



## **TERMS AND CONDITIONS FOR REGIONLINK ONLINE FUNDS TRANSFER AND BILL PAYMENT**

These Terms and Conditions govern our use of the Bank's internet banking services to make fund transfers and/or bill payments (each, a "Service Payment") to individuals and/or organisations in countries outside of Singapore (the "Payment Country") (the "RegionLink Payment Service") using funds in accounts that we have from time to time opened with the Bank for the purposes of the Service (each, an "Account"). They form part of and are to be read together with the Terms and Conditions for Internet Banking Services. All terms defined in the Terms and Conditions for Internet Banking Services shall have the same meaning when used in these Terms and Conditions, unless otherwise defined in these Terms and Conditions.

### **1. RegionLink Payment Service**

- 1.1 We acknowledge that the RegionLink Payment Service is provided on an "as is", "as available" basis only and that, due to the nature of any banking service made available on the Internet, the time periods during which the RegionLink Payment Service may be made available may be subject to change at any time by the Bank. We further agree that the Bank shall be entitled (but shall not be obliged) at any time, at the Bank's discretion, to temporarily suspend the operations of the RegionLink Payment Service for updating, maintenance or upgrading purposes, or any other purpose that the Bank deems fit, and in such event, the Bank shall not be liable for any loss, liability or damage which may be incurred by us as a result.
- 1.2 We agree that the Bank may, at any time and from time to time, add to, vary, alter, suspend or remove any part of the RegionLink Payment Service, including, without limitation:
- (a) add or remove the Payment Country to which Service Payments in a currency (the "Payment Currency") acceptable to the Bank may be made through the RegionLink Payment Service ; and
  - (b) set, vary or cancel limits and/or fees and charges for any Service Payment, whether in monetary or numerical terms or otherwise, and to vary their frequencies, without giving any reason and without incurring any loss, liability or damage which may be incurred by us as a result.

and that upon being given 30 days prior written notice, we shall be bound by the terms and conditions in force governing any additions, variations or alterations to the RegionLink Payment Service.

### **2. Instructions**

- 2.1 The Bank will process an instruction given by us to make a Service Payment (the "Instruction") which shall be irrevocable and binding on us upon transmission to the Bank.
- 2.2 An Instruction must be received by the Bank by the time and/or date determined by the Bank from time to time in order for the Bank to carry out the Instruction on any given Business Day.

- 2.3 The Bank shall not process the Instruction, if received by the Bank on a non-Business Day or within the stipulated time during a Business Day, until the following Business Day. In these Terms and Conditions, a "Business Day" shall mean a day (other than a Saturday, Sunday or public holiday) on which the Bank (or any branch of the Bank) is open for business in Singapore, the relevant Payment Country and the principal financial centre of the jurisdiction of the country by or in which the relevant Payment Currency is issued.
- 2.4 We irrevocably and unconditionally authorise the Bank to withdraw funds from our Account to effect a Service Payment pursuant to our Instruction, together with any fees, costs, charges, expenses and interests chargeable by the Bank and/or the recipient bank of the payee.
- 2.5 The Bank shall not be obliged to carry out any Instruction and shall be entitled to refuse to act on them without incurring any liability whatsoever if :-
- (a) our Account has insufficient funds to be credited in accordance to the Instruction for the Service Payment together with any fees, costs, charges, expenses and interests imposed by the Bank or the recipient bank of the payee in the relevant Payment Country, as the case may be, in connection with the Service Payment; All references to "recipient bank" in these Terms and Conditions shall include any of the Bank's branches.
  - (b) our Account is on hold or if it is closed or terminated;
  - (c) the execution of the Instruction will cause the balance in the Account to exceed the credit or available limit; or
  - (d) the Bank knows or has reason to believe that a fraud, criminal act, offence or violation of any law or regulation has been or will be committed.
- 2.6 Although the Bank may have terminated the Service, any of the other banking services or the RegionLink Payment Service granted to us, we agree that the Bank may at its absolute discretion carry out any outstanding Instructions for future Service Payments.
- 2.7 We agree that an Instruction may not be countermanded through any means at all (whether orally, in writing, by facsimile, by electronic mail or in person).
- 2.8 We acknowledge that the Bank reserves the right to refuse to execute any Instruction at any time without prior notice or reason and without incurring any liability to us.

### **3. Operational Provisions**

3.1 Without prejudice to any other provision in these Terms and Conditions or in the Terms and Conditions for Internet Banking Services, our use of the RegionLink Payment Service shall be subject to the following:

- (a) the payee maintaining an account with the recipient bank in the relevant Payment Country, and that such account has not been closed, terminated or otherwise left dormant;
- (b) (in the case of bill payments) the payee in the relevant Payment Country being listed by the Bank at the relevant time, as a payee to whom bill payments may be made;
- (c) the Bank having received accurate and complete information from us on the payee and the accounts of the payee in order to effect any Service Payment pursuant to an Instruction;
- (d) the Bank being able, at the relevant time, to purchase, using the funds withdrawn from our Account(s), the equivalent amount in the relevant Payment Currency; and
- (e) all applicable laws and regulations, including those of the relevant Payment Country (including, without limitation, any law or regulation relating to currency conversion and exchange control).

