

TERMS AND CONDITIONS OF UOB PRIVATE BANK MYPORTFOLIO SERVICES

This document sets out the general terms and conditions of our UOB Private Bank MyPortfolio Services (“MyPortfolio Services”). These terms and conditions are binding on you therefore it is important that you read and understand this document. Please refer to clause 11 (Meaning of Words) for the definitions of some of the words used in this document.

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 1. **THESE TERMS**
 - 1.1 The terms and conditions set out herein (“these Terms”) apply every time you or your Customer User access and use MyPortfolio Services.
 - 1.2 These Terms supplement, are additional to and are to be read together with:
 - (a) our Consolidated Terms for Accounts and Services;
 - (b) our Legal Notices;
 - (c) our Privacy and Security Terms;
 - (d) the terms and conditions for MyPortfolio Services found on our application form;
 - (e) the terms and conditions governing the specific product or service offered by us along or by us together with third parties; and(a) to (e) above are collectively known as the “Other Terms”.
 - 1.3 If there is any conflict or inconsistency between these Terms and the Other Terms, these Terms shall apply over the Other Terms to the extent necessary to give effect to these Terms.
 - 1.4 If you do not accept these Terms, please stop accessing and using MyPortfolio Services immediately.
 2. **REGISTRATION AND ELIGIBILITY**
 - 2.1 To register for MyPortfolio Services, you must provide us with true, accurate and complete information and must promptly notify us of any change in the information provided. You will be solely responsible for the consequences of us acting or not acting on any inaccurate, incomplete, garbed, illegible or outdated information that you provide us.
 - 2.2 We reserve the right to reject any application to register for MyPortfolio Services.
 - 2.3 By clicking on an “I AGREE”, “I CONSENT” or other similarly worded button or entry field on MyPortfolio Services, you or your Customer User, as the case may be, is deemed to have read, understood and accepted all these Terms and the Other Terms.
 - 2.4 (a) In the case of an individual Customer, you must designate an account for the account’s mailing address to be used for internet banking-related correspondence for MyPortfolio Services (“Primary Account”). The mailing address given will supersede that which was given by you for internet banking (if any) with us and all your mail relating to internet banking will be sent to the same mailing address.

- (b) In the case of a corporate Customer, your Customer User must designate an individual account for the account's mailing address to be used for internet banking-related correspondence address for MyPortfolio Services ("Primary Account"). The mailing address given will supersede that which was given by your Customer User for internet banking (if any) with us. If your Customer User does not have an account with us, all your Customer User's mail for internet banking-related correspondence for MyPortfolio Services will be sent to your company's last known address. In the event your Customer User opens an account with us, the mailing address for that account will automatically be used and supersedes your company's last known address as the mailing correspondence address.
- (c) In the event of a closure of the Primary Account, you agree that the Bank will automatically assign another of your accounts (in the case of an individual Customer) or your Customer User's accounts (in the case of a corporate Customer) with the Bank as the new Primary Account.
- 2.5 In the case of an individual Customer, in relation to Accounts which are operated severally by any one of the joint account holders, the Bank shall be entitled, in its discretion, to approve the application for MyPortfolio Services by any one of the joint account holders, without requiring the other joint account holders to co-sign the application form for MyPortfolio Services.
- 2.6 In the case of a corporate Customer, you agree and undertake to procure the Customer User's agreement to (i) these Terms and (ii) access by the Customer User to view the Customer User's own accounts with UOB Private Bank (if any) in MyPortfolio Services irrespective of whether the Customer User has applied for MyPortfolio Services separately.
3. **USE OF MYPORFOLIO SERVICES**
- 3.1 **Security/Confidentiality**
- (a) **Username and Password**
- (i) You must take all precautions to and undertake to procure that your Customer User, as the case may be, safeguard and keep the Username and Password confidential to prevent fraudulent or unauthorized access to MyPortfolio Services.
- (ii) You acknowledge that the same Username and Password issued to you or your Customer User, as the case may be, can be used to access MyPortfolio Services and UOB Personal Internet Banking in respect of your and/or the Customer User's accounts.
- (b) **Device**
- (i) The Device shall remain our exclusive property and you must return the same to us on demand.
- (ii) You must take and procure that your Customer User, as the case may be, take all precautions and reasonable care to prevent loss, theft, fraudulent or unauthorized use of the Device including not allowing anyone else to use it.
- (iii) The same Device can be used to access MyPortfolio Services and UOB Personal Internet Banking in respect of your and/or your Customer User's accounts.
- (c) **Reporting**
- You and/or your Customer User must make a report to us as soon as possible when you and/or your Customer User:
- (i) suspect or become aware that your or your Customer User's Password and/or the Device is lost, stolen, misused or tampered with;
- (ii) suspect that someone else knows your or your Customer User's Username and/or Password; or
- (iii) suspect or become aware that there has been unauthorized access to or use of your or your Customer User's Username, Password and/or the Device;
- (iv) receive or retrieve any data or information from MyPortfolio Services that is not intended for you and/or your Customer User.
- (d) **Responsibility for any loss/damage**
- You agree that we shall not be liable for any loss or damage arising from loss, theft, unauthorized use, misuse or tampering of your Username, Password or the Device or any defect, default, deficiency, malfunction, interference or any consequence arising as a result of your or your Customer User's failure to comply with clause 3.1(a) to (c) above or any other security measures to be undertaken by you or your Customer User pursuant to the Other Terms.
- (e) **Change in Customer User**
- You agree that if your Customer User (if any) is leaving your employ or is no longer authorised or instructed by you to access MyPortfolio Services for any reason whatsoever, you must immediately inform us to revoke access to your Accounts via MyPortfolio Services and take all steps to ensure that the Customer User is replaced.
- 3.2 **Authorisation**
- (a) All instructions given or transactions effected via MyPortfolio Services through the use of the Username, Password and/or the Device are irrevocable and binding on you.
- (b) We will deal with any instruction given by you according to our usual business practice. We do not guarantee that an instruction will be carried out within a particular time frame or in any particular order. If we receive your instructions after the time or deadline we set for transactions for any particular day, we may not carry out the instructions until the next Business Day.

