

# SPECIAL CONDITIONS REGARDING THE USE OF EFG eBANKING SERVICES ("Special Conditions")

EFG Bank AG  
Singapore Branch  
Company/GST Reg. No. T03FC6371J  
00515 09.19 v6 EN

Incorporated in Switzerland with Limited Liability

## **SPECIAL CONDITIONS REGARDING THE USE OF EFG EBANKING SERVICES (“Special Conditions”)**

**IMPORTANT NOTE: The following Special Conditions govern your access to and/or use of the Service (defined below). By accessing and/or using the Service (defined below), you will be deemed to have agreed to be bound by these Special Conditions. You should therefore read the following carefully before doing so.**

EFG Bank AG, Singapore Branch (“EFG”, “we”, “us” or “our”) intends to make available to the Clients several electronic functions and services offered by EFG from time to time through the EFG eBanking platform (accessible at <https://ebanking.efginternational.com>) (collectively the “Service”). Such electronic functions and services include but are not limited to: (i) online transfer services to facilitate fund transfer instructions (including inter-account transfer and outgoing/third party wire transfer services) (the “e-Payment Service”); (ii) electronic securities trading functionalities; (iii) functionalities by which EFG may issue correspondences to the Client in relation to his/her Account in electronic form (the “Paperless Correspondence Service”); (iv) account aggregation services which provide the Clients with a consolidated view of all accounts in the name of the Client that have been opened with EFG, its overseas branches or offices or its Affiliates (“Aggregation”); and (v) secure messaging services.

The Service is made available to the Clients subject to these Special Conditions, which are to be read and construed in conjunction with the General Conditions and the Account & Trading Mandate, as these may be amended or varied from time to time. In the event of any conflict or inconsistency between any provisions of these Special Conditions, the General Conditions and the Account & Trading Mandate and where such conflict or inconsistency relates to the Service or any individual service or function available as part of the Service, the provisions will be applied in the following order of precedence with the provisions higher in the order of precedence prevailing over the provisions in the lower order of precedence: (i) the provisions of these Special Conditions; (ii) the provisions of the Account & Trading Mandate; and (iii) the provisions of the General Conditions. Words and expressions defined in the General Conditions have the same meaning in these Special Conditions unless separately defined below.

We may also determine applicable cut-off times in respect of any individual function or service, and such cut-off times may be amended at our sole discretion and without prior notice to the extent that we consider it necessary or appropriate to do so. Cut-off times may be published from time to time on EFG’s website, without being individually advised to the Client, and the Client agrees to verify the prevailing cut-off times before utilising the Service.

### **1. Access to the Service**

**1.1.** EFG may, from time to time and at its sole and absolute discretion, grant access to and/or use of the Service to the following persons:

- (a) Clients and/or Authorised Representatives with general authority (pursuant to an Account mandate) who have registered for access to and/or use of the Service through the submission of a valid and complete “Enrolment Form for eBanking” that has been accepted and approved by EFG in its sole and absolute discretion (each an “Authorised Client”); and
- (b) Third parties who have been subsequently authorised by an Authorised Client and notified to EFG through the submission of a valid and complete “Enrolment Form for eBanking – Third Party Authorisation” that has been accepted and approved by EFG in its sole and absolute discretion (each an “Authorised Third Party”)

(collectively, the “Authorised Users” and each an “Authorised User”).

**1.2.** Each Authorised Client shall be responsible for its own access and/or use of the Service, as well as any access and/or use of the Service by its Authorised Third Parties, and shall not permit or allow any party who is not an Authorised User to access and/or use the Service.

**1.3.** The Authorised Users acknowledge that all proprietary rights (including all copyright and other intellectual property rights) to the Service and any information, materials or content accessible via the Service are owned by EFG, its overseas branches or offices, its Affiliates or its service providers and the Authorised Users acknowledge that he/she will not receive any copyright, trademark, intellectual property rights or other rights to the Service or any information, materials or content accessible via the Service. The Authorised Users warrant that they will not sell, lease, disclose, provide, copy, assign, licence, distribute, transmit, publicly display, publish or otherwise reproduce, directly or indirectly, the Service and/or the information, materials or content accessible via the Service, or any part thereof. The Authorized Users further warrant that they will not remove, obscure or destroy any copyright, proprietary, trade secret or confidential notices or markings placed upon or contained within the Services or any information, materials or content accessible via the Service, or prepare or develop derivative works based on such information materials or content.

