

**HL BANK STANDARD TERMS AND CONDITIONS**  
**GOVERNING REVOLVING CREDIT FACILITY (LINE OF CREDIT)**

**1. Interpretation**

1.1 In these Standard Terms and Conditions Governing Revolving Credit Facility (Line of Credit) (hereinafter these “**Terms**”), unless the context otherwise requires:

- (a) “Account” means the account or accounts maintained by the Customer with the Bank in respect of the Facility, as may be re-designated, replaced or substituted by the Bank from time to time;
- (b) “Credit Limit” means refers to the limit of the Facility approved and prescribed by the Bank from time to time for use;
- (c) “Bank” means HL Bank (Singapore) (UEN S56FC1182L) and shall include its successors and assigns, agents and representatives;
- (d) “Customer” means the holder or holders of the Facility or the Account and shall include such holders’ or persons’ respective personal representatives and successors in title;
- (e) “Electronic Statement” means any Statement of Account provided by the Bank in an electronic or digital format or through an electronic or digital medium or platform;
- (f) “Electronic Systems” means any and all methods or platforms of communication between the Bank and the Customer involving telephone, sms, mms, facsimile, electronic mail, social media or any form of electronic messaging or data transmission system, and includes the platforms and mediums provided by the Bank;
- (g) “Excess Sum” refers to the amounts drawn from the Account and/or the Facility which exceeds the Credit Limit;
- (h) “Facility” means the line of credit and/or banking, credit and loan facilities utilised by the Customer under these Terms;
- (i) “HL Bank Connect” means the internet banking services provided by the Bank to the Customer to enable the Customer to perform online banking transactions and includes any online services as may be supplemented, varied or withdrawn by the Bank at any time and from time to time;
- (j) “Minimum Payment Amount” in relation to any Statement of Account means the minimum amount which the Customer is required to pay by the Payment Due Date specified in that Statement of Account, and may include any fees and interest charges, and revolving Outstanding Balances;
- (k) “Outstanding Balance” means the total sum owed from the Customer to the Bank at any given time in respect of the Facility and includes without limitation any and all sums due and payable by the Customer in respect of by Transaction, any Excess Sum and all interest, fees, charges, costs and expenses, actual and contingent (whether or not exceeding the Credit Limit);
- (l) “Payment Due Date” means the date given in the Statement of Account by which the Customer must make a payment;
- (m) “PDPA” means the Personal Data Protection Act 2012, as amended or replaced from time to time;
- (n) “S\$” shall mean the lawful currency of Singapore;
- (o) “Statement of Account” means the monthly or periodic statement generated by the Bank showing the amount due to the Bank in respect of the Facility or the Account; and
- (p) “Transaction” means any type of transaction relating to or effected by using the Facility or on the Account or any products or services relating thereto.

- 1.2 Words importing the masculine, feminine or neuter include the other genders.
- 1.3 Words in the singular include the plural and words in the plural include the singular.
- 1.4 The word “person” includes any company, firm, government, or association or body of persons, corporate or non-incorporate state or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing.
- 1.5 Clause headings in these Terms are for ease of reference only and shall not affect construction thereof.
- 1.6 References to times of day shall unless otherwise stated be references to Singapore time.
- 1.7 A reference to a business day means a day on which the Bank is open for business excluding Saturdays, Sundays and public holidays.
- 1.8 References to a day, month or year shall unless otherwise stated be construed by reference to the Gregorian calendar.
- 1.9 Any reference to any statute or legislation shall be deemed a reference to such statute or legislation as amended from time to time or to a newly adopted statute or legislation replacing a repealed statute or legislation and be deemed to include any subsidiary legislation made thereunder.

## **2. Credit Limit**

- 2.1 The Credit Limit for the Facility shall be of such sum as may be approved and notified by the Bank to the Customer from time to time, subject to prevailing legislation, rules, regulations and directives imposed or issued by the authorities.
- 2.2 Subject to applicable law, the Bank may from time to time increase the Credit Limit. Any such increase in the Credit Limit shall be notified by the Bank to the Customer and shall be deemed to be accepted by the Customer unless the Bank shall be in receipt of a written notice of objection within 7 days of the Bank’s notice as aforesaid.
- 2.3 The Outstanding Balance must not exceed the Credit Limit. In the event the Credit Limit is exceeded for any reason, with or without the Bank’s prior consent, the Customer must immediately pay the Excess Sum without demand.
- 2.4 The Bank may at its sole and absolute discretion impose an aggregate limit on Transactions during any period or interval as determined by the Bank from time to time.

## **3. Right of Review**

- 3.1 Notwithstanding anything in these Terms, the Facility is subject to ongoing review by the Bank from time to time. The Bank may at its sole and absolute discretion:
  - (a) reduce, cancel, modify or otherwise vary the Credit Limit;

- (b) suspend, revise, restructure or convert the Facility to such other type of facility on such terms and conditions determined by the Bank; and/or
- (c) require the Customer to perform or refrain from performing such acts to comply with such terms and conditions imposed by the Bank from time to time.

3.2 The Bank may reject, delay, suspend or withhold any Transaction at any time for review or verification at its sole and absolute discretion without giving any reason or explanation where it suspects or is of the opinion such may be a breach of law or regulation without any liability to the Customer, but nothing herein shall be taken to impose on the Bank any obligation to verify or review any Transaction.

#### **4. Conditions Precedent**

The Bank may in its sole and absolute discretion grant or continue to grant the Facility, subject to the fulfilment and/or continued fulfilment of the following:

- (a) the Customer opens the Account with the Bank and the Account remains open and active at all times;
- (b) all documents, legal or otherwise, as may be required by the Bank must be in order and where applicable, duly completed and signed to the satisfaction of the Bank and all such documents must be legally enforceable in all respects;
- (c) all documentary proof as may be required by the Bank must have been duly furnished;
- (d) there are no circumstances which in the opinion of the Bank would adversely affect the Bank's ability decision or willingness to grant or continue to grant the Facility to the Customer; and
- (e) all other conditions precedent as the Bank may require or impose have been fulfilled to the satisfaction of the Bank or otherwise have been duly complied with.

#### **5. Manner of Access**

Unless otherwise prescribed by the Bank at its sole and absolute discretion, the Customer may drawdown on the Facility via internet banking (HL Bank Connect) and/or utilising any products and services which may be made available from the Bank to the Customer from time to time.

#### **6. Statement of Account**

6.1 A Statement of Account will be sent to the Customer on a monthly basis or at any other interval that the Bank may determine from time to time.

6.2 Where the Account is inactive, a Statement of Account may not be sent to the Customer for the period which the Account is inactive.

