

## OCBC Corporate API Service Terms of Use

In consideration of OCBC Bank (Malaysia) Berhad [199401009721 / 295400-W] and/or OCBC Al-Amin Bank Berhad [200801017151 / 818444-T] (hereinafter known as “OCBC”, which term shall include its successors-in-title and assigns) extending to the applicant (“Customer”) the OCBC Corporate API as subscribed or accepted by the Customer in the manner prescribed by the OCBC, the Customer agrees to be bound by these Terms and Conditions of use (“Terms of Use”).

## OCBC Corporate API Service Terms of Use

By accessing and using the APIs, the Customer is agreeing to these Terms of Use. Please read them carefully.

### Part 1 – Definitions and Interpretation

#### 1. DEFINITIONS

- 1.1 In these Terms of Use, unless the context otherwise requires, the following expressions shall have the following meanings:
- 1.1.1 “API” means any application program interface, including any software code comprised therein and/or implementing the same;
  - 1.1.2 “Corporate API Pricing Guidelines” means any pricing guidelines or terms and conditions which set out the fees or charges for the access or use of the OCBC API as stipulated in the letter of offer or such other agreement between OCBC and the Customer;
  - 1.1.3 “Corporate API Documentation” means any relevant documentation, notices, instructions, guidelines and operating rules and policies relating to any OCBC APIs which OCBC issues from time to time, or any relevant specifications which OCBC prescribes from time to time, which may be notified to the Customer or otherwise;
  - 1.1.4 “Derivative Works” is defined in Clause 10;
  - 1.1.5 “End Users” means end users of the Customer Application, which include but are not limited to, (1) the shareholders, directors, managers, officers, employees, partners, office bearers and authorized persons or users of (a) the Customer, (b) the Customer’s customers and (c) the Customer’s Agent; as well as (2) the Customer’s customers who are natural persons;
  - 1.1.6 “End-User Electronic Instructions” means any Customer Communications transmitted or issued through OCBC APIs for or on behalf of the End Users, including in connection with the OCBC Corporate API Service and/or the Customer Transaction and received by OCBC;
  - 1.1.7 “Customer’s Agent” means third party agent(s) or service provider(s) having agreement/ arrangement with the Customer (a) for the right, authorization or licence to use the Customer Application in connection with the use of OCBC APIs and/or (b) with the power and authorization to access and process the Information (as defined in clause 7.1 below) and perform such acts for and on behalf of the Customer subject to this Terms of Use;
  - 1.1.8 “Customer API” means any API made available by or on behalf of the Customer to OCBC from time to time, including any services, functions and features made available through such API by or on behalf of the Customer;
  - 1.1.9 “Customer Application” means the software application, platform, website or other applications owned by the Customer or licensed to the Customer (either by the Customer’s Agent or any other third party) which involves the use of the OCBC APIs;
  - 1.1.10 “Customer Communications” means any responses, notifications, instructions, communications, data, or information communicated by or on behalf of the Customer to OCBC, including End-User Electronic Instructions, and any unique identification code which identifies the relevant Customer Transaction (such as, without limitation, the “Bank Reference Number”, the “Transaction Reference Number, the “Unique Transaction Reference”, etc);
  - 1.1.11 “Customer Transaction” means any transaction or instruction effected or issued, or purported to be effected or issued, through the OCBC API;
  - 1.1.12 “Indemnitees” is defined in Clause 9.1;
  - 1.1.13 “OCBC API” means any API made available by or on behalf of OCBC to the Customer from time to time, including any services, functions and features made available through such API by or on behalf

of OCBC and any modifications, reconfigurations, improvements and/or changes to any of the foregoing;

- 1.1.14 "OCBC Communications" means any responses, notifications, instructions, communications, data, information, statements, acknowledgments, status updates, transaction confirmations and/or any other material (including databases, text, graphics, photographs, animations, audio, music, video, links or other content) provided, made available or communicated by or on behalf of OCBC to the Customer;
- 1.1.15 "OCBC Corporate API Service" refers to any services, products, features and/or functionalities offered by OCBC to enable the End Users to effect the Customer Transaction, including the transmission of the Customer Communications to OCBC, funds transfer and/or bill payment;
- 1.1.16 "OCBC Services" means any services which OCBC has agreed to provide or make available to the Customer including the OCBC Corporate API Service, the OCBC Communications and the OCBC APIs (as the case may be), as well as any information and materials provided through the OCBC APIs;
- 1.1.17 "Password" refers to the valid password that the Customer uses in conjunction with the Username to access OCBC APIs;
- 1.1.18 "Personal Data" refers to any data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which OCBC has or is likely to have access, including data in OCBC's records as may be updated from time to time. Examples of such Personal Data include the individual's name, address, national registration identity card ("NRIC") number or e-mail address;
- 1.1.19 "Trademarks" is defined in Clause 10; and
- 1.1.20 "Username" refers to the unique login identification name or code which identifies the Customer.