**1.4.** By executing and submitting either the “Enrolment Form for eBanking” or the “Enrolment Form for eBanking – Third Party Authorisation”, as the case may be, each Authorised User agrees to be bound by these Special Conditions, the General Conditions and the Account & Trading Mandate, as may be amended or varied from time to time, and confirms that he/she is fully aware of and agrees to assume all risks and responsibilities associated with access to and/or use of the Services, including but not limited to the failure of hardware and software, risks associated with the logon procedure (such as fraudulent use or user blockage following errors), risks associated with the use of the public internet and all other risks as set out in Clause 5

### **2. Means of Identification**

**2.1.** Upon acceptance and approval by EFG in accordance with Clause 1.1 above, each Authorised User will be issued the following, by or on behalf of EFG, for the Authorised User to logon and authenticate themselves to EFG for access to and/or use of the Service:

- (a) a set of unique logon credentials, comprising of:
  - (i) a unique username assigned to each Authorised User by EFG; and
  - (ii) an initial pre-generated password, which must be changed by the Authorised User upon the first successful logon to the Service, and subsequently from time to time to maintain confidentiality of the password and/or upon a request of the Authorised User for a password reset; and
- (b) a unique electronic token, device or other such equipment, software or application issued, prescribed or approved by EFG for use in connection with generating one-time passwords for access to the Service (“Security Token”), (collectively the “Means of Identification”).

**2.2.** Any person who has successfully logged on to the Service using a valid Means of Identification shall be allowed to access and/or use the Service within the limits of the conditions stipulated in the “Enrolment Form for eBanking” or the “Enrolment Form for eBanking – Third Party Authorisation”, as the case may be, and without further inquiry or verification of the identity or authority of such person, or any additional monitoring procedure by EFG. EFG is under no obligation to justify any such action, nor shall

the acceptance of such Authorised User in good faith give rise to any liability on the part of EFG.

**2.3.** Notwithstanding Clause 2.2 above, EFG reserves the right to deny, at its sole and absolute discretion, access to and/or the use of the Service or to request that an Authorised User provides additional identification to the satisfaction of EFG and EFG is under no obligation to justify any such action.

### **3. Electronic Instructions**

**3.1.** Any electronic Instructions, notices, communications, orders, messages, information or other material received by EFG through the Service (including but not limited to Instructions to transfer funds through the e-Payment Service and/or Instructions to trade in securities) that are referable to the Means of Identification issued to a particular Authorised User ("Electronic Instructions") shall be deemed to be valid, authentic, properly executed and fully authorised Electronic Instructions transmitted and issued by or on behalf of that Authorised User and may not be rescinded or withdrawn without EFG's prior written consent, which may be given or withheld in EFG's sole and absolute discretion. EFG may, but shall be under no duty to inquire into the authenticity, accuracy, adequacy, validity and/or completeness of any Electronic Instruction, or the identity or authority of the person issuing the Electronic Instruction.

**3.2.** Each Authorised User warrants that EFG is entitled to treat all Electronic Instructions received that are referable to a valid Means of Identification as authentic, valid, properly executed and fully authorised by that Authorised User, and that EFG may regard any transaction effected pursuant to that Electronic Instruction (s) as conclusively binding on the Authorised User for all purposes as such Electronic Instruction was understood and executed by EFG in good faith, regardless of whether such Electronic Instruction was (i) incorrect, false or unclear; or (ii) given with or without the authority, knowledge or consent of the Authorised User.

**3.3.** EFG's receipt or acknowledgement of any such Electronic Instructions shall not be regarded as EFG's acceptance or agreement to act on any such Instructions nor shall EFG be obliged to act on any Electronic Instruction. EFG retains the sole discretion whether to act or refrain from acting on any Electronic Instructions received from an Authorised User or part thereof, or to delay acting on such Electronic Instruction, without giving any reason or notice, and without any liability, in particular where:

- (a) the Electronic Instruction is invalid, inaccurate, ambiguous, inadequate, incomplete or inconsistent with other Electronic Instructions;
- (b) EFG has reasonable grounds for believing that the Electronic Instruction has not been given by the Authorised User;
- (c) the Electronic Instruction involves any transaction or transactions which exceed any maximum or daily transfer and/or transaction limit which EFG applies to the Authorised User's access to and/or use of the Service from time to time;
- (d) it would not, in EFG's opinion, be practicable and/or reasonable to do so;
- (e) it would contravene any of EFG's regular business practices and procedures; or
- (f) where EFG is not satisfied that carrying out the Electronic Instruction would be in compliance with EFG's anti-money laundering policy (including, where applicable, where EFG requires any clarification of the rationale for carrying out the Electronic Instruction).