6.3 In the case of an Electronic Statement, the Customer agrees that:

- (a) the availability of the Electronic Statement on statement date as determined by the Bank shall be deemed the date of delivery of the Statement of Account to the Customer;
- (b) the Bank shall not be liable for any delay in the Customer viewing the Electronic Statement due to system or network maintenance or otherwise due to causes beyond the Bank's control; and

- (c) the Customer agrees to be bound by and subject to the Bank's terms and conditions relating to the Bank's online banking services as prescribed and revised from time to time, including without limitation the Bank's Terms & Conditions For HL Bank Connect Internet Banking Services as supplemented, substituted, revised or modified from time to time.

6.4 Where any past or previous Statements of Account are requested for by the Customer, such requests shall be subject to the availability of the requested Statements of Accounts. An additional charge of such amount as determined by the Bank at its sole and absolute discretion may be payable for such requests.

## **7. Payment**

- 7.1 The Bank is entitled to charge the Account with the amount of every Transaction made or effected, whether by the Customer or any other person (whether with or without the Customer's knowledge or authority).
- 7.2 The Customer authorises the Bank to debit and deduct from the Account or any account for repayment all sums payable in respect of the Facility whether such accounts are in credit or debit or otherwise in consequence thereof becomes overdrawn.
- 7.3 The Customer shall make all payments under or in respect of the Facility as stated in the relevant Statement of Account or as required by the Bank by the Payment Due Date. In the case of payments by cheque, payment shall be made not later than 3:30 p.m. Singapore time on the Payment Due Date and, in the case of payments in cash at the Bank's branches, during the Bank's operating hours on the Payment Due Date.
- 7.4 If any payment becomes due on a day which is not a business day, the due date of such payment will be extended to the next business day unless such business day is in a new calendar month in which case such payment shall be made on the immediately preceding business day.
- 7.5 All payments to be made to the Bank must be in the currency in which the drawing of the Facility was advanced and unless otherwise specified by the Bank, shall be in Singapore Dollars.
- 7.6 The Customer shall make all payments in such manner as specified by the Bank. Where any method of payment is prescribed or approved by the Bank, the Customer alone shall bear the risk of making payment by such a method, be it by post, cheque or otherwise.
- 7.7 The Bank may require the Customer to open a separate account for the purposes of facilitating repayment and the Customer agrees to open and maintain with the Bank such account for the duration of the Facility. The opening, maintenance and operations of the Account and any accounts for repayment will be subject to such charges and fees as the Bank prescribes at its sole discretion from time to time.
- 7.8 Any Excess Sum may be reported by the Bank to such applicable regulatory or governmental bodies, agencies and/or authorities in such manner and form as required or permissible under law.

**8. Minimum Payment**

- 8.1 The Customer is required to pay the Minimum Payment Amount on or before the Payment Due Date.
- 8.2 The Minimum Payment Amount shall be: (i) the outstanding amount reflected in the Statement of Account in the event the Outstanding amount reflected in the Statement of Account is less than S\$30.00; or (ii) the sum of S\$30.00 or 3% of the outstanding amount reflected in the Statement of Account, whichever is higher, in the event the outstanding amount reflected in the Statement of Account is S\$30.00 or higher; or (iii) such other minimum payment amount as the Bank may determine and notify the Customer by way of the Statement of Account, which may include any amounts that are due but not paid, any amounts used in excess of the Credit Limit, any interest, charges and/or fees which are payable immediately.
- 8.3 Notwithstanding anything stated herein, time of payment is of essence and in the event the Customer fails to pay any amount due to the Bank on time, the Bank can suspend and/or terminate the facility immediately without reference to the Customer.

**9. Interest, Fees and Charges**

- 9.1 Interest shall accrue from day to day on the daily debit balances and all other amounts outstanding under the Facility on a 365-day year basis at such rates of interest as the Bank may notify the Customer from time to time.
- 9.2 In addition to all other sums owing under the Facility, the Customer shall pay to the Bank all charges and/or fees (including without limitation, annual, over limit and late fees) in respect of Facility and the Account as prescribed by the Bank from time to time and/or interest at such rates of interest prescribed by the Bank at its sole and absolute discretion, including without limitation all charges, fees and interest relating to the following:
- (a) any Transaction from the date of the Transaction until the next Statement of Account date or the earlier date when payment is credited to the Account;
  - (b) on any Outstanding Balance in the following manner:
    - (i) in the case of a partial payment made prior to the next Statement of Account date, on the remaining Outstanding Balance after deducting the partial payment, from the date the partial payment is credited to the Account until the next Statement of Account date; and
    - (ii) in the case of a series of partial payments, for each period from the date the first partial payment date is credited to the Account until the next partial payment date is credited to the Account or the next Statement of Account date, whichever is earlier, on the remaining Outstanding Balance after deducting the respective partial payments which have been credited to the Account;
  - (c) any instructions to stop payment;
  - (d) any Excess Sum; and
  - (e) the provision, administration and operation of or any dealing relating to the Facility and the Account.

- 9.3 An annual fee of such amount as determined by the Bank at its sole and absolute discretion from time to time such be payable in respect of the Facility.
- 9.4 An over limit fee as determined by the Bank at its sole and absolute discretion shall be charged for any occasion where the Credit Limit is exceeded.
- 9.5 Interest accrued under the Facility will be capitalised and debited from the Account at the end of each calendar month or on such other day or days that the Bank determines. A minimum interest of such amounts as the Bank may from time to time determine will be levied and debited from the Account each month if the Account has a debit balance at any time within a calendar month.
- 9.6 Interest on the Excess Sum shall be payable at such rates as may be determined by the Bank from time to time at its sole and absolute discretion.
- 9.7 No interest will be payable on any credit balance in the Account unless otherwise agreed to in writing by the Bank.
- 9.8 If the Minimum Payment Amount or any other amounts due hereunder is not received by the Bank on or before its due date of payment:
- (a) the rate of interest payable by the Customer in respect of the Minimum Payment Amount and/or overdue amounts shall be adjusted to a rate of interest determined by the Bank at its sole and absolute discretion with monthly rests or such other basis determined by the Bank at its sole and absolute discretion; and
  - (b) the Customer shall pay late payment charges of such amount as may be determined by the Bank at its sole and absolute discretion, from the due date or date of demand by the Bank until the date the Bank receives the actual payment (after as well as before demand or judgment).
- 9.9 A minimum interest charge and/or minimum payment amount as the Bank may from time to time determine will be levied and debited from the Account if the Account has a debit balance at any time within a calendar month. Interest is subject to compounding if the interest payable is not repaid in full.
- 9.10 For the avoidance of any doubt, interest due under the Account, the Facility and these Terms (including but not limited to interest on Excess Sum, overdue Minimum Payment Amount and all other sums remaining unpaid on demand) shall accrue on a day to day basis and shall be payable as well after as before judgment at the prevailing interest rate applicable to the Facility and/or applicable to any overdue sum or Excess Sum (as the case may be) or such other rates of interest as the Bank may determine from time to time from the due date, date of demand or recall whichever is the earlier, up to and including the date the Bank receives the actual payment.
- 9.11 The Bank shall be entitled at its sole discretion to determine or vary the rates and basis of calculation of interest payable by the Customer under these Terms without notice and without giving any reason, and the same shall be payable by the Customer on demand or at such time as the Bank may deem fit. The Bank may at any time at its sole discretion and upon written notice to the Customer, change the amount of any charges or fees (including late fees) payable by the Customer which shall take effect on such date of publication or such date as stated in the Bank's notification to the Customer.

