

OCBC FRANK MAKERS MARKET END USER TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 The Platform (as defined below) is made available by Oversea-Chinese Banking Corporation Limited ("**OCBC**", "**us**", or "**we**") in connection with the FRANK Makers Market. Through the Platform, you can engage in various interactive activities and purchase Products (as defined below) from Makers (as defined below) via the Platform.
- 1.2 The Platform is developed, operated, and maintained by the Platform Operator (as defined below), and Products offered for sale in connection with the Platform are offered by Makers. Any Customer Transaction (as defined below) that is entered into via the Platform is facilitated by the Platform Operator between you and the Maker, and all services provided in connection therewith are provided by the Platform Operator.
- 1.3 These terms and conditions ("**End User Terms**") govern your access to and/or use of the Platform. Please read these End User Terms carefully. You must accept and agree to these End User Terms before accessing or using the Platform. By accessing or using the Platform, you acknowledge and agree that you have read and understood these End User Terms, and that you agree to be bound by the same. If you do not agree to these End User Terms, please do not use or continue using the Platform.
- 1.4 You further acknowledge and agree that (all capitalised terms have the meaning given in these End User Terms):
 - (a) when you make any purchase of Products on the Platform, such Products are offered by the respective Maker and not us, and may be subject to additional terms between you and the Maker as the Maker may notify to you through their Product Listing or otherwise. By entering into any Customer Transaction, you agree to be bound by the terms governing such purchase; and
 - (b) when you use any payment-related services on the Platform, such services are offered by the Platform Operator and/or a Payment Provider (as defined below) and not us, and may be subject to additional terms between you and the Platform Operator and/or the Payment Provider (as the case may be) notified to you during the payment process. By completing any payment, you agree to be bound by the terms governing such payment services.
- 1.5 By accessing and/or using the Platform, you represent and warrant that you are above 18 years old.

2. DEFINITIONS

In these End User Terms:

- Access Credential** shall include without limitation any username, other login identification name which identifies a user with whom a Platform account is associated, and any other password(s) that user has nominated or accepted, or been issued or prescribed by us or on our behalf, to be used by that user to access or use the Platform.
- Applicable Laws** means all laws and regulatory requirements, judgements, injunctions, codes of practice, conditions, directives, guidelines, policies or measures of any kind on the part of any government, regulatory body, court or competent authority in all applicable jurisdictions and any permits and licences, applicable or necessary for the performance of an activity or undertaking in any applicable jurisdictions from time to time, including without limitation the Broadcasting (Class Licence) Notification, the Protection from Online Falsehoods and Manipulation Act (Act No. 26 of 2019), and the Internet Code of Practice issued by the Info-communications Media Development Authority.
- Copyright Act** is defined in Clause 11.7 below.
- Customer Contract** is defined in Clause 4.3 below.
- Customer Transaction** means a sale, payment or other transaction between you and the Maker for the purchase of the Maker's Products.
- Intellectual Property Rights** means throughout the world and for the duration of the rights:
 - (i) patents, trade marks, service marks, logos, get-up, trade names, brand names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, trade secrets, inventions, know-how, confidential, business, scientific, technical or product information and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect;
 - (ii) any other rights resulting from intellectual activity in the cybersecurity, commercial, industrial, scientific, literary and artistic

- fields and whether dealing with manufactured products or services;
- (iii) rights under licences, consents, orders, statutes or otherwise in relation to a right under sub-paragraph (i) above;
- (iv) rights of the same or similar effect or nature as or to those in sub-paragraphs (i) and (iii) which now or in the future may subsist; and
- (v) the right to sue for infringements of any of the foregoing rights;
- Losses** means any and all claims, demands, actions, suits, proceedings, orders, losses (direct or consequential), damages, costs and expenses (including all duties, taxes and other levies and legal fees on a full indemnity basis and any anticipated savings) and any and all other liabilities of whatsoever nature or description howsoever arising, whether foreseeable or not.
- Maker** means a third-party designated as such by us who may offer goods and services for sale via the Platform.
- Parties** means you and us collectively.
- Party** means either you or us as the context requires.
- Payment Provider** means payment services vendors as may be appointed by the Platform Operator in respect of the collection and payment of funds in connection with Customer Transactions undertaken via the Platform.
- PDPA** means the Personal Data Protection Act (No. 26 of 2012) of Singapore.
- Personal Data** has the meaning ascribed to it in the PDPA.
- Platform** means the platform branded as "FRANK Makers Market" through which you may engage in various interactive activities and purchase Products, and shall include any other features, services, and functions made available through such platform from time to time.
- Platform Content** means any information, opinions, statements or other materials on the Platform, including Product Listings.
- Platform Operator** means any third-party Platform Operator(s) appointed by us from time to time who are responsible for the development, operation, or maintenance of the Platform.
- Product Listing** means a listing of a Product containing information relating to the same.
- Products** means such products that Makers make available for sale on the Platform.
- Trade Marks** is defined in Clause 3.7(a) below.
- User Content** is defined in Clause 6.1 below.