3.3 Use of Mobile Number and Email Address

- (a) The mobile number and email address given by you or your Customer User for your application of MyPortfolio Services will supersede the existing mobile number and email address in our records and be used for all notifications by the Bank to you (as an individual Customer) or your Customer User, as the case may be, including for ATM and Credit Card transactional alert and UOB Personal Internet Banking (if any).
- (b) In the event you (as an individual Customer) or your Customer User applies for UOB Personal Internet Banking subsequent to your application of MyPortfolio Services, your or your Customer User's mobile number and email address will be updated accordingly if there is any change.

3.4 Push Notifications

You acknowledge and agree that as part of the Services, MyPortfolio Services application can send Push Notifications to your Equipment. We shall not be liable for any loss, damage or costs of any kind incurred by you or any other party arising out of or related to any inaccurate and incomplete content in the Push Notification, non-delivery or timely delivery of any Push Notification, or any reliance by you or any other part on the content of the Push Notification. You shall take all steps necessary to allow MyPortfolio Services to send Push Notifications to your Equipment, including enabling Push Notifications through MyPortfolio Services application.

4. NO WARRANTY ON LINKS AND USE OF AGENTS, CONSULTANTS AND SUB-CONTRACTORS

We may provide links to other websites, software and applications by third parties, allow access to general information supplied by third parties ("Third Party Links") and may make use of agents, consultants and sub-contractors to provide MyPortfolio Services. We do not guarantee the contents of the Third Party Links and shall not be responsible or liable for any loss or damage howsoever arising in connection with what you do via the Third Party Links or with any aspect of MyPortfolio Services provided by the agents, consultants and sub-contractors.

5. LIMITATION OF LIABILITY

In addition to clause A.22 (Indemnity by Customer/ Currency Conversion) of our Consolidated Terms For Accounts and Services:

- (a) we will use reasonable efforts to ensure that MyPortfolio Services are operated and managed properly; and
- (b) other than UOB, no other person, firm, corporation or other legal entity (including our employees, agents and/or independent contractors) is or shall be deemed to be liable for any loss or damage of any kind arising from or in connection with MyPortfolio Services.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The copyright in and to the contents of MyPortfolio Services (except for information pertinent to your Account(s) or information personal to you in your capacity as our customer) is owned by or licensed for use by UOB. No part of the contents may be reproduced, distributed, published, modified, displayed, broadcast, hyperlinked or transmitted in any manner or by any means or stored in an information retrieval system without our prior written consent.
- 6.2 The trademarks, service marks, graphics, devices and logos displayed on MyPortfolio Services are our sole and exclusive property or that of other relevant third parties. No right or license is given to you for any reproduction or use of any such trademark, service mark, graphic, device and logo.

