cheque, cashier's order, bank draft, electronic fund transfer or telegraphic transfer without any liability for any interest or compensation whatsoever.

### 2. WITHDRAWALS FROM THE CONVEYANCING ACCOUNT

- 2.1 The depositor shall ensure that there are sufficient funds in the Conveyancing Account pertaining to any particular Conveyancing Transaction before withdrawing any monies in respect of that particular Conveyancing Transaction. All withdrawals from the Conveyancing Account shall be in accordance with the Rules, the account mandate and the Conveyancing Account Terms.
- 2.2 Unless agreed to otherwise by the Finance Company, any withdrawal from the Conveyancing Account shall be made by cashier's order only. Subject to the Rules, the account mandate and the Conveyancing Account Terms, the Finance Company shall not pay any Conveyancing Money from a Conveyancing Account, unless the Finance Company receives:-
  - (a) a Pay-Out Form in compliance with this Condition 2 or a Variation Pay-Out Form in compliance with Condition 5 of the Conveyancing Account Terms for that payment; or
  - (b) an order of court authorizing it to make payment in accordance with that order.
- 2.3 The depositor shall submit a duly completed Pay-Out Form which is duly signed by the authorised signatory or signatories in accordance with the Rules and the account mandate as well as such other requirements as may be directed by the Finance Company. A representative of a depositor shall be permitted by the Finance Company to collect such cashier's order only if the representative (i) produces a valid photo identification document (such as his NRIC or passport) and the original printout of the Pay-Out Form to the Finance Company and (ii) complies with such other requirements as may be imposed by the Finance Company from time to time.
- 2.4 All Pay-Out Forms shall be submitted to the Finance Company at least two (2) business days before the cashier's order is to be collected.
- 2.5 Notwithstanding Condition 2.4 above, the Finance Company may (but shall not be obliged) in its sole and absolute discretion, and upon such terms and conditions imposed by the Finance Company including payment of additional fees and charges, process an application by the depositor for any withdrawal from the Conveyancing Account and corresponding issuance of cashier's orders on the same day such application by the depositor is made. For the avoidance of doubt, the Finance Company shall not be liable to the depositor and/or any third parties for any interest, compensation, losses, damages, claims, penalties, costs (including legal costs on a full indemnity basis), expenses, charges or any other liabilities of any kind whatsoever, directly or indirectly suffered or incurred by the depositor and/or any third parties if the Finance Company is unable to process and issue the cashier's order on the same day the application was made.
- 2.6 The Finance Company may, in its sole and absolute discretion, determine if a Pay-Out Form has been duly completed and signed or not and may reject a Pay-Out Form which the Finance Company deems as not duly completed and signed.
- 2.7 The Finance Company shall not be responsible and shall be under no obligation or duty to check or compare the details of the Pay-Out Form against the Pay-In Form.
- 2.8 The depositor shall ensure that all Pay-Out Forms have been signed by the authorised signatory or signatories in accordance with its account mandate and the Rules. The depositor shall ensure that all details and information given in the Pay-Out Form are complete, accurate and correct and consistent with all information in the Pay-In Form. For the avoidance of doubt, the Finance Company is under no obligation or duty to verify the completeness, accuracy or correctness of the information set out in the Pay-Out Form.
- 2.9 In the event of any delay, failure, suspension or disruption of the ePI Service for whatever reason, the depositor shall send the Pay-Out Form to the Finance Company by facsimile or by personal service or such other mode of communication as the Finance Company may accept in its sole and absolute discretion and upon such terms and conditions as may be imposed by the Finance Company. The depositor undertakes to ensure that any Pay-Out Form sent by facsimile or by personal service or such other mode of communication to the Finance Company shall be identical to the original Pay-Out Form. In the event of any discrepancy whatsoever, the Finance Company shall be entitled to act as it deems fit, including but not limited to withholding any cashier's orders or payment until such discrepancy has been rectified to the satisfaction of the Finance Company. For the avoidance of doubt, the Finance Company shall not be liable to the depositor and/or any third parties for any interest, compensation, losses, damages, claims, penalties, costs (including legal costs on a full indemnity basis), expenses, charges or any other liabilities of any kind whatsoever, directly or indirectly suffered or incurred by the depositor and/or any third parties arising from or in connection with this Condition.

