



TERMS AND CONDITIONS FOR THE PROVISION OF UOB SALARY CREDIT SERVICE (THROUGH ELECTRONIC INTERBANK GIRO FILE SUBMISSION VIA ONLINE SERVICE PROVIDER)

The use of the Service (as defined hereunder) is subject to the following terms and conditions as may be modified by UOB from time to time.

1. **Definitions**

The terms used in this Agreement shall have the following meanings:

- **Application Form**
The application form for the Service.
- **Business Day**
Means UOB's normal banking hours:

Monday to Friday : 0930 – 1500 hrs
Saturday : 0930 – 1130 hrs

Closed on Public Holidays and Sundays.
- **Electronic Payment File**
Electronic data file containing your employees' particulars and salaries/payments to employees to be processed through UOB.
- **Online Service Provider**
Third party service provider that has established an online link with UOB for the purpose of submitting your Electronic Salary File to UOB on your behalf. UOB reserves the right to amend the list of Online Service Providers from time to time.
- **Originating Account(s)**
The SGD current account(s) maintained with UOB that You have designated for the purpose of the Service in the Application Form.
- **Nominated Online Service Provider**
For the purpose of this Agreement, the Online Service Provider is: HR21 Singapore Pte Limited.
- **Service**
UOB Salary Credit Service (Through Electronic Interbank Giro File submission via the Nominated Online Service Provider) which excludes the services provided by the Nominated Online Service Provider or any other service provider.
- **Service Charges**
The service charges payable for the Service as specified in Clause 8.

- UOB
United Overseas Bank Ltd.
- Value Date
Such date (which must be a Business Day) as determined by You and specified in the Electronic Payment File on which day the Electronic Payment File is normally processed by UOB after the close of the Business Day. For the avoidance of doubt, the date when employees can withdraw their salaries (i.e. pay day) will be the day after the Value Date.

2. **Nominated Online Service Provider**

- 2.1 In order to use the Service, You have to sign up with the relevant Nominated Online Service Provider for its applicable services upon its standard terms and conditions.
- 2.2 You agree and acknowledge that the service arrangement between You and the Nominated Online Service Provider is entirely your responsibility. The fact that HR21 Singapore Pte Limited is the Nominated Service Provider shall not be construed as imputing merits on the service provider or any endorsement being made by UOB.
- 2.3 You shall submit the Application Form through the Nominated Online Service Provider.

3. **Delivery of Electronic Payment File to UOB in order to debit Your Originating Account(s) for the purpose of the Service**

- 3.1 You hereby mandate UOB to debit the Originating Account(s) for the purposes of the Service when the Nominated Online Service Provider has transmitted the Electronic Payment File to UOB.
- 3.2 In order for UOB to meet the Value Date, You are to ensure that the Nominated Online Service Provider delivers the Electronic Payment File to UOB by the times stipulated in Schedule 1 of this Agreement which may be modified by UOB from time to time. The Electronic Payment File shall be in accordance with the format prescribed by UOB from time to time.
- 3.3 You acknowledge and agree that:
 - 3.3.1 UOB is entitled to rely on:
 - (a) the Electronic Payment File transmitted by the Nominated Online Service Provider to UOB as sufficient mandate to proceed with the debit of the Originating Account(s);
 - (b) any and all instructions, data, information and documentation provided by You (or purportedly from You whether You have expressly authorised the same or not) and act in accordance with such instructions, data, information and documentation received and UOB shall be under no obligation nor liability to investigate the authenticity, accuracy, completeness or integrity of

the Electronic Payment File, instructions, data, information and documentation provided by You or the authority of the person transmitting and/or effecting the same and may treat such Electronic Payment File, instructions, data, information and documentation received as valid and binding on You notwithstanding any error, fraud, forgery, lack of clarity, lack of authority or misunderstanding;

