



- (l) to any government agency or authority or courts of the jurisdiction where any of our overseas branches is situated;
- (m) to any person or organisation for the purpose of collecting and recovering for and on our behalf any sums of money owing to us from you;
- (n) to any of our related corporations (as such term is defined in the Companies Act, Chapter 50 of Singapore) for risk management purposes, for monitoring credit exposures across the DBS Group or the credit exposure of any DBS Group company to you and for data processing or cross-selling purposes. "DBS Group" means any of our subsidiaries, our holding company and any subsidiaries of our holding company; and
- (o) to any person or third party in connection with any assignment or transfer, or proposed assignment or transfer, by us of the Loan or any of our rights and obligations under or relating to the Loan and/or any security thereto for any purposes connected with such assignment or transfer or proposed assignment or transfer.

Our authority to disclose such information shall survive the termination of the Loan and these Terms and Conditions.

- 22.2. Our rights and abilities under this Clause 22 shall be in addition and without prejudice to our other rights of disclosure under and pursuant to the Banking Act, Chapter 19 of Singapore or any other statutory provisions and in law and nothing herein is to be construed as limiting any of those other rights.

23. ASSIGNMENT

- 23.1. We may assign or transfer to any third party (including, without limitation, to any other corporation within the DBS Group) any of our rights benefits and obligations under the Loan granted to you without your consent or the need to provide you with any prior notice of such assignment or transfer and you irrevocably consent to any such assignment or transfer by us.
- 23.2. You may not assign, transfer or otherwise dispose of any of your rights, benefits or obligations under the Loan.

24. SEVERABILITY

- 24.1. If any of the provisions contained in these Terms and Conditions are changed by applicable law or declared or deemed invalid, unlawful or unenforceable in any respect by order of a court or under any law, the validity, legality and enforceability of the remaining provisions in these Terms and Conditions will not be affected but these Terms and Conditions will be interpreted as if the invalid, unlawful or unenforceable provision had never been contained in these Terms and Conditions.

25. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CHAPTER 53B)

- 25.1. Unless expressly provided to the contrary in these Terms and Conditions or the Approval Letter (the "Relevant Documents"), a person who is not a party to the Relevant Documents has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or enjoy the benefits of any term in the Relevant Documents and notwithstanding any term in the Relevant Documents, the consent of any third party is not required to vary (including to release or compromise any liability) or terminate any of the Relevant Documents.

26. GOVERNING LAW

- 26.1. These Terms and Conditions and all matters relating to the Loan are governed by the laws of Singapore and you agree to submit to the non-exclusive jurisdiction of the Courts in Singapore.

SUMMARY OF TERMS OF COVER (PERSONAL LOAN LIFE INSURANCE)

This Summary sets out the terms of insurance cover provided by Aviva Ltd under a Master Policy No. 2023643 ("the Master Policy") in respect of the customers of a Personal Loan extended by DBS Bank Ltd.

Definitions

"Aviva" Aviva Ltd

"DBS" DBS Bank Ltd

"You or Your" Any borrower for the Loan who must not be 60 years or above when the Loan is approved.

"Effective Date" The date the Loan is disbursed by DBS.

"Indebtedness" The outstanding balance of all repayments remaining unpaid by You (inclusive of interest but excluding all other other charges such as late payment penalties under the loan in respect of the Loan).

"Loan" The Personal Loan given to You.

"Pre-Existing Conditions" Any condition which was present before the Effective Date and showed signs or symptoms which You were aware or should reasonably have been aware.

"Registered Medical Practitioner" A doctor with a recognised degree in western medicine who is authorised to practise in his country but should not be Yourself or Your relative, sibling, spouse, child or parent.

"Sum Assured" The amount of Indebtedness as at the date of Your death or the date You suffered Total and Permanent Disability divided by the number of borrowers for the Loan.

"Total and Permanent Disability" A disability suffered by You that is total and permanent such that there is neither at the start of the disability or at any time after that any work, occupation or profession that You can ever be capable of doing to earn or obtain any wages, compensation or profit.