**3.4.** The Authorised User is solely responsible for ensuring the accuracy, adequacy and completeness of all Electronic Instructions and EFG shall not be liable for any loss arising in any manner as a result of:

- (a) any Electronic Instruction which appears to us to be validly given via the Service and referable to a valid Means of Identification, or being carried out in reliance on the foregoing; or
- (b) any failure, delay or inability to process or to act on any Electronic Instructions in accordance with Clause 3.3.

**3.5.** In connection with any Electronic Instruction, the Authorised User agrees to provide upon request by EFG such further information as may be required by EFG for the purposes of giving effect to the Electronic Instruction, including without limitation any information required for the purpose of identifying the beneficiary of any transfer or the purpose of any transaction, and EFG shall have no liability for any failure to act on the Electronic Instructions while any such request for information is outstanding and/or not met to our reasonable satisfaction.

**3.6.** EFG may set, and determine from time to time, maximum transfer and transaction limits in respect of the Authorised User's access to and/or use of the Service and ability to issue any Electronic Instruction to EFG through the Service. Authorised User is solely responsible for ensuring the availability of funds, credit facilities and securities in the Account and acknowledges that in the event that any such limit may be exceeded, EFG may refuse or decline any Electronic Instruction which exceeds the permitted limits. The Authorised User should have regard to any applicable value dates for transfers and settlement in or out of the Account to ensure that sufficient cleared funds, pre-arranged credit and/or securities are or will at the time of the transfer and settlement be available in the Account for the purpose of such Electronic Instruction. EFG shall not be liable for any loss or consequence arising from or in connection with any Electronic Instructions not carried out by EFG due to insufficiency of funds, credit facilities and/or securities in the Account. EFG may, however, at its sole and absolute discretion carry out any Electronic Instructions notwithstanding such insufficiency without prior approval from or notice to the Authorised User (s) and the Authorised User (s) shall be fully responsible for any overdraft, advance or debit created as a result.

**3.7.** In the event that any Electronic Instructions cannot be effected by the intended receiving bank for whatever reason, the Authorised Client or, if applicable the Authorised Third Party, shall be responsible for any charges imposed, or any other action taken, by the receiving bank.

**3.8.** Without prejudice to Clause 3.1, the Authorised User cannot rescind, withdraw or cancel an Electronic Instruction to make a payment from the relevant Account once it has been received by EFG unless EFG has given prior written consent to such rescission, withdrawal or cancellation of the Electronic Instruction. If the Authorised User wishes to request to rescind, withdraw or cancel an Electronic Instruction, the Authorised User can do this by one of the following methods:

- (a) Writing, telephoning or e-mailing EFG as follows:

Postal mail:  
*EFG Bank AG, Singapore Branch*  
*#07-00, EFG Bank Building*  
*25 North Bridge Road*  
*Singapore 179104*

*Attn: SGP EFG bank Support Team*

*Telephone Number:*  
*65-6595 4888*

*Email: AttnSGP@efgbank.com; or*

- (b) through any other approved mode of Instructions in accordance

with Clause 2 of the General Conditions.

**3.9.** Electronic Instructions will be made through the Service over the internet. The Authorised User acknowledges that the internet may be an unreliable means of communication and that there may be a delay or failure in transmission or receipt of Electronic Instructions via the Service, and EFG shall have no liability for any consequences of Instructions not being received promptly or at all. The Authorised User further agrees that the Service (in particular the secure messaging function offered through the Service) is not suitable and is hence not intended for any Electronic Instructions that have to be executed promptly or are time sensitive in nature. EFG does not purport and is not obliged to carry out these Instructions immediately and is not responsible for any delay or failure to act on these Instructions and accordingly, bears no liability for any losses arising thereof.

**3.10.** EFG shall endeavor to process all Electronic Instructions promptly upon receipt, but the Authorised User acknowledges and agrees that any Electronic Instructions received by EFG after the relevant cut-off time shall be deemed to be received on the next Business Day. EFG may, in its sole and absolute discretion, require further confirmation of Electronic Instructions before processing them. In any event, no Electronic Instructions shall be deemed to have been executed until the relevant confirmation is issued.

**3.11.** Market prices may fluctuate rapidly and any information provided by the Service, including but not limited to rates or pricing information, if provided, may be for indication only. Unless any confirmed rate or price is offered and accepted by the Authorised User within any specified time limit, EFG shall have no responsibility for any loss or loss of opportunity, suffered by the Authorised User arising out of any Electronic Instructions being executed at the prevailing rate or price at the time of execution.

**3.12.** This Clause 3 shall operate without prejudice to Section 2 of the General Conditions which will continue apply to any transaction effected by the Client using the Service. In particular, Section 2 of the General Conditions:

- (a) describes circumstances in which EFG can refuse to act on the Instructions;
- (b) sets out the information which EFG will need to make a payment from the Account and what EFG will do if the Client provides EFG with incorrect information;
- (c) sets out EFG's responsibility for carrying out the Instructions correctly.