### 3. PAYMENTS OF CPF MONIES INTO THE CONVEYANCING ACCOUNT

- 3.1 All CPF monies deposited into the Conveyancing (CPF) Account shall be by inter-bank Giro only. Without prejudice to the generality of Condition 1.3 herein, the CPF Board or its solicitors shall also submit to the Finance Company a report containing the details of the deposits, including the account holder's name and account number, property reference, property address, total amount deposited, name of counter-signatory and such other relevant information (the "**Payment Listing**") for all deposits of CPF monies into the Conveyancing (CPF) Account within two (2) business days of the deposit.
- 3.2 The depositor agrees and acknowledges that the Finance Company shall rely on the Payment Listing and the information contained therein. For the avoidance of doubt, the Finance Company is under no obligation or duty to verify the completeness, accuracy or correctness of the information set out in the Payment Listing and the Finance Company shall not be liable to the depositor and/or any third parties for any interest, compensation, losses, damages, claims, penalties, costs (including legal costs on a full indemnity basis), expenses, charges or any other liabilities of any kind whatsoever, directly or indirectly suffered or incurred by the depositor and/or any third parties arising from or in connection with this Condition.

3.3 All withdrawals of CPF monies from the Conveyancing (CPF) Account shall be made in accordance with Condition 2 of the Conveyancing Account Terms. All amendments and variations to any Forms relating to the Conveyancing (CPF) Account shall be made in accordance with Condition 5 of the Conveyancing Account Terms.

#### 4. ePI SERVICE

4.1 The depositor hereby irrevocably and unconditionally agrees to utilise the ePI Service and authorises the Finance Company to accept, rely and act on the Forms and its contents which includes all instructions, matters and information contained in the Forms provided by the Singapore Land Authority ("Contents"), for the purpose of transmitting information, disbursements and/or other instructions relating to the Conveyancing Account. The depositor acknowledges that it is aware of and accepts all risks of any nature whatsoever associated with utilising the ePI Service. The depositor agrees to comply with and perform all the terms and conditions imposed by the Singapore Land Authority, the Ministry of Law and other government ministries for the provision and/or utilisation of the ePI Service.

4.2 For the avoidance of doubt, the Finance Company shall not be obliged to act on the Forms and/or any instructions given by the depositor conveyed by a mode of transmission other than via the ePI Service.

4.3 The depositor agrees that the Forms and instructions given via the ePI Service by any unauthorised persons will not be discoverable by the Finance Company in the ordinary course of business. The Finance Company shall be under no obligation or duty to identify or make any attempt to identify the parties sending the Forms or instructions or to check with the depositor on the authenticity, accuracy or completeness of the Forms or instructions. The depositor agrees that the Finance Company shall not be obliged to enquire as to the purpose of any withdrawal of funds authorised or purported to be authorised by the Forms or the instructions or the identity of any payee. The depositor agrees to accept all Forms or any other documents containing the instructions as may be received by the Finance Company as final, conclusive and irrefutable evidence and shall not challenge the same which shall be valid and binding on the depositor notwithstanding any fraud or forgery therein. The depositor agrees not to hold the Finance Company liable for acting upon any Forms and/or instructions via the ePI Service notwithstanding that it is subsequently shown that the same are not given, submitted, transmitted or authorised by the depositor.

4.4 The depositor agrees that the Finance Company may at any time and at its absolute discretion refuse to execute or delay the execution of any Form or any of the depositor's instructions or any part thereof given made or transmitted via ePI Service without incurring any responsibility or liability to the depositor and/or any third parties for any interest, compensation, losses, damages, actions, proceedings, claims, penalties, costs (including legal costs on a full indemnity basis), expenses, charges or any other liabilities of any kind whatsoever, directly or indirectly suffered or incurred by the depositor and/or any third parties arising out of or in connection with such refusal or delay and without having to give any reason or explanation to the depositor and/or any third parties.