Conditions

1. Commencement

- 1.1 Your insurance cover begins on the Effective Date.

2. Termination

- 2.1 Your insurance cover terminates when any of the following events happens:-

- (a) the Sum Assured is paid by Aviva on a claim;
- (b) the term of the Loan expires;
- (c) the Loan is repaid in full earlier; or
- (d) DBS recalls the Loan.

3. Premium

- 3.1 The premium payable by You to Aviva shall be 1% of the Loan. This will be deducted from the Loan amount on the Effective Date.
- 3.2 Aviva shall have the right to revise the Premium rate payable under this Policy on (i) any Renewal Date or (ii) when there is a substantial change in the risks being insured against under this Policy. Any changes to the Premium rate under this Clause shall be notified to You 30 days in advance by DBS in writing.

4. Benefits Covered

Subject to the terms, conditions and exclusions of the Master Policy, Aviva will pay the following benefits:-

- 4.1 Death Benefit
Aviva will pay the Death Benefit which is the Sum Assured to DBS when it receives proof of Your death and a claim in the prescribed form.
- 4.2 Total and Permanent Disability Benefit
Aviva will pay DBS the Total and Permanent Disability Benefit which is the Sum Assured when it receives satisfactory proof of Your Total and Permanent Disability.

4.3 Exclusions

Aviva shall not pay DBS any sum under the Master Policy when Your death or Total and Permanent Disability is caused directly or indirectly, wholly or partly by any of the following:-

- a) Suicide or self-inflicted injuries within twelve (12) months from the Effective Date;
- b) Pre-Existing Conditions; or
- c) Acquired Immune Deficiency Syndrome (AIDS), AIDS-related complexes and all illnesses or diseases associated with the Human Immune Deficiency Virus (HIV).
- d) Acts of terrorism, hostilities or service in the military, naval, airforce or the Police Force or service while under orders for warlike operations, whether war is declared or not.

5. Making a Claim

5.1 Notice to be given

- a) Aviva must be notified in writing within thirty (30) days of Your death;
- b) Aviva must be notified in writing within one hundred and twenty (120) days after the commencement of Your Total and Permanent Disability;
- c) Failure to furnish notice within the stated time shall not invalidate any claim if it is shown that notice was given as soon as it was reasonably possible;

5.2 Documents required to make a claim

The following are to be submitted to Aviva when making a claim:-

- a) the completed claim form;
- b) proof of Your date of birth as stated in the Loan application;
- c) the original death certificate (when making a Death Benefit claim);
- d) any documents relevant to the Master Policy; and
- e) medical information at Your expense.

5.3 Medical Examination

Aviva reserves the right to examine You as and when and as often as it may reasonably require pending any claim or the payment of any claims made under the Master Policy. Aviva may appoint its medical adviser or any Registered Medical Practitioner. If You are residing outside Singapore, Aviva may require You at Your own expense, to come to Singapore for a medical examination by a Registered Medical Practitioner in Singapore.

5.4 Settlement of Claim

- a) Aviva shall make payment of the claim once it is satisfied that all requirements have been complied with and the total amount of payment has been ascertained and agreed with DBS.
- b) Aviva shall make payment by way of a cheque to the order of DBS, unless DBS instructs otherwise in writing. Any payments made under this Clause shall wholly discharge Aviva from any further liability in respect of the claim.

6. Accuracy of Information

- 6.1 For avoidance of any doubt, Aviva will only be liable for any claim under the Master Policy if,

- a) all information given is true and accurate; and
- b) any thing to be done or complied with by DBS or You must be done or complied with in accordance with the provisions of the Master Policy.

7. Rights of Third Parties

The Contract (Rights of Third Parties) Act 2001 and any subsequent amendments or replacements of that Act shall not apply to the Master Policy. A person who is not a party to the Master Policy shall have no rights under the Act to enforce the provisions of the Master Policy.