**3.13.** In accordance with Section B, Clause 2 of the General Conditions, EFG will generally treat the Electronic Instruction as received when EFG actually receives it unless the Electronic Instruction is to make a payment in the future or if the Electronic Instruction is received after the cut-off time on a Business Day or on a day which is not a Business Day, in which case the Electronic Instruction will be treated as received by EFG at the start of the next Business Day. If the Authorised User instructs EFG to make a payment in the future, the Electronic Instruction will be treated as received by EFG on the date on which the payment is to be made by EFG to the recipient's bank.

#### **4. Security and Safekeeping of Means of Identification**

**4.1.** The Authorised Client assumes all undertakings and responsibilities to ensure that he/she and all Authorised Third Parties who have to have access to the Service respect and adhere to the General Conditions and these Special Conditions, including keeping their respective Means of Identification secure. The Authorised Clients further agree to take, and shall procure that all Authorised Third Parties take, all reasonable steps and precautions to ensure that the Means of Identification are kept

confidential and that the Service is accessed and/or used in a secure manner in order to prevent fraudulent, unauthorised or abusive use, including but not limited to:

- (a) keeping the different Means of Identification separately;
- (b) in selecting logon credentials, in particular the password, avoiding easily guessed combinations and/or personal information such as telephone numbers, date of birth or a recognisable part of the Authorised User's name or initials;
- (c) avoiding using passwords used to access and/or use the Service for accessing other services (e.g. connecting to the internet or accessing other websites);
- (d) not allowing anyone else to use the Means of Identification or disclosing their logon credentials to anyone including EFG staff, the Police or other authorities. EFG staff will never ask for the password. If in doubt, the Authorised User should immediately contact EFG;
- (e) never writing down the logon credentials, in particular the password, on the Security Token or on anything usually kept with or near it;
- (f) not writing down or otherwise recording the logon credentials without disguising it;
- (g) not disclosing their personal information such as information on their identity card or passport, addresses or bank accounts to any persons failing to prove their identities or any doubtful websites;
- (h) not attempting to access and/or use the Service through public or shared computers (e.g. at cyber cafes or public libraries), or through hyperlinks embedded in e-mails unless the Authorised User has verified the genuineness of the website (e.g. through the validity of the digital certificate of the website);
- (i) ensuring that the Authorised User does not use or connect to any third party intermediary account aggregation or similar services to view his/her account information over any website, application or portal not managed by EFG;
- (j) ensuring that their computers and/or devices are securely configured and that they are adequately protected from computer viruses and malicious programs, for example, by installing a personal firewall and regularly updating their anti-virus software and any program security patches;
- (k) not selecting the browser option for storing or retaining user name and password;
- (l) checking the authenticity of EFG's website by comparing the URL and EFG's name in its digital certificate or observing the indicators provided by an extended validation certificate;
- (m) checking that EFG's website address changes from <http://> to <https://> and a security icon that looks like a lock or key appears when authentication and encryption is expected;
- (n) not allowing anyone to use or tamper with the Security Token;
- (o) not revealing the Security Token to anyone;
- (p) not divulging the serial number of the Security Token to anyone;
- (q) checking account information, balance and transactions frequently and reporting any discrepancy;
- (r) informing EFG immediately in the event of the loss of the Authorised Client's loss of mobile phone or change in mobile numbers;
- (s) adhering to any further security advice issued by EFG from time to time in whatever manner, and checking regularly for updates on the EFG eBanking platform available at <https://www.efginternational.com/Individual-clients/e-banking/EFG-eBanking/eBanking-security.html>.

**4.2.** The Authorised Client shall be liable for all loss or damage resulting from the abusive use of the Service by either the Authorised Client, any Authorised Third Party or any other person who has been able to access and/or use the Service as a result of any failure by the Authorised Client or Authorised Third Party to maintain adequate security in respect of the Means of Identification. The Authorised Client shall also be liable for all losses if the Authorised Client or any Authorised Third Parties have acted fraudulently or with gross negligence in the conduct or use of the Service (e.g. where the Authorised

Client or the Authorised Third Parties fail to adhere to the safeguards in Clause 4.1 above or knowingly allow the use by others (whether such person is an Authorised User or not) of their Means of Identification).

