

Terms and Conditions Governing Use of Singapore Financial Data Exchange

Your Use (as defined below) of SGFinDex is subject to, and shall be governed by, these Terms and Conditions. Please refer these Terms and Conditions carefully as well as each amendment, variation or modification to these Terms and Conditions. If You do not agree to any of these Terms and Conditions or any amendment, variation or modification to these Terms and Conditions, You must not Use or immediately stop Using SGFinDex. If You Use or continue to Use SGFinDex, You shall be deemed to have accepted and agreed to be bound by these Terms and Conditions and/or any such amendment, variation and/or modification.

1. Definitions

1.1 In these Terms and Conditions, the following words and phrases shall have the respective meanings set out below unless the context otherwise requires:

1.1.1 “**Claims**” means any and all claims, demands, actions, suits and proceedings.

1.1.2 “**Customer Data**” means, as applicable, the account, policy, financial, transactional and other data of a customer or user (including You), or relating to a customer or user (including You), of any Participant or relating to or in connection with a policy or account held by You (whether solely or jointly, as an assignee or trustee) or under which You are covered and includes the types of data set out at <https://www.maybank2u.com.sg/iwov-resources/sg/pdf/sgfindex-data.pdf>.

1.1.3 “**Data**” means Personal Information and Customer Data but excludes all Excluded Data.

1.1.4 “**Data Protection Policy**” means a data protection or privacy notice, policy, guidelines or document by any other name issued by an entity and which sets out information on how such entity manages personal data.

1.1.5 “**Excluded Data**” means:

(i) if You are reflected in a Participant’s records as an accredited investor (as defined in the Securities and Futures Act 2001), any and all data of or relating to any account (or policy, where applicable) held by You with such Participant or (where applicable) relating to or in connection with a policy or account held by You (whether solely or jointly, as an assignee or trustee) or under which You are covered; and

(ii) such data which the Participants have agreed will not be made available through SGFinDex.

1.1.6 “**Financial Planning**” includes money management, insurance, investment, retirement (including government schemes like CPF, SRS, SSB, private savings, investments or protection, and real estate including the primary residence) and estate planning and refers to a process that helps individuals manage their resources to

achieve both short- and long-term financial goals, starting with ascertaining their current financial situation and includes understanding their financial resources, risk appetite and profile, followed by setting financial goals and creating and implementing an action plan to achieve their goals, with regular reviews of the financial plan to ensure that the plan remains relevant at different life stages or with evolving needs.

- 1.1.7 “**Financial Planning Services**” means products, tools and/or services relating to, or for the purpose of, Financial Planning.
- 1.1.8 “**Losses**” means any and all losses, liabilities, damages and all related costs and expenses (including any and all legal fees on an indemnity basis and costs of investigation, litigation, settlement, appeal, interest, fines and penalties).
- 1.1.9 “**MyInfo**” refers to the data sharing platform currently known as "MyInfo", provided by the Government Technology Agency on behalf of the Government of Singapore.
- 1.1.10 “**Operator**” means the Government Technology Agency on behalf of the Government of Singapore, or such other person as may from time to time be the operator of SGFinDex.
- 1.1.11 “**Participants**” shall have the meaning set out at <https://www.maybank2u.com.sg/iwov-resources/sg/pdf/sgfindex-list-of-participants.pdf>, and includes, for the avoidance of doubt, the financial institution or entity through whose application or website or electronic platform You Use SGFinDex, but excludes the Operator.
- 1.1.12 “**Personal Information**” means data, whether true or not, about an individual (including You) who can be identified from that data, or from that data and other information to which a Participant or the Operator has or is likely to have access, and includes, as applicable:
- (i) the name, identification number(s) and particulars, contact details, date of birth, address, education details and other data relating to a customer or user (including You);
 - (ii) the name of a policy holder, life insured, joint life insured, joint policy holder, secondary life insured, payer, trustee and/or assignee;
 - (iii) electronic data or information relating to a customer or user (including You) or the device used by a customer or user (including You) to access a Participant’s online service and/or to Use SGFinDex, such as Internet Protocol address, Mac address, network interfaces, location data, device type and model and other forms of data from such device in connection with Your Use of SGFinDex;
 - (iv) information collected through technologies such as cookies, activity logs, online identifiers and analytics tags; and

- (v) such other information as may be provided by, or collected from, You or any Participant or the Operator in connection with Your use of a Participant's online service and/or Use of SGFinDex.

