

UOB Application Programming Interface Developer Terms of Use

1. ABOUT THESE TERMS OF USE

- 1.1 Please read these Terms of Use carefully. This is an electronic agreement and by registering for a UOB API Developer Account (as defined below) using the APIs and/or using any part of the UOB API Developer, you confirm that you have read, understood, accept, and agree to be bound by these Terms of Use. If you do not agree to be bound by these Terms of Use, you may not access or use the APIs, the API Data, your UOB API Developer Account or any part of the UOB API Developer.
- 1.2 These Terms of Use constitute a binding legal agreement between you and the Bank.

2. DEFINITIONS

- 2.1 "APIs" means the Application Programming Interfaces made available by the Bank through the UOB API Developer.
- 2.2 "API Data" means any content, images, photographs, illustrations, icons, texts, video, audio, written materials, software, sample codes, applications, specifications or other content, materials or data made available to you through the APIs.
- 2.3 "Application" means the application or website operated by you which utilises the APIs.
- 2.4 "Bank" means United Overseas Bank Limited.
- 2.5 "Digital Certificates" means the combination of codes used by the Bank to authenticate your identity (for instance, JWT and SSL certificates).
- 2.6 "Intellectual Property Rights" means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, domain names and all similar rights and, in each case:
- (a) whether registered or not;
 - (b) including any applications to protect or register such rights;
 - (c) including all renewals and extensions of such rights or applications;
 - (d) whether vested, contingent or future; and
 - (e) wherever existing.
- 2.7 "JWT" stands for JSON Web Token, an industry standard of digital signature which authenticates the communicating parties.
- 2.8 "Loss" means any claim, demand, action, proceeding, damage, liability, cost loss or expense.
- 2.9 "SSL" stands for Secure Sockets Layer, a global standard security technology that enables encrypted communication between web browser and web server over the internet.
- 2.10 "UOB API Developer" means:
- (i) the online portal owned and operated by the Bank or the UOB Group Banks to make the APIs available; and
 - (ii) any services, systems, features and functions made available through such online portal, in each case for the purposes of testing of APIs.
- 2.11 "UOB API Developer Account" means the registered account you obtain to access certain aspects of the UOB API Developer.
- 2.12 "UOB Group Banks" means United Overseas Bank Limited, its branches and its subsidiaries, wherever situated.
- 2.13 "you" means any individual or body of persons or company or association, whether incorporated or unincorporated, and all references to "your" shall be construed accordingly.
- 2.14 In the interpretation of these Terms of Use, words importing the singular include the plural and vice versa and words importing a gender include every gender. The headings in these Terms of Use are inserted for convenience only and shall be ignored in construing these Terms of Use.

3. ACCESS TO THE UOB API DEVELOPER

- 3.1 UOB API Developer Account access shall only be granted to you at the Bank's sole discretion.
- 3.2 You are responsible for all activities conducted on your UOB API Developer Account and you agree that you must:
- (a) keep your UOB API Developer Account information (including login details and payment details) confidential and secure, and not provide any other person with access to your UOB API Developer Account; and
 - (b) promptly notify the Bank if you suspect any unauthorised access to or use of your UOB API Developer Account.
- 3.3 Without limiting its other rights and remedies, the Bank reserves the right to block or deny access to, suspend or terminate your UOB API Developer Account at any time in the Bank's absolute discretion, without giving any reason or prior notice and the Bank shall not be liable or responsible for any Loss arising out of the same.

4. LICENCE TO USE APIS

- 4.1 Any APIs and documentation provided to you by or through the Bank belong to the Bank.
- 4.2 The Bank hereby grant to you a personal, limited, non-exclusive, non-transferable, non-sub-licensable and

revocable licence to use the APIs in accordance with these Terms of Use. The Bank reserves all rights not expressly granted under these Terms of Use.