3.2 All Instructions shall specify the amounts to be transferred or paid in Singapore dollars (the "SGD Transfer Amount"). The SGD Transfer Amount shall be converted by the Bank into the equivalent amount in the relevant Payment Currency at such rate as the Bank may decide in its absolute discretion.

3.3 Any calculation, conversion, determination or certification by the Bank of a rate or amount in relation to any Service Payment or utilisation of the RegionLink Payment Service shall, in the absence of a clear and obvious error, be conclusive evidence of the matters to which it relates.

3.4 If we wish to transfer funds from any Account(s) and the Bank has placed a hold in respect of such funds, we may only transfer such funds from the relevant Account(s) after the expiry of the applicable hold period at the discretion of the Bank.

3.5 We acknowledge that the Bank may credit the account(s) of the payee(s) (by SWIFT or any other means) with the recipient bank in the relevant Payment Country or issue a cheque or cashier's order to such payee(s) pursuant to the relevant Service Payment. We acknowledge that the Bank shall not be responsible for any interruptions, errors, omissions or delays in the issue or remittance of such cheque or cashier's order however arising, and the Bank shall be entitled to debit the full amount of such cheque or cashier's order so issued.

### **4. No responsibility on the Bank**

4.1 We acknowledge that the Bank cannot guarantee the time at which any recipient bank (whether a branch of the Bank or otherwise) will credit the account(s) of the payee and/or make such funds available to the payee pursuant to any Service Payment. To avoid incurring a finance charge or other charge for late or nonpayment, we shall initiate a Service Payment sufficiently in advance of the due date of our payment, if any.

4.2 Without in any way affecting and notwithstanding any other provision in these Terms and Conditions or in the Internet Banking Services Terms and Conditions for Internet Banking Services, the Bank shall not be responsible for any fees, costs, charges, expenses and interests imposed by the recipient bank of the payee in the relevant Payment Country or any other claim or action made or taken by a payee, or any loss, liability or damage which may be suffered by us, including but not limited to in any of the following circumstances:

- (a) insufficient funds in our Account(s) for a Service Payment;
- (b) an order of court prohibits withdrawals from the relevant Account(s);
- (c) our Account(s) or the relevant account(s) of the payee is/are closed;
- (d) the Service Payment will cause our Account(s) balance to go over any applicable credit limit;
- (e) we did not provide the Bank with complete and correct payment information, including, without limitation, the name, address, account(s) number, and payment amounts for the payee on a Service Payment;
- (f) we did not correctly use the RegionLink Payment Service;
- (g) any Service Payment is prohibited by any applicable law or regulation; or
- (h) any circumstances beyond the Bank's reasonable control (as described in the Internet Banking Services Terms and Conditions) that prevent the Service Payment, despite reasonable precautions being taken by the Bank, and without in any way affecting and notwithstanding any other provision in these Terms and Conditions or in the Internet Banking Services Terms and Conditions, we shall indemnify the Bank and keep it harmless from and against all or any loss, liability or damage which the Bank may incur as a result of the above or any of our acts or omissions in relation to or arising out of our use of the RegionLink Payment Service.

## **5. Disclosure of information**

We consent to the Bank, its officers, employees and agents disclosing to any third party as the Bank may consider necessary in order to effect the Instruction or comply with the order of any court or government or regulating authority in any jurisdiction or update or maintain and/or upgrade the Service or to any of the branches of the Bank either within Singapore or outside Singapore any information whatsoever relating to us and our Account.

## **6. Termination**

The Bank further reserves the right to terminate or deactivate or revoke any use of the RegionLink Payment Service without any reasons at any time by giving notice in writing.



## **7. Notices**

Any notices by the Bank to us may be effected by way of display of notices on the Bank's premises or by email or via the Internet (through the Bank's website) or any other media or posted by ordinary mail to our last known address.

## **8. Amendments**

We acknowledge and agree that the Bank may impose such further terms and conditions and to make such changes to these Terms and Conditions as the Bank may in its discretion deem fit at any time and from time to time. The Bank will notify us not less than 30 days prior to any change in these Terms and Conditions by such method of notification as may be designated by the Bank. If we do not agree to be bound by the changes, we shall cease all use of the RegionLink Payment Service. We further agree that if we continue to use the RegionLink Payment Service after being notified of such change to these Terms and Conditions, such use shall constitute an affirmative acknowledgement and agreement by us to abide with and be bound by these Terms and Conditions and the amendments thereto.

## **9. Governing law and Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore and we irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Singapore.