1.1.13 "**policy**" has the meaning given to that term in the First Schedule of the Insurance Act 1966.

1.1.14 "**Related Corporations**" has the meaning given to that term in the Companies Act 1967.

1.1.15 "**Representatives**", with respect to a Participant, means:

- (i) the officers, employees and/or professional advisers of such Participant;
- (ii) the authorised third party agents of such Participant;
- (iii) the outsourcing partners of such Participant (and their officers, employees, subcontractors and/or professional advisers); and
- (iv) the service providers of such Participant, including but not limited to Related Corporations of the Participant acting as service providers, (and their officers, employees, subcontractors and/or professional advisers),

where "**professional advisers**" means providers of legal, audit and/or professional consultancy services.

1.1.16 "**SGFinDex**" means the data sharing platform currently known as the "Singapore Financial Data Exchange" or "SGFinDex", provided by the Operator, which You may Use to, among other things, authorise the sharing of Your Data, and includes all systems, equipment, connections owned, operated or used by the Operator in connection with, or for the purposes of the operation of, the platform.

1.1.17 "**Terms and Conditions**" means these Terms and Conditions Governing Use of Singapore Financial Data Exchange.

1.2 In these Terms and Conditions, unless the context otherwise requires:

- 1.2.1 headings are for convenience only and do not affect the interpretation of these Terms and Conditions;
- 1.2.2 words importing the singular include the plural and vice versa;
- 1.2.3 words importing a gender include any gender;
- 1.2.4 when capitalised, other parts of speech and grammatical forms of a word or phrase defined in these Terms and Conditions have a corresponding meaning;

1.2.5 the words “**include**” or “**including**” shall be deemed to be followed by “**without limitation**” or “**but not limited to**” whether or not they are followed by such phrases or words of like import;

1.2.6 a reference to a "day" means a calendar day; and

1.2.7 any reference to a time of day is a reference to Singapore time unless otherwise stated.

2. Use of SGFinDex

2.1 For the purposes of these Terms and Conditions, You “**Use**” SGFinDex if You use or access SGFinDex or any functionality of SGFinDex or access or view any Data retrieved through SGFinDex, including:

2.1.1 where You complete the linkage process for any Participant;

2.1.2 where You give an instruction to update or refresh Your Data;

2.1.3 where You give, renew or revoke any consent referred to in these Terms and Conditions;

2.1.4 where You issue any instruction pursuant to these Terms and Conditions; and

2.1.5 where any Participant uses or accesses SGFinDex or any functionality of SGFinDex (including to make available or to retrieve Your Data) pursuant to or to give effect to an instruction or consent given by You.

2.2 Where any Participant uses or accesses SGFinDex or any functionality of SGFinDex (including to make available or to retrieve Your Data) pursuant to an instruction or consent given by You, such use or access shall, as between such Participant and You, be deemed to be Your Use of SGFinDex.

3. Consents

3.1 When You give an instruction or Your consent to any Participant (“**Data Source**”) to make Your Data available through SGFinDex, You agree that Clauses 3.1.1, 3.1.2 and 3.1.3 shall apply in respect of such Participant and such instruction or consent.

3.1.1 You acknowledge, consent, agree and authorise such Participant to make available for retrieval, and to disclose, Your Data through SGFinDex and to collect, process, use and/or disclose Your Data for any of the following purposes:

(i) the provision, by any Participant to You, of any Financial Planning Services;

(ii) the operation of SGFinDex, performing such Participant’s obligations or to exercise such Participant’s rights under or in connection with such Participant

being a participant and/or user of SGFinDex (including under any agreements or undertakings relating to SGFinDex which such Participant is bound by);