2.2 Unless the context otherwise requires, in these End User Terms:

- (a) words importing the singular include the plural and vice versa, and words denoting any gender include all genders;
- (b) the headings in these End User Terms are inserted only for convenience and do not in any way affect the construction or interpretation thereof;
- (c) references in these End User Terms to any statute or statutory provision, order or regulation shall be construed as including a reference to that statute or statutory provision, order or regulation as from time to time amended, modified, extended or re-enacted, whether before or after the date of these End User Terms, and to all statutory instruments, orders, regulations and directives modifying or extending the same;
- (d) references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any state or any agency thereof; and
- (e) whenever the words "*include*", "*includes*" or "*including*" are used in these End User Terms, they shall be deemed to be followed by the words "*without limitation*".

3. USE OF THE PLATFORM

3.1 The Platform is proprietary to us and must not be used other than strictly in accordance with the terms set out herein. We grant you a personal, limited, non-exclusive, non-transferable, non-sublicensable right to use and/or access the Platform. We reserve all rights not granted here under.

Our Rights

3.2 We may, from time to time, without giving you any reason or prior notice:

- (a) upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the Platform and any features offered in connection therewith, and shall not be liable for any losses or damage suffered by you arising from any such upgrade, modification, alteration, suspension, discontinuance or removal;
- (b) introduce new products, applications, programmes, services, functions and/or features in connection with the Platform, which may be subject to additional terms and conditions which you may be required to agree to in order to access and/or use the same;

- (c) monitor, screen, or otherwise control any activity or content on the Platform;
- (d) investigate any violation of these End User Terms and take any action we deem appropriate (including but not limited to the immediate suspension or termination of any Platform account);
- (e) prevent or restrict your access to the Platform; and
- (f) report any activity we suspect to be in violation of any Applicable Laws to the appropriate authorities and co-operate with such authorities, you agree that no claims shall lie against us in connection therewith.

Access Credentials

3.3 We and/or the Platform Operator may require you to create Access Credentials to authenticate your access to and/or use of the Platform. Any access to and/or use of the Platform associated with your Access Credentials (whether such access or use is authorised by you or not) shall be deemed your access and/or use. For the avoidance of doubt, we owe no duty to verify that any of your Access Credentials were used by you to access and/or use the Platform. As your Access Credentials may be made available to the Platform Operator, you should not use the same credentials for your Access Credentials as those used by you for any other services provided by us.

3.4 You agree and acknowledge that:

- (a) we are entitled (but not obliged) to act upon, rely on, and hold you solely responsible and liable in respect of any use of or access to the Platform and any information, data, instructions or communications referable to your Access Credentials, as if the same were carried out or transmitted by you;
- (b) you shall keep your Access Credentials confidential and be responsible for the security of your Platform account;
- (c) you are solely responsible for installing antivirus or other mobile security software to protect against any security or other vulnerabilities which may arise in connection with the use of the Platform; and
- (d) you must notify us immediately if you know or have reason to suspect that the confidentiality of your Access Credentials has been compromised or if there has been any unauthorised use of your Access Credentials, or if any information in relation to your Platform account requires updating.

Your Obligations and Restrictions

3.5 You agree and acknowledge that:

- (a) you must comply with all of our requirements, rules, directions, standards, notices, guidelines, operating rules, and policies pertaining to the use of Platform by which we may issue from time to time, and these will generally be notified to you via email and/or publication on the Platform or such other method of notification as may be designated by us, which you acknowledge shall be sufficient notice for the purpose of this Clause 3.5(a);
- (b) you are solely responsible for obtaining all necessary hardware, software and communications services necessary for your use and/or access of the Platform and making back-ups of data or other content posted via the Platform as you may require, as these may be subsequently deleted by us, the Platform Operator, or the Makers at any time without notice to you;
- (c) you shall comply with all Applicable Laws in your use and/or access of the Platform, and entering into a Customer Transaction via the Platform; and
- (d) you are solely responsible for taking such precautions as may be reasonable and proper regarding any acts or omissions of a third party in connection with your access to and/or use of the Platform.

