

## **TERMS AND CONDITIONS**

Terms and conditions applicable to your account and banking relationship with Bank Julius Baer & Co. Ltd., Singapore Branch (the “Bank”), including without limitation the Bank’s General Terms and Conditions (as amended from time to time), shall continue to apply with full force and effect.

We would like to take this opportunity to remind you of some of the terms in the Bank’s General Terms and Conditions relating to the use and/or access of e-Banking, which includes without limitation the use and/or access of e-Banking to enter into transactions and the instructions (including electronic instructions and orders) transmitted through e-Banking in relation to such transactions. If you require assistance with your access to the Bank’s General Terms and Conditions, please approach your relationship manager.

For the avoidance of doubt, the terms and conditions set out below may be amended from time to time and are not exhaustive of the terms and conditions applicable to your account and banking relationship with the Bank (which includes without limitation the Bank’s General Terms and Conditions (as amended from time to time)), and such relationship includes without limitation the abovementioned activities relating to e-Banking.

**Without prejudice to the generality of any provision in the Client Agreement, including without limitation the Bank’s General Terms and Conditions (as amended from time to time):**

**Terms and references defined or construed in the Bank’s General Terms and Conditions (as amended from time to time) shall have the same meaning and construction herein.**

### **Instructions (including Electronic Instructions and Orders)**

1. The Bank is authorised (but is not obliged) to treat all Instructions as fully authorised and binding on the Client, and rely upon and act in accordance with all Instructions regardless of the circumstances prevailing at the time the Instructions were given, the nature or amount of any Transaction effected pursuant thereto and notwithstanding any error, misunderstanding, fraud, forgery, lack of clarity in the Instructions or lack of authority in relation to the Instructions. The Client acknowledges and agrees that the Client is under an express duty to the Bank to prevent any fraudulent, forged or unauthorised Instructions being given.
2. Without limitation to the generality of Clause 16 of Section 1 – “Terms and Conditions for Accounts” and the terms of Clause 5 of Section 1 – “Terms and Conditions for Accounts”, the Client undertakes to indemnify the Bank against all and any Loss incurred by the Bank of whatever nature and howsoever arising out of or in connection with the Bank acting in accordance with any Instruction and the Client agrees to perform and to be bound by any contract entered into or action taken by the Bank as a result of such Instruction. Notwithstanding the foregoing, the Bank is entitled to reject, not accept or comply with any Instruction (including any Instruction from the Client to make or take delivery of any asset (including Assets)) without providing any reason to the Client, and may, but shall not be obliged to, require the Client to verify the authenticity of or clarify such Instruction to the satisfaction of the Bank prior to the Bank executing such Instruction which may result in,

amongst others, a delay in executing such Instruction. The Bank shall not be liable for all and any Loss incurred by the Client.

3. Where the Client and/or the Authorised Representative(s) consists of more than one person, Instructions (other than Instructions requiring wet ink signature, as determined by the Bank in its absolute discretion) from any one of them may be accepted and acted on by the Bank notwithstanding inconsistency with signing instructions notified to the Bank.
4. All use and/or access, or purported use and/or access, of e-Banking or any Services by any Authorised Representative shall be deemed the Client's use and/or access. All references to the Client's use and/or access of e-Banking or any Services shall be deemed to include its Authorised Representative's use and/or access where applicable.
5. The Bank is authorised (but is not obliged) to act on any Electronic Instruction. The Bank shall not be liable or responsible to the Client, any Authorised Representative and/or any other person(s) for any Loss of whatsoever nature and howsoever arising from or in connection with the Bank acting on such Electronic Instruction.
6. All Electronic Instructions made by the Client and/or its Authorised Representatives or purportedly made by the Client and/or its Authorised Representatives shall be deemed to be given by the Client. The Bank shall not be obliged to investigate or inquire into the authenticity of the Electronic Instruction or the authority of the person effecting such Electronic Instruction or to verify the accuracy and completeness of such Electronic Instruction.
7. Notwithstanding the foregoing, the Bank may, in its absolute discretion and without any obligation to give any reason:
  - (a) require that the Client and/or each Authorised Representative identify itself by any alternative means (including by signature or in person or otherwise) as required by the Bank;
  - (b) refuse to act on any Electronic Instruction or rely on any information received via e-Banking. The Bank may (but shall not be obliged to) notify the Client of this refusal via any mode or form of communication as the Bank deems appropriate in its absolute discretion; and/or
  - (c) require the Client and/or its Authorised Representatives to give confirmation (whether in writing or otherwise and in such form and manner as may be prescribed by the Bank) of any Electronic Instruction or information received via e-Banking before the Bank proceeds to act on such Electronic Instruction or rely on such information. The Client agrees that it and/or its Authorised Representatives shall provide such confirmation via such form and manner as may be prescribed by the Bank, failing which the Bank is entitled not to act on such Electronic Instruction or rely on such information received via e-Banking;