- (iii) managing and preparing reports on any matter relating to the use or operation of any of such Participant's systems, SGFinDex and related systems and connections;
- (iv) to comply with any applicable laws, rules, guidelines, circulars, practice notes, orders, directions or guidance issued by any governmental and/or regulatory authority in Singapore or in any relevant jurisdiction (whether applicable to You, the Operator, any Participant or otherwise) ("**Applicable Laws**"), or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
- (v) in connection with any claims, actions or proceedings (including drafting and reviewing documentation, obtaining legal advice, and facilitating dispute resolution), and/or to discharge, enforce or defend any of such Participant's contractual or other legal obligations or rights;
- (vi) such purposes as set out in such Participant's Data Protection Policy; and/or
- (vii) disclosure to, and use by, such Participant's Representatives during such Representatives' appointment or employment, and strictly on a need-to-know basis for any of the purposes described in this Clause 3.1.1 and at all times, without prejudice to any requirements under Applicable Laws (including any outsourcing guidelines issued by the Monetary Authority of Singapore) which may be applicable to any such disclosure to and/or use by such Participant's Representatives.

3.1.2 You agree that such Participant may, and acknowledge that such Participant will, rely on each of the above consents and authorisations provided by You under Clause 3.1.1 (collectively, Your "**Data Sharing Consent**").

3.1.3 You acknowledge and agree that (unless You are notified otherwise) Your Data Sharing Consent is effective from the time You give such Participant such instruction or consent and remains valid and in force until, and Your Data Sharing Consent will automatically expire at, 2359 hours (Singapore time) on the 364th day after the date You gave such instruction or consent, unless renewed or revoked in accordance with these Terms and Conditions. If You wish to revoke Your Data Sharing Consent prior to such time, please submit a revocation request by following the instructions on the website of such Participant or the Operator. Please note that once Your Data Sharing Consent has expired, You will have to provide consent again by completing a new linkage process for such Participant.

3.2 When You give an instruction or Your consent to any Participant ("**Service Consumer**") to retrieve Your Data through SGFinDex and (where applicable) to renew the Data Sharing Consent(s) which You have provided, You agree that Clauses 3.2.1 to 3.2.4 shall apply in

respect of such Participant (and each Data Source, as applicable) and such instruction or consent.

3.2.1 You acknowledge, consent, agree and authorise such Participant to retrieve, pursuant to Your instruction or consent, Your Data from each Data Source to which You had (based on such Data Source's records) provided consent to make available Your Data through SGFinDex (and You hereby instruct and authorise such Participant to issue or provide, on Your behalf, such instructions, confirmations and requests through SGFinDex as may be required to do so) and to collect, process, use and/or disclose Your Data for any of the following purposes:

- (i) evaluating Your financial needs to identify the Financial Planning Services suited to Your needs, offering Financial Planning Services to You and assessing and processing any applications or requests made by You in relation to any Financial Planning Services;
- (ii) the provision, by such Participant to You, of any Financial Planning Services;
- (iii) Your Use of SGFinDex, the operation of SGFinDex, performing such Participant's obligations or to exercise such Participant's rights under or in connection with such Participant being a participant and/or user of SGFinDex (including under any agreements or undertakings relating to SGFinDex which such Participant is bound by);
- (iv) security and compliance purposes;
- (v) monitoring or improving user experience, operational efficiency, service quality or marketing strategies, developing, improving or enhancing new or existing services or functionalities, monitoring and conducting data analytics (including for statistical, profiling, research, planning or other purposes), in each case relating to, or in respect of, any new or existing Financial Planning Services, the provision of any Financial Planning Services or Your use of any Financial Planning Services;
- (vi) managing and preparing reports on any matter relating to the use or operation of any of such Participant's systems, SGFinDex and related systems and connections;
- (vii) to comply with any Applicable Laws, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
- (viii) in connection with any claims, actions or proceedings (including drafting and reviewing documentation, obtaining legal advice, and facilitating dispute resolution), and/or to discharge, enforce or defend any of such Participant's contractual or other legal obligations or rights;
- (ix) such purposes as set out in such Participant's Data Protection Policy; and/or

(x) disclosure to, and use by, such Participant's Representatives during such Representatives' appointment or employment, and strictly on a need-to-know basis for any of the purposes described in this Clause 3.2.1 and at all times, without prejudice to any requirements under Applicable Laws (including any outsourcing guidelines issued by the Monetary Authority of Singapore) which may be applicable to any such disclosure to and/or use by such Participant's Representatives.