3.6 You agree and undertake not to (and shall not, knowingly or otherwise, authorise, allow or assist any third party to):

- (a) copy, sell, resell, assign, licence, distribute, transmit, publicly display, rent, lease, lend, export, offer on a "pay-per-use" basis, publish or otherwise reproduce the Platform or any part thereof in any form by any means;
- (b) modify, copy, distribute, transmit, display, perform, reproduce, publish, licence, create derivative work from, transfer, or sell or re-sell any information or software obtained on or relating to the Platform;
- (c) impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;
- (d) remove, obscure or destroy any copyright, trade secret, proprietary or confidential legends or marking of OCBC placed upon or contained within the Platform;
- (e) forge headers or otherwise manipulate any identifying information in order to disguise and/or with the effect of disguising the origin of any content transmitted through the Platform;
- (f) participate in any fraudulent submission or use of personal or financial information or engaging in any practice that constitutes an unfair or deceptive trade practice;
- (g) transmit any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation;
- (h) transmit any content that you do not have a right to transmit under any law or under any contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- (i) send, distribute or upload, in any way, data or materials that contain viruses, malicious code or harmful components that may impair or damage the operation of any person's computer or device;
- (j) infringe our Intellectual Property Rights or those of any third party;
- (k) do any act (including without limitation posting of any content) which is illegal or contrary to law or any guidelines or content licensing requirements, or make available any content which may be in breach of Applicable Laws, or cause us to be in breach of the same;

- (l) defame, abuse, harass, stalk, threaten, pester, solicit, offend, insult, abuse, dox (as defined in the Protection from Harassment Act (Chapter 256A)), injure any other users, or committing any unlawful or tortious acts against other users or otherwise violating the legal or other rights (such as rights of privacy and publicity) of others;
- (m) publish, post, upload, distribute or disseminate any content which is inappropriate, improper, profane, defamatory, obscene, pornographic, sexually explicit, lewd, crude, indecent, inaccurate, false, misleading, illegal, political, racist, religious, blasphemous, unlawful or which contains depictions of violent or sexual acts;
- (n) publish, post, upload, distribute or disseminate any content which are objectionable on the grounds of public interest, public morality, public order, public security, national harmony or otherwise prohibited by applicable laws;
- (o) use the Platform or its contents for any commercial purpose;
- (p) decompile, reverse engineer or otherwise attempt to discover the source code of the Platform or any components thereof, except under any specific circumstances expressly permitted by law or by us in writing;
- (q) access, monitor or copy any content or information of the Platform using any automated process or service (such as robot, spider, scraper or other automated means) or any manual process for any purpose without our prior written permission, and/or to otherwise provide access to the Platform on another website or server, for example through framing mirroring, linking, spidering, scraping or any other technological means (including any technology available now or in the future), without our prior written permission;
- (r) communicate, republish, adapt, translate, upload, post, transmit, edit, re-use, rent, lease, loan, sell, assign, transfer, transmit, hyperlink, post, broadcast, podcast, webcast, distribute, make available, license, sublicense sell, trade, exploit, or create derivative works or adaptations based on the whole or any part of the Platform;
- (s) use the Platform in a way that could damage, disable, impair or compromise the Platform (or the systems or security of the Platform or any other computer systems or devices used in connection therewith) or interfere with other users or affects our reputation, including taking any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- (t) violate the restrictions in any robot exclusion headers on the Platform or bypass or circumvent other measures employed to prevent or limit access to the Platform;
- (u) deep-link to any portion of the Platform for any purpose without our express written permission; and/or
- (v) use the Platform for any purpose other than those permitted under these End User Terms.

This Clause 3.6 shall survive the termination or expiry of these End User Terms.

Intellectual Property Rights

3.7 You hereby acknowledge and agree that:

- (a) the trade marks, logos, and service marks (collectively the "**Trade Marks**") displayed on the Platform are our registered and unregistered Trade Marks or where applicable, belong to the Platform Operator, the Makers or such other third party proprietors identified on the Platform. You do not have any permission, right, or licence to download, reproduce or use any such Trade Marks;
- (b) all Intellectual Property Rights in any documentation, materials, software and any other thing forming part of or used in relation to the Platform are owned by either us or our licensors and you do not have any right, title or interest in such Intellectual Property Rights; and
- (c) we may obtain information, data and statistics in the course of providing the Platform and we will own all Intellectual Property Rights thereto.

3.8 You hereby agree not to do anything which interferes with, disrupts or otherwise adversely affects any Intellectual Property Rights forming part of or used in relation to the Platform.

4. PLATFORM AND PRODUCTS

4.1 You agree and acknowledge that:

- (a) the Platform is developed, operated, and maintained by the Platform Operator, and the Products for sale on the Platform are (except as otherwise indicated) offered by the Makers, and your access to and/or use of the Platform and the purchase of any Products may be subject to such further terms and conditions imposed by the Platform Operator and/or the Makers, which we have no control over. To the extent such terms and conditions are applicable to your access and/or use of the Platform, and/or any Customer Transaction you enter into via the Platform, you shall comply with such terms and conditions, including such terms as to payment obligations, product liability, refunds, warranties and dispute resolution in relation to any Customer Transaction you may enter into, and we shall have no obligation or liability in respect of the same. Any violation of any such terms and conditions may result in cancellation of your Customer Transaction, and/or you being denied access to the Platform and/or delivery of your Products;
- (b) your personal data may be collected, used, disclosed and/or processed by the Platform Operator and/or the Makers under their respective data protection policies, for example, when you provide personal data directly to the Platform Operator and/or the Makers via the Platform, or where required by the Platform Operator and/or the Makers in connection with any Customer Transaction you enter into via the Platform or customer support you obtain from the Platform Operator and/or the Makers. The Makers may be individuals or businesses that are owned and controlled by an individual. We do not receive or collect personal data that is provided

