



GENERAL TERMS AND CONDITIONS FOR INTERNET BANKING SERVICE ("Terms for Internet Banking Service")

These Terms for Internet Banking Service shall be considered an integral part of, and are to be read together with, the Terms and Conditions for Private Wealth Accounts, Investments and Services, which shall continue to apply in full force and effect. These Terms for Internet Banking Service shall incorporate, and be read together with, the duly submitted application (whether electronic or physical) for the Internet Banking Service or Maybank's Online Banking service (whichever is applicable) as may be prescribed by the Bank from time to time, which collectively form the agreement between the Bank and you governing the Internet Banking Service.

Without prejudice to the application of Section A (General Terms) of the Conditions, these Terms for Internet Banking Service contain specific terms governing the use of the Bank's Internet Banking Service. Unless the context otherwise requires or these Terms for Internet Banking Service expressly provide otherwise, all words and expressions as defined in the Conditions shall have the same meanings when used or referred to in these Terms for Internet Banking Service. In the event of any inconsistency between these Terms for Internet Banking Service and the Conditions, the former shall prevail, unless the inconsistency relates to a particular Service (other than the Internet Banking Service), in which case the Conditions relating to the relevant Service shall prevail. For the avoidance of doubt, the Internet Banking Service shall be a "Service" as defined in the Conditions.

It may not be possible to perform certain transactions via the Internet Banking Service, in which case, certain provisions relating to online/electronic transactions and/or Internet Banking Instructions in these Terms for Internet Banking Service will not apply.

1. Definitions

"**Application**" means any application on the form(s) prescribed by the Bank for any of the Services.

"**Authorised User**" means you (if a natural person) or such other natural person(s) whom you (whether or not a natural person) may from time to time notify to the Bank in writing (in such form as the Bank may prescribe from time to time) in accordance with these Terms for Internet Banking Service as a person or persons who is/are authorised to use, access and operate the Internet Banking Service and /or to give Internet Banking Instructions to the Bank via the Internet Banking Service, for and on behalf of you.

"**Compromised Security Devices**" is defined in Clause 5.2 below.

"**Content**" is defined in Clause 11.1 below.

"**Customer Limit**" means such daily aggregate limit in respect of all such applicable Services extended by the Bank to you that the Bank may impose on you from time to time.

"**Designated User**" is defined in Clause 5.2 below.

"**Electronic Alert**" means a notification, instruction, communication, order, message, data, or information sent by the Bank to you and/or your Authorised Users via SMS, email or such other mode of electronic delivery as the Bank may determine from time to time.

"**Internet**" means a global network of interconnected computer networks, each using the Transmission Control Protocol/Internet Protocol and/or such other standard network interconnection protocols as may be adopted from time to time, which is used to transmit data, software, applications, content or any other materials that are directly or indirectly delivered to a computer or other digital electronic device for display to an end-user, whether

such data, software, applications, content or other materials are delivered through online browsers, off-line browsers, or through "push" technology, email, broadband distribution, satellite, wireless, or otherwise.

"Internet Banking Instruction" means an instruction or request transmitted through the Internet Banking Service and (where required by the Bank) digitally signed and/or authenticated, whether individually or collectively, with the Security Devices of any one or more persons who is/are or purport to be, or appearing to the Bank to be, Authorised Users in accordance with your instructed mandate for the Internet Banking Service and in accordance with the Bank's prescribed procedures and requirements, and (where applicable) shall include all Applications which have been submitted in electronic form via the Internet Banking Service.

"Internet Banking Service" means the service provided by the Bank hereunder, through which you may have electronic access to, and use of, such Services as the Bank may offer or approve via the Internet or via any wide area network, Intranet or other electronic link.

"Other Sites" is defined in Clause 4 below.

"Security Code" means a random password generated by the Bank that is required to access the Internet Banking Service as a means of identification when using the Internet Banking Service, which will be transmitted via SMS to any mobile phone number that has been registered with the Bank, or via email to any email address that has been registered with the Bank, or to such other electronic devices and/or other Security Devices as the Bank may otherwise select or approve.

"Security Devices" means each, any and/or all electronic keys, logon identifiers, passwords, personal identification numbers (PINs), electronic devices, smartcards and other codes and access procedures issued by the Bank or by any other party designated by the Bank from time to time to you (or your Authorised Users) to enable you to access and/or use the Internet Banking Service.

"Security Notification" is defined in Clause 5.2 below.