4.5 The depositor agrees to bear and assume in full all risks of misunderstandings (on either the part of the depositor and/or the Finance Company), errors, unauthorized instructions or alterations of instructions, fraud, forgery or forged instructions and all the risks of operational failures, faults or errors howsoever occurring in the course of the transmission of the Forms and/or the instructions (whether via equipment belonging to the Finance Company and/or the depositor) via the ePI Service. The Finance Company shall not be responsible or liable to the depositor and/or any third parties for any interest, compensation, losses, damages, actions, proceedings, claims, penalties, costs (including legal costs on a full indemnity basis), expenses, charges or any other liabilities of any kind whatsoever, directly or indirectly suffered or incurred by the depositor and/or any third parties which may result from such misunderstandings, errors, unauthorized instructions or alterations of instructions, fraud, forgery or forged instructions, operational failures, faults or errors.

4.6 The depositor agrees that the Finance Company and its directors, employees, agents, servants and nominees shall not be responsible or liable for any interest, compensation, losses, damages, actions, proceedings, penalties, claims, penalties, costs (including legal costs on a full indemnity basis), expenses, charges or liabilities of any kind whatsoever (hereinafter referred to collectively as "all losses and damages") suffered or incurred by the depositor and/or any third parties arising out of or in connection with the ePI Service, including all losses and damages, arising directly or indirectly from:-

- (a) any breach by the depositor of any General Terms and/or the Conveyancing Account Terms;
- (b) any breach by the depositor of its obligations under its agreement with the Singapore Land Authority and/or the CPF Board;
- (c) the Finance Company acting on the depositor's instructions and/or Forms received via the ePI service;
- (d) the use or misuse of the ePI Service by the depositor and/or any third parties;
- (e) any access to or use of the ePI Service by the depositor;
- (f) any loss or restriction of access to and/or use of the ePI Service, howsoever caused;
- (g) any inaccuracy, incompleteness, incompatibility, defects, corruption, distortion, errors, omissions, frauds or forgery in the Contents or unauthorized, altered or forged Forms, howsoever caused;
- (h) any failure, delay, disruption, suspension, interruption, or breakdown in the transmission or reception of the Contents whether via the website providing the ePI Service that is operated by the Singapore Land Authority or otherwise, howsoever caused;
- (i) any loss of secrecy and/or information and particulars relating to the Conveyancing Account arising from the depositor's access to and/or use of the ePI Service, howsoever caused; or
- (j) any use of, decision made or action taken by the depositor and/or any third parties in reliance upon the Contents,

notwithstanding that the Finance Company may have been advised of the possibility of incurring such losses and damages.

4.7 The depositor shall fully indemnify and hold harmless the Finance Company and its directors, employees, agents, servants and nominees on demand against all losses, costs (including legal costs on a full indemnity basis) and damages which the Finance Company may suffer or incur arising in any manner howsoever from or in connection with the ePI Service or the Finance Company accepting, relying or acting on the Forms or instructions via the ePI Service and/or any breach by the depositor of any of the General Terms and/or the Conveyancing Account Terms.

4.8 Any Form submitted or transmitted through the ePI Service shall be deemed to be submitted and received by the Finance Company only when the duly completed, signed and authenticated Form is downloaded by the Finance Company through the ePI Service. For the avoidance of doubt, the Finance Company shall not be obliged to act on Forms or instructions conveyed by a mode of communication other than via the ePI service. It shall not be necessary for the Finance Company (although the Finance Company shall be at liberty to do so) to obtain from or send to the depositor written confirmation of the Forms or instructions received by the Finance Company via the ePI Service.

4.9 The depositor acknowledges that the digital signatures in the ePI Service shall be relied on by the Finance Company as being the signature of the person to whom it correlates and as fully authorised and binding on the depositor notwithstanding that the same may be unauthorized or forged.

4.10 The depositor shall be under a duty to take all necessary measures to prevent the loss of or theft of or unauthorized persons gaining access to tokens issued to the depositor for the ePI Service and to keep any passwords used for the ePI Service confidential.