and the Bank shall not be liable or responsible to the Client, any Authorised Representative and/or any other person(s) for any Loss of whatsoever nature and howsoever arising from or in connection with any of the matters referred to in this Clause.

8. The Client unconditionally accepts that all Transactions executed through e-Banking pursuant to Electronic Instructions made by or purportedly made by the Client and/or any Authorised Representative and received by the Bank are irrevocable, final and binding on the Client.
9. The Client hereby acknowledges, understands and accepts that the transmission of Electronic Instruction (including Electronic Instruction in the form of electronic messages) through e-Banking may not be received, accepted or acted upon promptly, completely, accurately or at all, by the Bank, whether for reasons beyond the Bank's reasonable control including mechanical, software, computer, telecommunications, system, technical, network or electronic failure, or any Force Majeure Event, or otherwise. In this regard:
  - (a) the Client acknowledges and agrees that the Bank shall not be liable or responsible to the Client, any Authorised Representative and/or any other person(s) in any way for any Loss of whatsoever nature or howsoever caused, arising, directly or indirectly, from or in connection with the transmission, delay or failure of transmission, or incomplete or inaccurate transmission of Electronic Instruction to the Bank through e-Banking or any lack of confirmation of receipt of any Electronic Instruction or lack of action by the Bank with respect to such Electronic Instruction for whatever reason; and
  - (b) the Client agrees to assume full responsibility for all consequences of and all Loss that may be suffered or incurred by the Client, any Authorised Representative, the Bank and/or any other person(s) whatsoever as a result of or in connection with such transmission of Electronic Instruction, and the Bank shall under no circumstance be liable or responsible to any person for any action, inaction, omission and/or delay on the Bank's part.
10. The Bank may in its absolute discretion allow the Client and its Authorised Representatives to enter into Transactions through e-Banking subject to and in accordance with the Client Agreement and Facility Documents. The Client accepts and acknowledges the following in respect of such Transactions:
  - (a) in addition to these e-Banking Terms, Transactions for specific investments may be subject to additional terms and conditions, including terms and conditions in respect of such investments as may be prescribed by the Bank from time to time, which will apply in full force and effect;
  - (b) Orders from the Client and/or any Authorised Representative to buy and/or sell assets (including Assets) whether listed or traded on any market, stock exchange or otherwise, may not be processed immediately or at any time of the day but are dependent on, among other things, the time and day that such Orders are placed by the Client and/or any Authorised Representative and received by the Bank, the trading days and times of the relevant market and/or stock exchange concerned, the public holidays, working hours of the Bank and its Agents, such cut-off timings as may be determined by the Bank and/or its Agents in their absolute discretion from time to time, systems and operations of the Bank and its Agents, and/or any other circumstances then prevailing. The Client also acknowledges and accepts that the Bank will not accept any Electronic Instruction to sell Assets unless the Client holds such Assets in the Account; and