- 3.3.2 any instructions from You relating to the Service shall be in the form of the Electronic Payment File which supersedes any and all other prior mandates or instructions relating to the Originating Account(s) but strictly only insofar as the aforesaid relate to the Service. For avoidance of doubt, the prior mandates or instructions shall continue to apply in respect of the Originating Account(s) with regards to other UOB services;
- 3.3.3 You are solely responsible for ensuring the authenticity, accuracy and completeness of any Electronic Payment File You transmit to the Nominated Online Service Provider as well as any and all instructions, data, information and documentation received by UOB, and UOB is not responsible for any and all consequences caused by or in connection with the inauthenticity, inaccuracy or incompleteness of the Electronic Payment File, instructions, data, information and documentation received;
- 3.3.4 it is your responsibility to check if the Electronic Payment File has been processed by UOB;
- 3.3.5 You will pay the Service Charges imposed by UOB for the provision of the Service;
- 3.3.6 You shall maintain sufficient funds in the Originating Account(s) for the purpose of this Service at least one (1) clear Business Day before the Value Date. No partial payment will be allowed as UOB will reject the entire Electronic Payment File due to insufficient funds.
- 3.3.7 UOB is under no obligation to process any Electronic Payment File, instructions, data, information and documentation received and may reject the same without liability whatsoever if:
 - (a) the Electronic Payment File, instructions, data, information and documentation appear to UOB to be inaccurate, incomplete, garbled or corrupted; or
 - (b) the funds in the Originating Account(s) are insufficient or processing the Electronic Payment File will exceed the credit facilities granted to You; or
 - (c) the funds in the Originating Account(s) are insufficient or exceeds the credit facilities granted to You to meet future dated payments; or
 - (d) the funds in the Originating Account(s) are insufficient to pay for any fees, costs, charges, expenses and interest that may be imposed by UOB from time to time for the use of the Service; or

- (e) the Originating Account(s) is frozen or if it is closed, a new account with UOB has not been opened or selected and designated as the Originating Account(s); or
- (f) the execution of the Electronic Payment File, instructions, data, information and documentation will cause the balance in the Originating Account(s) to exceed the relevant credit limit or go into deficit; or
- (g) UOB knows or has reason to believe that a breach of security, fraud, criminal act, offence or violation of any law or regulation has been or will be committed.

3.3.8 UOB shall be entitled at its absolute discretion and without liability, to determine whether to execute the Electronic Payment File, instructions, data, information and documentation and if so, whether in whole or in part; and

3.3.9 the Electronic Payment File, instructions, data, information and documentation will be processed by UOB in the normal course of business and UOB does not warrant that any Electronic Payment File, instructions, data, information and documentation will be executed within any particular time frame or in any particular order.

4. **Cancellation of Processing Order/Stop Payment of Salaries**

4.1 UOB is not obliged to execute any stop processing order or stop payment instruction once the Electronic Payment File is transmitted, on your behalf, from the Nominated Online Service Provider to UOB.

4.2 You are advised to check all entries that are being made at the Nominated Online Service Provider, and to rectify any errors before the latter transmits the Electronic Payment File to UOB.

5. **Warranties**

5.1 You warrant and undertake that:

5.1.1 any and all instructions, data, information and documentation provided by You (or purportedly from You whether You have expressly authorised the same or not) in relation to the Service are true, authentic, accurate, complete and up-to-date;

5.1.2 You will promptly provide such other information and documentation as UOB may from time to time reasonably request for the purposes of providing the Service;

5.1.3 You will maintain sufficient funds in the Originating Account(s) to complete the transaction performed under the Service as required under Clause 3.3.6 above;

5.1.4 You will not upload or distribute any files that contain viruses, worms, corrupted files or any other similar computer program that may adversely affect the operational performance of another computer;

- 5.1.5 You will not use the Service for any illegal purpose;
- 5.1.6 You will not, and shall not attempt to decompile, reverse-engineer, translate, covert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the Service or any software comprised therein; and
- 5.1.7 You have obtained all necessary consents from your employees for any transfer or release of their personal data to UOB in order for UOB to provide the Service.

6. **Limitation of Liability**

- 6.1 UOB is not liable to You for any loss or damage whatsoever and howsoever caused whether or not arising from or in connection with the Service, including direct, indirect, consequential or special loss, and including but not limited to the following:
 - 6.1.1 any loss arising from or in connection with the inauthenticity, inaccuracy or incompleteness of any Electronic Payment File, instructions, data, information and documentation provided by You (or purportedly from You whether You have expressly authorised the same or not) including without limitation, facsimile instructions which UOB may in its sole discretion accept or decline without incurring any liability;
 - 6.1.2 any delay in acting on any instruction, data and documentation or Electronic Payment File or any failure to do so as a result of any of the aforesaid being unclear, garbled, inaccurate or incomplete or if You fail to submit the same by the time stipulated in this Agreement;
 - 6.1.3 any delay or failure to execute any stop processing order or stop payment instruction once the Electronic Payment File is transmitted, on your behalf, from the Nominated Online Service Provider to UOB pursuant to Clause 4 above.
 - 6.1.4 any delay in payment, delivery or non-delivery of any instructions or erroneous delivery, non-delivery or inability to access any part of the Service, including any delay caused by third parties;
 - 6.1.5 any loss associated with systems failures, processing errors, software defects, operating mistakes, hardware breakdowns, capacity inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks, hacking incidents, fraudulent actions and inadequate recovery capabilities which arise despite UOB's reasonable efforts; and
 - 6.1.6 The Service is provided on an "as is" and "as available" basis without warranties of any kind, either expressed or implied, statutory or otherwise. UOB makes no representations about the character, quality, promptness or the performance of the Service or the accuracy or completeness of the information and materials available thereon.