"Singapore Dollars" means the lawful currency for the time being of the Republic of Singapore.

"SMS" means a Short Message Service that enables messages to be transmitted between mobile phones or such other telecommunication or electronic devices as the relevant service providers may make available.

"Taxes" is defined in Clause 3.5 below.

2. Use of the Internet Banking Service

- 2.1 You agree that by accessing and/or utilising (or allowing any of your Authorised Users to access and/or utilise) the Internet Banking Service, you shall be bound by and shall comply with these Terms for Internet Banking Service.
- 2.2 You agree to procure and install, at your own cost and expense, any and all software, hardware and/or equipment necessary to access and/or use the Internet Banking Service as instructed or advised by the Bank.
- 2.3 You agree to install and use (and cause all your Authorised Users to install and use) any and all Security Devices issued or designated by the Bank and to comply (and cause all your Authorised Users to comply) with the Bank's instructions and procedures regarding the use of the Security Devices, and (where required by the Bank) to ensure that (and cause all your Authorised Users to ensure that) all Internet Banking Instructions to the Bank are digitally signed and/or authenticated, whether individually or collectively, with the Security Devices in such manner as required or notified by the Bank. For the avoidance of doubt, you acknowledge that the Bank shall be entitled to alter, amend or withdraw any existing Security Device(s) and/or introduce new Security Device(s) from time to time as it deems fit.

- 2.4 You agree and undertake to be bound by and to comply (and cause all your Authorised Users to comply) with any and all of the Bank's procedures, requirements, restrictions, instructions or any additional conditions pertaining to the access and use of the Internet Banking Service as may be issued by the Bank from time to time and/or posted on-line, including exercising safety precautions to access and use the Internet Banking Service.
- 2.5 You acknowledge that all Internet Banking Instructions (whether authorised by you or not) are irrevocable and binding on the Bank upon transmission through the Internet Banking Service and the Bank shall be entitled to effect, perform or process such Internet Banking Instructions without your further consent and without any further reference or notice to you.
- 2.6 You understand and agree that the Bank is authorised to, but is under no obligation to, honour any Internet Banking Instruction and the Bank shall (at all times in the Bank's sole and absolute discretion, without needing to give any reasons) be entitled to refuse to act on any Internet Banking Instruction without incurring any liability whatsoever, including but not limited to, any of the following scenarios:
- (a) the funds in the relevant Account are insufficient to effect, perform or process that Internet Banking Instruction;
 - (b) the relevant Account is frozen or closed and a new or other existing account with the Bank has not been opened or selected and designated in substitution or as an alternative;
 - (c) the Bank knows or has reason to believe that any fraud, criminal act, offence or violation of any law or regulation has been or will be committed.
- 2.7 You agree that notwithstanding anything in these Terms for Internet Banking Service, the Bank reserves the right to refuse, and shall not incur any liability by refusing, to act upon any Internet Banking Instruction(s) at any time without prior notice to and/or without providing any reason to you.
- 2.8 You understand that you or any of your Authorised Users may use the Internet Banking Service to complete and transmit Applications for such Services, and offer to enter into agreements for such Services, as the Bank may offer from time to time. You further understand and agree that the terms and conditions applicable to any such Services are the terms and conditions applicable at the time of submission of the relevant Application via the Internet Banking Service. Where required by the Bank, Applications transmitted electronically shall be digitally signed and/or authenticated, whether individually or collectively, with the Security Devices in such manner as required or notified by the Bank. All Applications shall be subject to acceptance by the Bank, which acceptance may be declined, withheld or made subject to further terms at the Bank's discretion.
- 2.9 You acknowledge that it is solely your responsibility to ensure that all information provided using the Internet Banking Service and all Internet Banking Instructions given are complete, accurate, true and correct. You acknowledge and agree that the Bank may accept and act upon any Internet Banking Instruction issued and/or transmitted (whether actually authorised by you or not) as your authentic and duly authorised Internet Banking Instructions and that the Bank shall be under no obligation to investigate the authenticity or authority of person(s) effecting the Internet Banking Instruction or verify the accuracy and completeness of the Internet Banking Instruction and that the Bank may treat the Internet Banking Instruction as valid and binding on you notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the terms of such Internet Banking Instruction.
- 2.10 You agree that:
- (a) in the event that the Bank receives ambiguous or conflicting Internet Banking Instructions, the Bank is entitled to do any of the following:
 - (i) act upon any one Internet Banking Instruction (as the Bank may in its sole and absolute discretion deem fit);
 - (ii) decline to act;
 - (iii) insist that it acts only on the Internet Banking Instructions given by all Authorised Users unanimously;

- (iv) require evidence of such other corporate or organisational authorisations as are satisfactory to the Bank,
in which case the Bank will have no liability to you or any other person. If the Bank has so acted, the Bank is entitled to (but not obliged to) retract any action that the Bank has taken so that the Account(s) are put in the original position they were in before the Bank took such action; and
- (b) where you do not specify a requirement otherwise, the Bank shall be entitled to act on an Internet Banking Instruction from any single Authorised User or of any one of the joint Account holders (if given in respect of a joint Account).

