

TERMS AND CONDITIONS FOR PERSONAL  
INTERNET BANKING - DIGITAL BANKING



## 1. INTERPRETATION

1.1 This Section shall also be known as the Bank's "Terms and Conditions for Personal Internet Banking - Digital Banking" and shall be read together and as one with the General Provisions and the Terms and Conditions for Banking Accounts and any other applicable Section of the Terms and Conditions.

1.2 Unless otherwise defined in this Section, terms and references defined or construed in the General Provisions shall have the same meaning and construction in this section.

1.3 In these Terms and Conditions for Personal Internet Banking - Digital Banking, unless the context requires otherwise:

"ANZ Digital Banking" means Internet Banking.

"Application" means any application on forms prescribed by the Bank for any Internet Banking Services.

"Compromised Security Device" is defined in Clause 6.2 of this Section.

"Content" is defined in Clause 11.1 of this Section.

"I-Banking Application" means such application form(s) for Internet Banking as may be prescribed by the Bank from time to time.

"Internet Banking" means the service of providing electronic access to any Internet Banking Service via the Internet.

"Internet Banking Services" means the products, services and facilities offered, granted or made available by the Bank through Internet Banking from time to time (as may be withdrawn, added to or modified by the Bank in its discretion), and includes, without limitation, ANZ Digital Banking.

"Internet Instruction" is defined in Clause 2.8 of this Section and includes any Application which has been submitted in electronic form via Internet Banking.

"Security Devices" means all smartcards, tokens, digital certificates, electronic key, logon identifiers, passwords, password generators, personal identification numbers (PINs), electronic devices and other codes and access procedures issued by the Bank or by any other party designated by the Bank from time to time in order to enable you to access and/or use Internet Banking.

"Security Notification" is defined in Clause 6.2 of this Section.

## 2. USE OF INTERNET BANKING

2.1 Access to and/or use of Internet Banking is granted by the Bank only to persons who have identified themselves by using the Security Devices issued or as designated by the Bank and only to persons who have complied with the Bank's instructions and procedures regarding the use of such Security Devices.

2.2 You agree that we may provide you with passwords by post or courier to the address last known to the Bank, at your risk. If any mail which contained a password reaches you in a damaged condition or with evidence of tampering, you must provide notify and/or contact the Bank immediately. You must change the passwords you receive from the Bank immediately upon receipt. The Bank strongly recommends that the passwords be changed periodically.

2.3 Access to and/or use of Internet Banking is subject to these Terms and Conditions for Personal Internet Banking - Digital Banking, the General Provisions, the Terms and Conditions for Banking Accounts, the specific terms and conditions in respect of the relevant Service and to such other terms and conditions as the Bank may at its reasonable discretion determine from time to time.

2.4 Notwithstanding the foregoing, the Bank may (but shall not be obliged to) in its reasonable discretion and without stating reasons require that:

(a) a person identifies himself by alternative means (by signature or in person) before the Bank proceeds to allow access to and/or use of Internet Banking; and/or

(b) you provide confirmation of any Internet Instructions (whether in a written document in hard copy or otherwise and in such form and substance as prescribed by the Bank from time to time) before the Bank proceeds to act on such Internet Instructions.

For the avoidance of doubt, Clause 2.8 shall continue to apply even where the Bank acts on such Internet Instruction only after receiving such confirmation.