- (c) Orders from the Client and/or any Authorised Representative to purchase and/or sell units in Investment Funds may not be processed immediately or at any time of the day but are dependent on, among other things, the time and day that such Orders are placed by the Client and/or any Authorised Representative and received by the Bank, the business hours and the days and times when the manager of the relevant Investment Funds processes subscription redemption requests relating to the relevant Investment Funds subject to the terms and conditions of the relevant Offering Document which the Client agrees to be bound thereby, the public holidays, working hours of the Bank and its Agents, such cut-off timings as may be determined by the Bank and/or its Agents in their absolute discretion from time to time, systems and operations of the Bank and its Agents, and/or any other circumstances then prevailing. The Client also acknowledges and accepts that the Bank will not accept any Electronic Instruction to sell units in Investment Funds unless the Client holds such units in the Account.
11. The Client acknowledges and agrees that the Bank may in its absolute discretion (but is not obliged to) set different transaction limits (including daily transaction limits) for different types of Transactions as the Bank deems appropriate without prior notification (whether oral or otherwise) to the Client and/or its Authorised Representatives. E-Banking may from time to time include electronic filters or other pre-trade controls for the purposes of implementing credit limits, position limits or other limits on the Client's trading activities. As a result, the Client acknowledges and agrees that the Client and/or its Authorised Representatives may be prevented from entering into Transactions at certain times if such actions would cause an applicable filter to reject an Electronic Instruction. Any such limits imposed by the Bank are solely for the Bank's own protection and except as required by Applicable Laws, the Bank has no responsibility to monitor or ensure the Client's and/or Authorised Representative's compliance with any trading restrictions or position limits under Applicable Laws. The Client undertakes to comply with any such transaction limits set by the Bank and any trading restrictions or position limits under Applicable Laws, including those imposed by any relevant exchange or market or clearing house. If any trading restriction or position limit is exceeded, without prejudice to any other rights that the Bank may have under the Client Agreement and Facility Documents, the Client agrees that the Bank is authorised to disclose the Client's identity and its positions, and/or liquidate any of the Client's positions, if the Bank is requested to do so by any Agent, counterparty, regulatory authority, exchange, market or clearing house.
12. Without prejudice to Clause 2.1 of Section 6 – "Terms and Conditions for e-Banking", the Access Procedures for placement of Orders for Transactions through e-Banking may include the use of a one-time password generated by the Secure PIN Token or delivered by SMS, or generated or delivered by such other channels and/or means as may be determined by the Bank in its absolute discretion from time to time.
13. The Client further agrees that proof of any transmission or placement of Orders (regardless of the statuses of the Orders reflected on e-Banking) by the Client and/or its Authorised Representatives through e-Banking shall not constitute proof against the Bank of the Bank's execution of these Orders until and unless the Bank expressly confirms in writing the successful execution of the Orders.

14. The Client acknowledges and accepts that its Orders may not be wholly or partially executed by a certain time and that the Bank shall not be liable or responsible to the Client, any Authorised Representative and/or any other person(s) for Orders which are not executed in time or at all or for any Loss incurred or suffered as a result thereof or in connection therewith. The Client agrees to assume full responsibility for all consequences of and all Loss that may be suffered or incurred by the Client, any Authorised Representative, the Bank and/or any other person(s) whatsoever as a result of or in connection with such Orders and the Bank shall under no circumstance be liable or responsible to any person for any action, inaction, omission and/or delay on the Bank's part.

### **Responsibilities for investments**

15. Unless expressly agreed to in writing by the Bank, the Client acknowledges and agrees that:

- (a) the Bank is not obliged to provide the Client with any advice or recommendation, even if the Client had requested for advice or recommendations;
- (b) the Bank does not act as the Client's adviser or fiduciary and the Client does not rely and has not relied on the Bank as such;
- (c) even if the Bank may have provided information, recommendation, advice or views, such information, recommendation, advice or views are not to be regarded as investment advice provided by the Bank to the Client and not to be relied upon by the Client as such;
- (d) the Client accepts that no Communication from the Bank shall be considered assurance or guarantee of the expected results of any Transaction;
- (e) for each and every Transaction, the Client shall be solely responsible for evaluating the merits and risks of the Transaction and making its own decision to enter into the Transaction, and each and every Transaction shall be executed solely at the Client's risk;
- (f) in its dealing with the Client, the Bank is entitled to rely materially on the Client's agreement herein to accept sole responsibility for the Transactions; and
- (g) the Bank does not represent or warrant that any Content, information or data (including Research Materials) published, transmitted, distributed or otherwise made available by the Bank is accurate, complete and/or not misleading in any way and assumes no responsibility whatsoever for the accuracy, timeliness and completeness of any such Content, information or data.