**10. Prohibited Use**

- 10.1 The Customer shall not use the Facility to pay any monies owing under the Facility, any sum owing pursuant to these Terms or any monies owing from the Customer to the Bank in respect of any facilities, credit lines or cards or other loans, advances, credit and banking facilities granted by the Bank.
- 10.2 The Customer shall not use the Facility and any products and services relating thereto in any manner or for any purpose which may amount to a breach or contravention of any law or regulation.

**11. Joint Account**

- 11.1 Unless otherwise permitted by the Bank, no single Account shall be converted to a joint Account. In the event the Bank permits a conversion, the Account and such conversion shall be subject to such conditions as the Bank may impose, including without limitation the provision of such documents relating to the new joint account holder and the payment of such fees and charges the Bank requires.
- 11.2 Upon any conversion from a single Account to a joint Account, both holders agree to be jointly and severally liable for all monies owing to the Bank under the Account and the Facility, including for any outstanding monies or any part thereof incurred or owing before the date of such conversion.
- 11.3 Where any Account which is a joint Account:
- (a) all obligations and liabilities of the Account holders in connection with the Account and the Facility shall be joint and several and all representations, warranties, covenants, provisions, terms and conditions deemed to be made by and binding on all of them and their respective personal representatives and successors in title accordingly;
  - (b) all notices and communications sent or given by the Bank to any one of the Account holders shall be deemed to be sent or given to all Account holders;
  - (c) each Account holder shall be separately and independently entitled to exercise all rights relating to the Account and the Facility including to open, operate and close the Account;
  - (d) all instructions given by any of the Account holders or by any third party authorised by such Account holder to operate the joint Account shall be binding on all Account holders, provided always that if the instructions given are considered by the Bank to be contradictory or ambiguous the Bank shall be entitled in its sole and absolute discretion to decide whether or not to act on them or to obtain clarifications from the Account holders; and
  - (e) the joint Account and the Facility may be terminated by any one of the Account holders acting in accordance with these Terms.

**12. Joint and Several Liability**

Without limitation to anything in Clause 11, if the Customer comprises of two or more persons:

- (a) the liability and obligations of each of the persons are joint and several;
- (b) each of the persons shall be bound by these Terms even though any other person intended to be bound by these Terms is not bound;
- (c) the Bank shall be entitled to deal separately with each of the persons on any matter, including the discharge of the liability of any person to any extent, without affecting the liability of any other person;
- (d) none of the persons shall be entitled to the rights and remedies of a surety as regards the liability or obligations of another person;
- (e) the Bank may release or discharge any one or more of the persons from these Terms or compound with, accept compositions from or make other arrangements with any of them without releasing or discharging or otherwise prejudicing or affecting the Bank's rights and remedies against any other person comprising the Customer; and
- (f) the provisions of these Terms shall not be terminated, affected or prejudiced by any change in constitution of any person comprising the Customer or the death, legal disability, unsoundness of mind or mental incapacity of any person comprising the Customer and these Terms shall be binding on all other persons comprising the Customer.

### **13. Statements, Records and Certificates Conclusive**

- 13.1 The Customer shall examine every Statement of Account which shall be conclusive and binding on the Customer and every Transaction, charge, amount debited shall be deemed to be validly effect or incurred unless the Bank receives the Customer's written notification of any discrepancies, errors or inaccuracies in respect thereof within 14 days after posting despatch or delivery of the Statement of Account. Save in the event of manifest error, the Bank's decision in respect of any discrepancies, errors or inaccuracies notified by the Customer to the Bank shall be final.
- 13.2 In addition to the above, the Customer accepts the Bank's record of Transactions in relation to the Facility (if any) as conclusive and binding for all purposes, including without limitation for any unsuccessful or partially successfully Transactions.
- 13.3 The Customer hereby expressly agrees that any certificate or statement signed by any manager, assistant manager, solicitor and any other duly authorised employee or officer of the Bank for the time being stating the indebtedness and/or of the amount due from or owing by the Customer to the Bank shall be final and conclusive proof thereof without the need for further proof or documentation.
- 13.4 Notwithstanding anything in this clause, the Bank shall be entitled at all times to revise or amend any Statement of Account, record, certificate or statement and may debit or credit the Account (as the case may be) for the relevant amounts following such revision or amendment.

### **14. Representations and Warranties**

- 14.1 The Customer represents warrants and undertakes to the Bank as follows:
  - (a) if the Customer is a corporation, that the Customer is duly incorporated and validly existing under the laws of its jurisdiction of incorporation, and has power to carry on the business as now carried on and use the Facility;