- 2.5 You shall take all reasonable precautions to ensure that you do not transmit to the Bank any virus, Trojan Horse, worms, logic bomb, bot or other malicious, destructive or corrupting software, script, program, macro or code.
- 2.6 You agree to use any and all Security Devices issued or designated by the Bank and to comply with the Bank's instructions and procedures regarding the use of the Security Devices, and to ensure that all instructions and requests to the Bank transmitted through Internet Banking are authenticated 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.
- 2.7 You agree and undertake to be bound by and 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 Internet Banking as may be issued by the Bank from time to time. You acknowledge and agree that certain Content is provided subject to disclaimers or other provisions. Without prejudice to the generality of the foregoing, you agree and undertake not to:
- (a) transmit any materials or information through Internet Banking which are or may be offensive, indecent, defamatory or which may not be lawfully disseminated under applicable laws; or
  - (b) use Internet Banking other than in conformance with the acceptable use policies of any connected computer networks and any applicable Internet standards. 40-41
- 2.8 You acknowledge that all instructions, requests or other communications transmitted through Internet Banking and authenticated with, referable to, or using the Security Devices (all the aforementioned instructions, request or other communications to be collectively referred to as "Internet Instructions") (whether authorised or transmitted by you or not) are irrevocable and binding on you upon transmission through Internet Banking and the Bank shall be entitled to effect, perform or process such Internet Instructions without your further consent and without any further reference or notice to you. You agree that all Internet Instructions shall be deemed to be authentic instructions duly authorised and transmitted by you (whether authorised or transmitted by you or not). All Internet Instructions given to the Bank may not be cancelled, withdrawn or amended unless the Bank, in its reasonable discretion, decides otherwise. The Bank has no liability if it does not or is unable to stop or prevent the implementation of the initial Internet Instruction. The Bank shall not be obliged to carry out every Internet Instruction received and may (at the Bank's discretion) refuse to accept any Internet Instruction without prior notice and without giving any reason, including in situations where the Internet Instruction is ambiguous or unclear or where the Internet Instructions or other circumstances might expose the Bank (whether directly or indirectly) to Losses and expense, whether or not you have received confirmation of receipt of the Internet Instruction from the Bank. The Bank will only carry out an Internet Instruction in so far as in the Bank's reasonable discretion it is practicable or reasonable for the Bank to do so and in accordance with these Terms and Conditions for Personal Internet Banking - Digital Banking and/or the Bank's regular business practice and procedure. Without limiting the generality of the foregoing, any Internet Instruction received by the Bank outside its normal business hours in Singapore will be considered to have been received by the Bank on the next Business Day.
- 2.9 You understand that, where available and applicable, you may use Internet Banking to complete and transmit additional Applications, and offer to enter into agreements for such additional Internet Banking Services as the Bank may offer from time to time. You further understand and agree that the terms and conditions applicable to any Internet Banking Services are the terms and conditions applicable at the time of submission of the relevant Application via Internet Banking. All Applications transmitted electronically shall be authenticated 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 reasonable discretion.

2.10 You acknowledge that it is your sole responsibility to ensure that:

- (a) no other person is granted access to, or knowledge of, your Security Devices; and
- (b) when you provide information or give Internet Instructions using Internet Banking, all information provided and all Internet Instructions given are complete, accurate, true and correct.

The Bank shall be under no obligation to investigate the authenticity or authority of persons effecting the Internet Instruction or verify the accuracy and completeness of the Internet Instruction and that the Bank may treat the Internet Instruction as valid and binding on you notwithstanding any inadvertence, negligence, fraud or forgery in the use of the Security Devices or the transmission of the Internet Instruction, or any error, lack of clarity or misunderstanding in the terms of such Internet Instruction. Any risk of misunderstanding, error, Losses resulting from the use of and/or access to the Internet Banking is entirely at your own risk and the Bank shall not be liable therefor. You hereby waive all rights and remedies against the Bank in respect of any Losses thereby arising.

### 3. SOFTWARE, HARDWARE & SECURITY DEVICES

3.1 The access and/or use of Internet Banking may require you to procure and install certain software, hardware, services and/ or equipment, as instructed or advised by the Bank. You agree to procure and install all such software, hardware, services and equipment at your own cost and expense. You acknowledge and agree that Bank reserves the right to change the type or versions or specification or configuration of any software, hardware, service or equipment that you may be required to use to access and use Internet Banking, and in the event such requirements are not met by you, you may not be able to access or use Internet Banking or the Bank may reject any Internet Instructions sent by you and terminate its provision of Internet Banking to you forthwith without prior notice.

3.2 All smartcards, tokens, digital certificates, electronic keys and other electronic devices comprised as part of the Security Devices provided to you are and shall remain the exclusive property of the Bank. You agree and undertake to return all the physical tokens and/or media containing such Security Devices to the Bank:

- (a) forthwith on request of the Bank; and/or
- (b) in the event set out in Clause 12 of this Section below.

You shall notify the Bank immediately if any issued Security Device is lost, mutilated or stolen. The Bank shall be entitled to charge a fee for replacement Security Devices issued to you.