3.2.2 You agree that such Participant may, and acknowledge that such Participant will, rely on each of the above consents and authorisations provided by You under Clause 3.2.1 (collectively, Your "**Service Consumer Consent**").

3.2.3 You acknowledge and agree that Your Service Consumer Consent is effective from the time You give such Participant such instruction or consent and remains valid and in force until it has been revoked pursuant to a revocation request submitted by You in accordance with the instructions on the website of such Participant and is not affected by the expiry or revocation of any consent given by You to any Data Source.

3.2.4 You acknowledge, consent, authorise and agree that each Data Sharing Consent provided by You to a Data Source (based on such Data Source's records) which is in force at the date of such instruction or consent may, if such Data Source supports such functionality, be renewed such that (unless You are notified otherwise) such Data Sharing Consent remains valid and in force until 2359 hours (Singapore time) on the 364th day after the date You gave such instruction or consent (subject to further renewal or revocation in accordance with these Terms and Conditions) and You instruct and authorise the Service Consumer and such Data Source to issue or provide, on Your behalf, such instructions, confirmations and requests through SGFinDex as may be required to do so.

3.3 You acknowledge, confirm, represent, warrant and agree that:

3.3.1 notwithstanding any instruction or consent given by You, Excluded Data (if any) will not be made available through SGFinDex (and that no Participant shall be subject to any obligation to make any Excluded Data available or in respect of or relating to the non-availability of Excluded Data, including any obligation to provide any information or notification regarding such non-availability);

3.3.2 each of the Data Sharing Consents and Service Consumer Consents given by You applies to each and every one of Your accounts (and policies, where applicable) with each Data Source to which You have provided a Data Sharing Consent, including joint accounts (and policies, where applicable) for which You are an account (or policy, where applicable) holder or signatory and (where applicable) policies which You are an absolute assignee or trustee of;

3.3.3 each of the Data Sharing Consents and Service Consumer Consents given by You constitute Your written permission for disclosure of Your Data for the purposes of

section 47 and the Third Schedule of the Banking Act 1970 (where applicable) and/or any other disclosure required or authorised under any Applicable Laws;

3.3.4 Your Data includes Personal Information and/or Customer Data of individuals other than You, including any other account (or policy, where applicable) holder and (where applicable) in the case of a policy held by You (whether solely or jointly), the individual(s) who are the life insured, joint life insured, joint policy holder, secondary life insured, payer, trustee and/or assignee and accordingly;

(i) in relation to each account (or policy, where applicable) where You are not the sole account (or policy, where applicable) holder, You have (prior to providing any consent under this Clause 3) been and will remain at all times duly and unconditionally authorised, by every other account (or policy, where applicable) holder to grant and give all requisite consents, approvals and confirmations on behalf of such other account (or policy, where applicable) holder; and

(ii) in relation to each policy (where applicable), You have (prior to providing any consent under this Clause 3) been and will remain at all times duly and unconditionally authorised by the individuals who are the life insured, joint life insured, secondary life insured, beneficiary, trustee, assignee or payer, by every such individual to grant and give all requisite consents, approvals and confirmations on behalf of such individual.

3.4 Please note that these Terms and Conditions, and in particular this Clause 3, do not apply to MyInfo or any matter relating to, or any data available through, MyInfo (including any use of or access to MyInfo, whether by You, any Participant or any other person).