4.11 The Finance Company shall be entitled (but shall not be obliged) to act on or rely on any Form given, submitted or transmitted through the ePI Service at its sole and absolute discretion and shall be entitled (but shall not be obliged) to take such steps in connection with or in reliance upon such communication or instructions as the Finance Company may deem appropriate. In the event that the Finance Company fails or delays in acting or relying on any Form, it shall not be obliged or under any duty to give any notice or reason to the depositor and/or any other third parties and it shall not incur any responsibility or liability for all losses and damages to the depositor and/or any third parties.

4.12 The depositor agrees that all Forms and/or instructions given, submitted or transmitted via the ePI Service shall be binding on the depositor and his executors, administrators, successors and assigns.

#### 5. CHANGES TO FORMS

5.1 If the depositor wishes to add a counter-signatory to or change a counter-signatory specified in an existing Pay-In Form or Variation Pay-In Form, then the depositor shall duly complete and submit to the Finance Company a Change of Counter-Signatory Form, signed by an authorized signatory of the depositor and the new counter-signatory as specified in the Change of Counter-Signatory Form, in accordance with the Rules and the account mandate. The Change of Counter-Signatory Form shall be submitted to the Finance Company at least two (2) business days before the change in the counter-signing party takes effect and in accordance with such other requirements as may be directed by the Finance Company.

5.2 The Finance Company shall, in its sole and absolute discretion, determine if a Change in Counter-Signatory Form has been duly completed and signed or not and may reject a Change in Counter-Signatory Form which the Finance Company deems as not duly completed and signed.

5.3 The Finance Company shall not be responsible and shall be under no obligation or duty to check and compare the details of the Change of Counter-Signatory Form against the Pay-In Form or Variation Pay-In Form, as the case may be.

5.4 If the depositor wishes to change any particulars specified in an existing Pay-In Form or Pay-Out Form, then the depositor shall duly complete and submit to the Finance Company a Variation Pay-In Form or Variation Pay-Out Form signed in accordance with the Rules and the account mandate. The Variation Pay-In Form or Variation Pay-Out Form shall be submitted to the Finance Company at least two (2) business days before deposit is to be made into the Conveyancing Account or the cashier's order is to be collected (as may be the case) and in accordance with such other requirements as may be directed by the Finance Company.

5.5 The Finance Company shall, in its sole and absolute discretion, determine if a Variation Pay-In Form or Variation Pay-Out Form has been duly completed and signed or not and may reject a Variation Pay-In Form or Variation Pay-Out Form which the Finance Company deems as not duly completed and signed.

5.6 The Finance Company shall not be responsible and shall be under no obligation or duty to compare the details in the Variation Pay-In Form and/or the Variation Pay-Out Form against the Pay-Out Form and/or the Pay-In Form, as may be the case. In addition, the Finance Company shall also not be responsible and shall be under no obligation or duty to verify the completeness, accuracy or correctness of the information set out in the Variation Pay-In Form and the Variation Pay-Out Form.

5.7 In the event of any delay, failure, suspension or disruption of the ePI Service for whatever reason, the depositor shall send the Change of Counter-Signatory Form, Variation Pay-In Form or Variation Pay-Out Form to the Finance Company by facsimile or by personal service or such other mode of communication as the Finance Company may accept in its sole and absolute discretion and upon such terms and conditions as may be imposed by the Finance Company. The depositor undertakes to ensure that any Change of Counter-Signatory Form, Variation Pay-In Form or Variation Pay-Out Form sent by facsimile or by personal service or such other mode of communication to the Finance Company shall be identical to the original Change of Counter-Signatory Form, Variation Pay-In Form or Variation Pay-Out Form respectively. In the event of any discrepancy whatsoever, the Finance Company shall be entitled to act as it deems fit, including but not limited to withholding any cashier's orders or payment, until such discrepancy has been rectified to the satisfaction of the Finance Company. For the avoidance of doubt, the Finance Company shall not be liable to the depositor and/or any third parties for any interest, compensation, losses, damages, actions, proceedings, claims, penalties, costs (including legal costs on a full indemnity basis), expenses, charges or any other liabilities of any kind whatsoever, directly or indirectly suffered or incurred by the depositor and/or any third parties arising from or in connection with this Condition.