- 4.3. Should there be any doubt as to the confidentiality of the Means of Identification or if any Authorised User has discovered or has reason to believe that their Means of Identification have been or are at risk of being compromised, lost or stolen or that unauthorised transactions have been conducted on the Account, it is the responsibility of the Authorised User to immediately inform EFG by telephone followed by a written confirmation so that EFG may take adequate mitigating measures as soon as practicable.
- 4.4. If the Authorised User is aware of any impending risk or potential abuse of the Service, it is the Authorised User's responsibility to immediately notify EFG to block the access to and use of the Service.
- 4.5. EFG shall use commercially reasonable efforts to review and maintain up-to-date and best-fit security precautionary measures to protect the Authorised Users from on-line frauds as far as may be practicable. All Authorised Users may be required to upgrade his/her Security Token in order to comply with the latest security protection and/or regulatory requirements. Without prejudice to Clause 7.2, EFG reserves the absolute right to block, interrupt, suspend, discontinue or terminate access to the Service should the Authorised User not meet our security requirements.

## 5. Exclusion of EFG's Responsibility

- 5.1. Subject to this Clause 5, the Service is provided "as is" and "as available" and as a convenience to the Authorised Users only, and shall be accessible during the hours determined by EFG from time to time at its sole and absolute discretion. No warranty of any kind, implied, express or statutory, including but not limited to any warranties of title, non-infringement of third party rights, merchantability, satisfactory quality, fitness for a particular purpose and freedom from computer virus or other malicious destructive or corrupting code, agent, program or macros, is given in conjunction with the Service or any information, materials or content accessible via the Service.
- 5.2. Without prejudice to Clause 5.1, EFG assumes no responsibility for the accuracy and completeness of the data and information accessible to the Authorised Users through the Service (including but not limited to account and deposit information, transactions, market rates, exchange rates) and in the event of any discrepancy, the account statements and records of EFG shall prevail. Furthermore, EFG does not guarantee that the information available reflects the reality of the situation at the moment of consultation, in particular taking into account the time necessary for the execution of transactions.
- 5.3. Except when otherwise stipulated, the information accessible to the Authorised Users through the Service does not constitute binding offers on the part of EFG and any proposed transaction is subject to acceptance by EFG, nor is it to be construed as any representation of conducting business in Singapore by any of its Affiliates.
- 5.4. The Authorised User confirms that the Authorised User is fully aware of the inherent risks associated with the Service, including but not limited to confidentiality, computer viruses, third party access, technical deficiencies (such as but not limited to transmission errors, network overload, interference, interruption of service, maintenance, unauthorised third party access). The Authorised User fully understands and assumes all such risks associated with access to and/or use of the public internet and/or the Service and will hold harmless and indemnify EFG against any loss, damages, costs and expenses (including costs on a full indemnity basis), including but not limited to financial loss,

physical damage and damage caused to the Authorised User's equipment or data stored therein, which may be incurred by the Authorised User in connection with the access and/or use of the public internet and/or the Service, unless the same arises directly from gross negligence, willful misconduct or fraud of EFG.

- 5.5. EFG is not responsible for providing any hardware, software, material, equipment and/or associated tools or components as may be necessary for the access to and/or use of the Service, nor is EFG responsible for ensuring the proper installation or functionality of any such material or equipment.
- 5.6. While EFG shall take all reasonable practicable steps to protect the Service, EFG does not warrant that any information or data accessed and/or downloaded from the Service will be free from viruses, malware and/or other malicious or destructive items which may adversely affect the devices, equipment, hardware and/or software of the Authorised User. It is the responsibility of each Authorised User to install appropriate anti-virus software, personal firewall and keep them updated.
- 5.7. Without prejudice to Clause 7.2, if EFG has any doubt as to the reliability of the security measures of any Authorised User, EFG has the liberty to interrupt, suspend or discontinue the Service without notice and for so long as EFG may consider necessary. EFG will not bear any responsibility for any loss or damage incurred, whether directly or indirectly including (but not limited to) loss of profit or any consequential loss that may result from such interruption.
- 5.8. The servers for the Service and relevant data may be maintained in or outside Singapore and may be hosted by EFG and/or its branches or Affiliates, and connection to and use of the Service will require data transmission and related services provided by third parties who may not be under the control of EFG. The Authorised User is aware that the internet is a public network and is not a completely secure means of communication. While EFG shall take all reasonably practicable steps to protect the Authorised User's information, EFG shall assume no liability for any consequent disclosure of the Authorised User's information unless the same arises directly from gross negligence, willful misconduct or fraud of EFG.
- 5.9. EFG does not warrant that the Service may lawfully be accessed or used from any jurisdiction other than Singapore and the Authorised User should take such advice as may be considered necessary in the light of the Authorised User's individual circumstances. EFG assumes no responsibility for any losses or damage arising in consequence of the Service being accessed from or used in any other jurisdiction.