6.1.7 In the event that UOB is held liable hereunder, its entire liability towards You shall not under any circumstances exceed all the Services Charges that you have previously paid to UOB for the provision of the Service subject to a maximum of all the Service Charges that you have paid to UOB in the preceding six (6) months.

7. **Indemnity**

7.1 You agree and undertake to indemnify and keep UOB, its directors, employees, nominees and agents fully and effectively indemnified against all actions, liabilities, costs, claims, losses, damages, proceedings and/or expenses (including all legal costs, on a full indemnity basis) suffered or incurred by UOB including but not limited to, in connection with or arising from:

7.1.1 your use, misuse and/or access of the Service (in whole or in part);

7.1.2 any and all instructions and data (including the Electronic Payment Files) transmitted through the Nominated Online Service Provider to UOB;

7.1.3 any and all instructions, data, information and documentation including but not limited, to facsimile instructions provided by You (or purportedly from You whether You have expressly authorised the same or not);

7.1.4 the lack of the funds in the Originating Account(s) or the execution of the Electronic Payment File causing the balance in the Originating Account(s) to exceed the relevant credit limit or go into deficit;

7.1.5 the recovery of or attempt to recover from You any monies due to UOB under this Agreement or the enforcement of any terms of this Agreement; and

7.1.6 any breach or non-observance of any of the terms and conditions or warranties of this Agreement by You.

7.2 Without prejudice to the generality of the foregoing, You agree that UOB may at its discretion at any time and from time to time, to set-off any money (including time deposits having matured or not) belonging to You or to debit against You in any account (whether in debit or credit) which You may now or hereafter have with UOB or any of UOB's branches in Singapore or elsewhere, any sum or sums of money for which You may be liable to UOB hereunder.

8. **Service Charges**

Charges payable for your use of this Service are specified in Schedule 2. The charges will be debited from your Originating Account(s) upon processing. The charges are subject to UOB's review from time to time.

9. **Availability Of the Service**

The provision of the Service is subject to our review from time to time and to subsequent changes at UOB's discretion by written notification to You. This Agreement may be terminated by You upon one (1) month's written notice of intended termination to UOB and UOB shall be entitled to terminate the Agreement at any time without prior notice or liability to You.

10. **Evidence**

10.1 You agree not to dispute the validity, accuracy or authenticity of any evidence of the Electronic Payment Files, instructions and communications transmitted electronically to UOB, including such evidence in the form of UOB's computer records of transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of information storage.

10.2 You also agree to refer to and to treat all such records or files, logs, tapes, cartridges, computer printouts, copies or other form of information storage retained by UOB as conclusive evidence of all Electronic Payment Files, instructions and other communications received or sent by UOB.

11. **Amendments**

UOB may revise these terms and conditions and/or introduce additional terms and conditions at any time and from time to time. Any revision and/or addition to these terms and conditions shall become effective subject to UOB's notice which may be given to You by posting it on UOB's website(s) or by display, advertisement or other means as UOB thinks fit, and shall be binding on You if You continue to use the Service on or after the effective date of variation.

12. **Governing Law and Jurisdiction**

This Agreement shall be interpreted and governed by the laws of the Republic of Singapore and You agree to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

SCHEDULE 1

Timings for submission of the Electronic Payment File by the Nominated Online Service Provider

1. The Electronic Payment File must be delivered by the prescribed means to UOB at least one (1) Business Day before the Value Date and no later than 1030 hrs except when the Business Day before the Value Date falls on a Saturday.
2. In the event that the Business Day before the Value Date falls on a Saturday, the Electronic Payment File must be delivered to UOB at least two (2) Business Days before the Value Date and no later than 1700 hrs.

SCHEDULE 2

Charges

Your use of the Service is subject to the payment of S\$0.40 per item.