8. Arbitration

- 8.1 Any dispute arising from the Master Policy and/or this Summary shall be referred to an arbitrator, or two arbitrators, if the parties cannot agree on a

single arbitrator. If the two arbitrators cannot agree, the decision of an umpire appointed in writing by the two arbitrators shall prevail. The umpire shall sit with the arbitrators and preside at their meetings.

- 8.2 The making of an award by the arbitrator(s) or the umpire shall be a condition precedent to any right of action against Aviva.

- 8.3 If Aviva disclaims liability for any claim under the Master Policy and/or this Summary and no action is taken to refer the claim to arbitration within twelve (12) months from such disclaimer, then the claim is deemed to have been abandoned and not recoverable.

9. Action against Aviva

- 9.1 No legal action under the Master Policy and/or this Summary shall be taken against Aviva:-
 - a) unless sixty (60) days have expired after the proof of claim has been filed;
 - b) an award by the Arbitrator or the Umpire under Clause 8.2 in this Summary has been made; and
 - c) the legal action is initiated within two (2) years from the date of the award of the Arbitrator or the Umpire under Clause 8.2 in this Summary.

10. Non-Waiver

- 10.1 No act, omission, default or conduct of Aviva shall amount to a waiver of its rights under the Master Policy or this Summary or at law. Aviva shall not be estopped from relying on such rights.
- 10.2 For avoidance of any doubt, the acceptance of premiums by Aviva with the knowledge, actual or implied, of any non-disclosure, misrepresentation, fraud and/or breach of the provisions of the Master Policy or this Summary shall not amount to a waiver of its rights. Aviva shall not be estopped from relying on such rights.

11. No assignment

- 11.1 You shall have no right to assign the benefits of the Master Policy and/or this Summary.

12. Applicable Law

- 12.1 Master Policy and this Summary is made in Singapore and shall be governed by and interpreted according to the laws of the Republic of Singapore.
- 12.2 For the avoidance of doubt, the terms and conditions of the Master Policy shall prevail if they are in conflict with the terms and conditions of this Summary.

Benefit Illustration

BENEFITS

- (A) Death Benefit
Upon your death, the Sum Assured as at the date of your death, will be payable in a lump sum, up to a maximum limit of S\$150,000.
- (B) Total and Permanent Disability Benefit
In the event you suffer a Total and Permanent Disability, the Sum Assured will be payable in one lump sum, up to a maximum limit of S\$150,000.

PREMIUMS/CHARGES

The Premium payable is 1% of the Loan.

This introduction forms part of your Benefit Illustration.

Aviva Ltd believes it is important that you fully appreciate all the benefits under the Summary of Terms of Cover and that you also understand how the cost of insurance protection, distribution, administration, investment and other costs affect these benefits.

Total Distribution Cost

The distribution cost is S\$0.05 for every \$100 loan amount being insured. These costs include cash payments in the form of commission, costs of benefits and services paid to the distribution channel.

The distribution cost is not an additional cost to you; it has already been allowed for in calculating the Premium.



STANDARD TERMS AND CONDITIONS RELATING TO POSB Loan Assist (THE "LOAN") GRANTED BY DBS BANK LTD.

These Terms and Conditions govern the Loan. They do not include terms and conditions that may apply by operation of law.

1. DEFINITIONS

- 1.1. In these Terms and Conditions, "we", "our" and "us" means DBS Bank Ltd. and its successors and assigns and "you" and "your" means the person(s) (including any personal representatives, successors or assigns of such person) in whose name the Loan is granted or maintained.
- 1.2. Capitalised terms used in these Terms and Conditions shall have the meaning given to them in the Approval Letter, unless they are specifically defined below. The following words when used have the following meanings respectively set out below:-

"Business Day" means a day that is not a Saturday, Sunday or a public or bank holiday in Singapore;

"Approval Letter" means our letter to you accepting your offer to take a Loan from us and includes any supplements, amendments, variations or modifications to such letter.