- (b) the acceptance of these Terms (i) are within its power and capacity (if the Customer is an individual) or within its corporate powers and have been duly authorised by all necessary corporate actions (if the Customer is a corporation), (ii) constitute the Customer's legal valid and binding obligations in accordance with their respective terms (subject to applicable insolvency laws), (iii) have been duly authorised and executed by the Customer and (iv) do not and will not breach the Customer's memorandum and articles of association (if the Customer is a corporation) or any agreement or obligation by which the Customer is bound or violate any applicable law rule regulation or directive and (iv) will not cause any limitation on the borrowings or chargings of the Customer or conflict or be inconsistent with, or result in the breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, security interest, charge or encumbrance upon any of the property or assets of the Customer pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which they are a party or which it may be bound by or subject to;
- (c) the Customer's obligations under these Terms are unconditional and unsubordinated obligations and rank at least *pari passu* with all other of the Customer's unsecured and unsubordinated indebtedness (except any mandatorily preferred by law);
- (d) the Customer is acting on its own behalf and not in any trustee capacity,
- (e) all approvals, authorisations, consents, licenses, permissions and registrations which are necessary or advisable to obtain from any governmental local public or other authority or without limitation any third party for the purpose of or relating to the Facility and for the carrying on of the Customer's business have been obtained and are in force and all provision and conditions thereof have been complied with;
- (f) there are no pending or to the Customer's knowledge (after due and careful enquiry) threatened actions or litigation, arbitration or other legal or regulatory proceedings affecting the Customer which may have a material adverse effect on the Customer's business, assets or financial condition;
- (g) there are no bankruptcy or winding-up petitions, proceedings or statutory demands or orders made against the Customer;
- (h) the Customer is not in any way unable to pay its debts or bankrupt or insolvent under any applicable law;
- (i) the Customer has not entered into any statutory or other arrangement (voluntary or otherwise) or composition for the benefit of its creditors;
- (j) there are no orders or judgments issued or pending from any court, tribunal or authority against the Customer or any of its assets;
- (k) the Customer has not procured the Facility for any unlawful activity or purpose;
- (l) the Customer is not involved in any criminal conduct or unlawful activities;
- (m) the Customer is not involved in any activities that may attract any investigation and/or prosecution under any applicable law;
- (n) if the Customer is a corporation, the Customer's latest audited consolidated financial statements give a true and fair view of the Customer's affairs and fairly present the Customer's financial position and results and operations as at and for the period ended on the date up to which those financial statements were prepared, and there has been no material adverse change in the Customer's business, assets or financial position since that date (whether the Customer is an individual or a corporation);
- (o) the Customer is not in any breach of any obligation relating to financial indebtedness;
- (p) all information supplied to the Bank in relation to the Facility and the Customer was true as at its date and did not omit anything material to be known by the Bank, no change has occurred since the date of the information already supplied which renders it

- untrue or misleading and all projections and statements of belief and opinion given by the Customer to the Bank were made after due and careful enquiry;
- (q) the Customer has fully disclosed in writing to the Bank all facts relating to it which in the Bank's opinion it know or ought to know are material to any lender or financial institution providing credit facilities or financial accommodation;
  - (r) the Customer has taken all steps to ensure that the Customer's accounts with the Bank is/are properly maintained and that each person authorised to give instructions under the accounts to the Bank is properly authorised to do so and is of full legal capacity, and the Customer is not aware of any circumstances under or by reference to which these persons are not so authorised or not of such capacity; and
  - (s) there are no proceedings or claims pending or threatened before any court or tribunal, arbitral or other authority which in any case might have a material adverse effect on the Customer's ability to perform the Customer's obligations hereunder.
- 14.2 The Customer agrees that each and every of the abovementioned representations and warranties shall survive and continue in full force and effect and be deemed to be repeated from time to time and shall continue to be true, accurate and correct and fully observed in all respects so long as any sum owing under Facility remains outstanding and/or unpaid. The Bank reserves the right to vary, review, restructure, recall or cancel the Facility if any information, statement, warranty, declaration or representation made by the Customer is or becomes untrue, inaccurate or incorrect in any respect. The Customer shall immediately upon request furnish the Bank with all such documents statements, information and explanations as may be reasonably required by the Bank from time to time regarding the Customer's affairs, state or condition, financial or otherwise, that may affect the Bank's decision in granting or in continuing to grant the Facility.
- 15. Credit Enquiry and Credit Standing**
- 15.1 The Customer agrees that the Bank may at any time conduct credit enquiries and contact other banks, financial institutions and credit agencies for the purposes of verifying the information provided by the Customer and ascertaining the Customer's financial situation.
- 15.2 The Customer agrees and consents to the Bank sharing, whether in Singapore or overseas, the Customer's credit standing with any credit reporting agencies, the Customer's past and current employers, and trade and professional bodies of which the Customer was or is a member and the Customer.
- 15.3 The Customer agrees to waiving any and all claims against the Bank and holding the Bank harmless in respect of any of the enquires and disclosures referenced under this clause.

**16. Suspense Account**

The Bank may at any time continue any existing Account and open any new account in the Customer's name in relation to the Customer's liabilities and no subsequent transactions, receipts or payments involving such new accounts shall affect the Customer's liability.

**17. Personal Data**

- 17.1 Pursuant to the PDPA, the Customer consents to and agrees that the Bank may collect, use, disclose, process and/or transfer any information provided by the Customer, including “Personal Data” as defined in the PDPA in accordance with the Bank’s privacy policy.
- 17.2 The Customer acknowledges that it has read and understood the Bank’s privacy policy, which is available at the Bank’s website at <https://www.hlbank.com.sg/> (or such other website as designated by the Bank from time to time) which explains the purposes for which the Bank may collect, use, disclose and process personal data of natural persons. The Customer hereby consents to the Bank’s collection, use, disclosure and processing of the Customer’s personal data.
- 17.3 Where personal data or information of individuals other than the Customer is disclosed by the Customer to the Bank, including without limitation such relating to that of the Customer’s employees, customers, directors, officers, shareholders and authorised signatories, the Customer hereby confirms and warrants that it has provided notice to and procured the prior consent of such individuals to allow the Bank, its related corporations, agents and business partners to collect, use, disclose, process and/or transfer such personal data and information. The Customer warrants that the personal data provided to the Bank is true, accurate and complete. The Customer is aware that the Customer or such individuals may withdraw their consent for any or all of such purposes at any time and if such consent is withdrawn, the Bank may not be able to continue to provide the services or products or use or disclose personal data or information of the Customer for research, marketing purposes as stated in the Bank’s privacy policy unless the Customer or such individual, as the case may be, subsequently give their separate express consent to the Bank. The Customer understands that the Bank may need to transfer the Customer’s personal data outside Singapore to third parties and the Customer consents to the Bank transferring its personal data to such third parties in accordance with its consent given herein.
- 17.4 The Customer confirms that any personal data furnished from it to the Bank will remain true, accurate and complete for the duration of its relationship with the Bank and so long any sum is due and owing from the Customer to the Bank under the Facility, and in the event any personal data furnished becomes inaccurate, incomplete or incorrect, the Customer shall promptly notify the Bank of the same.
- 17.5 The Customer consents to the Customer’s personal data being used by the Bank for sending to the Customer advertising, marketing and promotional materials in relation to any and all of the Bank’s financial products, services and other related products or services by post, electronic mail, SMS, MMS, fax, or other electronic means and other means and media, including without limitation unsolicited “specified messages” as defined in the PDPA to the Customer’s Singapore telephone number. The Customer understands that should it wish to withdraw or otherwise not give such consent (or any part thereof) to the Bank, it needs to inform the Bank in writing.
- 17.6 Any consent the Customer gives pursuant to these Terms in relation to personal data shall survive the Customer’s death, incapacity, bankruptcy or insolvency, as the case may be, and the termination of any agreement herein.
- 17.7 In the event of any conflict or inconsistency between these Terms and the Bank’s privacy policy, these Terms shall prevail.