4. Disclaimers against Warranty, Representation and Liability

4.1 You acknowledge and agree that:

4.1.1 SGFinDex is provided on an “as is” and “as available” basis without any warranty of any kind;

4.1.2 the accessibility and operation of SGFinDex may rely on technologies outside the control of the Participants;

4.1.3 to the extent permitted by law, none of the Participants make or gives any representation or warranty of any kind whatsoever in relation to SGFinDex, Your ability to Use, or Your Use of, SGFinDex (including as to the availability of any of Your Data through SGFinDex) and the Participants disclaim all express, implied and statutory representations and warranties of any kind to You or any third party, whether arising from usage or custom or trade or by operation of law or otherwise, and You confirm that You have not and will not rely on any such representation or warranty, including any representation or warranty:

- (i) as to the accuracy, adequacy, completeness, correctness, currency, timeliness, reliability, availability, performance, interoperability, security, non-infringement, title, merchantability, quality or fitness for any particular purpose or continued availability of or in respect of SGFinDex or any Data or any other information or data made available or retrieved through SGFinDex (and, without prejudice to the foregoing, You acknowledge and agree that deviations (such as outdated values, incomplete benefits/products etc.) could arise due to varying practices in data handling and/or presentation or otherwise); or
- (ii) that SGFinDex or any associated function or feature will be continuously accessible, uninterrupted or error-free, or that defects will be corrected or that SGFinDex and its servers are and will be free of virus or other malicious, destructive or corrupting code, programmes or macros.

4.2 In particular, Your Use of SGFinDex (including the availability of Your Data through SGFinDex) may be restricted or unavailable as a result of reasons such as:

- 4.2.1** any restriction under any Applicable Laws;
- 4.2.2** any action or measure taken or adopted to comply with or with the objective of complying with any Applicable Laws;
- 4.2.3** any delay or failure by You to update any relevant Participant of any changes in Your (including new) citizenship or nationality status or identification number, including You becoming a citizen or permanent resident of Singapore; and/or
- 4.2.4** any of Your Data becoming Excluded Data.

4.3 You acknowledge and agree that:

- 4.3.1** each Participant is under no obligation, nor is any Participant able, to verify the authenticity of any instruction or consent given or any activity conducted through Your account with any of the online services operated by the Participants, or the identity of the person logging into and using Your account and You agree that each of the Participants may act upon, rely on or hold You solely responsible and liable, as if the same were conducted by You and You further agree that You will not hold any Participant responsible or liable, in any way whatsoever, for losses, costs, expenses or damages suffered or incurred by You or any third party if there is any unauthorised use of Your account; and
- 4.3.2** in particular, a Participant retrieving Your Data, and the Participants disclosing or making available Your Data for such retrieval, through SGFinDex may do so based on an instruction or consent given through Your account with the Participant retrieving Your Data. In addition, You agree that the Participants disclosing or making available Your Data shall have no liability for any unauthorised use or disclosure of Your Data by the Participant retrieving Your Data.

- 4.4** You agree that the rights and interests of each Participant under these Terms and Conditions shall be held, and all obligations and liabilities of each Participant under these Terms and Conditions shall be owed and incurred, on a several and not joint basis and a Participant will not in any way be responsible or liable, in contract, tort (including negligence) or otherwise, to You for or in connection with any failure, breach, act or omission by any other Participant relating to that Participant's obligations or duties under or in connection with these Terms and Conditions.
- 4.5** You agree that none of the Participants (nor any of their Representatives) shall have any liability to You or any other person (including any individual referred to in Clause 3.3) for or in respect of any Losses or Claims of any kind whatsoever and howsoever caused, whether arising directly or indirectly out of or in connection with any of the following:
- 4.5.1** Your Use of SGFinDex;
- 4.5.2** Any collection, processing (including retrieval, storage and/or transmission), use and/or disclosure of any of Your Data (whether by a Participant or any of its Representatives, the Operator or any other person, including any information, products and/or services provided to You or any other person using Your Data or for which Your Data has been retrieved through SGFinDex), but without prejudice to and save for any Service Consumer Contract Rights or Data Source Contract Rights which You may have, where:
- (i) **"Service Consumer Contract Rights"** means such rights as You may have against a Service Consumer under the agreement which You have or subsequently enter into with such Service Consumer relating to the provision of Financial Planning Services by such Service Consumer to You using Your Data obtained (or to be obtained) through SGFinDex; and
- (ii) **"Data Source Contract Rights"** means such rights as You may have against a Data Source under the agreement which You have entered into with such Data Source pursuant to which such Data Source has collected Your Data which such Data Source has made available through SGFinDex;
- 4.5.3** any breach by You of these Terms and Conditions (including the consents, confirmations, undertakings, representations and warranties provided by You);
- 4.5.4** the accuracy, adequacy, completeness, loss, correctness, currency, timeliness, reliability, availability, performance, interoperability, security, non-infringement, title, merchantability, quality or fitness for any particular purpose or continued availability of or in respect of SGFinDex or any Data or any other information or data made available or retrieved through SGFinDex (or any interruption, delay or error in making available or retrieving such Data or other information or data);
- 4.5.5** any act (including the making available, disclosure, collection, retrieving and/or use of Your Data, as the case may be) taken by any Participant (or any of its Representatives) in respect of or in connection with Your Use of SGFinDex which is