**6. FACSIMILE INSTRUCTIONS, PERSONAL SERVICE OR OTHER MODE OF COMMUNICATION**

- 6.1 The depositor acknowledges that it is aware of and accept all risks whatsoever (including, without limitation, the risks of delay, non-receipt, third party interception, unauthorized instruction or fraud or forgery) associated with using facsimile, personal service or any other mode of communication for sending or transmitting all instructions and/or Forms under the Rules to the Finance Company where the ePI Service is interrupted, suspended, delayed or is not available or has failed for whatever reason.
- 6.2 For the avoidance of doubt, where the ePI Service is interrupted, suspended, delayed or is not available or has failed for whatever reason, the Finance Company shall have the sole and absolute discretion to specify, stipulate or prescribe the mode of communication and upon such terms and conditions as may be imposed by the Finance Company. In the event that the mode of communication is not specified, stipulated or prescribed by the Finance Company, the default mode of communication shall be via facsimile transmission or by personal service and upon such terms and conditions as may be imposed by the Finance Company.
- 6.3 The depositor agrees that the Forms and/or instructions given, submitted or transmitted via facsimile, personal service or any other mode of communication by any unauthorized person(s) will not be discoverable by the Finance Company in the ordinary course of business. The Finance Company shall be under no obligation or duty to identify or make any attempt to identify the party or parties sending or transmitting the Forms or instructions or to check with the depositor on the authenticity, accuracy or completeness of the Forms or instructions. The depositor agrees that the Finance Company shall not be obliged to enquire as to the purpose of any withdrawal of funds authorised or purported to be authorised by the Forms or the instructions or the identity of any payee. The depositor agrees to accept all Forms or any other documents containing the payment instructions as may be received by the Finance Company as final, conclusive and irrefutable evidence and shall not challenge the same which shall be valid and binding on the depositor notwithstanding any fraud or forgery therein. The depositor agrees not to hold the Finance Company liable for acting upon any Forms and/or instructions given, made or transmitted via facsimile, personal service or any other mode of communication notwithstanding that it is subsequently shown that the same are not given, submitted or transmitted or authorised by the depositor.
- 6.4 The depositor agrees that the Finance Company may at any time and at its sole and absolute discretion refuse to execute or delay the execution of any Form or any of the depositor's instructions or any part thereof given made or transmitted via facsimile, personal service or any other mode of communication without incurring any responsibility or liability to the depositor and/or any third parties for any interest, compensation, losses, damages, actions, proceedings, claims, penalties, costs (including legal costs on a full indemnity basis), expenses, charges or any other liabilities of any kind whatsoever arising out of or in connection with such refusal or delay and without having to give any reason or explanation to the depositor.
- 6.5 The depositor hereby requests and authorizes the Finance Company to rely upon and act on all the instructions and Forms sent or purported to be sent by the depositor to the Finance Company via facsimile transmission, personal service or any other mode of communication without any duty or obligation to check on or enquire about the identity or authority of the person or persons giving (or purporting to give) such instructions or the validity or authenticity of any such Forms and/or the instructions and may treat the same as fully authorized by and binding on the depositor.
- 6.6 The depositor agrees that the Finance Company shall not be under any obligation or duty to obtain written confirmation of the Forms and/or instructions given made or transmitted by the depositor via facsimile, personal service or any other mode of communication although the Finance Company may be at liberty to do so.
- 6.7 The Finance Company shall not be responsible and liable to the depositor and/or any third parties for any interest, compensation, losses, damages, actions, proceedings, claims, penalties, costs (including legal costs on a full indemnity basis), expenses, charges or any other liabilities of any kind whatsoever, directly or indirectly, suffered or incurred by the depositor and/or any third parties arising out of or in consequence of or in connection with the Finance Company acting or failing to act or refusing to act or delay in acting upon the Forms and/or any instructions received by facsimile, personal service or any other mode of communication.
- 6.8 The depositor agrees to bear and assume in full all risks of misunderstandings (on either the part of the depositor and/or the Finance Company), errors, unauthorized instructions or alterations of instructions, fraud, forgery or forged instructions and all the risks of operational failures, faults or errors howsoever occurring in the course of the transmission of the Forms and/or the instructions (whether via equipment belonging to the Finance Company and/or the depositor) via facsimile, personal service or any other mode of communication. The Finance Company shall not be responsible or liable to the depositor and/or any third parties for any interest, compensation, losses, damages, actions, proceedings, claims, penalties, costs (including legal costs on a full indemnity basis), expenses, charges or any other liabilities of any kind whatsoever which may be suffered or incurred by the depositor and/or any third parties resulting from such misunderstandings, errors, unauthorized instructions or alterations of instructions, fraud, forgery or forged instructions, operational failures, faults or errors.
- 6.9 The depositor shall indemnify in full the Finance Company and its directors, employees, agents, servants and nominees against:-
- (a) any and all claims which the depositor and/or any third parties may have against the Finance Company for any interest, compensation, damages, losses, penalties, costs (including legal costs on a full indemnity basis), expenses, charges or any other liabilities of any kind whatsoever which the depositor and/or the third parties may suffer or incur (whether directly or indirectly and whether foreseeable or not); and
  - (b) any interest, compensation, damages, losses, actions, proceedings, claims, demands, penalties, costs (including legal costs on a full indemnity basis) expenses, charges or any other liabilities of any kind whatsoever which the Finance Company may suffer or incur (whether directly or indirectly and whether foreseeable or not) as a result of or arising out of or in connection with:-
    - (i) the Finance Company acting or refusing to act or delay in acting upon the Forms and/or any instruction purporting to be from the depositor or person(s) purported to be authorized by the depositor via facsimile, personal service or such other mode of communication; or
    - (ii) the Finance Company not acting or refusing to act or delay in acting upon the Forms and/or any instruction purporting to be from the depositor or any person(s) authorized by the depositor whenever the Finance Company considers or suspects that the Forms and/or any such instructions communicated via facsimile, personal service or such other mode of communication have been made fraudulently, mistakenly or without proper authority or contain material errors or omissions or for whatever reasons at its sole and absolute discretion.
- 6.10 The depositor agrees that all Forms and/or instructions given, submitted or transmitted via facsimile, personal service or such other mode of communication by the depositor shall be binding on the depositor and his executors, administrators, successors and assigns.