3. The Internet Banking Service

- 3.1 You acknowledge that the Internet Banking Service, and the Services provided via the Internet Banking Service, are provided on an "as is", "as available" basis only and that the time periods during which such Service may be available are subject to change. You further agree that the Bank shall be entitled (but shall not be obliged) at any time, at the Bank's discretion and without prior notice, to temporarily suspend the operations of the Internet Banking Service for updating, maintenance and upgrading purposes, or any other purpose whatsoever that the Bank deems fit, and in such event, the Bank shall not be liable for any loss, liability or damage which may be incurred as a result or for any delay or other consequences arising from the suspension.
- 3.2 You acknowledge and agree that:
 - (a) any limits for any transaction types, facilities, services and products set by the Bank are subject always to the Customer Limit;
 - (b) the Bank may, at any time without prior notice, add to, vary, alter any of the Services and/or Internet Banking Service, including without limitation, the right to set, vary or cancel the Customer Limit and/or the limits for any transaction types, facilities, services and products that may be carried through the Internet Banking Service, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability period; and
 - (c) the Bank may suspend, discontinue or remove any of the Services and/or the Internet Banking Service in whole or in part without giving any reason and without incurring any liability.
- 3.3 You acknowledge that the Bank reserves the right to introduce new services and/or products through the Internet Banking Service at any time and that by accessing or utilising (or allowing any of your Authorised Users to access or utilise) such new services and/or products as and when such new services and/or products become available, you shall be bound by the terms and conditions in force governing such new services and/or products.
- 3.4 You agree to pay all fees and charges for the use of the Internet Banking Service imposed by the Bank from time to time. You acknowledge that the Bank reserves the right to vary the fees and charges (including introducing new fees and charges) from time to time by giving you 30 days' prior notice. You authorise the Bank to debit such fees and charges incurred by you for the use of the Internet Banking Service from any Account(s) (whether single or joint) which you have with the Bank. If there are insufficient funds in your Account(s), the Bank may (but not be obliged to) debit your other account(s) with the Maybank Group (whether single or joint or whether such account(s) are eligible for the Internet Banking Service or not) as the Bank may decide but without prejudice to the Bank's right to forthwith cancel all your Internet Banking Instructions and terminate these Terms for Internet Banking Service without incurring any liability.
- 3.5 You further agree that:
 - (a) all fees, costs, charges, expenses, interest and other amounts payable to the Bank under these Terms for Internet Banking Service shall be in Singapore Dollars or in such other currency as the Bank may determine; and
 - (b) you shall pay any goods and services tax or any other taxes, levies or charges whatsoever (collectively, "Taxes") now or hereafter imposed by law or required to be paid in respect of any monies payable on or in respect of the Internet Banking Service or pertaining to any Internet Banking Instructions carried out pursuant to these Terms for Internet

Banking Service and you shall reimburse the Bank for any such payment by the Bank which reimbursement shall be made in the same manner and together with the fees or charges to which the Taxes relate.

- 3.6 You acknowledge and agree that where an application for the Internet Banking Service has been accepted by the Bank and that application is in respect of a joint Account, each joint Account holder shall be jointly and severally liable to the Bank for any Internet Banking Instructions effected or performed or processed through the Internet Banking Service.
- 3.7 You shall notify the Bank (using only such form or forms as the Bank may prescribe) of the mandate (or change of mandate) under which you and/or your Authorised Users may give Internet Banking Instructions via the Internet Banking Service. You acknowledge and confirm that any such mandate (or change of mandate) shall not be effective until and unless received, accepted and implemented by the Bank within such time which the Bank would reasonably require (taking into account all circumstances then prevailing). You further acknowledge and confirm that such mandate (or change of mandate) shall be separate and distinct from, and shall be without prejudice to, any other mandate in respect of your Account(s) otherwise in force apart from these Terms for Internet Banking Service and/or any other service you have requested for.