## 1.2 INTERPRETATION

In these Terms of Use: (i) whenever the words "include", "includes" or "including" are used in these Terms of Use, they will be deemed to be followed by the words "without limitation"; (ii) words importing the singular only shall also include the plural and vice versa where the context requires; (iii) references to a statute or statutory provision in these Terms of Use are to Malaysia statutes or statutory provision unless otherwise stated, and shall include that statute or provision as from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to the subject matter of or the transactions entered into in accordance with these Terms of Use; and (iv) clause headings are inserted for convenience only and shall not affect the interpretation of these Terms of Use.

## Part 2 – Terms governing access and use of the OCBC APIs and OCBC Communications

This Part applies when the Customer uses an OCBC API(s).

### 2. LICENCE TO USE APIS

- 2.1 OCBC grants to the Customer a personal, limited, non-exclusive, non-transferable, non-sublicensable right to access and use the OCBC APIs in the manner permitted by and subject always to these Terms of Use.
- 2.2 OCBC reserves all rights not granted hereunder.
- 2.3 For the avoidance of doubt, OCBC shall not at any time be obliged to provide any modifications to the OCBC APIs, including any updates and/or upgrades to the OCBC APIs or any new versions and/or releases of the OCBC APIs which result in new features.
- 2.4 OCBC shall have the right to impose charges for the access or use of the OCBC APIs and/or the OCBC Corporate API Service. The Customer shall pay the applicable charges in accordance with the Corporate API Pricing Guidelines by OCBC. OCBC reserves the right to revise the Corporate API Pricing Guidelines at its sole discretion from time to time by notice to the Customer in accordance with Clause 15.
- 2.5 The Customer hereby grants to OCBC a fully paid-up, non-exclusive, transferable, sublicensable right to access and use the Customer APIs.
- 2.6 The Customer warrants and represents for the benefit of OCBC that:
  - 2.6.1 the Customer has the right and all necessary consents to enter into these Terms of Use and to grant to OCBC a licence or sub-licence to use the Customer APIs as contemplated by these Terms of Use;
  - 2.6.2 the Customer APIs and any Customer Communications are free from viruses, malicious codes, or harmful components that may impair or damage the operation of another's computer or equipment; and
  - 2.6.3 the Customer APIs do not use, contain, include or constitute any open-source software.

### 3. LICENCE REQUIREMENTS AND RESTRICTIONS

- 3.1 The Customer both on behalf of itself and its End Users agrees and undertakes to abide by any licence requirements or restrictions referenced in the Corporate API Documentation.
- 3.2 The Customer shall, unless otherwise expressly agreed by OCBC in writing:
- 3.2.1 use the OCBC APIs strictly for non-commercial purposes;
  - 3.2.2 use the OCBC APIs strictly in accordance with any relevant Corporate API Documentation and strictly for purposes that are permitted by any applicable laws or regulations;
  - 3.2.3 permit the display of, conspicuously display and/or not obscure the display of, as the context permits, any trade names, trademarks, logos, domain names and/or other attributions to OCBC's brand which are automatically generated via the use of the OCBC APIs. The Customer agrees that OCBC has the sole right and discretion to determine whether the Customer's adherence to the foregoing and/or such attributions are satisfactory;
  - 3.2.4 take all necessary steps and/or precautions to ensure that the Customer Applications (whether using the OCBC APIs or not) are not mistaken or misrepresented as being OCBC's products or services. The Customer agrees that the Customer Applications shall at all times be made available or provided as the Customer's applications or services;
  - 3.2.5 notify and obtain consent from End Users before their location data is collected, transmitted or otherwise used by any of the Customer Applications which offer location-based services or functionality;
  - 3.2.6 ensure that the Customer either owns all content used in the Customer Application, or has obtained consent from the relevant content owners to use their content in the Customer Application; and
  - 3.2.7 ensure that it has implemented reasonable security arrangements (including, where appropriate, physical, administrative, procedural and technology measures) to prevent any unauthorised, accidental or unlawful access to the Customer's software, systems, networks or servers.
- 3.3 The Customer shall also, unless otherwise expressly agreed by OCBC in writing:
- 3.3.1 only use OCBC Communications for its internal purposes or such other purposes permitted by OCBC in writing;
  - 3.3.2 not disclose, sell or transfer any OCBC Communications without OCBC's prior written consent;
  - 3.3.3 exercise reasonable safeguards to protect all OCBC Communications from unauthorized access or use; and
  - 3.3.4 immediately delete any and all OCBC Communications on OCBC's request.
- 3.4 The Customer shall not, save as otherwise expressly agreed by OCBC in writing:
- 3.4.1 sell, resell, assign, sublicense, distribute, transmit, publicly display, rent, lease, lend, export, offer on a "pay-per-use" basis or publish the APIs or any part thereof in any form by any means to any third party, for monetary benefit or any other consideration;
  - 3.4.2 interfere with or disrupt the OCBC APIs or the servers or networks providing the OCBC APIs or any part thereof;
  - 3.4.3 reverse engineer or extract, or attempt to reverse engineer or extract, the source code from any OCBC APIs;
  - 3.4.4 use the OCBC APIs, the OCBC Communications and/or the Customer Applications in a manner which:
    - (i) contravenes any applicable laws and regulations; or
    - (ii) promotes or facilitates any form of material or activity which OCBC deems objectionable or would subject itself to reputational risk, including, without limitation, gambling, obscenity, pornography, prostitution, drugs, crime, cruelty, violence and any other materials or activities; and/or
  - 3.4.5 delete or alter any trade names, trademarks, logos, domain names and/or other attribution to OCBC's brand, which are provided due to the use of the OCBC APIs.
- 3.5 Any breach of the aforesaid requirements or restrictions shall result in immediate and automatic termination of all rights and licence granted hereunder. The use restrictions set out herein shall survive the termination of these Terms of Use.