by you to the Platform Operator and/or the Makers. We do not have control over, and we shall not be responsible for the Platform Operator and/or the Makers respective compliance (or non-compliance) with applicable data protection laws, including in relation to any consents required to be separately obtained from you by the Platform Operator and/or the Makers. We encourage you to learn about the data protection practices of the respective the Platform Operator and/or the Makers to determine how they will handle any personal data they may collect from you;

- (d) the Platform Operator and/or the Makers are independent contractors over whom we have no responsibility and are not under our control or management. The Platform Operator and/or the Makers are responsible for complying with all laws and regulations applicable to their offering of Platform and/or Products, and we are not responsible or liable for the legality of the Platform and/or Products;
- (e) we do not endorse and are not responsible or liable for any content, advertising, Products or any materials made available to you by the Platform Operator or the Makers on the Platform, including without limitation descriptions or statements about Products or Product Listings advertised, offered, or otherwise made available by the Platform Operator or the Makers;
- (f) any prices and rates posted are subject to change without prior notice and at the Makers' sole and absolute discretion. We assume no responsibility for errors (including factual or other inaccuracies or typographical errors) or omissions (if any) present in the Platform;
- (g) you bear the responsibility of satisfying yourself of the fitness, suitability, quality, legality, appropriateness, or any other aspect of the Platform and/or Products before entering into any Customer Transaction via the Platform; and
- (h) we shall not be liable for (nor responsible to resolve) any dispute arising from or relating to the Platform and/or Products made available to you via the Platform and you should resolve these directly with the Platform Operator and/or the Makers.

Transactions

4.2 You may request to enter into a Customer Transaction in accordance with the instructions as prescribed on the Platform from time to time, and any non-compliance with such instructions may result in the failure to complete your request. Upon requesting to enter into a Customer Transaction, your Customer Transaction may be processed but only deemed to be accepted upon the Maker's confirmation.

4.3 Upon your Customer Transaction being accepted as communicated to you by or through the Platform (whether by automated means or otherwise) by the respective Maker, a contract ("**Customer Contract**") is formed between you and the respective Maker in respect of your Customer Transaction.

4.4 You agree and acknowledge that:

- (a) you shall be responsible for ensuring the accuracy of any instructions you give and that each request to enter into a Customer Transaction shall be deemed to be irrevocable and non-cancellable upon transmission to the Platform and the Platform Operator and the respective Maker, shall be entitled to process and/or rely such Customer Transaction upon confirmation of the same;
- (b) Makers may terminate a Customer Contract in accordance with the terms and conditions of such Customer Contract, including such terms that may be communicated to you in the Product Listing. You should ensure that you have read and understood such terms before purchasing any Product from the Makers;
- (c) we and/or the Platform Operator reserve the right not to process, or to stop or suspend the processing of, any Customer Transaction: (i) if the Customer Transaction does not comply with the requirements, policies, or terms applicable to the Customer Transaction, including these End User Terms, or is otherwise not in the mode or manner we have prescribed; (ii) we and/or the Platform Operator are prohibited from processing such Customer Transaction by our policies or procedures, or by Applicable Law; (iii) the Products requested are to be delivered to an invalid address; and/or (iv) for such other reason as we may deem appropriate in our sole and absolute discretion.

Payments

4.5 You may make payment in respect of a Customer Transaction by using any of the payment methods available via the Platform in accordance with any additional terms as may be prescribed from time to time. You agree that payments are made to and processed by the Platform Operator or other Payment Providers and they are wholly responsible for all collection, remittance and any payment of funds to you arising in connection with any Customer Transaction.

4.6 You acknowledge and agree that we shall have no obligation or liability for (nor be responsible to resolve) any matters relating to payment processing, collection or customer refunds, and any claim or dispute arising from the same must be directed exclusively to the Platform Operator and/or Payment Provider.