4. No Warranty

All Content provided through the Internet Banking Service is provided on an "as is", "as available" basis. The Bank does not warrant the results that may be obtained from the use of the Internet Banking Service or the accuracy, adequacy or reliability of any Content obtained through the Internet Banking Service, whether or not the Content is from the Bank or any other third party, and the Bank expressly disclaims liability for errors or omissions in the Content. As part of the provision of the Internet Banking Service, the Bank may insert hyperlinks to other internet resources ("**Other Sites**"). Such hyperlinks are inserted for your convenience only and are used at your own risk. The Bank does not investigate, monitor or endorse such Other Sites or the contents thereof and does not warrant the accuracy, adequacy or reliability of the contents of such Other Sites. Notwithstanding any other provision of these Terms for Internet Banking Service, no warranty of any kind, implied, express or statutory, including but not limited to, the warranties of non-infringement of third party rights, title, satisfactory quality, merchantability, fitness for a particular purpose and freedom from computer virus or other invasive or damaging code, is given in conjunction with the Internet Banking Service, the Content and/or the Security Devices.

5. Security

- 5.1 You undertake to ensure (and cause all your Authorised Users to ensure) that:
- (a) all Security Devices are kept completely confidential and secure; and
 - (b) there is no unauthorised use or abuse of the Security Devices,
- and you shall also take (and cause all your Authorised Users to take) all necessary precautions in connection herewith.
- 5.2 You undertake to notify and/or contact the Bank immediately ("**Security Notification**") if you have reason to believe, suspect that or have knowledge that:
- (a) the security of any Security Device may have been compromised;
 - (b) any Security Device has become known or been revealed to any person other than the particular Authorised User to whom such Security Device was made available by the Bank for use ("**Designated User**");
 - (c) there has been unauthorised use of any Security Device;
 - (d) any Security Device is lost, mutilated or stolen; and/or
 - (e) where the Security Code is issued by the Bank to access the Internet Banking Service via SMS, the mobile phone which number has been registered with the Bank is lost, missing or replaced and/or the Security Code has become known or been revealed to any person other than the Designated User,
- (each of the Security Devices referred to in (a), (b), (c) or (d) above, a "**Compromised Security Device**"), and you shall immediately cease and cause to cease any use of such Compromised

Security Device until further notice from the Bank. Any Security Notification given verbally or electronically shall be confirmed in writing by you and actually received by the Bank within 24 hours of the verbal or electronic notification, failing which the Bank shall not be obliged to act upon the Security Notification.

- 5.3 In the event a Security Notification has been given, you understand that it is your responsibility to ascertain which of your Internet Banking Instructions which have not been processed are valid, and if you wish such valid Internet Banking Instructions to be carried out, you shall re-instruct the Bank, by notice in writing faxed or sent by post to the Bank, to carry out those Internet Banking Instructions.
- 5.4 You acknowledge that the Bank shall be entitled to deactivate or revoke the use of any one or more of the Security Devices at any time without assigning any reason and without prior notice to you.
- 5.5 You acknowledge and confirm that you shall be bound by all Internet Banking Instructions and transactions resulting from any Internet Banking Instructions made which are referable to any Compromised Security Device until such time as the Bank has received the Security Notification from you and has effected cancellation of the Compromised Security Device, and accordingly, you agree that you will be liable for all such transactions which were processed by the Bank prior to or at the time of such cancellation, or which the Bank, notwithstanding its reasonable endeavours, was unable to stop the processing of.
- 5.6 You hereby agree that the Bank shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any damages, losses, expenses or costs whatsoever (whether direct or indirect, or whether foreseeable or not) suffered or incurred by you as a result of:
- (a) any transaction resulting from any Internet Banking Instruction made by you or any of your Authorised Users, or purportedly made by you or any of your Authorised Users (or by any of your authorised officers, employees, agents or representatives) and referable to such Compromised Security Device and which was processed by the Bank prior to or at the time of such cancellation, or which the Bank, was unable to stop the processing of; or
 - (b) any failure by the Bank to carry out any Internet Banking Instruction referable to a Compromised Security Device which was outstanding as at the time the Bank cancels such Compromised Security Device and/or which the Bank had stopped the processing of.
- 5.7 For the purposes of this Clause 5, an Internet Banking Instruction shall have been "processed" where the Bank had commenced carrying out the Internet Banking Instruction and it is no longer reasonably able to cancel or revoke the transaction without causing prejudice to the Bank as determined by the Bank in its sole discretion, and an Internet Banking Instruction is "outstanding" where it is at any stage prior to being processed.