in accordance with, or for the purposes of giving effect to, any consent or instruction given by You (including any consent or instruction which such Participant reasonably believes to have been given by You to another Participant);

- 4.5.6 the transmission or receipt by a Service Consumer (or any of its Representatives) of any Data from a Data Source, where such Data Source does not have a valid or in force consent or instruction given by You;
 - 4.5.7 any virus or other malicious, destructive or corrupting code, programmes or macros in any Data or any other information or data made available or retrieved using (or in any part of) SGFinDex;
 - 4.5.8 any cybersecurity breach or cyber-incident in relation to the transmission of data through, or affecting, any Participant's systems (or any systems of any of its Representatives), SGFinDex or the links between SGFinDex and related systems and connections; and/or
 - 4.5.9 any decision made or action taken by You or any third party in reliance (directly or indirectly) upon any Data made available or accessible via SGFinDex.
- 4.6 Without prejudice to the other provisions of this Clause 4, no Claim may be brought by You against any of the Participants, whether under these Terms and Conditions or in relation to SGFinDex or Your Use of SGFinDex, more than one year after the date of the act or omission giving rise to such Claim.

5. Termination and Suspension

- 5.1 Your Use of SGFinDex may be terminated or suspended at any time with immediate effect and no notice or reasons shall be required to be provided to You.

6. General

- 6.1 The invalidity, illegality or unenforceability of any provision of these Terms and Conditions shall not in any way affect or impair any other provision of these Terms and Conditions and these Terms and Conditions shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.
- 6.2 The intellectual property rights (including all copyright, patents, utility innovations, trade marks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same) in and to SGFinDex are owned, licensed to or controlled by the Operator, the Participants or their Related Corporations, licensors or service providers, each of which reserve the right to enforce such intellectual property rights to the fullest extent of the law.

- 6.3** These Terms and Conditions may, by notice through posting or publishing on the website of any of the Participants operating an online service with which You have an account, be amended, varied and/or modified with effect on the date specified in such notice. If You continue to Use SGFinDex after such date, You are deemed to have accepted such amendment, variation and/or modification. If You do not accept the amendment, variation and/or modification, You must stop Using SGFinDex. The right to amend, vary and/or modify these Terms and Conditions in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to these Terms and Conditions.
- 6.4** No failure on the part of any Participant to exercise, and no delay on the part of any Participant in exercising, any right or remedy under these Terms and Conditions shall operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy.
- 6.5** Any notice or other communications may be sent by a Participant to You by any of the methods set out below and shall be deemed received by You on:
- 6.5.1** if sent via any print or electronic media, the date of publication or broadcast;
 - 6.5.2** if sent by post or left at Your address as specified in such Participant's records, the day after such posting or on the day it was left at such address; or
 - 6.5.3** if sent by email to Your email address as specified in such Participant's records, the time recorded by the email server or service which such Participant uses as the time at which the email was sent by such Participant.
- 6.6** You agree that each Participant shall have, and may directly enforce, the rights which are granted to such Participant under these Terms and Conditions. Save as aforesaid, a person who or which is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of these Terms and Conditions.
- 6.7** Nothing in these Terms and Conditions is intended, nor shall be deemed, to give rise to any right or liability as between the Participants.
- 6.8** These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Singapore. You hereby submit to the non-exclusive jurisdiction of the courts of Singapore in respect of any matter arising out of or in connection with these Terms and Conditions.