5. REPRESENTATIONS AND WARRANTIES

5.1 You hereby represent, warrant, and undertake that throughout the term of these End User Terms:

- (a) you have not relied on any term, condition, warranty, undertaking, inducement or representation made by or on behalf of the Platform Operator or any Maker which has not been stated expressly in a Customer Contract or upon any descriptions or illustrations or specifications contained in any document including any catalogues or publicity material produced by us, the Platform Operator, or any Maker;
- (b) neither you nor we will be in breach of any applicable laws as a result of your accessing or using the Platform, submitting any instruction, communicating or taking any other action directly or indirectly through the use of the Platform;

- (c) you have fully disclosed in writing to us all information and particulars which are material or relevant for disclosure to us for the purpose of these End User Terms, the Platform, and any instruction or any arrangement contemplated by or pursuant to these End User Terms;
- (d) you have obtained all necessary consents and authorisations required to, operate, access or use the Platform and perform all of your obligations under these End User Terms;
- (e) you have full legal capacity, power, authority and right to enter into and exercise your rights and perform your obligations under these End User Terms;
- (f) you are acting on your own behalf in agreeing to be bound by these End User Terms; and
- (g) these End User Terms and arrangements contemplated by or pursuant to these End User Terms constitute legal, valid and binding obligations which are enforceable against you.

6. USER CONTENT

6.1 We may allow you to upload information, opinions, statements or other materials ("**User Content**") to the Platform. You agree and acknowledge that you are solely responsible for the form, content and accuracy of all User Content transmitted to or via the Platform. We do not assume the obligation to remove, validate, screen, verify or edit any User Content.

6.2 If you upload any User Content, you represent and warrant that:

- (a) you have the necessary permissions to provide such User Content; and
- (b) the User Content: (i) are not inaccurate, false, or misleading; (ii) are not defamatory or libellous; (iii) are not pornographic, nor do they contain profanity; (iv) do not infringe any Intellectual Property Rights; (v) are not offensive or inappropriate; and/or (vi) are not illegal or objectionable in any way and will not cause us or you to breach any Applicable Law.

6.3 You agree and undertake to notify us without delay of any facts or circumstances that would render your representations inaccurate in any respect.

6.4 You grant us and other users of the Platform or other platforms operated by us an irrevocable, worldwide, non-exclusive and royalty-free licence to host, reproduce, distribute, communicate, publish, use, sub-license, modify your User Content and create derivative works based on your User Content for any purpose we or such users deem necessary, desirable or expedient including, without limitation, the copying, transmission, distribution and publication thereof, unless restricted by applicable law. You agree to waive your moral rights and must also procure and ensure that any moral rights in respect of the User Content have been waived by all authors thereof.

6.5 You agree that we shall not be under any obligation of confidentiality to you regarding any such User Content transmitted to us using the Platform unless agreed otherwise in a separate direct contract between you and us or required by law.

7. PERSONAL DATA

7.1 You consent to us collecting (including by way of recorded voice calls), using and disclosing your personal data in accordance with and including for the purposes set out in the OCBC Data Protection Policy (accessible at <https://www.ocbc.com/personal-banking/policies>) and these End User Terms, which you agree you have read and understood. You agree and acknowledge that your consents herein and your agreement to the terms below in this Clause 7 are supplemental to and do not supersede the terms in the OCBC Data Protection Policy.

7.2 We may collect, use, and disclose your Personal Data (as well as Personal Data of any other individuals disclosed by you) in connection with:

- (a) the fulfilment and delivery of your purchases, and the processing of payments relating thereto;
- (b) responding to, processing, or handling your complaints, queries, feedback, customer service requests or suggestions relating to the Platform, Customer Transactions, or Products; and/or
- (c) any other purposes which are reasonably related to any of above.

7.3 Subject to Applicable Law, we may disclose your Personal Data (as well as Personal Data of any other individuals disclosed by you) to the other members of the OCBC Group, the Platform Operator and/or the Makers, for the purposes listed above and/or the purposes set out in the OCBC Data Protection Policy (where applicable), whether they are located overseas or in Singapore.

7.4 If you withdraw your consent to any or all use of your Personal Data, depending on the nature of your request, we may not be in a position to continue to provide our products or services (including the Platform) to you, or administer any contractual relationship already in place. This may also result in the termination of any agreements you have with us, and your being in breach of your contractual obligations or undertakings. Our legal rights and remedies in such event are expressly reserved.

7.5 You represent, warrant and undertake that in relation to any Personal Data of any other individuals provided to us by you via or in connection with the Platform, you have secured all necessary consents for the collection, use or disclosure of such Personal Data by us in accordance with these End User Terms.

7.6 We may contract with one or more third parties to provide, maintain and host the products or services on the Platform, including but not limited to the Platform Operator. Therefore, any information you submit and/or any content which you transmit may be placed and stored on a separate computer server maintained by the Platform Operator or another third party. You acknowledge that such information or content could pass through and may be stored in servers outside our control. You agree that we have no liability or responsibility for any such pass through or storage of the same.

7.7 You consent to the collection, storage, communication and processing of any of your information by any means necessary for us to maintain appropriate transaction records and to the release and transmission to and the retention by the relevant third party service providers and hosts of your information to enable your use of the Platform.