16. The Client represents and warrants to the Bank that it has obtained, read and understood the relevant Offering Document(s) issued in relation to any asset (including Assets) which the Client intends to acquire. The Client warrants to the Bank that it is eligible to participate in such investments and acquire such assets pursuant to the respective Offering Document(s) and Applicable Laws, and its participation and acquisition is not in breach of the respective Offering Document(s) and Applicable Laws. The Bank shall assume no responsibility for the ongoing compliance by the Client with the Offering Documents and

Applicable Laws, or for the validity of the Offering Documents. All representations and warranties made by the Bank on behalf of the Client are based on information received from the Client or an Authorised Representative and the Client shall indemnify the Bank in accordance with Clause 16 of Section 1 – “Terms and Conditions for Accounts” for any representation or warranty not being true at any relevant time.

17. In respect of any Asset and/or Transaction, the Client agrees to be bound by and the Client is at all times in compliance with all requirements contained in the Offering Documents, Applicable Laws, the Client Agreement, the Facility Documents and/or such further terms and conditions as the Bank may in its absolute discretion deem fit to impose from time to time. The Client shall at any time upon request by the Bank (whether such request is made orally or otherwise), promptly confirm to the Bank in writing the Client’s compliance with such requirements and promptly notify the Bank in writing if the Client no longer complies with any requirement. The Client shall promptly provide the Bank with all documents and information as may be required by the Bank in its absolute discretion, in connection with any Transaction, including those required under and/or pursuant to Offering Documents and the Client agrees that any delay or failure on the Client’s part may result in Orders being declined or investments being compulsorily redeemed or blocked, and/or Loss to the Client.

### **Research Materials**

18. The Bank may from time to time provide the Client directly or indirectly with reports, analyses or other materials and information in relation to specific assets (including Assets) or generally in relation to investments or markets (collectively, “Research Materials”). The Client understands and agrees that:
  - (a) all Research Materials are provided to the Client strictly for its own use and shall not constitute an offer or invitation to the Client to acquire any asset (including Assets);
  - (b) the Bank is not obliged to provide the Client with any Research Material and that all investments are made and all Transactions are entered into solely upon the Client’s own judgment and discretion notwithstanding any Research Material the Bank may have provided to the Client;
  - (c) if the Bank does provide such Research Materials, it is not provided as a required Service, nor does the Bank act as an adviser or fiduciary and reliance upon such Research Materials is at the Client’s own risk; and
  - (d) the Bank shall be under no liability for the accuracy and completeness of any Research Material, and the performance or outcome of any investment made or Transaction entered into by the Client irrespective of whether such Research Material was provided at the Client’s request. Any risk associated with any investment or Transaction and any Loss suffered as a result of the Client making any investment or entering into any Transaction is solely for the Client’s account.

## **E-Banking data**

19. In connection with the use of e-Banking, the Client and each Authorised Representative agree that the Bank may collect, use and/or disclose information (including Client Information) in accordance with Section 2 – “Client Information”.
20. The Client irrevocably and unconditionally waives in accordance with Section 2 – “Client Information” any and all liability and/or claim against the Bank for any breach of the Bank's banking secrecy, privacy of customer information, confidentiality and/or personal data obligations in respect of information (including Client Information) exchanged with the Bank and transmitted via e-Banking.
21. Without prejudice to Clause 11.1 of Section 6 – “Terms and Conditions for e-Banking” and the terms contained in Section 2 – “Client Information”:
  - (a) in connection with the use of e-Banking, the Client and each Authorised Representative consent to any information (including Client Information) being disclosed by the Bank, its officers (as defined in the Banking Act) and Agents for the purposes and to the persons specified in Clauses 4 and 5 of Section 2 – “Client Information” respectively;
  - (b) the Client and each Authorised Representative agrees and consents to any information (including Client Information) being collected or used by, disclosed or transferred to, stored with and/or processed by (i) the Bank, its officers (as defined in the Banking Act), its Agents and/or Affiliates; (ii) any Third-Party Instant Messaging Provider, its agents and/or affiliates and/or; (iii) any other persons or entities participating directly or indirectly in the provision or performance of any Software Application and/or services in connection therewith (within or outside Singapore which may have different levels of data protection laws to Singapore), for the purposes of the provision or performance of e-Banking or any Services through the use of e-Banking, or to otherwise facilitate the Client's and/or its Authorised Representatives' use and/or access of any Software Application for communicating with and/or instructing the Bank via e-Banking; and
  - (c) the Bank is not responsible or liable for (i) any act or omission of any Third-Party Instant Messaging Provider, its affiliates and/or agents, and/or any other persons or entities participating directly or indirectly in the provision or performance of any Software Application and/or services in connection therewith, including how these third parties may collect, use, disclose, transfer or process any information (including Client Information) and (ii) any leakage of any information (including Client Information) from the use of any Software Application.