5. RESTRICTIONS

5.1 You must not use any of the APIs or API Data:

- (a) in connection with any act or omission which may constitute or contribute to any criminal offence under applicable laws or regulations or against public order or applicable ethical standards and codes;
- (b) in any way which causes or is intended to cause annoyance, inconvenience or needless anxiety;
- (c) for any unlawful purpose whatsoever, including fraud or terrorism;
- (d) in any way which is abusive, harmful, threatening or defamatory or any other way that may cause offence;
- (e) in any way that could be harmful to other users', the Bank's or any of the UOB Group Banks' systems or data (including uploading any material that otherwise contains a virus, malware or other malicious code or content);
- (f) in any way which breaches or could potentially breach a legal duty to a third party (including a duty of confidentiality) or which infringes or could potentially infringe a person's right to privacy;
- (g) in any way which promotes discrimination or is likely to incite hatred;
- (h) in any way which may infringe any third party Intellectual Property Rights or which promotes any unlawful act; and
- (i) in any way that may cause the Bank or any UOB Group Bank to breach its obligations under any applicable law or regulation or to any regulatory authority;

5.2 You must not, and must not attempt to:

- (a) distribute, license, sell, rent, lease or otherwise deal in or encumber any of the APIs or API Data;
- (b) interfere with or disrupt any part of the APIs or API Data or the networks or servers providing the APIs or API Data;
- (c) modify, add to, or otherwise enhance any of the APIs or API Data; or
- (d) disassemble or reverse engineer any of the APIs or API Data or cause any portion thereof or the Digital Certificates or part thereof to be copied (save for backup copies allowed under law), removed, modified, transferred, adapted or translated in any form, in whole or in part, and shall not allow any third party to have access to any of the APIs, the API Data and/or the Digital Certificates or any documentation relating to APIs or API Data or any part thereof without the prior written consent of the Bank.

5.3 You may not, without the Bank's prior written permission, insert a hyperlink to or establish frames of or otherwise embed, the UOB API Developer (or any part thereof) on any other website or webpage or "mirror" any material contained on the UOB API Developer on any other server.

6. API DATA AND OTHER CONTENT

6.1 You acknowledge that the API Data may contain third party Intellectual Property Rights and you shall ensure that use of such API Data does not infringe the Intellectual Property Rights of such third parties. In the event of any such infringement, your permission to use API Data will automatically terminate and any copies made of API Data must be immediately destroyed, and the Bank reserve the right to terminate or suspend your UOB API Developer Account (if applicable) and/or reject your registration for a UOB API Developer Account.

6.2 The Bank hereby grant you a personal, limited, non-exclusive, non-transferable, non-sub-licensable and revocable licence to download, copy, display, view and use the API Data to utilise the APIs in accordance with these Terms of Use, provided that you must not:

- (a) create any permanent copy of the API Data except to the extent permitted by these Terms of Use;
- (b) without the prior written consent of the Bank, make derivative works of, or commercially distribute or otherwise exploit the API Data, or use the UOB API Developer or any of the API Data in a manner that suggests an association between you and the Bank or its licensors; and
- (c) otherwise use or exploit the API Data in any way for any purpose except as specifically permitted by these Terms of Use.

6.3 You hereby grant to the Bank a royalty-free, perpetual, irrevocable, non-exclusive, sub-licensable and transferable licence to use, reproduce, modify, publish, edit, translate, distribute, perform and display any content, data or material that you provide to the Bank through the UOB API Developer or the APIs, including end-user content or material and any data or analytics generated from the same.

6.4 You shall implement appropriate technical and organisational measures to protect the API Data against unauthorised or unlawful processing and against loss, destruction, damage, alteration or disclosure, in each case, whether accidental or not. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the API Data and having regard to the nature of the API Data which is to be protected.

7. COMPLIANCE WITH LAW

7.1 You shall, in using the UOB API Developer, the APIs and the API Data, comply with all applicable obligations under applicable laws and regulations.

7.2 You shall not cause the Bank to breach its obligations under any applicable law or regulation or to any regulatory authority. You shall provide, to the Bank's reasonable satisfaction, all support and information in

connection with the use of the UOB API Developer, APIs and API Data that is reasonably required for the Bank to meet all of its obligations under any applicable law or regulation or to any regulatory authority.

8. DIGITAL CERTIFICATES

- 81 You undertake to obtain the Digital Certificates from a certificate authority supported by the Bank. The Bank does not make any warranty, express or implied, as to the merchantability of the Digital Certificates or of its fitness for any purpose or that it is free of errors.
- 82 The Bank shall not be liable to you for any Loss arising from or connected to the use of Digital Certificates, and you shall indemnify the Bank in full against such Loss.
- 83 You shall operate and maintain all necessary equipment, hardware and software as required to access and use the UOB API Developer and the APIs, and you agree to comply with any instructions or recommendations the Bank may issue regarding security in relation to use of the UOB API Developer and/or the APIs and shall comply with the applicable authentication methods or any other methods implemented by the Bank from time to time.