6. Evidence

You agree that:

- (a) the Internet Banking Instructions, though in electronic form, are written documents. You shall not dispute or challenge the validity or enforceability of any Internet Banking Instruction on the grounds that it is not a written document and you hereby waive any such right you may have at law; and
- (b) the Internet Banking Instructions, though in electronic form, are original documents and that you will not challenge the admissibility of any Internet Banking Instruction on the grounds that it is made in electronic form; and
- (c) any exchange of Internet Banking Instructions in electronic form which, if made in writing would constitute a binding contract, will similarly bind both the Bank and you as a binding contract and will satisfy any rule of law or evidence that such a contract has to be made in writing.

7. Confirmation from the Bank

You understand that the transmission of Internet Banking Instructions to the Bank through the Internet Banking Service may not be received by the Bank for reasons beyond the Bank's reasonable control, including but not limited to, any mechanical, software, computer, telecommunications or electronic failure. You further acknowledge that unless you receive confirmation of receipt of the same from the Bank, Internet Banking Instructions may not have been received and accordingly, may not be processed or accepted by the Bank. You acknowledge and agree that the Bank shall not be liable to you in any way for any loss or damage whatsoever or howsoever caused arising, directly or indirectly, in connection with the transmission or failure of transmission of Internet Banking Instructions to the Bank through the Internet Banking Service or any lack of confirmation of receipt of any Internet Banking Instructions by the Bank for whatever reason or the breakdown or failure of any equipment or software of the Bank or the breakdown or failure of any of your equipment or software or that of your Authorised Users.

8. Collection, Use or Disclosure of Information

- 8.1 You consent to, and (where relevant) shall procure that all Relevant Individuals consent to, the Bank, its officers, employees, agents and advisers collecting, using and disclosing any information relating to you (and the Relevant Individuals) to any third party (whether in Singapore or elsewhere) as the Bank may consider necessary in order to give effect to any Internet Banking Instruction or to provide any Service to you via the Internet Banking Service, including details of your Account(s) and your Investments and transactions, and to the extent that the information is personal data in connection with the purposes set out in the Bank's Data Protection Policy (accessible at www.maybank2u.com.sg), or as is otherwise required or permitted in accordance with applicable law. This is in addition to the consent that you have given under Section A of the Conditions. This Clause 8.1 is not and shall not be deemed to constitute an express or implied agreement by the Bank with you for a higher degree of confidentiality than that prescribed under any applicable law. The consent and the Bank's right under this Clause 8.1 are in addition and are not affected by any other agreement with you and shall survive the termination of these Terms for Internet Banking Service and the termination of any relationship between you and the Bank.
- 8.2 If any Relevant Individuals should withdraw their consent to any or all use of their personal data, depending on the nature of the withdrawal request, the Bank may not be in a position to grant the Internet Banking Service applied for to you. Such withdrawal may accordingly constitute a repudiatory breach of your obligations under these Terms for Internet Banking Service and the Bank may upon notice to you terminate these Terms for Internet Banking Service without incurring any liability and without prejudice to the Bank's other rights and remedies at law against you.
- 8.3 To the extent that the Relevant Individuals are providing their personal data to the Bank through you in connection with the Internet Banking Service, you acknowledge and agree that you are responsible for ensuring that each Relevant Individual consents to the collection, use, disclosure and/or processing of their personal data by the Bank and the Bank's authorised service providers for purposes set out in the Bank's Data Protection Policy which the Bank may update from time to time. You shall furnish each Relevant Individual with a copy of these Terms for Internet Banking Service, the Conditions and the Bank's Data Protection Policy.