**18. Disclosure**

18.1 Without prejudice to all rights of the Bank to disclose information relating to the accounts of the Customer, the Customer hereby irrevocably (so long as any moneys or liabilities shall remain owing or unpaid to the Bank hereunder in respect of the Facility or service is extended by the Bank to the Customer) permits the Bank, its officers, employees, agents and advisers to disclose (whether with or without notice to the Customer and whether orally or in writing) any information whatsoever concerning any matters or Transactions in relation to the Facility and the Account (including any information whatsoever regarding the money or other relevant particulars of any account) which the Customer now has or may hereafter have with the Bank to:

- (a) the Bank's head office, its parent or holding company and any of its branches, representative offices, subsidiaries, related corporations and affiliates;
- (b) any auditor of the Bank or the Customer;
- (c) the Commissioner of Stamp Duties, the Registrar of Companies, Registrar of Businesses, Registrar of Titles, Registrar of Deeds and /or any other government officials or departments or relevant bodies to whom the Bank deems fit to disclose information, for purposes in connection with stamping (or assessment of stamp duties on), registering lodging or filing any or all documents or conducting of searches in connection with the Facility (or any of their agents or professional advisers);
- (d) any taxation authority or body in accordance with such standards applicable to it;
- (e) any insurer, reinsurer and insurance broker;
- (f) any service provider or any other related person including third party service providers, sales and telemarketing agencies, business partners or otherwise under conditions of confidentiality imposed on such service providers, for the purposes of data processing or providing any service on behalf of the Bank to the Customer or in connection with such outsourcing arrangements the Bank may have with any third party where the Bank has outsourced certain functions to the third party;
- (g) any nominee, trustee, co-trustee, centralised securities depository or registrar, custodian, estate agent, solicitor or other person who is involved with the provision of services or products by the Bank to the Customer;
- (h) any lawyers, auditors, tax advisors, investment banks and other professional advisors who are restricted to the nature of the business relationship in which the Customer is involved with the Bank;
- (i) any proposed transferee or assignee of, or participant or sub-participant in, any rights and obligations of the Bank under or relating to the Facility and any security therefor for any purposes connected with such proposed transfer or assignment;
- (j) any debt collection agency or person engaged by the Bank to collect any sums of money owing to the Bank from the Customer;
- (k) any person to whom the Bank is required by the applicable legal, governmental or regulatory requirements to make disclosure to;
- (l) the Customer's agent, executor or administrator, receiver, manager, judicial manager and/or any person in connection with any compromise or arrangement or any insolvency proceeding relating to the Customer;
- (m) any of the Customer's directors (in the case of a company) or partners (in the case of a partnership, limited partnership or limited liability partnership) and authorised signatories;
- (n) any other person to whom disclosure is permitted or required by law;

- (o) any solicitor acting for the Bank, the Customer, any guarantor or any other party involved with the Facility or any security therefor, in relation to the accounts of the Customer, the Facility and any security given in connection therewith or any other party mentioned in the foregoing provision of this clause; and
  - (p) other banks, financial institutions, credit bureaus (including but not limited to the Credit Bureau (Singapore) Pte Ltd) or credit reference agents or to any court or regulatory authorities or agencies or government or persons the Bank deems fit in its sole and absolute discretion whether in Singapore or any other applicable jurisdiction.
- 18.2 This clause is not and shall not be deemed to constitute, an express or implied agreement by the Bank with the Customer for a higher degree of confidentiality than that prescribed in law. The consent and the Bank's rights under this clause are in addition to and are not affected by any other agreement with the Customer and shall survive the termination of the Facility and/or the termination of any relationship between the Bank and the Customer.
- 18.3 The Customer acknowledges and agrees that overseas service providers may be required by law to disclose information received from the Bank to third parties, such circumstances include the service provider being compelled to disclose information pursuant to a court order, police investigations and criminal prosecutions for tax evasion or other offences.
- 18.4 The Customer acknowledges and agrees that there is no warranty on the part of the Bank, its officers, employees, agents and/or advisers as to the security of any information sent or transmitted to the Customer whether electronically or otherwise and the Customer accepts the risk of such mode of delivery or transmission of information and that it may be accessed by unauthorised third parties. The Customer, to the extent permitted by law, shall not hold the Bank, its officers, employees, agents, and/or advisers liable for such disclosure or access or for any damages, losses, expenses or costs suffered and/or incurred by the Customer by reason of such disclosure or access.
- 19. Termination and Suspension**
- 19.1 Notwithstanding anything to the contrary herein, the Bank may at any time at its sole and absolute discretion suspend and/or terminate the Facility and the Account or any services and products relating thereto at its sole and absolute discretion without giving any reason and without prior notice to the Customer. Upon such suspension or termination, all monies owing under the Account and the Facility shall immediately become due and payable on demand.
- 19.2 In the event the Facility is not utilised for a continuous period of six (6) months or if the Customer's whereabouts are unknown to the Bank for a continuous period of six (6) months, the Account and the Facility may be terminated or suspended at the Bank's sole and absolute discretion whereupon all monies owing to the Bank under the Facility shall immediately become due and payable.
- 19.3 The Customer may terminate the Account by:
- (a) giving the Bank written notice of such termination;
  - (b) returning to the Bank or destroying all items and other matter issued by the Bank to the Customer for the Account and the Facility, if any; and
  - (c) paying all monies owing under the Account and the Facility together with interest and all other applicable fees and charges.

Where the Customer fails to fulfil the above, the Bank shall be entitled in its sole and absolute discretion to approve or refuse any Transaction. No refund of any fees or charges paid by the Customer shall be given.

- 19.4 Notwithstanding anything herein, the Customer's obligations and liabilities in respect of the Facility shall continue notwithstanding any termination or suspension of the Facility or the Account and shall only be discharged upon payment of all outstanding amounts under the Facility in full.