## 6. Fees

EFG may charge fees for the access to and/or use of the Service at prevailing rates, which it may vary from time to time at its sole and absolute discretion. The Authorised Client and, if applicable, the Authorised Third Party, consent and authorise EFG to debit from the Account all such fees, costs and charges incurred by the Authorised Client and/or the Authorised Third Party which are payable to EFG in connection with the Authorised Client and/or the Authorised Third Party access to and/or use of the Service.

## 7. Blockage of Access or Suspension of Service

- 7.1. Access to and/or use of the Service will be blocked upon 3 consecutive failed attempts to logon to the Service, whether such failed attempt is attributable to an incorrect entry of an Authorised User's username, password, one-time password, or a combination of the foregoing. Access to and/or use of the Service by the Authorised User may only be reinstated through written request of the Authorised User, and subject to any verification checks and/or requests for information as EFG deem necessary

in its sole and absolute discretion.

**7.2.** EFG may also block an Authorised User's access to and/or use of the Service or to otherwise interrupt, suspend, discontinue or terminate in whole or in part, the Service without providing any reason or prior notice, for so long as EFG may consider necessary, provided always that EFG considers it to be necessary in its sole and absolute discretion. EFG assumes no responsibility for any loss, damages, costs and expenses incurred, whether directly or indirectly, including (but not limited to) loss of profit or any consequential loss that may result from such blockage, interruption, suspension, discontinuation or termination of the Service.

## **8. Amendment and Termination of the Service**

**8.1.** EFG may, in its sole and absolute discretion, amend, vary, modify or update these Special Conditions as well as the scope of the Service provided, including revoking or terminating access and/or use of any existing function or service made available as part of the Services or introducing any new function or service. All amendments to these Special Conditions will be communicated to the Authorised Client in writing or by electronic mail not less than 30 days before the date on which they are to take effect. In the absence of written objection by the Authorised Client within 30 days from the date of the notification of the amendment, or if the Service is accessed and/or used by either the Authorised Client or any Authorised Third Party beyond the date on which the amendment takes effect, the Authorised Client and all Authorised Third Parties shall be deemed to have agreed to the amended Special Conditions and, if applicable, any additional terms and conditions governing the use of and/or access to any new functions or services. It is the Authorised Client's sole responsibility to ensure that all Authorised Third Parties are informed of all such amendments, variations, modifications and/or updates to the Special Conditions and the Service.

**8.2.** Both the Authorised Client and EFG have the right at any time to terminate all access to and/use of the Service by the Authorised Client and all Authorised Third Parties authorised by such Authorised Client with immediate effect provided that written notice of such termination is given to the other party.

## **9. Reporting Security Incidents or Complaints**

The Authorised User should report any actual or suspected loss of the Security Token or possible security breach in respect of any Means of Identification or any complaint in regard to the access to, use of or operation of the Service as follows:

Postal mail:

*EFG Bank AG, Singapore Branch  
#07-00. EFG Bank Building  
25 North Bridge Road  
Singapore 179104*

*Attn: eBanking Support Team*

*Telephone Number:  
65-6595 4888*

*Email: eBankingSG.support@efgbank.com*

## **10. Hyperlinks**

For the convenience of the Authorised User, the Service (including the EFG eBanking platform) may contain references or hyperlinks to third party websites or content on the internet owned or operated by third parties ("Third Party Sites"). Access to and/or use of such Third Party Sites is entirely at the Authorised User's own risk and neither EFG nor any of its branches or Affiliates shall be responsible or liable for the availability, content and/or references on these respective Third Party Sites (including but not limited to any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, profanity, inaccuracy or any other objectionable material contained in the

contents therein), or for any consequences of accessing such Third Party Sites. Inclusion on the Service (including the EFG eBanking platform) of any such references or hyperlinks to Third Party Sites shall not be deemed to be an endorsement, recommendation, approval, guarantee or introduction of any third parties or of any service/products or content on these Third Party Sites. EFG and its branches or Affiliates shall not in any circumstances be deemed to be a party to any contractual arrangements, in whatsoever form, entered into between the Authorised User and the providers and/or affiliates of any Third Party Sites unless otherwise expressly agreed to by EFG.

## **11. Data Privacy**

**11.1.** The Authorised User agrees and consents to the collection, use and disclosure of his/her personal data (as defined under the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore) for the purposes of making the Service (and all electronic functions and services comprised therein) available, and for all other purposes as set out in Clause 40 of the General Conditions.

**11.2.** Without prejudice to the generality of Clause 40 of the General Conditions, the Authorised User confirms that any personal data in relation to the Authorised User collected by or in the possession of EFG in connection with the Service may be transferred and stored on its servers outside Singapore in order to provide the Service and acknowledges that it will not be possible to provide such Service without transferring the relative data out of Singapore.