### 3A. SANCTIONS

#### 3A.1 Interpretation

The following definitions shall have the following meanings respectively in this Clause 3A:

"Affiliate" means, a corporation related to the Customer including an "ultimate holding company as defined under S5 and S7 of the Companies Act 2016.

“Anti-Corruption Laws” means the Malaysian Anti-Corruption Commission Act 2009, the Bribery Act 2010 of the United Kingdom, the United States Foreign Corrupt Practices Act of 1977 and any similar laws, rules or regulations issued, administered or enforced by Malaysia, the United States of America, or any other jurisdiction.

“Anti-Money Laundering Laws” means the applicable financial record keeping and reporting requirements and the money laundering statutes in Malaysia and each jurisdiction in which the Customer and its Affiliate conducts business or operations, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory authority or proceeding by or before any court.

“controlled” means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be “controlled” by the first person.

“majority owned” means the holding beneficially or legally of more than 50 per cent. of the issued share capital (or equivalent) or voting rights of such person (excluding any part of that issued share capital (or equivalent) that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

“Restricted Person” means, at any time:

- (a) any person listed in any Sanctions related list of designated persons maintained by a Sanctions Authority;
- (b) any person operating, organised, resident, incorporated, registered or legally domiciled in a Sanctioned Country; or
- (c) any person controlled or majority owned by a person described in (a) or (b) above.

“Sanctioned Country” means, at any time, a country or territory which is the subject or target of any comprehensive or country-wide or territory-wide Sanctions, including but not limited to North Korea, Iran, Syria, Cuba, Crimea region of the Ukraine and Israel.

“Sanctions” means any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations enacted, imposed, administered or enforced from time to time by:

- (a) the United States government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State;
- (b) the United Nations Security Council;
- (c) the European Union and any European Union member state;
- (d) the United Kingdom;
- (e) the Bank Negara Malaysia; or
- (f) any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (i) the Customer and/or OCBC (whether based on its jurisdiction of incorporation or the place of its trade, business or other operational activities) or (ii) transaction(s) contemplated by these Terms and Conditions),

(each, a “Sanctions Authority”).

### 3A.2 Sanctions Representation and Warranty by Customer

The Customer hereby represents and warrants to OCBC as follows:

- (a) neither the Customer nor its Affiliate is a Restricted Person;
- (b) the OCBC Services shall not be directly or indirectly used for any purpose that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country or be used to finance the purchase or transfer of any military goods or equipment;
- (c) the Customer has implemented and maintains policies and procedures that will ensure compliance with the representations, warranties and undertakings set out in this Clause 3A;
- (d) the Customer and its Affiliates are not in breach of any laws and regulations relating to Sanctions.

### 3A.3 Sanctions Undertaking by Customer

The Customer hereby undertakes to OCBC as follows:

- (a) It shall not, whether directly or indirectly, perform any transactions with funds or assets that:
  - (i) constitute property of, or will be beneficially owned by, any Restricted Person; or
  - (ii) are the direct proceeds derived from any transactions that violate Sanctions applicable to any party hereto.
- (b) It will promptly deliver to OCBC and permit OCBC to obtain the details of any claims, action, suit, proceedings or investigation against it or its Affiliates by any governmental, judicial or regulatory authority with respect to Sanctions to the extent that such details are available to it.
- (c) It shall not (and shall ensure that each of its Affiliates will not) violate any Sanctions and will not conduct or engage in, directly or indirectly, any transaction, conduct, trade, business or other activity that could result in its violation of any Sanctions.
- (d) It shall not (and shall ensure that none of its Affiliates will) directly or indirectly use, or permit or authorise any other person to directly or indirectly use, all or any part of the OCBC Services:
  - (i) for any purpose (directly or indirectly) that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country or which would breach any Anti-Corruption Laws, Anti-Money Laundering Laws or terrorism financing laws; or
  - (ii) in any other manner which could result in the Customer or OCBC being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming subject of any Sanctions.
- (e) It shall (and it shall ensure that each of its Affiliates will) conduct its businesses and maintain policies and procedures that will ensure compliance with Anti-Corruption Laws and Anti-Money Laundering Laws.