9. CONFIDENTIALITY OF APPLICATION-ID, API-KEY, CLIENT-ID AND DIGITAL CERTIFICATES

- 91 You shall keep confidential all Application-ID, API-Key, Client-ID and UOB API Developer Account login details (collectively known as “**API Credentials**”) issued by the Bank or any security software providers recognised by the Bank, and the Digital Certificates, in order to enable you to access the UOB API Developer and you shall be responsible for all activities conducted through the use of such API Credentials and Digital Certificates.
- 92 The Bank reserves the right to issue any combination of letters and/or numerals for the API Credentials.
- 93 You agree to take all precautions to safeguard the Digital Certificates and API Credentials such as (but not limited to) not disclosing them to anyone, and informing the Bank immediately if there is any suspicion that someone else knows the Digital Certificates and/or any API Credentials and changing the Digital Certificates if required by the Bank.
- 94 The Bank shall at its discretion be entitled to deactivate or revoke the Digital Certificates at any time without any reason or prior notice to you. The Bank may also de-activate or revoke your usage of the UOB API Developer if the functionality cannot be accessed after a number of attempts have been made using invalid API Credentials and/or the Digital Certificates.
- 95 The Bank may send the API Credentials, to you by ordinary post or other means and shall not be liable to you if the API Credentials fail to reach you or are disclosed in transit.
- 96 The API Credentials provided by the Bank shall remain the exclusive property of the Bank.

10. BANKING ACT

Without prejudice to the generality of your obligations under Clause 9, you shall observe the provisions relating to banking secrecy under the Banking Act (Cap 19) in respect of all API Data and any other information or records provided by the Bank to you in connection with these Terms of Use, as if you were bound by them.

11. RESERVATION OF RIGHTS

- 11.1 The Bank reserves the right at any time to set, vary or cancel limits for any transaction types, functionalities, facilities, services and products that may be carried out through the UOB API Developer, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability period.
- 11.2 The Bank may limit, cancel, suspend or make changes to the UOB API Developer in whole or in part at any time without prior notice or liability to you.
- 11.3 The hours of operation of the UOB API Developer are subject to change without prior notice. The Bank has the right (but not the obligation) to vary, add to, upgrade, suspend or withdraw any of the APIs and/or API Data in whole or in part at any time without prior notice or liability to you. Nothing herein shall be considered or be deemed as a warranty by the Bank that the UOB API Developer will be available (whether uninterrupted or available at all) during any specific times.
- 11.4 Notwithstanding any representation to the contrary, the Bank shall at any time, in its discretion and without prior notice, be entitled to temporarily suspend the operations of the UOB API Developer for updating, maintenance and upgrading purposes or any other purposes whatsoever that the Bank deems fit, and in such event, the Bank shall not be liable to anyone.
- 11.5 The Bank reserves the right to:
- (a) monitor, screen or otherwise control any activity or services;
 - (b) investigate any violation of these Terms of Use and take any action it deems appropriate;
 - (c) prevent or restrict your access to the UOB API Developer, the APIs and/or the API Data; and/or
 - (d) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities.

12. WARRANTIES

121 You warrant that:

- (a) you have the right, power and authority to agree to these Terms of Use and to grant to the Bank the rights contemplated herein;
- (b) you hold all rights and have obtained all licences and consents required to use the UOB API Developer, the APIs, its interface with the Application and the API Data; and
- (c) your use of the APIs will not infringe any rights of any third party or the Bank, nor will it breach any applicable laws or regulations or cause the Bank to breach any applicable laws or regulations.

122 The UOB API Developer, APIs and the API Data are provided “as is” and “as available”. None of the Bank, any relevant internet service provider, any information provider and any other software supplier makes any express, implied or statutory warranties relating to the UOB API Developer, APIs or API Data, including but not limited to (a) any warranty as to the availability or uptime of the UOB API Developer or any API Data, or your ability to use the API Credentials and (b) any warranty of title, merchantability, quality, fitness for a particular purpose or non-infringement of third party proprietary rights or that they are free of errors or any computer virus or malware or other malicious, destructive or corrupting code, agent, program or macros, unless disclaiming such warranties is prohibited by law.

123 The Bank gives no warranties and make no representations about any API Data or about results to be obtained from using any of the APIs or API Data, or as to the accuracy, adequacy or completeness of the information and material (including all text, graphics and links to other websites) contained in the UOBGroup.com website.