## **20. Right of Set-Off and Consolidation and Debit Authorisation**

- 20.1 Without prejudice to any other remedies which the Bank may have, the Bank may without notice to the Customer and at any time or from time to time at its sole and absolute discretion combine, consolidate or merge all or any of the Customer's accounts at any branch of the Bank of whatsoever nature with any liabilities of the Customer under any agreement or contract with the Bank and set off or transfer any sum standing to the credit of any such account, agreement or contract in or towards the satisfaction of any of the Customer's liabilities to the Bank hereunder or under any other account or accounts, agreements or contracts whether such liabilities arise alone or jointly with any other person and whether they be contingent, primary or collateral.
- 20.2 Where such combination, set-off or transfer requires the conversion of one currency into another, the Bank is hereby authorised to effect such conversion at the Bank's own rate of exchange then prevailing.
- 20.3 Without limitation to any of the Bank's other rights and remedies, Bank shall have the right (but not the obligation) at any time and without prior notice to the Customer to appropriate, set-off or debit the Customer's account with any and all outstanding sums and/or interest charges, commission charges, normal bank charges, legal fees, taxes and levies, costs and expenses incurred or payable by the Customer pertaining to the Facility including legal fees (on a solicitors and own client basis) incurred, and where, the Bank elects at its absolute discretion, earmark or designate any amounts credited or paid to account for such purposes it deems fit at its sole and absolute discretion. If such appropriation, set-off or debiting causes the Customer's account to be overdrawn or further overdrawn, as the case may be, interest shall be payable on the amount overdrawn or further overdrawn, as the case may be, at the applicable overdue interest rate or applicable interest rate. The Bank may also effect payment of all fees expenses and other sums due and payable by the Customer out of and by deduction from any banking or credit facility extended from the Bank to the Customer.

## **21. Limitation of Liability**

- 21.1 The Customer agrees that the Bank may in its sole discretion and without prior notice or liability to the Customer:
- (a) reject any Transaction (irrespective of whether the Credit Limit has been exceeded or not); and/or
  - (b) may at any time vary or withdraw any of the benefits and/or services in respect of or in connection with the Account and the Facility,

without needing to provide any reason and without any responsibility or liability for any loss or damage which the Customer or any other person may suffer or incur due to any delay or refusal of the Bank to grant or to continue to grant the Facility, or any revision, variation or change to the Facility and the benefits and services provided thereto.

21.2 Insofar as permitted under law, the Bank shall have no liability or obligation to the Customer or any other person nor shall bear any loss or damage for:

- (a) any use or operation of the Accounts and related services and benefits;
- (b) any delay in processing any Transaction;
- (c) any failure of services provided by the Bank;
- (d) any theft, loss or misplacement of any product issued in respect of the Facility (if any) for any reason whatsoever; and
- (e) any losses, damages, expenses, penalties, costs, claims or liabilities directly or indirectly as a result or consequence of, or in connection with Bank extending the Facility, the Account and all services and products relating thereto to the Customer.

21.3 Without limiting the generality of the foregoing, the Customer agrees that it is its responsibility to exercise all care and caution in respect of the Facility and insofar as applicable under law, the Bank shall not be liable for any fraudulent or unauthorised Transaction relating to the Facility. The Customer agrees that it shall immediately report to the Bank any unauthorised use of the Facility and that prior to such notice, the Bank is entitled to debit the Account for any Transaction, notwithstanding that any fraudulent or unauthorised Transaction is effected using the Facility.

## **22. Indemnity**

The Customer shall fully indemnify the Bank and shall hold the Bank harmless from and against all losses, damages, expenses, penalties, costs, claims or liabilities whatsoever, legal or otherwise, which the Bank may reasonably sustain suffer or incur directly or indirectly as a result or consequence of, or in connection with:

- (a) making available and/or granting the Facility and the Account to the Customer;
- (b) the provision of any product or service by the Bank to the Customer;
- (c) any change in law or regulations affecting the Facility or the Account or products or services provided thereto;
- (d) the failure of the Customer to supply to the Bank such forms, documentation and other information pursuant to these Terms;
- (e) any loss sustained by reason of the falsity and inaccuracy of any materials provided or statements, representations and warranties given by the Customer at any time;
- (f) any claims, demands, suits or proceedings made or threatened against the Bank by any person in relation to the Facility and the Account;
- (g) any default in the payment due and owing in respect of the Facility including without limitation interest and any fees and charges;
- (h) any fraudulent or unauthorised Transaction;
- (i) the contemplation of or execution, exercise, preservation or enforcement of the Bank's rights and remedies in respect of the Facility and these Terms; and
- (j) any breach of the Customer of these Terms.

## **23. Currency Indemnity**



- 23.1 If the Bank receives or recovers any sum due to it from the Customer in a currency (the "Relevant Currency") other than the currency of account, whether as a result of, or of the enforcement of, a judgement or order of a court or tribunal of any jurisdiction, in the dissolution of the Customer or otherwise, this shall discharge the Customer to the extent of the amount in the currency of account which the Bank is able, in accordance with its usual practice, to purchase with the amount of the Relevant Currency so received or recovered on the date of receipt or recovery (or, if it is not practicable to make that purchase on that date on the first date on which it is practicable to do so). If that amount in the currency of account is less than the amount of the currency of account due to the Bank, the Customer shall indemnify the Bank against any loss sustained by it as a result. In any event, the Customer shall indemnify the Bank against the reasonably incurred costs of making any such purchase.
- 23.2 For the purposes of this clause, it will be sufficient for the Bank to demonstrate that it would have suffered a loss had an actual exchange or purchase been made. In any event, the Customer shall indemnify the Bank against the costs of making any such purchase. This indemnity constitutes a separate and independent obligation from the other obligations of the Customer, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Bank and shall continue in full force and effect notwithstanding any judgment, order, claim or proof for a liquidated amount in respect of any liability.

#### **24. Communications and Instructions from the Customer**

- 24.1 The Customer may communicate with the Bank and the Bank may accept instructions given in person, via post or Electronic Systems.
- 24.2 The Customer agrees to indemnify the Bank, its successors and assigns and at all times to keep the Bank fully and completely indemnified from and against all liabilities, claims, demands, action proceedings, losses, expenses including but not limited to legal costs as between solicitor and own client and all other liabilities of whatsoever nature or description which may be reasonably incurred or suffered by the Bank in relation to or arising out of the Bank accepting, relying or acting on the Customer's communications or instructions given via post or Electronic Systems or in connection with any such communication or instructions and the Customer hereby waive any rights, claims, actions or proceedings it may have against the Bank for any losses or liabilities it may suffer as a consequence of the Bank accepting, relying or acting on such communications and instructions. This indemnity shall extend to cover situations including but not limited to:
- (a) any error, delay or failure whatsoever relating to the Electronic Systems;
  - (b) the access to and/or use of such forms of communications being prohibited, restricted, delayed or being otherwise affected by:-
    - (i) the laws and regulations of the country or jurisdiction from where the Customer accesses the same and/or the terms and conditions prescribed by the relevant Internet Service Provider (ISP) in such country or jurisdiction of access;
    - (ii) any act or omission by the ISP;
    - (iii) any modification or upgrade of the Bank's website or the Electronic Systems;
    - (iv) any interruption of, interference with and tampering of any communication, instructions or the Electronic Systems; and/or



- (v) any breakdown or malfunction of computer software or equipment whether belonging to the Bank or otherwise due to any cause whatsoever.