"GST" means any goods and services tax payable under the Goods and Services Tax Act, Chapter 117A of Singapore or any other taxes, levies or charges whatsoever of a similar nature which may be substituted for or levied in addition to any such tax, by whatever name called;

"Singapore Dollar(s)" and the sign "\$\$" mean the lawful currency of Singapore.

- 1.3. Unless the context requires otherwise:-
 - (a) the singular number shall include the plural and vice versa; and
 - (b) references to persons shall include firms and corporations.

- 1.4. Headings of clauses are for guidance only and do not form any part of these Terms and Conditions or be taken into consideration in the interpretation of these Terms and Conditions.

- 1.5. All references to statutes and our terms and conditions are references to such statutes and terms and conditions as amended, modified, substituted or supplemented from time to time.

2. OTHER TERMS AND CONDITIONS

- 2.1. In addition to these Terms and Conditions and the Approval Letter, the terms and conditions of any other agreements (including any additions, amendments, variations, supplements and/or substitutions to such agreements) which we require you to sign in relation to the Loan and our other terms and conditions (including any additions and/or variations to any of such terms and conditions) intended or expressed to govern the Loan or products or services linked to the Loan shall also apply. You are deemed to have read and/or understood such terms and conditions and will abide and be bound by them accordingly. In the event of any inconsistency, these Terms and Conditions shall prevail.

3. DISBURSEMENT

- 3.1. We will disburse the Loan to you after deductions of the applicable prevailing fees and charges for disbursement as may be prescribed by us from time to time.
- 3.2. You may not request for the release of or use any part of the Loan which you have repaid or prepaid.

4. INTEREST

- 4.1. Interest on the Loan shall be calculated based on a flat, front-end add-on method by multiplying the principal Loan amount by the specified annual rate for the full tenure of the Loan as set out in the Approval Letter. Interest shall



accrue from the date of disbursement of the Loan to the date of the final monthly instalment of the Loan.

- 4.2. All interest (whether under this Clause or any other Clause in these Terms and Conditions) will be charged and payable at the respective rates provided in the applicable Approval Letter. This Clause 4 shall continue to apply and remain in force up to the date of full payment of the amounts due under the Loan, as well after as before any judgement obtained in respect of any outstanding Loan amount.

5. REPAYMENT

- 5.1. The Loan shall be repayable by monthly instalments comprising principal and/or interest over a period specified in the Approval Letter and/or in such manner as set out in the Approval Letter.

- 5.2. You must maintain an account with us for the deduction of the monthly instalments. We shall have the right (but not the obligation) to deduct this account for repayment of the monthly instalment(s) on due dates. You must ensure that the account has sufficient funds before the due date to meet the deduction. If there are insufficient funds, we shall have the right to debit any other account of yours maintained with us, whether held singly or jointly with any other person. Alternatively, we may, although the account has insufficient funds, debit the account and you will be liable for all overdrawing at our prevailing rate.

- 5.3. You shall not terminate any GIRO facility or such other payment facility (collectively known as "Payment Facilities") during the tenure of the Loan. Notwithstanding any other provision contained in these Terms and Conditions or in any other document, we reserve the right to reinstate such Payment Facilities which had been cancelled during the tenure of the Loan, without notice or liability to any party.

6. PREPAYMENT

- 6.1. You may prepay the whole of the outstanding Loan amount and all interest accrued on the Loan at any time during the tenure of the Loan. The interest payable in the event of a prepayment shall include all interest accrued on the Loan up to the end of the month in which the prepayment is effected. No partial prepayments are allowed.

- 6.2. Without prejudice to Clause 6.1, if any partial prepayment or any sum in excess of the monthly instalment and/or any other moneys then due or owing is received by us, we shall be entitled to repay such excess sum to you by crediting such sum to any of your account(s) with us or by any other means as we may deem fit at your own risk.

- 6.3. A prepayment charge of 1.5% of the outstanding Loan amount or such other amount as we may prescribe from time to time is payable when the prepayment is effected within the first year of the tenure of the Loan.