- 7.8 You acknowledge that all transmissions (whether by email or otherwise) to and from the Platform cannot be guaranteed to be completely secure or error-free and the same could arrive late, be intercepted, corrupted, lost, destroyed, or incomplete, or contain viruses and may not be received by the intended recipient. Consequently, you understand that you should not post or transmit any private or confidential content and/or information (whether yours or any third party's) via the Platform unless you want it to be available publicly. You are aware that any content transmitted by you may be subsequently forwarded to a third party by the recipient. You further understand that as we cannot control or prevent the transmission of your private or confidential content by a third party, we cannot be responsible or held liable for the same. Accordingly, we do not warrant the privacy and/or security of any transmissions (whether by email or otherwise) to and from the Platform.
- 8. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS**
- 8.1 You also acknowledge and agree that the exclusion of warranties, exclusion of liability and exclusion of remedies in these End User Terms and Customer Contracts allocate risks between the parties and permit Makers to provide their Products, at lower fees or prices than these parties could otherwise could and you agree that such exclusions of liability are reasonable.
- 8.2 Nothing in this Clause 8 limits or excludes any liability which cannot be limited or excluded by Applicable Law, including liability for death or personal injury caused by negligence and/or fraud or fraudulent misrepresentation.
- 8.3 To the maximum extent permissible under Applicable Law, except as expressly and specifically provided in these End User Terms, the Platform and services made available in connection therewith are provided on an "as is" and "as available" basis without any representation, warranty, condition or term of any kind (whether express, implied, statutory or otherwise), which are expressly disclaimed by us. Without prejudice to the generality of the foregoing, the following shall be expressly disclaimed by us:
- (a) the accuracy, timeliness, adequacy or completeness of the Platform, Platform Content, or any User Content or that any of these will meet your requirements or any requirements prescribed by Applicable Law;
 - (b) that your use of and/or access to the Platform, or the operation of the Platform, will be uninterrupted, secure or free from errors or omissions or that any identified defect will be corrected, or that the Platform will be at all times available and/or accessible;
 - (c) that the Platform, the Platform Content, or any User Content is free from any virus or other malicious, destructive or corrupting code, agent, program or macros or that the Platform or any related computer system is free from any unauthorised access, intervention, hacking, sabotage, fraud or infiltration by third parties;
 - (d) that use of the Platform by you will not infringe rights of third parties or that the features, Products, materials and information contained on the Platform are appropriate or will be available for use, or be compatible or work with any third-party software, applications, or third-party services; and
 - (e) the title, quality, merchantability, state, condition, life or war, or fitness for any particular purpose of the Products offered, provided or made available on the Platform, as the Products are provided by Makers (notwithstanding that they may incorporate the Platform mark, logo and/or other marks and logos of OCBC).
- 8.4 To the maximum extent permitted under Applicable Law, you agree and acknowledge that we shall in no event be liable for any Losses, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise, even if informed of the possibility thereof, arising from or in connection with:
- (a) any (i) act or omission of and/or terms and conditions prescribed by the Platform Operator, Payment Provider, Maker or any third party; (ii) Product (including defective Products) and/or Customer Transaction entered into via the Platform; (iii) access to, use of and/or reliance on the Platform and/or Platform Content; and/or (iv) information or material obtained or downloaded through the Platform or from any other website or webpage provided through Platform or from any other party referred through the Platform;
 - (b) any (i) failure by you to comply with these End User Terms; (ii) omissions or errors in any data provided by you under these End User Terms; (iii) exercise of our rights under these End User Terms; and/or (iv) claim brought against you for breach of any third-party rights, including Intellectual Property Rights, in connection with your access or use of the Platform and any Platform Content or User Content;
 - (c) us taking, relying and acting upon or omitting to act on any instructions given or purported to be given by you or by any person(s) purporting to be your attorney, regardless of the circumstances prevailing at the time of such instructions or the nature of the transaction and notwithstanding any error, misunderstanding, fraud or lack of clarity in the giving, receipt or the contents of such instructions, including where we believed in good faith that the instructions or information were given in excess of the powers vested in you or where we believed that us so acting would result in a breach of any duty imposed on us;
 - (d) any malware, viruses, monitoring or malicious code in connection with your access to and/or use of the Platform, "phishing" or other websites or emails which mimic the appearance of our websites or official communications, but do not in fact originate from us, or "man-in-the-middle" or other interception of your communications with us or our service providers; and/or
 - (e) any (i) loss of data, revenue, profits, goodwill, anticipated savings, reputation, business and/or business opportunity; or (ii) special, indirect and/or consequential loss or damage of any kind.

You agree to be solely responsible for any Losses resulting from or in connection with the foregoing, and must undertake such measures as would be appropriate to avoid such risks.

Hyperlinks

- 8.5 Any hyperlink to any other platform, website or webpage (including any websites or webpages owned, operated and maintained by any business partner or third party) or embedded software controlled or offered by third parties, is for informational purposes and your convenience only and is not an endorsement or verification of such platform, website, webpage, or software and should only be accessed at your own risk.