## Part 3 – General terms

### 4. USER ACCOUNT

- 4.1 Access to and use of the OCBC APIs is restricted to authorised users only. The Customer may not obtain or attempt to obtain unauthorised access to the OCBC APIs, or to any other protected information, through any means not intentionally made available by OCBC for the Customer's specific use.
- 4.2 A Username and Password may either be: (i) determined and issued to the Customer by OCBC; or (ii) provided by the Customer and accepted by OCBC in OCBC's sole and absolute discretion in connection with the use and/or access of the OCBC APIs. OCBC reserves the right to invalidate, suspend or terminate the user account, Username and/or Password issued to the Customer and shall not be liable or responsible for any loss or damage suffered by or caused by the Customer or arising out of or in connection with or by reason of such invalidation, suspension or termination unless the loss or damage suffered by the Customer is caused solely by OCBC's gross negligence. The Customer hereby agrees to change the Customer's Password from time to time and to keep the Username and Password confidential and shall be responsible for the security of the Customer's user account and liable for any disclosure or use (whether such use is authorised or not) of the Username and/or Password. The Customer is to notify OCBC immediately if the Customer has knowledge that or has reason for suspecting that the confidentiality of the Username and/or Password has been compromised or if there has been any unauthorised use of the Username and/or Password.
- 4.3 The Customer is solely responsible for the use of the user account, Username or Password issued to the Customer or any other form or means of identification specified by OCBC, for use with the OCBC APIs. Any:
  - (i) use of or access to (whether actual or purported), the OCBC APIs, and/or any data for or on behalf of the End Users;
  - (ii) use of or access to (whether actual or purported), the OCBC APIs, the OCBC Communications;
  - (iii) End-User Electronic Instructions; or
  - (iv) Customer Communications,whether or not authorised by the Customer (or where applicable, the End Users), that is referable to the user account, Username or Password issued to the Customer or any other form or means of identification as may be specified by OCBC, shall, as the case may be, be deemed to be:
  - (a) use of or access to the OCBC APIs and/or any data by the Customer for or on behalf of the End Users which meets the requirements of any mandates, authorisations and operating instructions for the time being in effect relating to the user account;

- (b) use of or access to the OCBC APIs, the OCBC Communications by the Customer;
- (c) End-User Electronic Instructions transmitted and validly issued by the Customer for or on behalf of the End Users which meets the requirements of any mandates, authorisations and operating instructions for the time being in effect relating to the user account; or
- (d) Customer Communications transmitted and validly issued by the Customer.

The Customer shall be bound by such access, use, End-User Electronic Instructions and/or Customer Communications, and the Customer agrees that OCBC shall be entitled (but not obliged) to act upon, rely on such access, use, End-User Electronic Instructions and/or Customer Communications.

The Customer shall be solely responsible and liable to OCBC in respect thereof as if such access, use, End-User Electronic Instructions and/or Customer Communications (as the case may be) the same were carried out or transmitted by the Customer.

4.4 The Customer is responsible for the safe and secure preparation, encryption and transmission of the Customer Communications to OCBC as follows:

- (a) The Customer shall ensure that it has effective internal processes and procedures to ensure that only duly authorized officers have access to prepare and make the Customer Communications for transmission to OCBC, including but not limited to the use of verification codes, encryption, passwords, digital signatures, certificates and other security devices, systems and software designed to verify and authorize access only to the Customer's duly authorized officers.
- (b) The Customer shall safeguard the encryption key generation process and custody and storage of encryption keys from unauthorized use, access or modification of the encryption programme which must fulfill the minimum requirements as prescribed by OCBC from time to time ("Encryption Software") to transmit Customer Communications to OCBC.
- (c) The Customer shall be responsible to ensure that all Customer Communications are duly encrypted using the Encryption Software, before transmission to OCBC via internet connectivity. Any Customer Communications which are not duly encrypted using the Encryption Software may be rejected by OCBC and will not be processed. OCBC shall not be liable to the Customer for any loss, damage, claim, liability, cost and expense arising from the Customer transmitting any Customer Communications to OCBC without first duly encrypting the same using the Encryption Software.

4.5 The Customer represents and warrants that:

- (a) the contents of all Customer Communications are true, correct, duly authorized by the Customer and OCBC shall be entitled to act on such Customer Communications without verification with the Customer as to the correctness, accuracy, integrity and authenticity of, or authorization for, such Customer Communications; and
- (b) the Customer Communications are free from virus, Trojan horse, worm, bot and/or macro or other harmful components which may corrupt or modify any part of the Customer Communications or cause any harm or loss and damage to OCBC or its systems in any way whatsoever.
- (c) OCBC has been granted, or the Customer shall procure that OCBC shall be granted, the requisite licences to use the Customer Application for purposes of the OCBC Services.

4.6 The Customer may authorize Customer's Agent to make, send and receive the transmission of information, instructions, payment orders, messages and other communications (each a "Communication") for and on behalf of the Customer, under OCBC Corporate API Service subscribed by the Customer and effected in respect of the Customer's account(s).