## **12. Paperless Correspondence Service**

**12.1.** Where the Authorised Client subscribes for Paperless Correspondence Service, the Authorised Client requests and authorises EFG to issue to the Authorised Client advices/contract notes, statements, regular reports such as portfolio valuation reports and the like, including communications/notifications from EFG or from third party (ies) relating to the Account including any margin calls or demands for payment (collectively "Advices & Statements") in electronic form (collectively "eDocuments"), which may be accessed by the Authorised Client and, if applicable the Authorised Third Parties, through the Service. By successfully subscribing for Paperless Correspondence Service, the Authorised Client agrees not to receive Advices & Statements in paper form and further agrees that eDocuments accessible through the Service shall for all purposes be treated as if they were physical documents duly delivered in accordance with point 12.7 below.

**12.2.** The Authorised Client represents and warrants to EFG that he/she is an accredited investor for the purposes of the Securities and Futures Act (Cap. 289) and hereby requests EFG not to provide him/her with periodic statements of account (as referred to in regulation 40 of the Securities and Futures (Licensing and Conduct of Business) Regulations).

**12.3.** The Authorised Client may request physical copies of eDocuments, subject to EFG's sole and absolute discretion and upon payment of such fees as EFG may determine from time to time.

**12.4.** EFG reserves the right to send notifications to the Authorised Clients who have subscribed to Paperless Correspondence Service by SMS or Email, at our discretion, upon issuance of the eDocuments via the Service.

**12.5.** An Authorised Client subscribed to Paperless Correspondence Service is required to register his/her Email address and/or mobile telephone number and warrant its validity and keep EFG updated of any updates, amendments or changes to such particulars. It is the obligation of the Authorised Client to frequently check his /her Email and/or mobile for eDocuments notifications and the Authorised Client is advised not to enable SMS forwarding which may possibly cause notifications to

remain undelivered.

**12.6.** EFG may, but is not obliged to, re-send any notifications, at our discretion, if we believe the initial delivery of the notification may have failed for any reason. EFG shall not in any event be under any duty to monitor or guarantee delivery of any notification nor shall we have any obligation to re-send any notification which may have failed for any reason beyond EFG's control.

**12.7.** All eDocuments made available via the Service shall be deemed to be delivered to the Authorised Client at the time they are made available for access by the Authorised Client via the Service. Irrespective of any notifications sent by EFG from time to time, the Authorised Client is advised to regularly logon to the Service to check for new eDocuments and to save all eDocuments locally for further reference. All eDocuments will only be made available for a limited period as determined by EFG from time to time, whether or not the Authorised Client has reviewed and/or downloaded them.

**12.8.** The Authorised Client agrees to read and verify all eDocuments promptly and advise EFG as soon as possible of any suspected errors, discrepancies, unauthorised transactions or other irregularities arising from whatever cause, including suspicious entries and/or any other concerns. The time limits for reporting suspected errors or discrepancies stipulated under Clause 3 in the General Conditions shall apply to eDocuments and shall run from the date upon which they are deemed to be delivered to the Authorised Client under Clause 12.7 above.

**12.9.** The Authorised Client agrees that eDocuments shall be conclusive evidence binding on all Authorised Clients and, if applicable, all Authorised Third Parties, irrespective of whether such eDocuments have been reviewed by the Authorised Client and/or if applicable, the Authorised Third Party, and in the event of dispute, EFG's version of each eDocument shall be the relevant document on record except in the case of manifest error.

**12.10.** Without prejudice to Clause 5.5, the Authorised Client remains solely responsible for ensuring that he/she has equipped and/or acquired the internet connection, hardware, software and associated tools and/or components as may be necessary to access, retrieve, open, read, review, download and save eDocuments and EFG shall have no liability nor assume any responsibility for any costs in this respect. All risks arising from or in connection with the use of the public internet and/or access and/or use the Service shall be borne solely by the Authorised User.

**12.11.** Where applicable, by subscribing to Paperless Correspondence Service, any Authorised Client on hold mail service shall be deemed to have served notice of termination of the hold mail service.

### **13. Account Aggregation Service**

**13.1.** Aggregation refers to a consolidated view connecting the Authorised Client's accounts and/or portfolios opened with EFG and its branches or Affiliates in other countries/locations. Aggregation may be provided at EFG's sole and absolute discretion and may be subject to approval in the relevant jurisdictions. EFG reserves the absolute right to review and determine the scope and availability of Aggregation from time to time.