3.3 The Bank grants you a non-exclusive non-transferable licence to use the Security Devices only for the purposes of accessing Internet Banking. You shall not disassemble or reverse engineer any Security Device and shall not cause any portion thereof to be copied, removed, modified, transferred, adapted or translated in any form, in whole or in part, and shall not allow any third parties to have access to Internet Banking or any documentation relating to Internet Banking or any part thereof without the prior written consent of the Bank.

### 4. INTERNET BANKING

4.1 You acknowledge that Internet Banking is provided on an "as is", "as available" basis only and that the time periods during which Internet Banking 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 Internet Banking for updating, maintenance and/or upgrading purposes, or any other purpose whatsoever that the Bank deems fit, and in such event, the Bank shall not be liable for any Losses which may be incurred as a result.

- 4.2 You acknowledge and agree that the Bank may, with at least 7 days' notice (or such shorter notice as the Bank may determine in its discretion), at any time and from time to time:
- (a) add to, vary, alter, suspend or remove any of the Internet Banking Services including without limitation the right to set, vary or cancel limits for any transaction types, facilities, services and products that may be carried through Internet Banking, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability period; and/or
  - (b) add to, vary, alter, suspend or remove Internet Banking in whole or in part without giving any reason and without incurring any liability.
- 4.3 You acknowledge that the Bank reserves the right to introduce new Services through Internet Banking at any time and that by utilising such new Services as and when such new Services become available, you shall be bound by the terms and conditions in force governing such new Services.
- 4.4 The Bank reserves the right to impose, set and/or modify at any time with prior notice to you the fees and charges payable by you for use of Internet Banking or any part thereof in the exercise of the Bank's reasonable discretion. In the event that you disagree with any of such fees and charges, you shall discontinue the use of Internet Banking or the relevant part thereof. You further agree that if you continue to use and/or access the Internet Banking after the change, you shall be deemed to have accepted such fees and charges. You authorise the Bank to debit such fees and charges incurred by you for the use of Internet Banking 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) forthwith cancel all your Internet Instructions and terminate its Internet Banking Services to you. You further agree that:
- (a) all fees, costs, charges, expenses, interest and other amounts payable to the Bank in relation to its Internet Banking Services shall be in Singapore currency, unless there is a prior agreement with the Bank to the contrary; 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 to Internet Banking or pertaining to your Internet Instructions carried out pursuant to these Terms and Conditions 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.
- 4.5 Joint Accounts.
- (a) You acknowledge and agree that where an I-Banking Application has been accepted by the Bank in respect of a Joint Account, each Joint Account holder shall be jointly and severally liable to the Bank for any Internet Instructions effected or performed or processed through Internet Banking.
  - (b) If you hold (together with any others) an "and" Joint Account (operated by joint signing authority), you may be able to view, but will not have transactional capability over, such account through Internet Banking.
  - (c) If you hold (together with any others) an "or" Joint Account (operated by a single signing authority) you will be able to view, and to transact using, such Account through Internet Banking. In respect of transactions on such Joint Accounts, the Bank may at any time require all the Account holders to expressly give their consent before any Internet Instructions are executed or to suspend or terminate access to any Account holder without notice to any Account holder.
  - (d) The Bank shall be entitled to refuse to accept or act on any Internet Instructions in respect of Joint Accounts without incurring any liability to any holder of such Joint Account for so refusing.

## 5. NO WARRANTY

- 5.1 All Content provided through Internet Banking is provided on an "as is", "as available" basis. Because of the risks and problems inherent in the Internet, the Bank does not warrant the results that may be obtained from the use of Internet Banking or the accuracy, adequacy or reliability of any Content, 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. All Content is for your reference only and not binding on the Bank unless otherwise stated. Notwithstanding any other provision of the Terms and Conditions, 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 Internet Banking, the Content and/or the Security Devices. It is your sole responsibility to seek appropriate verification of any Content you use, and to seek independent professional advice on the financial, legal and tax implications of your decisions.

## 6. SECURITY

6.1 You undertake not to disclose any Security Devices to, or permit the use of any Security Devices by, any third party, and to take all necessary precautions 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.