- (a) The Customer is solely responsible to, and shall independently, assess and decide on the suitability and reliability of authorizing the Customer's Agent to make and send the Communications to OCBC, as well as to receive the Communications from OCBC. This includes but is not limited to the Customer's assessment of the Customer's Agent's security standards, internal processes and procedures and capabilities (or limitations) to install, implement and maintain its infrastructure to support functioning of OCBC Corporate API Service.
- (b) Notwithstanding the authority given to the Customer's Agent to make, send and receive the Communications and the Communications are made, sent and received by the Customer's Agent, the Customer continues to be fully liable under these Terms of Use. The Customer shall ensure and procure that the Customer's Agent performs the duties and obligations imposed on the Customer under these Terms of Use, so as not to cause the Customer to breach any of its duties and obligations. If the

Customer's Agent acts or omits to act in breach of any of these terms and conditions, the Customer as the principal shall be bound by and fully liable for all breaches by the Customer's Agent, as if the Customer itself had committed such breaches. The Customer shall ensure and procure that,

- (i) the Customer's Agent shall install and implement the Encryption Software and to install, implement and maintain the Customer's Agent's infrastructure to ensure that the Encryption Software functions as intended, to the same extent imposed on the Customer in these Terms of Use.
  - (ii) the Customer's Agent shall take the same steps imposed on the Customer in these Terms of Use, for the safe and secure preparation, encryption and transmission of the Communications to the Bank.
  - (iii) all duties and obligations imposed on the Customer shall be performed by the Customer acting through the Customer's Agent, failing which all breaches shall be attributed to the Customer.
  - (iv) the Customer's Agent shall not pre-fetch, cache, index or store any OCBC Communications, or carry out any data mining, data compilation or data extraction, for the purposes of statistical or trade analysis or otherwise, based on or in connection with any OCBC Communications or in relation to the OCBC Corporate API Service, except that the Customer may store limited amounts of OCBC Communications which is strictly necessary for the sole purpose of processing the Customer Transaction of improving the performance of the Customer Applications due to network latency (and not for the purpose of preventing OCBC from accurately tracking usage), and only if such storage is temporary, is secure, does not manipulate or aggregate any part of the OCBC Communications or the OCBC APIs and does not modify attribution to OCBC in any way.
  - (v) the Customer's Agent shall not data mine, compile or extract any security credentials, passwords, unique login identification names or codes which identifies the End-Users and which have been issued by OCBC or assigned by End-Users in connection with any services, products, features and/or functionalities offered by OCBC.
- (c) The Customer acknowledges that the Customer's Agent shall be solely responsible to ensure the correctness and accuracy of the Communications. The Customer represents and warrants that OCBC shall be entitled to act on and process all Communications received by OCBC from the Customer's Agent on the basis that such Communications are true, correct and duly authorized by the Customer, without verification with either the Customer or the Customer's Agent. The Customer shall not hold OCBC liable for any loss or damage suffered or sustained by the Customer arising from or in connection with any act or omission by the Customer's Agent in the making, sending and receiving of the Communications.
- (d) The Customer consents to and authorizes OCBC to receive the Communications from the Customer's Agent and to send the Communications containing the Information (as defined in clause 7.1 below) to the Customer's Agent. The Customer represents and warrants that the Customer's Agent is duly empowered and authorized by the Customer to access and process the Information (as defined in clause 7.1 below) contained in the Communications, and OCBC need not enquire into the nature and extent of the power and authority of the Customer's Agent.
- (e) The Customer acknowledges that OCBC shall not be concerned with any agreement between the Customer and the Customer's Agent on the use of any application(s), software(s) or tool(s) provided by or through the Customer's Agent for purposes to prepare, process, collate, arrange, transform, present and/or display of the Communications sent to and/or received from the Bank and the Bank shall not be liable to anyone in any way for any inconvenience, errors or mistakes in connection with or arising from the use of such application(s), software(s) or tool(s).
- (f) In the event the Customer wishes to terminate the authority given to the Customer's Agent, the Customer shall give no less than [30] Business Days' advance notice in writing to OCBC. If OCBC is unable to continue to allow the Customer using OCBC Corporate API Service through the Customer's Agent, OCBC will give no less than [30] Business Days' advance notice in writing to the Customer to make alternative arrangements. OCBC shall be entitled to act in reliance of the Customer's representations and warranties that each Communication made and sent by the Customer's Agent is true, correct and duly authorized by the Customer, until the effective date of termination of the Customer's authority upon expiration of the [30] Business Days from OCBC's actual receipt of the Customer's notice in writing or such longer period as stated in the notice.
- (g) The Customer hereby agrees that is shall not hold OCBC or its officers liable or responsible for any loss or damage in relation to any error, data accuracy, completeness, authenticity or default of the Customer's Agent. The Customer agrees that in the event the Customer's Agent is not able to carry out or perform its duties to make, send and/or receive the Communications under OCBC Corporate API Service in due compliance with these Terms of Use for any reason whatsoever, OCBC is under no

obligation to rectify or perform or provide alternative modes or channel in respect of the OCBC Corporate API Service subscribed by the Customer. OCBC is under no obligation to ensure that any of the Customer's Agent which integrates with OCBC is free from viruses or defects.