**7. MISCELLANEOUS**

- 7.1 All Conveyancing Accounts are non-interest bearing accounts.
- 7.2 In addition to the right of the Finance Company to disclose information under any applicable laws and regulations and the depositor's consent to the collection, use, disclosure, processing and/or transfer of information confidential or otherwise and/or personal data under Condition 10 of the General Terms, the depositor hereby irrevocably and unconditionally consents to the Finance Company disclosing, processing and/or transferring any information concerning any matters or transactions or any account information in relation to the Conveyancing Account to the Ministry of Law of Singapore or such other government ministries, departments or statutory boards as the aforesaid Ministry of Law deems necessary and/or any other regulatory, supervisory or other governmental agency or authority (including tax authority) in any other country.
- 7.3 The depositor also hereby irrevocably and unconditionally consents to the Finance Company making available and/or transferring any documents, reports, records, accounts and/or data in respect of any Conveyancing Account, including but not limited to any relevant documents generated by the Finance Company's personnel, contractors or consultants in respect of any Conveyancing Account and which are in its possession or control, as the Minister for Law or any person duly authorised by the Minister for Law may from time to time require and at such times as may be specified. For the avoidance of doubt, the Finance Company's right of disclosure herein is in addition to and shall not prejudice its right of collection, use, disclosure, processing and/or transfer of confidential information and/or personal data under Condition 10 of the General Terms.
- 7.4 The depositor hereby agrees to comply with all laws (including data protection laws), legislations and subsidiary legislations of Singapore and any other jurisdictions in the world including all laws and Rules applicable to the operation of the Conveyancing Account.
- 7.5 The depositor shall indemnify the Finance Company and its directors, employees, agents, servants and nominees in full against all interest, compensation, losses, damages, actions, proceedings, claims, demands, penalties, costs (including legal costs on a full indemnity basis), expenses, charges or any other liabilities of any kind whatsoever arising from or as a result of or in connection with any breach by the depositor of any of the General Terms and/or the Conveyancing Account Terms and/or the use and operation of the Conveyancing Account.
- 7.6 Any deposit into the Conveyancing Account for which a corresponding Pay-In Form (for Conveyancing Account) or Payment Listing (for Conveyancing (CPF) Account) is not submitted to the Finance Company in accordance with the Conveyancing Account Terms, the Rules and the account mandate shall, at the Finance Company's sole and absolute discretion, be deemed as erroneously paid into the Conveyancing Account and the Finance Company shall reverse the payment transaction and refund the money to the person who paid the money in accordance with the Rules without any interest, compensation or liability whatsoever.
- 7.7 The depositor irrevocably and unconditionally authorises the Finance Company to debit and/or set-off any of its other accounts with the Finance Company at any time for all amounts due and payable to the Finance Company or recoverable from the depositor, including, without limitation, the costs of the cashier's orders, cancellation fees, stop payment costs, telegraphic transfer costs, any administrative or bank charges or any other charges and fees due and owing by the depositor to the Finance Company.
- 7.8 The Finance Company shall not be liable to the depositor and/or any third parties for any interest, compensation, losses, damages, actions, proceedings, claims, demands, penalties, costs (including legal costs on a full indemnity basis), expenses, charges or any other liabilities of any kind whatsoever, directly or indirectly suffered or incurred by the depositor and/or any third parties arising from any cause whatsoever under the Conveyancing Account Terms and/or in connection with ePI Service and/or the provision of any service (including the provision of the Conveyancing Account) by the Finance Company including, but not limited to:-