7. MISCELLANEOUS

7.1 Impairment of Terms

If any of these Terms is invalid, unlawful or unenforceable under the laws of any country, it shall not affect or impair the validity, legality or enforceability of the rest of these Terms and/or these Terms under the laws of any other country.

7.2 Variation

- (a) You agree that these Terms may be changed from time to time. If we change or add a term or condition to these terms, we will notify you in accordance with our usual practice and the change or addition will take effect on the date specified in the notice.
- (b) If you do not accept the change or addition to these Terms, you or your Customer User must stop accessing and using MyPortfolio Services and, as soon as possible, terminate your access and use of MyPortfolio Services. If you continue to access and use MyPortfolio Services after the change or addition takes effect, you will be deemed to have accepted the change or addition without reservation.

7.3 Waiver

Any failure or delay by us in exercising or enforcing any right we have under these Terms does not operate as a waiver of and does not prejudice or affect our right subsequently to act strictly in accordance with our rights.

7.4 Force Majeure

- (a) In the event we are unable to observe or perform any of these Terms due to or caused by events beyond our control or events which we cannot reasonably be expected to prevent or avoid, we shall be excused from performing these Terms for the duration of the disabling event. UOB shall not be liable for any delay, loss, damage or inconvenience caused or arising from or in connection with the disabling events.

- (b) Examples of such events include but are not limited to equipment, system or transmission link malfunction or failure, fire, flood, explosion, acts of elements, acts of God, acts of terrorism, wars, accidents, epidemics, strikes, lockouts, power blackouts or failures, labour disputes or acts, demands or requirements of governments.

7.5 English Version to Prevail

If we decide to provide these Terms in a language other than English and there are differences in meaning between the English version and the translation, the meaning in the English version shall prevail.

8. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

Unless we expressly state so, a person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce or enjoy the benefit of any of these Terms.

9. MONEY LAUNDERING ETC

We may take any action we consider appropriate to comply with the laws and regulations of Singapore and other jurisdictions concerning money laundering, terrorist financing and the provision of financial and other services to persons, entities or countries sanctioned or named under those laws and in so doing, we will not be liable for any direct, indirect or consequential loss or damage including loss of profit or interest suffered by any party.

10. GOVERNING LAW AND JURISDICTION

10.1 These Terms are governed by and interpreted according to the laws of Singapore. You agree to irrevocably submit to the exclusive jurisdiction of the courts of Singapore which means that legal proceedings against us can only be brought in the courts of Singapore.

10.2 This clause does not limit our right to bring legal proceedings in any country and to take concurrent legal proceedings in more than one country.

11. MEANING OF WORDS

Accounts mean all the eligible linked accounts that you now or hereafter have with UOB Private Bank.

Business Day means any day on which we are open for business in Singapore and excludes Saturdays, Sundays, public holidays, bank holidays or such other days that we may declare.

Customer User means a person authorised by a corporate Customer from time to time to access and use MyPortfolio Services.

Device means any security device we issue to and designate for use by you or your Customer User to access MyPortfolio Services.

Equipment means any compatible electronic, wireless, communication, transmission or telecommunications equipment, device or medium including but not limited to the internet, any computer or mobile equipment, device, terminal or system which may be required to access and use MyPortfolio Services.

Mobile Services mean the banking services and/or products we offer from time to time through the medium of a mobile Equipment that enables you or your Customer User to access your Account(s) and general investment-related information and/or other transactions electronically as may be made available from time to time.

MyPortfolio means the internet banking services and/or products we offer from time to time through any Equipment that enables you or your Customer User to access your Account(s) and general investment-related information and/or other transactions electronically as may be made available from time to time.

MyPortfolio Services means MyPortfolio and Mobile Services.

Password means any personal identification number, word, phrase, symbol, code or other identification (electronic or otherwise) that is needed for:

- (a) access and use of any Account or MyPortfolio Services;
- (b) the operation of any Device; and/or
- (c) identification of the user of MyPortfolio Services.

Password includes one-time passwords (“OTP”) and response codes generated by any Device.

Push Notification means a message, including any content or data, that is transmitted as part of MyPortfolio Services application and delivered to the user’s Equipment.

UOB/we/our/us means United Overseas Bank Limited and shall include its successors and assigns.

Username means the personal identification name, number, character or combination of any of these which identifies the registered user of the MyPortfolio Services.

you/your/Customer means a holder of an individual or corporate UOB Private Bank account (as the case may be) who accepts these Terms.

Please note that words importing singular includes the plural and vice versa.