6.2 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) such Security Device has become known or been revealed to any other person;
- (c) there has been unauthorised use of the Security Device; and/or
- (d) such Security Device is lost, mutilated or stolen,

in which event the Security Device shall be treated as a "**Compromised Security Device**", and you shall immediately cease to use such Compromised Security Device until further notice from the Bank. Any Security Notification given verbally or electronically shall be confirmed in a written document in hard copy by you and actually received by the Bank within twelve (12) hours of the verbal or electronic notification, failing which the Bank shall not be obliged to act upon the Security Notification.

6.3 In the event a Security Notification has been given by you, you understand that it is your responsibility to ascertain which of your Internet Instructions which are outstanding are valid and if you wish such valid Internet Instructions to be carried out, you shall reinstruct the Bank, by notice in person or in writing faxed or sent by post to the Bank, to carry out those Internet Instructions.

6.4 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.

6.5 You acknowledge and confirm that you shall be bound by all Internet Instructions and transactions resulting from any Internet Instructions made which are referable to any Compromised Security Device until such time as the Bank has received the Security Notification in the manner set out in Clause 6.2 of this Section 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.

6.6 You hereby agree that the Bank shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise, for any Losses 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 Instruction made or purportedly made by you 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, notwithstanding its reasonable endeavours, was unable to stop the processing of; or

(b) any failure by the Bank to carry out any Internet Instruction referable to a Compromised Security Device which was outstanding as at the time the Bank cancels such Compromised Security Device and which the Bank had stopped the processing of.

- 6.7 For the purposes of Clause 6 of this Section, an Internet Instruction shall have been "processed" where the Bank had commenced carrying out the Internet 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 discretion, and an Internet Instruction is "outstanding" where it is at any stage prior to being processed.

## 7. EVIDENCE & RECORDS

7.1 You agree that:

(a) you shall not dispute or challenge the validity or enforceability of any Internet Instruction or any communications from the Bank in electronic form on the grounds that it is not a written document in hard copy and you hereby waive all such rights (if any) you may have at law; and

(b) the Internet Instructions and communications from the Bank, though in electronic form, are original documents and that you will not challenge the admissibility of any Internet Instruction or any communications from the Bank on the grounds that it is made in electronic form.

- 7.2 You acknowledge and agree that the Bank's records of the Internet Instructions, communications, operations or transactions made or performed, processed or effected by you or any person purporting to be you, acting or purportedly acting on your behalf, with or without your consent, and any record of any transactions maintained or by any relevant person authorised by the Bank relating to or connected with Internet Banking and/ or the Internet Banking Services 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, save for manifest error. 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 you hereby waive any rights (if any) to so object.

## 8. CONFIRMATIONS FROM THE BANK

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

8.2 For each transaction concluded through Internet Banking, the Bank shall have no duty whatsoever to send any acknowledgement, advice or statement of any kind to you unless specifically requested by you and agreed to by the Bank. Upon receipt of an acknowledgement, advice or statement from the Bank, you shall have a duty to examine the advice and notify the Bank of any alleged error or irregularity therein. If the Bank does not receive any notice of alleged error or irregularity within seven (7) days after the date of the acknowledgement, advice or statement concerned, you shall be deemed to have accepted the contents of such acknowledgement, advice or statement.

8.3 You acknowledge and agree that, because of the risks and problems inherent in the Internet, the Bank cannot and does not warrant the security of any information transmitted by or to you using Internet Banking and



you accept the risk that any information transmitted or received using Internet Banking may be accessed by unauthorised third parties and/or disclosed by the Bank and by its officers, employees or agents in good faith to third parties purporting to be you or purporting to act under your authority. You will not hold the Bank or any of its officers, employees or agents responsible or liable, in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any such access or disclosure or for any Losses (whether direct or indirect, or whether foreseeable or not) suffered or incurred by you as a result of any such access or disclosure, except where there is fraud or forgery due solely to the actions of the Bank's staff.