**13.2.** The provision of Aggregation is subject to applicable rules and restrictions in Singapore and elsewhere, and may differ according to the Authorised Client. EFG's determination as to availability of Aggregation and any applicable restrictions on Aggregation service shall be final.

**13.3.** EFG offers Aggregation to the Authorised Client and, if applicable, the Authorised Third Parties, for convenience only and in reliance on data provided by other branches and Affiliates of EFG. EFG cannot guarantee the accuracy, timeliness or

completeness of data presented under Aggregation.

**13.4.** The Authorised Client is required to register, and the Authorised Third party must have been authorised by the relevant Authorised Client, for the access to and/or use of Aggregation in accordance with Clause 1.1. The Authorised Client must also be a registered eBanking client of the respective EFG branches or Affiliates in order for the Authorised Client's accounts and/or portfolios in those jurisdictions to be included in Aggregation. The Authorised Client and/or, if applicable, the Authorised Third Party, may withdraw from Aggregation at any time by writing to EFG as follows:

Postal mail:

*EFG Bank AG, Singapore Branch  
#07-00. EFG Bank Building  
25 North Bridge Road  
Singapore 179104*

*Attn: SGP EFG Bank Support Team*

*Telephone Number:*

*65-6595 4888*

*Email: AttnSGP@efgbank.com*

**13.5.** By subscribing to Aggregation, the Authorised Client and, if applicable, the Authorised Third Party, acknowledges and agrees that the employees, authorised contractors and agents, regulators, auditors, third party service providers, legal advisers and other persons of EFG and the branches or Affiliates may have access to the information relating to the Authorised Client's accounts and/or portfolios and to the Authorised Client and, if applicable, the Authorised Third Party as may reasonably be required to provide Aggregation, investigate complaints and comply with applicable laws, regulations and/or codes.

**13.6.** The Authorised Client and, if applicable, the Authorised Third Party, agrees that EFG may access and link the Authorised Client's accounts and/or portfolios held in any country to be aggregated by accessing and linking on the Authorised Client's behalf in accordance with the relevant laws and regulations, and to retrieve the information relating to the Authorised Client's accounts and/or portfolios, the Authorised Client and, if applicable, the Authorised Third Party, and to use and hold such information in EFG's servers for the purpose of providing Aggregation, investigating complaints and complying with applicable laws, regulations and/or codes. In case of any concerns, the Authorised Client and, if applicable, the Authorised Third Party, is advised to seek guidance on this from his/her tax and/or legal advisers.

**13.7.** By subscribing to Aggregation, the Authorised Client and, if applicable, the Authorised Third Party, agrees and undertakes to promptly comply with any instructions EFG may notify to the Authorised Client and, if applicable, the Authorised Third Party, at any time in connection with the access to and/or use of Aggregation and/or the security of the Service. In the event that he/she fails to do so, EFG may terminate Aggregation at any time without prior notice to the Authorised Client and/or the Authorised Third Party and without liability for any loss or expense which may thereby be caused.

**13.8.** Although Aggregation provides a consolidated view of the Authorised Client's accounts and portfolios, it will not affect the responsibility of EFG and its branches or Affiliates to separately provide transaction confirmations and statements or other information in accordance with the prevailing agreements between the Authorised Client and the relative business entity and the laws, regulations and local practices governing the respective accounts and/or portfolios. The Authorised Client and, if applicable, the Authorised Third Party, also acknowledges that the EFG branches or Affiliates included in

Aggregation thereof do not carry out any business in Singapore.

**14. E-Payment Service**

- 14.1.** If an Authorised Client has registered for the e-Payment Service, the Authorised Client may log on to the Service to carry out transactions on the Account and the provisions of Clauses 3 and 14 of these Special Conditions shall apply to all such transactions.
- 14.2.** The transactions which an Authorised Client will be able to carry out on the Account include but are not limited to instructing EFG to pay money to another account which the Authorised Client holds with EFG, or to pay money to a third party, whether or not such third party holds an account with EFG.
- 14.3.** EFG shall be entitled to effect any payment and to require the Authorised Client to effect any payment in any currency as EFG may prescribe. Where a conversion of one currency into another currency is required, such conversion shall be effected at the rate determined by EFG to be prevailing in the relevant foreign exchange market at the relevant time, such determination will be conclusive and binding upon the Authorised Client.
- 14.4.** Information relating to any account or transaction made available by EFG on the Service or the EFG eBanking platform is conclusive and binding upon the Authorised User unless the Authorised Client informs EFG promptly in writing and in any event within fourteen (14) days from the date of any such confirmation or advice, and within ninety (90) days from the date of such statements of account, of any discrepancies, omissions, incorrect or inaccurate entries in line with Section 3 of the General Conditions.