124 Although the Bank shall use reasonable endeavours to ensure that the UOB API Developer cannot be accessed by unauthorised third parties, the Bank does not warrant the security or confidentiality of any information transmitted through any electronic mediums including internet service provider, network system or such other equivalent system in any jurisdiction via the UOB API Developer.

13. FEES AND CHARGES

131 The Bank may at any time and in its sole discretion impose fees or other costs, charges, expenses or interest in respect of the access to or use of the UOB API Developer, on a once-off, regular or per transaction basis and if on a regular basis, at such intervals as the Bank deems fit from time to time, which you shall pay.

132 All other agreements between you and the Bank for the payment of fees, costs, charges, expenses and interest shall continue to be in force and shall be in addition to and not be affected by any agreement herein to pay fees, costs, charges, expenses and interest in relation to the UOB API Developer.

133 You agree to be responsible for all costs, charges and Losses incurred in accessing or using the UOB API Developer and/or any of the APIs or API Data, including but not limited to any telephone charges and internet service provider's charges.

134 All fees, costs, charges, expenses, interest and other amounts payable to the Bank under these Terms of Use shall be in Singapore currency unless otherwise specified.

14. BANK'S RIGHTS OF SET OFF AND DEBIT

The Bank shall be entitled to set-off any payment due from the Bank to you against any amount due from you to the Bank. You authorise any UOB Group Bank to debit your accounts to pay the amount due and owing by you to the Bank. If there are insufficient funds in your accounts, the Bank may (but is not obliged to) debit your other account(s) with any of the UOB Group Banks without prejudice to the Bank's rights under Clause 18.

15. NEW SERVICES

The Bank may introduce new service(s) and/or new product(s) through the UOB API Developer at any time. By utilising such new service(s) and/or product(s) as and when such new service(s) and/or product(s) become available, you agree to, and shall be bound by, the terms and conditions in force governing such new service(s) and/or product(s).

16. INTELLECTUAL PROPERTY RIGHTS

161 Except as expressly granted herein, all Intellectual Property Rights in and to the UOB API Developer, the APIs and the API Data shall vest and remain vested in the Bank or its licensors.

162 To the extent that you acquire any new Intellectual Property Rights in the Application, and to the extent you own or acquire any Intellectual Property Rights in the UOB API Developer, APIs, or API Data, or in any modifications to the APIs, you shall assign or procure the assignment of, and hereby assign, such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Bank or any relevant third party nominated by the Bank. You shall execute all such documents and do such things as the Bank may consider necessary to give effect to this clause.

163 You represent and warrant that our use of the Application and any copying of the Application will not violate or infringe the rights (including intellectual property rights) of any third party.

164 You acknowledge and agree that all Intellectual Property Rights in any modifications or enhancements you make to the APIs shall vest in the Bank upon creation, and the Bank shall be entitled to use any information provided by you relating to modifications or enhancements that could be made to the APIs, without you having

any right of compensation for the same.

165 Except as provided to the contrary in Clause 16.2, Intellectual Property Rights in and to the Application shall vest and remain vested in you.

166 You acknowledge and agree that:

- (a) the APIs and API Data contain confidential and proprietary information and you shall not conceal, modify, remove, destroy or alter in any way any proprietary markings of the Bank on or in the APIs, API Data or any related materials and documentation;
- (b) all trade marks, logos and service marks (collectively, the “**Trade Marks**”) which appear on the UOB API Developer or any of the APIs are registered and unregistered Trade Marks or are licensed for use by the Bank by third parties, and that all other Trade Marks are proprietary marks and are registered to their respective owners;
- (c) nothing contained on the UOB API Developer or any of the APIs should be construed as granting, by implication or otherwise, any licence or right to use any Trade Marks displayed on the UOB API Developer or any of the APIs without the written permission of the Bank or such third party who owns the Trade Mark; and
- (d) you shall not deal with any Trade Mark displayed on the UOB API Developer, or any other content on the UOB API Developer, contrary to the provisions of these Terms of Use.

17. SOFTWARE AND HARDWARE UPGRADE

171 If new or different versions of the UOB API Developer or the web browser or other software necessary for the operation of the UOB API Developer are available, the Bank reserves the right not to support any prior version of the UOB API Developer or the web browser or other software. If you fail to upgrade the relevant software or use the enhanced version of software as required by the Bank, the Bank may terminate these Terms of Use or deactivate or suspend or revoke the UOB API Developer or your UOB API Developer Account, or your use of the APIs or the API Data at any time without prior notice or liability to you.