## **Risks associated with e-Banking; Obligation to exercise due diligence on the part of e-Banking users**

22. The Client and each Authorised Representative shall be responsible for obtaining and using the relevant web browser, Software Application, hardware and/or equipment necessary to obtain access to e-Banking, at their own risk and expense. If new or different versions of the web browser, Software Application, hardware and/or equipment necessary for the operation of e-Banking become available, the Bank reserves the right not to support any

prior version of the web browser, Software Application, hardware and/or equipment. If the Client and/or any Authorised Representative fail to upgrade and/or use the enhanced version of the web browser, Software Application, hardware and/or equipment required by the Bank:

- (a) the Bank may reject the Electronic Instruction and/or Communications;
- (b) the Bank may not receive the Electronic Instruction and/or Communications at all or may receive the same partially or inaccurately;
- (c) the Bank may process the Electronic Instruction incorrectly; and/or
- (d) the Client and/or its Authorised Representatives may not be able to obtain access to all features and/or services available on e-Banking (including receiving Communications from the Bank); and

the Bank shall not be held liable or responsible for any Loss incurred or suffered by the Client, any Authorised Representative and/or any other person(s) as a result thereof or in connection therewith. The Client and each Authorised Representative agree to bear full responsibility for all consequences of and all Loss that they may incur or suffer as a result of or in connection with their failure to meet their obligations under this Clause.

23. Without prejudice to any other terms contained in Section 6 – “Terms and Conditions for e-Banking” and/or other Sections of the General Terms and Conditions, and without limitation to any other risk inherent to or associated with the use of an electronic banking system such as e-Banking, the Client irrevocably and unconditionally acknowledges and accepts the following risks:

- (a) insufficient technical knowledge and lack of safety precautions can make it easier for unauthorised persons to access information technology systems. It is the Client’s and each Authorised Representative’s responsibility to inform itself of the necessary security precautions;
- (b) the possibility that a network provider, a Third-Party Instant Messaging Provider and/or other third parties may profile the Client’s or each Authorised Representative’s user characteristics or a third party (including any Third-Party Instant Messaging Provider, its affiliates and/or agents) discovering the relationship between the Client and the Bank cannot be ruled out;
- (c) there is a latent danger that third parties could gain unnoticed and/or unauthorised access to information technology systems, devices or equipment of the Client and/or any Authorised Representative during an Internet session (for example, via a Java application). There is also the possibility that third parties may record Electronic Instructions and/or Communications with the Bank resulting in unintended disclosures;
- (d) information communicated via e-Banking may be altered, mutilated, misrouted, delayed, or deleted due to technical failures, interruptions or malfunctions during transmissions, and other risks include unintended disclosure of information, transmission of information in an unencrypted form, unauthorised interception or



manipulation or illegal interventions by third parties, errors in transmission, technical defect, data corruption, power failure, breakdown of telecommunication networks, fraud, forgery, misunderstanding, fraud or forgery of third parties (including any Third-Party Instant Messaging Provider, its affiliates and/or agents) or any Force Majeure Event;