24.3 Any form of communication or instruction from the Customer shall be irrevocable and shall not be effective until received by the Bank. The communication shall be deemed not to have been received (in the case of any communication made via facsimile) if the transmission thereof is not confirmed by an activity report stating the correct number of pages sent to the correct facsimile number and (in the case of any communication made via any other mode) if the Bank has not acknowledged the receipt thereof by a reply electronic mail, sms or mms to the Customer. Notwithstanding the foregoing, the Bank reserves the right at any time to treat such communication as having been received and effective.

24.4 The Customer acknowledges and agrees that:

- (a) the Bank is entitled to treat any instructions or communication given without enquiry on the part of the Bank as to the identity of the person giving or purporting to give such instructions or communication;
- (b) under no circumstances whatsoever is the Bank obliged to verify the authenticity of any instructions or communication given or purportedly given to the Bank by the Customer and under no circumstances will the Bank be responsible for any misuse or unauthorised use of the Electronic Systems. Notwithstanding the foregoing, the Bank reserves the right at any time to refrain from acting promptly upon any instructions or communication given or purportedly given by the Customer in order to verify the authenticity thereof without incurring any responsibility for loss, liability or expense arising out of so refraining to act;
- (c) it understands and acknowledges that it is fully aware of the inherent risks associated with using and/or transmitting instructions or communications via the Electronic Systems;
- (d) under no circumstances shall the Bank be liable or responsible for:
  - (i) acting upon any instructions or communication notwithstanding that it is subsequently shown that the same was not given by the Customer. The Customer understands that any risk of misunderstanding, any error or loss resulting from instructions or communication given by unauthorised persons, any error or loss resulting from unauthorised alterations of instructions or any error loss or delay resulting from instructions or communication given via the Electronic Systems are entirely the Customer's risk for which the Bank shall not be liable; and/or
  - (ii) any loss, damage or embarrassment that may be incurred or suffered by the Customer in relation to or in respect of any information sent through the Electronic Systems.

24.5 Without limitation to the generality of the foregoing, the Customer expressly authorises the Bank to:

- (a) accept, rely and act upon any instructions or communication given or purportedly given to the Bank by the Customer via the Electronic Systems or in writing signed or purportedly signed by the Customer and the Bank is not required to obtain a written confirmation thereof. The Bank shall be entitled to treat any instructions or communications received via the Electronic Systems as fully authorised and binding upon the Customer and the Bank shall be entitled (but not bound) to take such steps in connection with or in reliance upon such instructions or communication as the Bank

considers appropriate, whether such include instructions to pay money or otherwise, to debit or transfer any account or purport to bind the Customer to any arrangement or other arrangement with the Bank or with any other person or to commit the Customer to any type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement, or of the amount of money involved and notwithstanding that it is subsequently shown that the Customer did not authorise the same;

- (b) treat any instructions or communication given or purportedly given by the Customer as new instructions or a new communication when it is unspecified that the instructions or communication are a confirmation or a change of the previous instructions or communication given; and
- (c) (without being obliged to do so) record any telephone conversation made or purportedly made with the Customer and its employees, agents or representatives whether with or without the use of a tone warning device and the Bank may use such recordings and/or transcripts as evidence in any dispute. Notwithstanding anything herein, the Bank shall not be obliged to maintain such recordings and transcripts or keep any copies thereof. The Customer shall not be entitled to listen to, peruse, make copies of or otherwise have access to such recordings and transcripts or any copies of the same.

24.6 Where any instructions or communications are given via any internet banking services or electronic platforms offered by the Bank, in addition to the above, the Terms & Conditions For HL Bank Connect Internet Banking Services, as supplemented, substituted or revised from time to time shall apply.

## **25. Notices and Communications from the Bank**

25.1 Every notice, demand, document or other communication required, given or made by the Bank to the Customer, may be given by ordinary or registered post to or by leaving the same at the Customer's business or registered office or last known address, by facsimile at the Customer's last known or published facsimile number or as provided to the other party, by electronic mail sent to such electronic mail address last known or provided to the Bank, by publication in the Bank's statement of account to the Customer, by display at its branches, by publication in the Bank's website, by publication in a local newspaper, by telephone, by sms, by mms, by any other electronic means (including without limitation social media platforms) and/or by any means or media the Bank deems fit at its sole and absolute discretion.

25.2 Such notice, demand, document or communication shall be deemed to be received by the Customer at the time of delivery (where by leaving), on the date immediately after the date of posting (if by post), upon documentary confirmation of transmission (if by facsimile), at time of sending (if by electronic mail, electronic means, sms or mms), at time of publication or display (if by statement of account, website or newspaper or display at the Bank's branches) or at the time of receipt of the call (where by telephone).

## **26. Taxes and Outgoings**

The Customer shall make all payments under the Facility without set-off or counterclaim and free and clear of any withholding or deduction (save as required by law) for any present or future taxes, levies, imposts, duties or other charges and the Customer shall be solely liable for the payment of all taxes, levies, imposts, duties or other charges. If the Customer is obliged by law to make any such withholding or deduction, the Customer shall pay to the Bank

in the same manner and at the same time additional amounts to ensure that the Bank receives a net amount equal to the full amount which the Bank would have received if no such deduction or withholding had been required in addition to all other sums payable to the Bank in relation to the Facility. The Customer shall deliver to the Bank on demand a certificate of deduction or other evidence satisfactory to the Bank that any amount withheld or deduction has been paid to the proper authority. If the Customer shall fail or refuse to pay any governmental or statutory levies and taxes and other costs, charges or expenses which the Customer is liable for pursuant to these Terms, the Bank may at its discretion pay the same (but shall not be under any obligation to do so) and all moneys so paid by the Bank together with interest, default interest and/or late payment charges thereon shall on demand be repaid to the Bank by the Customer and any such interest, default interest and/or late payment charges shall be calculated from the date of payment made by the Bank until full repayment (both before and after judgment) and shall be compounded on such bases as determined by the Bank.

## **27. Amendments and Variations**

- 27.1 The Bank reserves the right to at its sole and absolute discretion vary or terminate any or all of these Terms at any time and from time to time and/or the interest, charges and fees payable in respect of the Facility and such variation shall take effect from the date determined by the Bank and notified to the Customer.
- 27.2 Any changes or amendments may be given by the Bank by such methods of notification as provided in Clause 25 above or such other methods determined by the Bank.
- 27.3 Unless expressly agreed by the Bank, no variation shall constitute a general waiver of any provision of these Terms, nor shall it affect any rights, obligations or liabilities under or pursuant to these Terms which have already accrued up to the date of variation, and the rights and obligations of the Bank and the Customer under or pursuant to these Terms shall remain in full force and effect, except and only to the extent that they are so varied.