## 9. LIMITATION OF LIABILITY

9.1 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 Losses whatsoever or howsoever caused arising directly or indirectly in connection with Internet Banking, any Internet Instruction and/or these Terms and Conditions, including but not limited to:

- (a) not having sufficient funds in your relevant Account to effect payment or transfers;
- (b) any Losses suffered or incurred by you arising from or referable to the Internet Instructions given by you being incorrect or inaccurate in any manner whatsoever;
- (c) any Losses suffered or incurred by you as a result of use of any Security Device or Compromised Security Device by any party;
- (d) any Losses incurred as a result of any prohibition, restriction, delay in use or access of Internet Banking caused by compliance with any laws and/or regulations of Singapore or any other country;
- (e) any Losses incurred as a result of any service agreements prescribed by, or any act or omission of, any telecommunications carrier, data centre, facilities management or hosting service provider, call centre, outsource service provider and/or Internet service provider, network service provider, content provider, and/ or other third party service provider, or any hardware, software or system problem or failure attributable to any of such parties;
- (f) any error(s), problems or failures in transmission of any Internet Instructions through Internet Banking or transmission by the Bank of any other data or information through Internet Banking; and/or
- (g) 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 Internet Banking for any reason whatsoever; or (ii) any system, hardware, software, telecommunications, server or connection failure, error, omission, interruption, delay in transmission, or computer virus.

9.2 You expressly agree that the foregoing exclusions of liability are an essential part of the consideration bargained for under these Terms and Conditions for Personal Internet Banking - Digital Banking and that the fees and charges for Internet Banking,

- (a) if not currently charged, will have to be charged to you;
- (b) if currently charged, will have to be substantially higher, in the absence of such exclusions.

## 10. INDEMNITY

10.1 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 and costs (including without limitation, legal costs of the Bank on a solicitor and own client basis), awards, damages, losses and/or expenses to which the Bank may be subject for whatever reason in relation to your use or purported use of Internet Banking and/or the exercise of the powers and rights of the Bank under these Terms and Conditions for Personal Internet Banking - Digital Banking, including but not limited to:

- (a) any abuse or unauthorised use by any party of the Security Devices;
- (b) any breach by you of these Terms and Conditions for Personal Internet Banking - Digital Banking ;
- (c) any:
  - (i) failure or malfunction in your hardware and/or software used in connection with Internet Banking; 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 your computer system to Internet Banking, which affects or causes Internet Banking and/or the Bank's hardware, software and/or other automated systems to fail or malfunction; and
- (d) any claim by any other party against the Bank arising from sub-Clauses (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 Internet Banking; 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 Internet Banking,
- (all the aforementioned content and/or materials to be collectively referred to as "**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 and Conditions for Personal Internet Banking - Digital Banking do not transfer any right, title or interest in Internet Banking or the Content to you and you may not copy, modify, reproduce, distribute, publish or commercially exploit the Content or create derivative works from this Content without expressly being authorised to do so by the Bank.

## 12. TERMINATION OF INTERNET BANKING

- 12.1 You acknowledge that the Bank shall be entitled:
- (a) in its discretion to forthwith deactivate or revoke your access and use of Internet Banking without any reasons at any time by giving notice in writing;
  - (b) without prejudice to sub-paragraph (a) above, forthwith deactivate or revoke your access and use of Internet Banking immediately if you are in default of this or any other agreement with the Bank and to suspend your use of Internet Banking while the Bank is investigating whether such default may have occurred.
- 12.2 You may deactivate your access and use of Internet Banking by giving at least fourteen (14) days' prior written notice to the Bank.
- 12.3 Deactivation and/or revocation of your use of Internet Banking ("**Termination of Internet Banking**") (howsoever occasioned) shall not affect the on-going operation of any indemnity given by you in respect of this Agreement for Internet Banking.
- 12.4 Immediately upon the Termination of Internet Banking by either party for whatever reason, you agree that:
- (a) you shall forthwith cease to use any Security Devices and/ or Internet Banking; and

(b) you shall forthwith return all physical tokens and/or media comprised as part of the Security Devices to the Bank. Any Termination of Internet Banking (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.

12.5 For the avoidance of doubts and without prejudice to the generality of the aforesaid, the obligations under Clauses 6, 7, 8, 9, 10, 11, 12.3 and 12.4 of this Section shall survive the Termination of Internet Banking (howsoever occasioned).