- (a) any breach by the depositor of any of the General Terms and/or the Conveyancing Account Terms;
  - (b) the Finance Company accepting and acting on instructions (or instructions purporting to be from the depositor) and accepting Forms submitted or instructions given by or through the ePI Service, by facsimile transmission or personal service or such other mode of communication;
  - (c) alteration of instructions and/or forgery of the depositor's or authorised signatory's signature;
  - (d) any delay or failure in the issuance of the cashier's order or the effecting of any payment as a result of the Forms and/or any other instructions found to be incomplete, unclear or erroneous (such determination as may be made by the Finance Company in its sole and absolute discretion);
  - (e) any delay or failure in the submission of the Forms by the depositor to the Finance Company within the stipulated timelines prescribed under the Conveyancing Account Terms;
  - (f) any delay caused by or arising out of any breakdown, delay, suspension or outage in the ePI Service; or
  - (g) any other events as set out in Condition 17 of the General Terms.
- 7.9 Nothing contained in the Conveyancing Account Terms shall prejudice any right, remedy or relief that the Finance Company may have under any statutory provisions and in law.
- 7.10 The Finance Company reserves the right, at its sole and absolute discretion, at any time and from time to time to withdraw, terminate or suspend the operations of the Conveyancing Account and/or services provided by the Finance Company to the depositor, in whole or in part, and for such duration as it deems fit.

- 7.11 The depositor agrees that the services relating to the processing of payments to and from any Conveyancing Account are distinct and separate from the operation of the Conveyancing Account. Such services and payment instructions shall be considered as part of the general services provided by the Finance Company to its depositors subject to the General Terms and are chargeable separately.
- 7.12 Neither the withdrawal, termination nor the suspension of the services (or any part thereof) provided in connection with the Conveyancing Accounts nor the closing of such an account shall affect the Finance Company's and the depositor's accrued rights and liabilities.
- 7.13 Any failure or delay by the Finance Company in exercising its rights under any of the Conveyancing Account Terms shall not constitute a waiver thereof and shall not prejudice or impair the Finance Company's right to take any action or to exercise any right against the depositor.
- 7.14 The Finance Company may at any time, at its sole and absolute discretion amend, vary, add, delete or substitute any one or more of the terms of the Conveyancing Account Terms in accordance with Condition 25(c) of the General Terms and where notice of such change(s) is given to the depositor in accordance with Condition 25(b) of the General Terms, the depositor shall be subject to the deeming provision under Condition 25(c) of the General Terms.
- 7.15 For the avoidance of doubt, the depositor agrees that the Finance Company shall not be liable to the depositor and/or any third parties, in contract or tort, under any statute or otherwise, for any amount in respect of any loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with any claims or demands by the depositor and/or any third parties arising out of or in connection with the Conveyancing Account Terms and/or the ePI Service and/or the provision of any service (including the provision of the Conveyancing Account) by the Finance Company, whether or not the likelihood of such losses or damages was contemplated.
- 7.16 The Finance Company shall be entitled to terminate the services provided herein if it ceases, for any reason whatsoever, to be an appointed entity as defined in the Rules, with which Conveyancing Money may be deposited for the purpose of the Rules.
- 7.17 Without prejudice to its rights of termination under the General Terms, the Finance Company may terminate the Conveyancing Account at any time in accordance with the Rules by giving written notice to the depositor if the depositor is in material breach of any of the Conveyancing Account Terms and/or the General Terms.