172 The Bank reserves the right to change the type or versions or specifications of any hardware or equipment that you may be required to use for the UOB API Developer, and in the event such requirements are not met by you, the Bank may terminate these Terms of Use or deactivate or suspend or revoke the UOB API Developer or your UOB API Developer Account, or your use of the APIs or the API Data at any time without prior notice or liability to you.

18. TERMINATION

181 The Bank may in its absolute discretion terminate these Terms of Use or deactivate or suspend or revoke the UOB API Developer or your UOB API Developer Account, or your use of the APIs or the API Data at any time without prior notice or liability to you (each a “**Termination Event**”).

182 On a Termination Event, the Bank may delete all information in any form that may have been submitted by you on the UOB API Developer, and all rights (including any licence) granted to you under these Terms of Use shall immediately cease, and you shall immediately cease use of the UOB API Developer and any API or API Data.

183 Termination of these Terms of Use or the deactivation or revocation of the UOB API Developer or your UOB API Developer Account or your use of the APIs or the API Data shall not affect:

- (a) your obligation to pay all fees, costs, charges, expenses and amounts accrued up to the date of termination; and/or
- (b) any provisions of these Terms of Use which are by the nature intended to survive termination.

19. FORCE MAJEURE

191 In the event that the Bank is rendered wholly or partly unable to observe or perform the terms of these Terms of Use by reason of causes beyond its control including (but not limited to) equipment, system or transmission link malfunction or failure, fire, flood, explosion, acts of elements, acts of God, accidents, epidemics, strikes, lockouts, power blackouts or failure, cyber attacks, labour disputes, acts, demands or requirements of the Singapore Government or by any other causes which it cannot reasonably be expected to avoid, the performance of the obligations of the Bank as they are affected by such causes shall be excused for the continuance of any inability so caused.

192 The Bank shall not be liable for any delay, Loss or inconvenience whatsoever caused by or arising from or in connection with any one or more of the above-mentioned causes.

20. DISCLOSURE OF INFORMATION

201 You agree that the Bank may divulge or reveal to any UOB Group Bank and/or any third parties or any such persons as the Bank thinks appropriate, any information whatsoever regarding you (including any of your account(s) maintained by you with the Bank or any other UOB Group Bank) for any purposes whatsoever the Bank considers appropriate, necessary or desirable and including for provision, upgrading and maintenance of the UOB API Developer.

202 You agree that the Bank may divulge or reveal any information whatsoever regarding you (including any of your account(s) maintained by you with the Bank or any other UOB Group Bank) for any purpose whatsoever the Bank considers appropriate, necessary or desirable to any such persons as the Bank thinks appropriate,

including but not limited to, any person or organisation providing any service to the Bank's customers, whether in Singapore or outside Singapore for the purpose of providing the said service including but not limited to investigating discrepancies, errors or claims, to the police or any public officer conducting an investigation in connection with any offence, to credit card companies in connection with credit card enquiries and to banks, financial institutions or credit reference agents for the purpose of assessing your creditworthiness.

- 203 You agree that the Bank may divulge or reveal any information whatsoever regarding you to any person or entity (whether related or unrelated to the Bank) for purposes of that person or entity marketing any product or service to you, whether by electronic means or otherwise.
- 204 You agree that in the event of any claim arising from the use, loss or misuse of the APIs, API Data, Digital Certificates and API Credentials, the Bank may disclose to parties or appropriate authorities any information in respect of account(s) maintained by you with any of the UOB Group Banks which the Bank considers necessary in investigating the claim.
- 205 You agree that the Bank shall not be liable for any Loss that you may incur due to the negligence, act or omission of any third party referred to in Clauses 20.1 to 20.4 above.
- 206 You agree that for the avoidance of doubt, the Bank shall not be liable to you for the divulgence or revelation of any information whatsoever to any person regarding you (including any of your account(s) maintained by you with the Bank or any other UOB Group Bank) arising in any way as a result of or from or in connection with the your neglect or failure to keep the API Credentials and Digital Certificates confidential.

21. DATA PROTECTION

By accessing and using the UOB API Developer, you agree and consent to the Bank and the UOB Group Banks collecting, using and disclosing personal data received from you (including, where you are an individual, your personal data) as set out in the Bank's privacy policies (available at <https://www.uobgroup.com/uobgroup/privacy/index.page>), as amended from time to time.