- (h) The Customer agrees and undertakes to fully indemnify OCBC from and against all losses, damages, claims, liabilities, fees, costs, charges and expenses arising from or in connection with the Bank acting on the Communications received by OCBC from the Customer's Agent and OCBC sending the Communications to the Customer's Agent, and the Customer shall pay such sums on demand.

## **5. RESERVATION OF RIGHT**

- 5.1 OCBC may from time to time, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the OCBC Services and shall not be liable if any such upgrade, modification, suspension or alteration prevents the Customer from accessing the OCBC Services or any part or feature thereof or for any loss or damage suffered thereby.
- 5.2 OCBC may from time to time without prior notice suspend or discontinue the provision of or to remove, whether in whole or in part, the OCBC Services for urgent and/ or unexpected maintenance works. OCBC shall not be liable if any suspension, discontinue or removal of OCBC Services prevent the Customer from accessing the OCBC Services or any part of feature thereof or for any loss or damage suffered thereby.
- 5.3 OCBC reserves the right, but shall not be obliged to: (i) monitor, screen or otherwise control any activity or services; (ii) investigate any violation of the terms and conditions contained herein and take any action it deems appropriate; (iii) prevent or restrict the Customer's access to the OCBC Services; ; and/or (iv) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities.

## **6. WARRANTIES AND DISCLAIMERS**

- 6.1 OCBC will use reasonable endeavours to ensure that the OCBC APIs and OCBC Communications will operate substantially in conformance with OCBC's published specifications set forth in the Corporate API Documentation and any specifications provided by OCBC to the Customer in writing. The foregoing shall not apply where: (i) the OCBC APIs or OCBC Communications are used on systems or processes or protocols that are not authorised or recommended by OCBC in such specifications ; or (ii) the OCBC APIs or OCBC Communications have been altered, modified or adapted by the Customer without the prior written consent of OCBC.
- Notwithstanding the foregoing, the Customer acknowledges and agrees both on behalf of itself and its End Users that the use of any OCBC Communications or OCBC APIs is at its sole risk, and OCBC shall not be liable for any failure of any OCBC API or OCBC Communications to so operate, nor will it be in breach of these Terms of Use solely by reason of such failure.
- 6.2 OCBC does not and shall not be taken to endorse the Customer Application, and the Customer shall not do anything or permit anything to be done which implies or suggests that OCBC is in any way endorsing the use or commercialisation of the Customer Application.
- 6.3 Save as otherwise expressly provided elsewhere in these Terms of Use, the OCBC Services are provided "as is", "as available", "as received" basis without warranty of any kind (whether statutory, implied or otherwise), all of which are expressly disclaimed .
- 6.4 Without prejudice to the generality of the foregoing, the Customer acknowledges and agrees both on behalf of itself and its End Users that OCBC provides no warranty of any kind, implied, express or statutory in conjunction with the OCBC Services, including any warranties of title, non-infringement of third party rights, merchantability, accuracy, timeliness, adequacy, completeness, satisfactory quality, non-interruption, fitness for a particular purpose and freedom from errors, omissions, defects, computer virus or other malicious, destructive or corrupting code, agent, program code or macros. OCBC does not warrant that (i) the use of any OCBC Services will operate in combination with any other hardware, software, system or data; (ii) the OCBC Services will meet any Customer's requirements or expectations; (iii) any OCBC Services will be accurate or reliable; (iv) the OCBC Services will be uninterrupted, error-free or virus-free, or that errors or defects therein will be corrected and (v) the OCBC Services will meet any service level requirements of the Customer. The OCBC Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, for which OCBC shall not be made liable except for delay caused solely by OCBC's gross negligence.

## **7. DISCLOSURE**

- 7.1 In addition to and without derogating from the disclosure clauses in the Transaction Banking Services Terms and Conditions, the Customer expressly consents to, instructs and authorizes OCBC to disclose to the Customer's Agent, any and all information relating to the Customer's bank accounts and transactions ("Information").



- 7.2 The Customer warrants and represents to OCBC that (i) it had obtained consent from the directors, relevant managers, officers, office bearers, partners and shareholders of the Customer, the Customer's customers and the Customer's Agent to disclose their personal data to OCBC in connection with the application for and use of the OCBC Services; (ii) informed them that OCBC may collect or verify their personal data with third party sources such as credit reporting agencies, Companies Commission or Insolvency Department and have obtained their consent for the relevant CRAs to disclose their credit report/information to OCBC for the purpose of applying for the OCBC Services and for OCBC's risk management and review; (iii) that OCBC may disclose their personal data to classes of third parties described in OCBC's Privacy Policy; (iv) that the Customer had informed them to read OCBC's Privacy Policy posted on OCBC's website.