9. Limitation of Liability

You agree and confirm that the Bank shall in no event be liable for any direct, indirect, incidental, punitive, special or consequential damages or economic loss incurred by you, any Authorised User(s) or any other party whatsoever or howsoever caused arising directly or indirectly in connection with the Internet Banking Service, any Internet Banking Instruction and/or these Terms for Internet Banking Service, including but not limited to:

- (a) losses, damages or costs arising from or referable to the Internet Banking Instructions given (whether by you, any of your Authorised Users, authorised officers, employees, agents, representatives or otherwise) being incorrect or inaccurate in any manner whatsoever;

- (b) losses, damages or costs arising as a result of use of the Compromised Security Device by any party;
- (c) losses, damages or costs arising from any delay or failure to send, transmit, receive, confirm or acknowledge any Electronic Alert;
- (d) losses, damages or costs arising from any messages, Security Devices or anything available under the Internet Banking Service for any reason whatsoever;
- (e) losses, damages or costs arising as a result of any prohibition, restriction, delay in use or access of the Internet Banking Service caused by any laws and/or regulations of Singapore or any other country;
- (f) losses, damages or costs arising as a result of any service agreements prescribed by telecommunications carriers and/or Internet service providers or as a result of any machine, system or communications breakdown, interruption, malfunction or failure, act, default or fault of any telecommunications carriers and/or Internet service providers and/or SMS service providers or operators;
- (g) losses, damages or costs arising from errors in transmission of the Internet Banking Instructions that might have been transmitted through the Internet Banking Service or transmission by the Bank of any other data or information through the Internet Banking Service;
- (h) damages for loss of profits, goodwill, use, data or other intangible losses (even if the Bank has been advised of the possibility of such damages) arising from or in connection with:
 - (i) any use, inability to use or interruption in the use of the Internet Banking Service for any reason whatsoever; or
 - (ii) any system, hardware, software, telecommunications, server or connection failure, error, omission, interruption, delay in transmission, or computer virus;
- (i) losses, damages or costs arising from any errors or omissions in the Content provided through the Internet Banking Service or the contents of the Other Sites; and/or
- (j) losses, damages or costs arising from any breach by you (or by any of your Authorised Users, authorised officers, employees, agents, representatives or otherwise) of these Terms for Internet Banking Service, including a failure by you (or by any of your Authorised Users, authorised officers, employees, agents, representatives or otherwise) to exercise safety precautions in accessing or using the Internet Banking Service.

10. Indemnity

You hereby agree to indemnify the Bank and keep the Bank at all times fully indemnified from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands, costs (including without limitation, legal costs of the Bank (on a full indemnity basis)), awards, damages, losses and/or expenses to which the Bank may be subject to for whatever reason in relation to your (or any of your Authorised User's) use or purported use of the Internet Banking Service, including but not limited to:

- (a) any unauthorised use by any party of the Security Devices;
- (b) any breach by you (or by any of your Authorised Users, authorised officers, employees, agents, representatives or otherwise) of these Terms for Internet Banking Service;
- (c) any:
 - (i) failure or malfunction in your hardware and/or software used in connection with the Internet Banking Service; or
 - (ii) any viruses and other malicious, destructive or corrupting code, program or macros, Trojan Horses, worms, logic bombs or other software routine or hardware components designed to permit unauthorised access which have been introduced by you (or by any of your Authorised Users) to the Internet Banking Service, which affects or causes the Internet Banking Service and/or the Bank's hardware, software and/or other automated systems to fail or malfunction; and/or
- (d) any claim by any other party against the Bank arising from (a), (b) or (c) above.

11. Intellectual Property Rights

11.1 You acknowledge that:

- (a) the content, including but not limited to, text, software (including any html, java script, java, CGI script or any other computer code), music, sound, photographs, video,

- graphics, graphical user interface, forms, diagrams or other material, used in connection with, incorporated or contained in or presented to you through the Internet Banking Service; and
- (b) any materials (including any software or computer code of any kind and user manuals) and/or information presented to you by the Bank for use with the Internet Banking Service; and
 - (c) any other materials and/or information presented to you by the Bank in relation to your Account(s) and transactions,
- (collectively, "Content") are the exclusive property of the Bank and/or its third party licensors.

11.2 You acknowledge and agree that you are only permitted to use the Content as expressly authorised by the Bank. These Terms for Internet Banking Service do not transfer any right, title or interest in the Internet Banking Service or the Content to you and you may not copy, reproduce, distribute, publish or commercially exploit the Content or create derivative works from the Content without expressly being authorised to do so by the Bank.

12. Software, Hardware and Security Devices

12.1 You acknowledge and agree that the Bank reserves the right to change the type or versions or specifications of any hardware or equipment that may be required for use of the Internet Banking Service, and in the event such requirements are not met by you, the Bank may refuse to provide any Service via the Internet Banking Service and/or reject any Internet Banking Instructions sent by you (or by any of your Authorised Users) and terminate these Terms for Internet Banking Service forthwith.