22. INDEMNITY BY YOU

You shall indemnify the Bank and the UOB Group Banks for all and any Losses (including all legal costs on an indemnity basis) to which the Bank may howsoever be subjected to in relation to the Bank's functions with respect to the UOB API Developer and including but not limited to in connection with or arising from:

- (a) your use of the UOB API Developer, the APIs or the API Data;
- (b) your Application;
- (c) any change in any law, regulation or official directive which may have a material adverse effect on these Terms of Use or the Bank; and
- (d) any breach by you of any of your obligations provided for in these Terms of Use.

23. EXCLUSION OF LIABILITY

- 23.1 To the extent permitted by applicable law, the Bank shall not be liable for any Loss whatsoever and howsoever caused on the part of any person(s) arising from or in connection with and including but not limited to the following:

- (a) any access to, use of or the inability to access or use the UOB API Developer, APIs or API Data;
- (b) any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error or unavailability of access in connection with accessing the UOB API Developer and/or using the APIs or API Data;
- (c) any use of or access to any other website or webpage linked to or provided through the UOB API Developer;
- (d) your use or misuse of the APIs and/or the API Data;
- (e) any equipment, software, internet browser providers or by the internet service providers or their agents or sub-contractors;
- (f) the installation, maintenance or operation of the UOB API Developer;
- (g) any computer or system virus interference(s), "trojan horses" or other harmful components that may interfere with the UOB API Developer, the internet browser or the Bank's, your or the internet service provider's computer system;
- (h) any breakdown or malfunction of any of the software or equipment used in connection with the APIs, whether belonging to the Bank or not, including but not limited to any electronic terminal, telecommunication device or any part of the electronic fund transfer system;
- (i) any loss, theft, or use (whether actual, purported, authorised or unauthorised) of the Digital Certificates or API Credentials;
- (j) any destruction or alteration or error in transmission of any instructions, data or information transmitted by you or by the Bank through the UOB API Developer;
- (k) any inaccurate, garbled or incomplete data, information and other instructions transmitted through the UOB API Developer;
- (l) any failure by you to follow any terms, requirements, instructions, procedures and/or directions for using the UOB API Developer;
- (m) any delay in delivery or non-delivery of any documents or materials whatsoever under these Terms of

Use;

- (n) any delay or refusal to execute your data, information or other instructions transmitted through the UOB API Developer;
 - (o) any failure whatsoever of any third party or agent of the Bank through whom any file has been transmitted;
 - (p) any refusal or failure by the Bank to relay any file by reason of any law, regulation, order of court or tribunal or any notice, request, directive or order from a regulatory authority or issued pursuant to any law, regulation or bye-law;
 - (q) any data or information being incomplete, garbled, erroneous, inaccurate or received late; or
 - (r) any direct, indirect or consequential loss or damage (whether foreseeable by the Bank or not) arising out of or related to the use of the UOB API Developer, the APIs and/or the API Data.
- 232 To the extent permitted by applicable law, no action, regardless of form arising out of or in connection with the UOB API Developer, may be brought by you against the Bank or UOB Group Bank more than one year after the cause of action has accrued.
- 233 To the extent permitted by applicable law, the Bank's liability arising for any reasons whatsoever, shall be limited to and shall not under any circumstances exceed the sum equivalent to the amount paid by you to the Bank for your use of the UOB API Developer or the APIs.
- 234 These terms do not entitle you to, the Bank shall not be responsible to provide, and you shall not represent to any person that the Bank is available to provide, any support or technical assistance in relation to your development of any application on the UOB API Developer, or your use of the API Data. You are solely responsible for providing all support and technical assistance in relation to any such application.
- 235 The Bank shall not be responsible for, and you shall be solely and entirely responsible for, any application you develop on the UOB API Developer (including any actions taken and/or claims made by others related to such application), and such application's development, operation, maintenance, compliance with all applicable laws and regulations, and any material that appears on or within such application.