9. INDEMNITIES

9.1 You shall indemnify us, our affiliates, related corporations, subsidiaries, branches (regardless of jurisdiction), and their respective officers, employees, nominees and agents promptly on a full indemnity basis from and against all Losses which they may sustain or incur directly or indirectly in connection with the execution, performance or enforcement of these End User Terms, including:

- (a) any (i) access to and/or use of or reliance upon the Platform by you; (ii) act, omission, negligence, default or misconduct by you, including in connection with these End User Terms or any terms and conditions prescribed by the Platform Operator or the Makers; (iii) information, records or other material provided by you that are false, misleading or incomplete and/or subsequently became false, misleading or incomplete; and/or (iv) disclosure of any information which you consented to us and/or any of our personnel disclosing;
- (b) us (i) taking, relying and acting upon or omitting to act on any instructions given or purported to be given by you or by any person(s) purporting to be your attorney, regardless of the circumstances prevailing at the time of such instructions or the nature of the transaction and notwithstanding any error, misunderstanding, fraud or lack of clarity in the giving, receipt or the contents of such instructions, including where we believed in good faith that the instructions or information were given in excess of the powers vested in you or where we believed that us so acting would result in a breach of any duty imposed on us; and/or (ii) using any system or means of communication or transmission in carrying out your instructions which results in the loss, delay, distortion or duplication of such instructions; and/or
- (c) any claim (i) made against us by any Maker, Payment Provider and/or the Platform Operator; (ii) made by the Platform Operator, any Makers, and/or any Payment Provider against you, or by you against the Platform Operator, any Makers, and/or any Payment Provider; and/or (iii) brought by any third party against us in connection with User Content made available by you, including claims relating to infringement of Intellectual Property Rights of such third party.

9.2 These indemnities shall survive notwithstanding the termination of these End User Terms.

10. TERMINATION

10.1 We may, in our sole discretion, with immediate effect upon giving you notice, terminate these End User Terms and your right to access and/or use the Platform and/or invalidate your Access Credentials and may restrict access to the Platform (or any part thereof) for any reason whatsoever, including without limitation, a breach of any of the terms and conditions of these End User Terms.

10.2 Upon your receipt of the notice referred to in Clause 11.5, all rights and/or licences granted to you under these End User Terms shall immediately cease and terminate and you shall forthwith cease the use of the Platform in any way whatsoever.

10.3 Termination of these End User Terms for any reason shall not bring to an end our rights accrued prior to termination, and your obligations under any provisions of these End User Terms which are meant to survive the termination. Without prejudice to the foregoing, you agree that our exercise of our right to terminate these End User Terms in whole or in part, in accordance with the terms and conditions of these End User Terms, shall not entitle you to any damages, claims for expenses or lost profits, or any other recourse in law or in equity.

11. MISCELLANEOUS

Compliance and Sanctions

11.1 We may take and/or instruct any delegate to take any action without incurring any liability (including but not limited to delaying, blocking and/or refusing to process any Customer Transaction) which we in our sole and absolute discretion consider appropriate so as to comply with any Applicable Law, request of a public or regulatory authority or any policy of ours which relates to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to sanctioned persons or entities.

Force Majeure

11.2 We shall not be responsible for delays or failures in performance resulting from acts beyond our reasonable control and without our fault or negligence. Such excusable delays or failures may be caused by, among other things, riots, rebellions, accidental explosions, floods, storms, acts of God, power failures or power supply problems, acts or defaults of any telecommunications network operator or carriers, Internet or network related problems, problems with services rendered by any third-party vendors or service providers and the acts or a party for whom we are not responsible for, and similar occurrences. We shall notify you as promptly as practicable after we become aware of the occurrence of such force majeure condition. If there is any such delay, then the periods for the completion of our obligations hereunder shall be automatically extended by the period of such delay.

Amendments

11.3 We may impose such further terms and conditions and make such amendments to these End User Terms as we may in our discretion deem fit from time to time. We will notify you of such amendments via email and/or publication on the Platform or such other method of notification as may be designated by us, which you agree shall