- (e) while individual data packets are often encrypted, the names of the sender and recipient are not. The Third-Party Instant Messaging Providers may still retain the encryption keys. The Client should be aware that a third party (including any Third-Party Instant Messaging Provider, its affiliates and/or agents) may be able to draw conclusions about existing bank accounts or business relationships or ones that are subsequently established;
- (f) there is the danger of intrusion or attack by any person, hardware, software, virus, Trojan horse, worm, bot and/or macro or other harmful components that may interfere with e-Banking, the web browser and/or the information technology system of the Bank, the Client, any Authorised Representative, any Third-Party Instant Messaging Provider and/or the network provider;
- (g) it is important that the Client and/or each Authorised Representative only download and use Software Applications from reliable sources;
- (h) the Bank assumes no responsibility or liability relating to (i) any Software Application, (ii) any Third-Party Instant Messaging Provider, its affiliates and/or agents, and/or any other persons and/or entities participating directly or indirectly in the provision or performance of any Software Application and/or services in connection therewith, and their respective acts or omissions;
- (i) the Bank may be required to enter into an agreement with a Third-Party Instant Messaging Provider to facilitate the Client's and/or its Authorised Representatives' use and/or access of an Instant Messaging Application for communicating with and/or instructing the Bank via e-Banking, and as a result, the Client and/or its Authorised Representatives may, directly or indirectly, be exposed to areas of risk in connection with the use and/or access of the Instant Messaging Application;
- (j) the Bank is dependent on software, platforms, equipment and services provided or managed by third parties in the operation and provision of e-Banking. In the event that there are problems relating to the performance of such software, platforms, equipment or services, or any arrangements with any of these third parties are terminated or discontinued, the Bank may not be able to use or have access to such software, platforms, equipment or services on a reliable or timely basis or on commercially acceptable terms, or at all. In these circumstances, e-Banking (in whole or in in part) may be disrupted or become unavailable:
  - (i) In particular, the ability to communicate via any Instant Messaging Application is dependent on the Third-Party Instant Messaging Provider granting the Bank, the Client and/or its Authorised Representatives the use of and/or access to the services or software provided by that Third-Party Instant Messaging Provider; and

- (ii) The Bank does not guarantee that any third party (including any Third-Party Instant Messaging Provider) will continue to provide the Bank, the Client and/or its Authorised Representatives with the use of and/or access to its software, Software Application, platform, equipment and services, or will not block or remove any content or will not alter any terms of use.
- (k) Authentication of the Client and/or its Authorised Representatives on any Instant Messaging Application may be undertaken by the Third-Party Instant Messaging Provider. There may be a risk of a stranger falsely or fraudulently assuming the Client's and/or any Authorised Representative's identity on Instant Messaging Applications (including by misappropriating and utilising the Client's and/or its Authorised Representative's Access Credentials or phishing) and thereby communicating with and/or instructing the Bank. An intruder may also interfere, intercept or divert any Communications and Electronic Instructions sent via Instant Messaging Applications, leak the Client's and/or any Authorised Representative's information (including Client Information) to third parties, or send out fraudulent information or instructions to the Bank; and
- (l) the exchange of information via Instant Messaging Applications is undertaken by the relevant Third-Party Instant Messaging Provider and can be delayed or disrupted due to transmission errors, technical faults, disruptions, malfunctions, illegal interventions, network overload, the malicious blocking of electronic access by third parties or other shortcomings on the part of the Third-Party Instant Messaging Provider, the network provider and/or other third parties. The Bank does not provide technical access to or technical assistance with Third-Party Instant Messaging Providers or make any commitments regarding the security of any software, equipment, hardware or platforms provided by any Third-Party Instant Messaging Provider.

24. Unless expressly agreed to in writing by the Bank and without prejudice to the generality of the terms contained in other Sections of the General Terms and Conditions:

- (a) the Bank does not represent or warrant that any Content, information or data (including Research Materials) hosted, transmitted, distributed or otherwise made available through e-Banking is accurate, complete and/or not misleading in any way and the Bank assumes no responsibility whatsoever for the accuracy, timeliness and completeness of any such Content, information or data;
- (b) the Bank is not responsible or liable for any errors, omissions and/or other defects in, delays and/or interruptions in such Content, information or data or for any action taken in reliance thereon; and
- (c) all Content, information and data is provided "as is" purely for informational purpose and shall not be regarded as investment advice from the Bank to the Client and shall not be relied upon by the Client as such.