## 8. LIMITATION OF LIABILITY

- 8.1 Exclusion of liability: Notwithstanding any other provision of these Terms of Use, and without prejudice to the generality of Clause 6.3 above, in no event shall OCBC be liable for:
- 8.1.1 any losses, damages, liabilities, claims, costs or expenses in connection with the access or use of the OCBC Services (whether by the Customer or otherwise), any inaccuracy, mistake, malfunction, error or delay in the OCBC Services or any omission by OCBC to provide any OCBC Services, save and except for and only to the extent of such losses suffered by the Customer which are caused by OCBC's negligence;
  - 8.1.2 any indirect, incidental, consequential, special or exemplary costs, claims, expenses, loss or damages, even if informed of the possibility of such costs, claims, expenses, loss and damage; and
  - 8.1.3 any special damage even if OCBC was aware of the circumstances in which such special damage could arise, loss of revenue or business opportunities, loss of profits, loss of agreements or contracts, loss of anticipated savings, loss of sales or business, loss of data, loss of or damage to goodwill loss of use or corruption of software, data or information or loss of value of any equipment.
- 8.2 Limitation of Liability: To the extent, not excluded or if any liability cannot be excluded under any applicable laws and regulations, OCBC's maximum aggregate liability for all claims, suits, demands, actions or other legal proceedings under, arising out of or relating to these Terms of Use or the OCBC Services, whether based on an action or claim in contract, negligence, tort or otherwise, shall not exceed the amount equivalent to the total sums received by OCBC from the Customer in the twelve months preceding the first event or occurrence giving rise to any damages or liability. Unpaid fees, claimed by OCBC and which are due under these Terms of Use, will not be considered damages subject to the foregoing liability cap and will not count against or reduce the amounts available under it. The aforesaid shall be the Customer's sole and exclusive remedy and OCBC's entire aggregate liability for any breach of any obligations of OCBC relating to these Terms of Use or the OCBC Services.
- 8.3 The Customer shall have a duty to use at least commercially reasonable efforts to mitigate any liability suffered by the OCBC in connection with these Terms of Use or the OCBC Services.
- 8.4 The Customer agrees and acknowledges that it is the best judge of the value and importance of the data of the Customer ("Customer Data"), whether in physical form or stored in electronic medium, and the Customer shall be solely responsible for taking all necessary steps and precautions to ensure, and to maintain in the event of loss for any reason, the integrity and the security of the Customer Data.

## 9. INDEMNITY

- 9.1 Without prejudice to any other indemnities in these Terms of Use, the Customer hereby unconditionally and irrevocably undertakes to indemnify, defend and hold harmless OCBC, and its related corporations, and any of their officers, directors, agents, employees and licensors (collectively, the "**Indemnitees**"), from and against any and all demands, claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including legal fees) which any Indemnitee may suffer or suffers arising out of or relating to:
- 9.1.1 these Terms of Use;
  - 9.1.2 the provision of OCBC Services;
  - 9.1.3 any breach of the Customer's representations, warranties, undertakings or obligations under these Terms of Use;
  - 9.1.4 any Customer Communications including the End-User Electronic Instructions or the acting upon or carrying out of any such Customer Communications or the taking of steps in connection with or in reliance upon any such Customer Communications;
  - 9.1.5 the Customer Transaction;
  - 9.1.6 the Customer Application.
  - 9.1.7 the use of the OCBC Services by the End Users or third parties;

- 9.1.8 any negligent act or omission or wilful default, misconduct or fraud of the Customer;
  - 9.1.9 any contravention of any applicable laws, regulations or guidelines by the Customer, including any data protection, privacy or confidentiality laws in any relevant jurisdictions, whether arising on account of the actions of the Customer or otherwise howsoever; and/or
  - 9.1.10 any claim by any third party against any Indemnitee arising from any circumstance specified above.
- 9.2 The Customer will cooperate fully in the defence of any allegation or third-party legal proceeding. OCBC reserves the right to assume the exclusive control and defence of any indemnified matter under this Clause 10.

## 10. INTELLECTUAL PROPERTY

All copyright and other intellectual property and proprietary rights in the OCBC Services belong to OCBC or its licensors unless otherwise indicated. Subject to the terms of these Terms of Use, the Customer may access the OCBC Services provided that the Customer also retains all copyright and other proprietary notices contained therein. The Customer may not, however, copy, reproduce, distribute, modify, transmit, reuse, re-post, or use the OCBC Services without OCBC's prior written permission. The trademarks, logos, and service marks (collectively the "**Trademarks**") displayed in connection with OCBC Services are registered and unregistered the Trademarks of OCBC or where applicable, other third party proprietors. No right or licence is given to any party accessing the OCBC Services to reproduce or use any such Trademarks. In the event that any enhancements, derivatives, changes, modifications, alterations or adaptations of or to the OCBC Services in whatever form or medium (collectively "**Derivative Works**"), are made, created, developed, or acquired by the Customer (whether or not authorised under these Terms of Use or whether or not permitted by OCBC), all rights, title and interest (including intellectual property rights) in all countries of the world, whether vested, contingent or future, in and to such Derivative Works shall belong exclusively to OCBC. This clause shall survive the termination of these Terms of Use.