- be sufficient notice for the purpose of this clause. If you do not agree to be bound by the amendments, you must immediately cease all access and/or use of the Platform.
- 11.4 You further agree that if you continue to use and/or access the Platform after being notified of such amendments to these End User Terms, such use and/or access shall constitute an affirmative: (i) acknowledgement by you of these End User Terms and its amendments; and (ii) agreement by you to abide and be bound by these End User Terms and its amendments. Our right to vary these End User Terms in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to these End User Terms.
- Notices
- 11.5 Any notice or other communication in connection with these End User Terms may be given by us to you via a notice that is published on the Platform, or by either party to the other via e-mail if sent to the address then most recently notified by the recipient to the sender.
- 11.6 If a notice is: (i) given by us to you via the Platform, it will be deemed to have been received upon transmission by us; (ii) given by us to you via e-mail, it will be deemed to have been received upon delivery (and a delivery report received by us will be conclusive evidence of delivery even if the communication is not opened by you); and (iii) if given to us via e-mail, will be deemed to have been received upon being opened by us.
- Notification of Infringement
- 11.7 The Copyright Act (No. 22 of 2021) ("**Copyright Act**") contains provisions related to limiting the liability of network service providers such as us who provide services such as system caching or user storage and information location.
- 11.8 Where a copyright owner furnishes to us (through our designated representatives) a valid notice in the form prescribed by the Copyright Act, we will take reasonable steps to remove or disable access to the relevant material in accordance with the Copyright Act. Where the person who made available such material furnishes to us a valid notice in the form prescribed by the Copyright Act, we will take reasonable steps to restore the relevant material, unless court proceedings are commenced by the copyright owner and we are informed in writing in accordance with the Copyright Act.
- 11.9 Should you wish to provide a take-down and counter notice to us, please ensure that such takedown and counter notices are in conformance with the form prescribed by the Copyright Act. We will not act on any notice unless the notice is a valid notice in the form prescribed by the Copyright Act. Any such notice should be sent to Youthmarketing@ocbc.com.
- General
- 11.10 You shall not assign or transfer these End User Terms, or any interest therein, or any of your rights and obligations, in whole or in part, without our prior written consent. We may, as we see fit and without your consent novate or otherwise transfer all of our rights and obligations under these End User Terms to one or more third parties.
- 11.11 These End User Terms will bind you and OCBC and OCBC's successors in title and assigns. These End User Terms will continue to bind you notwithstanding any change in our name or constitution or our merger, consolidation or amalgamation with or into any other entity (in which case these End User Terms will bind you to our successor entities).
- 11.12 Access to and use of the Platform and these End User Terms shall be governed by and construed in accordance with Singapore law but in enforcing these End User Terms, we shall be at liberty to initiate and take actions or proceedings or otherwise against you in Singapore or elsewhere as we may deem fit, and you hereby agree that where any actions or proceedings are initiated and taken in Singapore, you shall submit to the jurisdiction of the courts of Singapore in all matters connected with your obligations and liabilities under or arising out of or in connection with these End User Terms.
- 11.13 These End User Terms embody all the terms and conditions agreed upon between the Parties that govern the relationship between the Parties in relation to the subject matter hereof, and supersedes any and all other contracts, agreements, representations, and arrangements, whether oral or in writing, heretofore made by the Parties with reference to the subject matter hereof, without prejudice to any rights accrued to a Party thereunder before the term of these End User Terms.
- 11.14 If any provision of these End User Terms is held to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be struck and severed from these End User Terms and the remaining provisions of these End User Terms shall not be affected thereby.
- 11.15 The rights and remedies provided in these End User Terms are cumulative and not exclusive of any other right or remedies (whether provided by law or otherwise).
- 11.16 Failure or neglect by us to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of our rights hereunder nor in any way affect the validity of the whole or any part of these End User Terms nor prejudice our rights to take subsequent action.
- 11.17 You acknowledge and agree that our records and any records of the communications, transactions, instructions or operations made or performed, processed or effected through the Platform by you or any person purporting to be you, acting on your behalf or purportedly acting on your behalf, with or without your consent, or any record of communications, transactions, instructions or operations relating to the operation of the Platform and any record of any communications, transactions, instructions or operations maintained by us or by any relevant person authorised by us relating to or connected with the Platform shall be binding on you for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations. You further acknowledge and agree that our decisions on all matters relating to these End User Terms will be at our sole and absolute discretion and will be final and binding on you.
- 11.18 A person who is not a party to these End User Terms shall have no right under the Contracts (Rights of Third Parties) Act (Rev. Ed. 2002, Chapter 53B) to enforce any of its terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this shall not affect the rights of any permitted assignee or transferee of these End User Terms.
- 11.19 You must, immediately upon our request and at your own expense, execute any further documents and take any other action which we may require for the purpose of protecting or securing our rights in respect of or under these End User Terms.
- 11.20 These End User Terms shall be binding on and inure to our benefit and to the benefit of our assigns, you and your legal representatives and successors and shall also be so bound notwithstanding the absorption or amalgamation of us by or with any other person.
- 11.21 You agree that we may, from time to time and on such terms as the we in our sole and absolute discretion deem fit, delegate, subcontract or otherwise appoint other members of the OCBC Group or a third party to carry out any of our obligations under the End User Terms.
- 11.22 We shall be entitled to harness, inter alia, data processing and technology infrastructure support services to enhance our suite of products and services and improve our productivity, our branches, subsidiaries and affiliates across the countries in which we operate.