12.2 All smartcards, digital certificates, digital signatures, electronic keys and other electronic devices comprised as part of the Security Devices provided to you and/or to any of your Authorised Users are and shall remain the exclusive property of the Bank. You agree and undertake to return (and shall ensure that all your Authorised Users return) all such smartcards to the Bank:

- (a) forthwith on request of the Bank; and/or
- (b) in the event set out in Clause 16.4 below.

The Bank shall be entitled to charge you a fee for the Security Device issued to you (or to your Authorised Users) including such Security Device which is re-issued, re-activated or replaced for any reason whatsoever (including but not limited to, such replacements due to Security Devices that are damaged, missing or have expired).

12.3 The Bank grants you a non-exclusive non-transferable licence to use the Security Devices only for the purposes of accessing the Internet Banking Service. You shall not (and shall ensure that your Authorised Users shall not) cause or allow any person to disassemble or reverse engineer any Security Device, cause or allow any portion thereof to be copied, removed, modified, transferred, adapted or translated in any form, in whole or in part, or cause or allow any person other than your Authorised Users to have access to the Security Devices or to the Internet Banking Service or any documentation relating to the Internet Banking Service or any part thereof without the prior written consent of the Bank.

13. Electronic Alerts and One-Time Password

13.1 You acknowledge and agree that, upon your utilisation of the Internet Banking Service, you will automatically be enrolled in the Bank's Electronic Alert service. Accordingly, you understand and agree that the Bank will notify you and/or an Authorised User by way of an Electronic Alert of certain transactions made via the Internet Banking Service. The transactions which trigger an Electronic Alert shall be determined at the Bank's discretion from time to time and notified to you.

13.2 In addition, you acknowledge and agree that when performing certain transactions via the Internet Banking Service, the Authorised User will be required to key in a one-time password before the transaction can be completed. The transactions which require a one-time password shall be determined at the Bank's discretion from time to time and notified to you.

- 13.3 You hereby authorise and consent to the Bank sending such Electronic Alerts and one-time passwords to the Authorised User who is making the relevant transaction. You also acknowledge and agree that where you have additional mobile numbers, email addresses or other electronic contact details on record with the Bank, the individual to whom the contact details belongs may also receive an Electronic Alert or one-time password for transactions made by other Authorised Users.
- 13.4 You acknowledge and agree that in the event an Authorised User does not have a mobile phone or an electronic device to receive the Electronic Alert or an electronic device issued by the Bank, an Authorised User will be unable to receive the Electronic Alert, which with regard to the one-time password alert may prevent the Authorised User from performing transactions via the Internet Banking Service.
- 13.5 You acknowledge and agree that the sending of Electronic Alerts as set out herein is compulsory and you are not allowed to opt out from receiving the alerts.
- 13.6 You acknowledge and agree that the receipt of Electronic Alerts is subject to your mobile phone and/or internet operator being able to support this Electronic Alert service and the service provider's terms and conditions and charges.
- 13.7 You acknowledge and agree that you are responsible for the security of each mobile phone or other electronic device used to receive Electronic Alerts sent by the Bank. It is your responsibility to ensure that all electronic devices and Electronic Alerts are kept confidential and secure.
- 13.8 You acknowledge that Electronic Alerts are not fully encrypted and may contain information relating to your transaction(s).
- 13.9 You acknowledge and agree that the sending of any Electronic Alert by the Bank or its receipt by you or an Authorised User may be delayed or prevented by factors outside the Bank's control.
- 13.10 You acknowledge and agree that your latest mobile phone numbers, email addresses or such other electronic contact details on record with the Bank will be used for the purpose of sending Electronic Alerts and one-time passwords. Where you have registered more than one Authorised User for the Internet Banking Service or where you have more than one Account linked to the Internet Banking Service, you understand and agree that all mobile phone numbers, email addresses or such other electronic contact details on the Bank's records will receive an Electronic Alert and one-time password. You acknowledge and agree that it is your sole responsibility to immediately notify the Bank of any change in the mobile phone numbers, email addresses and other electronic contact details on record with the Bank.
- 13.11 You acknowledge and agree that the Bank reserves the right in its sole and absolute discretion to suspend or terminate the Electronic Alert service at any time without prior notice or liability to any person.
- 13.12 Without prejudice to the generality of Clause 9, you acknowledge and agree that the Bank will not be liable for any damages, losses, expenses or costs (whether direct or indirect, or whether foreseeable or not) suffered or incurred by you arising from any Electronic Alert sent in accordance with these Terms for Internet Banking Service, including but not limited to:
- (a) non-delivery, delayed delivery, wrong delivery or partial delivery of an Electronic Alert;
 - (b) inaccurate contents of an Electronic Alert;
 - (c) access or disclosure of the contents of an Electronic Alert by any unauthorised persons or third party;
 - (d) your inability (or the inability of your Authorised Users) to perform online transactions; and
 - (e) your reliance on the Electronic Alert service for any purpose.