## 8. DEFINITIONS

8.1 For the purposes of the Conveyancing Account Terms:-

<b>"Change of Counter-Signatory Form"</b>	means a Form prescribed as a Change of Counter-Signatory Form for the purposes of the Rules.
<b>"Conveyancing Account"</b>	means the Conveyancing Account and/or Conveyancing (CPF) Account opened or maintained by any solicitor (the "depositor") with the Finance Company in accordance with the Rules.
<b>"Conveyancing Money"</b>	means Conveyancing Money as defined in Rule 2(2) of the Rules.
<b>"Conveyancing Transaction"</b>	means a Conveyancing Transaction as defined in Rule 2(2) of the Rules.
<b>"ePI Service"</b>	means the electronic payment instruction service made available to the depositor and the Finance Company and provided by the Singapore Land Authority.
<b>"Finance Company"</b>	means Sing Investments & Finance Limited and its successors and assigns.
<b>"Forms"</b>	means the forms prescribed for the purposes of the Rules and set out at the Internet website of the Ministry of Law at <a href="http://www.minlaw.gov.sg">http://www.minlaw.gov.sg</a> , and any reference to a Form in the Conveyancing Account Terms shall be construed as a reference to the current version of that form which is displayed at that website and "Form" means any one of them. The electronic versions of the forms prescribed for the purposes of the Rules are those set out at the Singapore Land Authority's Internet website at <a href="http://www.sla.gov.sg">http://www.sla.gov.sg</a> , and any reference in the Conveyancing Account Terms to a form shall, in the case of an electronic version of that form, be construed as a reference to the current version of that form which is displayed at that website.
<b>"Instructions"</b>	means the instructions (including all deposit, payment, withdrawal or any other instructions) given by the depositor to the Finance Company.
<b>"Pay-In Form"</b>	means a Form prescribed as a Pay-In Form for the purposes of the Rules.
<b>"Pay-Out Form"</b>	means a Form prescribed as a Pay-Out Form for the purposes of the Rules.
<b>"Rules"</b>	means the Conveyancing and Law of Property (Conveyancing) Rules 2011 and any amendments, variations, supplements, re-enactments or substitutions thereto.
<b>"Variation Pay-In Form"</b>	means a Form prescribed as a Variation Pay-In Form for the purposes of the Rules.
<b>"Variation Pay-Out Form"</b>	means a Form prescribed as a Variation Pay-Out Form for the purposes of the Rules.

8.2 Unless the context otherwise requires,

- words and expressions in the Conveyancing Account Terms herein shall bear the same definitions and meanings as defined or stated in the General Terms and the Rules;
- words importing the singular number include the plural number and vice versa. Words importing the masculine gender shall include the feminine gender and vice versa;
- where there are two or more persons included in the expression "the depositor", all the Conveyancing Account Terms herein shall be binding on them jointly and severally; and
- Reference to any statute, statutory provision or subsidiary legislation includes a reference to that statute, statutory provision or subsidiary legislation as may be amended, varied, revised, substituted or re-enacted from time to time.

8.3 Headings used in the Conveyancing Account Terms are for convenience and ease of reference only and shall not be relevant to or affect the meaning or interpretation of the terms and conditions herein.