### 13. AMENDMENTS

13.1 You acknowledge and agree that the Bank may impose such further terms and conditions and to make such changes to these Terms and Conditions for Personal Internet Banking - Digital Banking as well as to any of the Bank's terms and conditions applicable to each of the services or products available under Internet Banking as the Bank may in its discretion deem fit from time to time. Upon any change to these Terms and Conditions for Personal Internet Banking - Digital Banking, 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 all access and/or use of Internet Banking and shall deactivate your access and use of Internet Banking immediately by giving written notice to the Bank. You further agree that if you continue to use and/or access Internet Banking after being notified of such change to the Terms and Conditions for Personal Internet Banking - Digital Banking, such use and/or access shall constitute an affirmative:

- (a) acknowledgement by you of the changes to the Terms and Conditions for Personal Internet Banking - Digital Banking; and
- (b) agreement by the Customer to abide and be bound by the Terms and Conditions for Personal Internet Banking - Digital Banking (as amended).

### 14. BILL PAYMENT

14.1 You may effect:

- (a) payment of bills for any credit or charge cards issued by the Bank from your designated Account(s) with the Bank; and/or
- (b) payment of bills to such organisations as may be approved by the Bank from time to time ("Organisations") from your designated Account(s) with the Bank, whether on a per transaction basis or as a standing Instruction, as you may elect.

14.2 Any alterations/cancellations by you shall only be done through Internet Banking in accordance with these Terms and Conditions for Personal Internet Banking - Digital Banking.

14.3 The Bank shall not be responsible or liable for any dispute, query or complaint which may arise in relation to a bill payment made to an Organisation or in connection with that Organisation's website and/or other services. You are responsible for and shall resolve any such dispute or complaint directly with, and respond to any such query directly to, the Organisation.

### 15. FUNDS TRANSFER

15.1 You may transfer funds:

- (a) between your Accounts which are maintained with the Bank as you may specify; and/or
- (b) from your Account(s) maintained with the Bank to Account(s) held by other parties (as you may designate) with the Bank or such other bank as may be approved by the Bank from time to time, whether on a per

transaction basis or as a standing Instruction, as you may elect. 46-47

- 15.2 Any alterations/cancellations by you shall only be done through Internet Banking in accordance with these Terms and Conditions for Personal Internet Banking - Digital Banking.

## 16. OTHER TRANSACTIONS

- 16.1 You may effect such other banking and other transactions as the Bank may make available to you through Internet Banking from time to time.

## 17. FURTHER PROVISIONS RESPECT OF BILL PAYMENT AND FUNDS TRANSFER

- 17.1 The Bank shall be entitled to debit your Account(s) immediately upon the completion of the relevant Instruction by you using Internet Banking.
- 17.2 You agree that these terms will apply to funds transfer in addition to the terms specified in Clause 4 of the General Provisions.

## 18. ALERTS

- 18.1 You agree that the Bank may send you specific prompts (collectively, the **"Alerts"**) notifying you of Transactions conducted or updates on your Account from time to time. Each Alert may be notified via email to an email address and/or short message service (**"SMS"**) to the mobile phone number provided by you. You shall update the Bank of any change to your e-mail address or mobile phone number provided to the Bank promptly after any such change.
- 18.2 The nature of Transactions for which Alerts are generated, the timing thereof and mode of notification shall be determined at the Bank's discretion. Receipt of Alerts is subject to your internet and/or mobile phone operator being able to support the service; and the relevant terms and charges of such service provider.
- 18.3 The Alert may be delayed or prevented by factors affecting the service providers, and other relevant entities and the Bank does not guarantee the delivery, timeliness, security, confidentiality or accuracy of the Alert. The information in respect of any Alert may be subject to certain time lags and/or delays. The Bank reserves the right to charge you for this service and/or to vary the features of any Alert and/or the terms and conditions governing this service, and/or to terminate any request for any Alert at any time. The Bank shall not be liable to you or anyone else for Losses arising from
- (a) non-delivery, delayed delivery or wrong delivery of an Alert;
  - (b) inaccurate or incomplete content of an Alert;
  - (c) access to the contents of an Alert by any unauthorised persons; or
  - (d) use or reliance by you on the contents of an Alert for any purpose, including investment and business purposes.