14. Records of the Bank

You acknowledge and agree that the Bank's records and any records of the instructions, communications, operations or transactions made or performed, processed or effected through the Internet Banking Service by you (or your Authorised Users) or any person purporting to be you (or your Authorised Users), acting on your behalf or purportedly acting on your behalf, with or without your consent, or any record of transactions relating to the operation of the Internet Banking Service and any record of any transactions maintained by any relevant person authorised by the Bank relating to or connected with the Internet Banking Service, shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of the transaction and your liability to the Bank. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waive all of your rights (if any) to so object.

15. Communications

- 15.1 Communications may be sent by either you (or your Authorised Users) or the Bank by electronic transmission and shall, in the event it is sent by you and where required by the Bank, be digitally signed and/or authenticated with the Security Devices in such manner as required or notified by the Bank.
- 15.2 The Bank may send Communications to you (or to any of your Authorised Users, authorised officers, employees, agent or representatives) to any email address notified to the Bank, which shall be effective immediately upon transmission by the Bank unless the Bank receives a non-delivery or "returned mail" reply message or any error message indicating that the email was not successfully sent within 1 day from the date of transmission of the email from the mail server operated by the Bank or its service provider.
- 15.3 The Bank may send Communications to you (or to any of your Authorised Users, authorised officers, employees, agents or representatives) using such other method as prescribed in the Conditions.

16. Termination

- 16.1 You acknowledge that the Bank shall be entitled:
- (a) in its absolute discretion to forthwith terminate these Terms for Internet Banking Service or to forthwith deactivate or revoke the Internet Banking Service without any reasons at any time by giving notice in writing; and/or
 - (b) to terminate these Terms for Internet Banking Service immediately if you (or your Authorised Users, authorised officers, employees, agents, representatives or otherwise) are in default of these Terms for Internet Banking Service or any other agreement with the Bank and to suspend your (and/or your Authorised Users') use of the Internet Banking Service while the Bank is investigating whether such default may have occurred.
- 16.2 You may terminate these Terms for Internet Banking Service by giving 7 days' prior written notice to the Bank.
- 16.3 Termination of these Terms for Internet Banking Service shall not affect the on-going operation of any indemnity given by you in respect of these Terms for Internet Banking Service or affect any right or liability which may have accrued prior to termination.
- 16.4 Immediately upon the termination of these Terms for Internet Banking Service by either party for whatever reason, you agree that:
- (a) you shall forthwith cease, and shall ensure that all your Authorised Users cease, the use of all Security Devices and/or the Internet Banking Service; and
 - (b) you shall forthwith return, and ensure that all your Authorised Users return, all Security Devices to the Bank.

16.5 Any termination of these Terms for Internet Banking Service (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. Without prejudice to the generality of the aforesaid, the obligations under Clauses 4, 6, 7, 8.2, 9, 10, 12 and 14 shall survive the termination of these Terms for Internet Banking Service.

17. Amendments

You acknowledge and agree that the Bank may impose such further terms and conditions and to make such changes to these Terms for Internet Banking Service as well as to any of the Bank's terms and conditions applicable to each of the Services or Applications available under the Internet Banking Service as the Bank may in its discretion deem fit from time to time. Prior to any change in these Terms for Internet Banking Service, the Bank will notify you by such method of notification as may be designated by the Bank, which may include notification by way of email or by posting the changes on-line. If you do not agree to be bound by the changes, you shall cease, and shall cause all your Authorised Users to cease, all access to and/or use of the Internet Banking Service and shall terminate these Terms for Internet Banking Service immediately by giving written notice to the Bank. You further agree that if you continue to, or permit any of your Authorised Users to continue to, use and/or access the Internet Banking Service after being notified of such change to these Terms for Internet Banking Service, such use and/or access shall constitute an affirmative:

- (a) acknowledgement by you of these Terms for Internet Banking Service and its changes; and
- (b) agreement by you to abide and be bound by, and to procure that each of your Authorised Users abides and be bound by, these Terms for Internet Banking Service and its changes.