## 11. TRANSACTIONS WITH THIRDPARTIES

Under no circumstances shall it be construed that, in the case of the services, products or programmes of any third party, OCBC is a party to any transaction between the Customer and such third party or that OCBC endorses, sponsors, certifies, or is involved in the provision of such services, products, applications or programmes accessible via the OCBC Services and OCBC shall not be liable in any way for any products obtained and/or purchased from or services rendered by any such third party which shall be the sole responsibility of the relevant third party.

## 12. TERMINATION / SUSPENSION

- 12.1 OCBC, in its sole discretion, may with immediate effect upon giving the Customer notice, terminate the access to and/or use of the OCBC Services (or any part thereof) for any reason whatsoever, including a breach of any of the terms and conditions of these Terms of Use without being responsible for any loss or damage suffered thereby, unless the loss or damage suffered by the Customer is caused solely by OCBC's gross negligence.
- 12.2 The Customer may terminate these Terms of Use by giving thirty (30) days' notice in writing to OCBC. Upon termination of these Terms of Use for any reason whatsoever, all rights and/or licences granted to the Customer under these Terms of Use shall immediately cease and terminate.
- 12.3 The Customer agrees that OCBC shall be entitled to immediately restrict, block, suspend and/or terminate:
  - (a) any OCBC Services (whether in whole or in part), including without limitation the content, offerings, services, products and/or functionalities of OCBC Services;
  - (b) the modes, methods or channels available for accessing any OCBC Services;
  - (c) any operating system, software, or feature that is part of or supports any OCBC Services; and/or
  - (d) the Customer's access and/or use of any OCBC Services and/or any Username, Password, Encryption Software, verification codes, digital signatures, certificates and other security devices, systems and software;

in the event there is a breach of Clause 3A.2 or Clause 3A.3 by the Customer. OCBC may use such software and/or technology, whichever applicable, to detect the location from which the Customer is accessing or using OCBC Services. OCBC shall be entitled to restrict, block, suspend and/or terminate such access or use of OCBC Services by the Customer as soon as OCBC's software and/or technology

detects that the Customer is accessing or using OCBC Services from a Sanctioned Country. OCBC shall not be held liable for such restriction, blocking, suspension and/or termination of OCBC Services.

### **13. AMENDMENTS TO TERMS OF USE**

OCBC may impose such further terms and conditions and make such amendments to these Terms of Use, the Corporate API Documentation and/or the Corporate API Pricing Guidelines as OCBC may in its discretion deem fit from time to time (including terms or amendments allowing OCBC to charge or revise fees for the use of OCBC Services). OCBC will notify the Customer of such amendments by: (i) publishing such amendments in the statements sent to the Customer; (ii) displaying such amendments at OCBC's branches; (iii) posting the amendments on OCBC's website; (iv) electronic mail or letter; or (vi) such other means of communication as OCBC may determine, which the Customer agrees shall be sufficient notice for the purpose of this clause.

### **14. NOTICES**

Any notice or other communication in connection with these Terms of Use may be given by post to the address then most recently notified by the recipient to the sender.

### **15. FORCE MAJEURE**

OCBC shall not be liable for any non-performance, error, interruption or delay in the performance of its obligations under these Terms of Use or in the OCBC Services' operation, or for any inaccuracy, unreliability or unsuitability of the OCBC Services if due, in whole or in part, directly or indirectly to an event or failure which is beyond its reasonable control (including acts of God, natural disasters, epidemics, acts of war or terrorism, acts of any government or authority, power failures, acts or defaults of any telecommunications network operator or carriers and the acts or a party for whom OCBC is not responsible for).

### **16. GENERAL**

- 16.1 The Customer may not assign the Customer's rights under these Terms of Use without OCBC's prior written consent. OCBC may assign OCBC's rights under these Terms of Use to any third party.
- 16.2 These Terms of Use will bind the Customer and OCBC and OCBC's respective successors in title and assigns. These Terms of Use will continue to bind the Customer notwithstanding any change in OCBC's name or constitution or OCBC's merger, consolidation or amalgamation with or into any other entity (in which case these Terms of Use will bind the Customer to OCBC's successor entity).
- 16.3 If any provision of these Terms of Use is held to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be struck and severed from these Terms of Use and the remaining provisions of these Terms of Use shall not be affected thereby.
- 16.4 No failure or delay to exercise OCBC's rights under these Terms of Use shall operate as a waiver thereof nor shall such failure or delay affect our right to enforce OCBC's rights under these Terms of Use.
- 16.5 No person or entity who is not a party to these Terms of Use shall have any right to enforce any term of these Terms of Use, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this shall not affect the rights of any permitted assignee or transferee of these Terms of Use.
- 16.6 The Customer agrees and acknowledges that these Terms of Use and the services provided or made available thereunder do not include the provision of Internet access or other telecommunication services by OCBC. Any Internet access or telecommunications services (such as mobile data connectivity) required by the Customer to access and use the OCBC Services or to make available to the End Users access to and use of the OCBC Corporate API Service shall be the Customer's sole responsibility and shall be separately obtained by the Customer, at their own cost, from the appropriate telecommunications or internet access service provider.