## **28. Service of Process**

- 28.1 The Bank may serve a writ of summons, statement of claim, statutory demand, bankruptcy application or any legal, enforcement or originating process in respect of any claim, action or proceeding on the Customer by leaving it at, or sending it by ordinary or registered post to, the last known address of the Customer (whether within or outside Singapore and whether such address is a post office box or is a place of residence or business) as may be provided to the Bank or to the Bank's solicitors, or by way of electronic mail sent to such electronic mail address last known to the Bank or provided by the Customer, or by other electronic means (including without limitation social media). Such legal process or document is deemed to have been duly and personally served on the Customer on the date of delivery if it is delivered by leaving, or on the date immediately after the date of posting if it is sent by post (notwithstanding that it may be returned to the Bank undelivered), or at the time of sending (if by electronic mail or other electronic means). Nothing in this clause shall affect the Bank's right to serve legal process by any other manner permitted by law.
- 28.2 Where the Customer is not a resident or not residing in Singapore, the Customer shall at all times maintain an agent for service of process in Singapore. Any writ, judgment or other notice of legal process shall be sufficiently serviced on the Customer if delivered to such agent

at its address for the time being. The Customer undertakes not to revoke the authority of the above agent and if, for any reason, such agent no longer serves as its agent to receive service of process, the Customer shall promptly appoint another such agent and inform the Bank thereof.

**29. Severability**

- 29.1 If any provision of these Terms becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired but these Terms shall be construed as if such invalid, unlawful or unenforceable provisions had never been contained.
- 29.2 To the extent that one or more provisions of these Terms is or becomes invalid and non-binding, such provisions shall be replaced by the Bank and the Customer by provisions which are valid and binding and the economic and legal effect of which, given the contents and purposes of these Terms, shall, to the greatest extent possible, be similar to that of the invalid or non-binding provisions.

**30. No Waiver**

- 30.1 No failure or delay or forbearance on the Bank's part to exercise any power right or remedy under these Terms shall operate as a waiver thereof nor shall any single or partial exercise by the Bank of any power right or remedy preclude any other or further exercise thereof or the exercise of any other power right or remedy and no act or course of conduct or negotiation on the Bank's part shall in any way preclude the Bank from exercising any such right or constitute a suspension or any variation of any such right.
- 30.2 The remedies under these Terms are cumulative and are not exclusive of any remedies provided by law.

**31. Third Parties**

Save for permitted successors and assigns, no person other than the parties hereto shall have any benefit under any provision of these Terms or shall have any right to enforce any term hereunder by virtue of the Contracts (Rights of Third Parties) (Cap. 58B) of Singapore.

**32. Entire Agreement**

These Terms when accepted by the Customer contains the entire agreement between the parties with respect to the Facility and shall supersede all prior or contemporaneous proposals, agreements, negotiations, representations, warranties, understandings, correspondence and all other communications (whether written or oral, express or implied) or arrangements entered into between the Bank and the Customer. It is agreed that no promise, inducement, representation or agreement other than as expressly set forth in these Terms has been made by the Bank or relied upon by the Customer.

**33. Assignment**

The Bank may assign any of its rights and liabilities hereunder without the Customer's consent. The Customer may not assign any of its rights and liabilities hereunder without the Bank's prior written consent.

#### **34. Compliance with Laws**

- 34.1 The Bank shall in no circumstance be obliged to do or omit to do anything if it would, or might in its reasonable opinion constitute a breach of any anti-money laundering, counterterrorism financing or economic or trade sanctions laws or regulations.
- 34.2 The Customer shall promptly provide upon request to the Bank all information and documents as necessary in order for the Bank to comply with any anti-money laundering, counterterrorism financing or economic or trade sanctions laws or ongoing customer due diligence requirements or regulations applicable to the Bank.

#### **35. Force Majeure**

The Bank's obligations to the Customer shall be suspended for such time period as determined by the Bank by any event of *force majeure* i.e. any event beyond the control of the Bank, and in such event the Bank shall not be liable to the Customer for being unable to perform any of its obligations in whole or in part. Such events of *force majeure* include but are not limited to:

- (a) any act of God including but not limited to fire, explosion, natural catastrophe, epidemic, accident, casualty, earthquake, flood and drought;
- (b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
- (c) rebellion, revolution, insurrection, or military or usurped power, or civil war;
- (d) change in monetary and political condition of any country;
- (e) civil disturbances, riot, commotion, strikes, go slows, lock outs, industrial dispute or disorder;
- (f) disruption or failure to any power supply or transmission or communication lines;
- (g) failure of any mechanical, electronic or electrical or data processing system or equipment, including the Bank's systems, machines and equipment;
- (h) acts or threats of terrorism; and
- (i) any event or factor in the nature of a *force majeure*.

#### **36. Governing Law and Jurisdiction**

- 36.1 The Facility, the parties' relationship hereto and these Terms shall be governed by and subject to the laws of Singapore.
- 36.2 The Customer hereby submits to the jurisdiction of the courts of Singapore in all matters pertaining hereto but with full liberty for the Bank to commence proceedings in the courts of any other jurisdiction.

#### **37. Incorporation of Terms**

- 37.1 The Account and any accounts relating to the Facility shall be subject to all of the Bank's terms and conditions relating to opening and/or operations of accounts as prescribed and revised

from time to time, including without limitation the HL Bank General Banking Standard Terms and Conditions Governing Accounts and Terms and Conditions for ISavings Account (where repayment of the Facility is effected via such account), as supplemented, substituted, revised or modified from time to time, and the Customer agrees to be bound by the same.

- 37.2 Where the Customer avails itself to or uses any of the products or services offered on the Bank's websites or electronic platforms or any of the Bank's online banking services, the Customer agrees to be bound by the Bank's terms and conditions relating to the same as prescribed and revised from time to time, including without limitation the Bank's Terms & Conditions For HL Bank Connect Internet Banking Services as supplemented, substituted, revised or modified from time to time.
- 37.3 Where the Facility is granted to the Customer following the conversion from such other facility offered from the Bank to the Customer, these Terms shall supersede the terms and conditions governing such previous facility.
- 37.4 In the event of any inconsistency between these Terms and any other applicable terms and conditions, unless otherwise determined by the Bank, these Terms shall prevail.