Without limitation to the foregoing, information regarding Account and Transaction (including balances and statements) made available on e-Banking and generally

available information such as stock market prices and foreign exchange rates are to be regarded as non-binding.

25. Unless prohibited by Applicable Laws or arising solely from the Bank's fraud, gross negligence or wilful default, the Bank shall not be liable or responsible for any Loss suffered or incurred by the Client, any Authorised Representative and/or any other person(s) whatsoever including direct, indirect, special or consequential damage, or economic loss arising from or in connection with:
- (a) transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, unauthorised interception or manipulation or illegal interventions by third parties, Internet malfunctions, interruptions or other deficiencies on the part of the network providers, the Third-Party Instant Messaging Providers, any other persons or entities participating directly or indirectly in the provision or performance of any Software Application and/or services in connection therewith, and/or other third parties;
  - (b) any Software Application, the use and/or access of or inability to use and/or access any Software Application, or for consequences resulting from or occurring during transport of software via the Internet;
  - (c) materialisation of any of the risks set out in Clause 8.2 of Section 6 – “Terms and Conditions for e-Banking”; and
  - (d) any loss to the Client's and/or any Authorised Representative's data, software, mobile device or other equipment arising from or in connection with the Client's and/or its Authorised Representative's use and/or access of any Software Application.
26. The Bank may from time to time without prior notice (whether oral or otherwise) perform system maintenance on e-Banking, upgrade, suspend, modify and/or alter any aspect of e-Banking at any time and in its absolute discretion.
- (a) The Bank shall not be liable or responsible to the Client, any Authorised Representative and/or any other person(s) if any such system maintenance on e-Banking, upgrade, suspension, modification or alteration of e-Banking prevents the Client and/or any Authorised Representative from fully accessing and/or using e-Banking.
  - (b) Under such circumstances, the Bank will not be responsible or liable for any inconvenience, loss, damage or injury suffered by the Client, any Authorised Representative and/or any other person(s).
  - (c) For the avoidance of doubt, the Bank shall not at any time be obliged to provide any upgrade, suspension, modification and/ or alteration to any aspect of e-Banking, including any updates, patches and/or bug-fixes to e-Banking or any new versions and/or releases of e-Banking which incorporate new features or functions.

27. The Client and each Authorised Representative shall treat the Access Credentials and Access Procedures confidentially and shall take the necessary steps to protect them against misuse by unauthorised persons. In particular, it is advisable that the e-Banking Password not be:
- (a) stored without adequate protection, including on the computer of the Client or Authorised Representative;
  - (b) written down on any device for accessing e-Banking or on anything usually kept with or near it; or
  - (c) written down or recorded without being disguised.
28. The Client shall bear all risks arising from or in connection with the inadvertent disclosure or misuse of the Access Credentials and/or Access Procedures.
29. The Client and each Authorised Representative shall comply with the Bank's terms and guidelines as may be provided at any time and from time to time, including guidelines on secure Internet banking.

## **ORDER PLACEMENT**

Placement of orders through e-Banking will not be available **between Saturday 6:00 AM SGT and Monday 6:00 AM SGT**, or between/at such timings as may be determined by the Bank in its absolute discretion at any time from time to time. Please contact your relationship manager if you require assistance. Should you have any queries, including the types of orders that can be placed through e-Banking and the applicable fees and charges, please do not hesitate to contact your relationship manager for more information.

**For the avoidance of doubt, the terms and conditions set out above may be amended from time to time and are not exhaustive of the terms and conditions applicable to your account and banking relationship with the Bank (which includes without limitation the Bank's General Terms and Conditions (as amended from time to time)) and such relationship includes without limitation the use and/or access of e-Banking, including the use and/or access of e-Banking to enter into transactions and the instructions (including electronic instructions and orders) transmitted through e-Banking in relation to such transactions. Please be reminded that terms and conditions applicable to your account and banking relationship with the Bank, including without limitation the Bank's General Terms and Conditions (as amended from time to time), shall continue to apply with full force and effect.**