24. COMMUNICATION

- 241 All notices and communications to you may be sent by post, hand delivery, facsimile transmission or, subject to the provisions of Clauses 24.3 to 24.8, by electronic mail or such other manner as the Bank may in its discretion deem fit, to your last known address, facsimile number or electronic mail address in the Bank's records.
- 242 All notices and communications sent shall be conclusively deemed to have been received by you on the day following such posting if sent by post, notwithstanding that the same be returned unclaimed; on the day of delivery if delivered by hand; and at the time and day of dispatch by the Bank if sent by facsimile or electronic mail, despite any evidence or fact to the contrary and to be effective service for the purpose for which such notice, communication and/or other instrument was sent. A written statement by an officer of the Bank confirming the posting of any notice or communication from the Bank shall be binding and conclusive evidence of this fact as against you.
- 243 The Bank makes no representation or warranty as to the security or any information or instruction transmitted to the Bank through electronic mail service on the UOBGroup.com web pages which are not in a form prescribed or approved by the Bank as being secure ("**Non-secure Email**").
- 244 The Bank shall not be obliged to act on any instructions (whether digitally signed or not) or to answer any queries received through Non-secure Email. You are advised in particular not to send confidential information by Non-secure Email.
- 245 The Bank shall not be responsible for any loss of security or information regarding you (including regarding any of your account(s) maintained by you with the Bank or any other UOB Group Bank) or any Loss suffered or incurred by you arising from or in connection with you not following the instructions, procedures and directions for using the electronic mail service or not using electronic mail forms which are prescribed or approved by the Bank ("**Secure Email**").
- 246 The Bank makes no representation or warranty as to the correctness or accuracy of any advice or information (whether financial or otherwise) that may be transmitted by the Bank to you through the UOBGroup.com web pages or the electronic mail service. You agree to take independent steps to verify the correctness or accuracy of any such advice or information before acting on the same. The Bank shall not be liable for any loss or damage whatsoever or howsoever caused and in any way arising from or in connection with your reliance on such advice or information.
- 247 All queries may be sent to the Bank by Secure Email in the manner specified by the Bank.
- 248 All communications (including through Secure Email) that meet the operating standards and requirements of the Bank shall be deemed to be valid, accurate and authentic and as good as, and given the same effect as, written and/or signed documentary communications.
- 249 You agree not to dispute the validity, accuracy or authenticity of any evidence of communications transmitted electronically between you and the Bank, including such evidence in the form of the Bank's computer records of transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of information storage (together, the "**Records**").
- 2410 You also agree to refer to and treat all such Records as conclusive evidence of all communications received or sent by the Bank.

25. AMENDMENTS

- 25.1 The Bank reserves the right from time to time and without notice to impose such further terms and conditions and make such changes to these Terms of Use as well as to any of the Bank's terms and conditions applicable to each of the services available through the UOB API Developer, as the Bank may in its discretion deem fit. Your continued use of the UOB API Developer or the APIs shall be deemed to be acceptance of the amendments or changes.
- 25.2 Notice of amendments or changes to these Terms of Use or any terms and conditions shall be deemed to have been given to you by displaying notice thereof in the Bank's premises; or advertising notice thereof in Singapore's main daily English and Chinese newspapers or via radio or television broadcasts or any other media chosen by the Bank; or posting notice thereof by ordinary mail to your last known address in the Bank's records; or transmitting notice thereof by electronic mail service or otherwise through the UOB API Developer.
- 25.3 You shall be bound by any amendments or changes to these Terms of Use or any terms and conditions referred to herein from the date as may be determined by the Bank or in the event no date is specified, from the date of such display, publication, advertisement, broadcasting, posting or transmission.

26. ENGLISH VERSION TO PREVAIL

If there are differences in meaning between the English version and any translation of these Terms of Use, the English version shall prevail.

27. INVALIDITY OF ANY PROVISION

If any of the provisions of these Terms of Use or any part thereof shall be adjudged invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected.

28. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

Unless expressly provided to the contrary in these Terms of Use, a person who is not a party to these Terms of Use has no right under The Contracts (Rights of Third Parties) Act (Cap 53B, 2002 Rev Ed) to enforce any terms of these Terms of Use. Notwithstanding any term herein, the consent of any third party is not required for any subsequent amendments or changes to these Terms of Use.

29. APPLICABLE LAW AND PROCEEDINGS

These Terms of Use shall be governed by the laws of Singapore. You irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore and consent to the service of process (whether personal or otherwise) by prepaid post (ordinary or registered) to your last known address in the Bank's records which shall be conclusively deemed to be received by you on the day following such posting despite any evidence to the contrary. Any proceedings whatsoever for the recovery and/or enforcement of any monies claimed to be due from the Bank shall be instituted by you solely in the courts of Singapore unless the Bank otherwise agrees in writing and any judgement or order of court made against the Bank shall not be enforceable or executed against any other UOB Group Banks.