7. INSURANCE

- 7.1. You must effect a death and total and permanent disability insurance policy of such coverage as we may determine with Aviva Limited or such other insurer as we may approve from time to time.

- 7.2. You consent to and authorise us to debit, without notice to you, your account for such amount(s) as may be required to pay for the insurance premiums payable on the due date(s) or such other date as we may determine and to disclose any information relating to you or your accounts and affairs to the insurer as we shall consider fit for the purposes of effecting the above insurance policy.

- 7.3. The insurance cover is intended for and will be used to pay all moneys owing under the Loan, the Approval Letter and these Terms and Conditions.

8. FEES AND CHARGES

- 8.1. In addition to the above, you shall also be responsible for the following fees and charges where applicable:-

- (a) Processing Fee - a processing fee of 3% of the Loan amount or such other amount as we may prescribe from time to time, shall be charged upon approval of the Loan.

- (b) Late payment Fee - if any amount payable under these Terms and Conditions (including any interest under Clause 4) is not paid when due,

you shall be charged a late payment fee of S\$60/- or such other amount as we may prescribe from time to time for each month or part thereof during which any such amount (or part thereof) is not paid.

- (c) Service charge - a service charge or administrative fee of such amount and/or charged at such rate as we may prescribe from time to time, for any service provided by us or any action taken by us in carrying out any of your instructions or requests relating to your Loan, whether such services or actions are referred to or contemplated in these Terms and Conditions or otherwise. This service charge or administrative fee shall include all disbursements and expenses incurred in providing such service or taking such action. Details of fees and charges for our common services are available on request.

- (d) Other fees and charges - all GST, insurance premiums, legal fees, stamp duties, registration fees, legal fees, administrative fees, applicable prevailing charges and out-of-pocket expenses incurred or payable by us in connection with the Loan and the preparation, execution, registration and perfection of all other securities and documents as we may require (if any) in relation to the Loan at such time as we may consider appropriate.

- (e) Legal fees - all legal fees on a full indemnity basis and all other costs and disbursements in connection with demanding and enforcing payment of moneys due and owing to us under or in connection with the Loan or any other matters relating to the Loan.

- 8.2. We may vary any of the above fees or charges or the basis on which the fees and charges are determined at any time but will, in most cases, give you at least 30 days' notice of the variation before such variation takes effect provided that the variation is within our control. The obligation to give you advance notice does not apply if variations are required in an emergency or where it is not practicable to give such advance notice.

- 8.3. We shall have the right (but not the obligation) to pay any of the above fees or charges due and not paid by you as we may decide and we may debit your account for such fees and expenses at our discretion.

9. APPLICATION OF MONEYS

- 9.1. If any sum paid or recovered in respect of the Loan is less than the amount then due or owing, we shall be entitled to apply and appropriate such sum received by us in such manner or order as we consider fit.

10. EVENTS OF DEFAULT

- 10.1. You shall immediately repay, on demand, the outstanding Loan, interest and all other fees and charges and moneys payable in relation to the Loan upon any of the following events of default happening:

- (a) any of the monthly instalments of the Loan or any moneys payable in connection with the Loan or under any agreement relating to or in connection with the Loan are not paid when due;

- (b) you commit or threaten to commit a breach of any of these Terms or Conditions or any agreement relating to the Loan;

- (c) you become insolvent or you enter into any arrangement or composition for the benefit of your creditors or you have any petition filed or notice issued or any step taken for the making of a bankruptcy order against you;

- (d) any of your present or future indebtedness for or in respect of money borrowed or raised (whether from us or any other person) becomes (or becomes capable of being declared) due and payable prior to its stated due date otherwise than at your option or any such indebtedness is unpaid when due or, as the case may be, within an appropriate grace period;

- (e) you die or become insane;

- (f) a distress or execution or writ of seizure and sale or attachment is levied upon or issued against any of your property or assets;

- (g) a receiver is appointed over your property, assets or undertaking or any part of such property, assets or undertaking;

- (h) any events occur or circumstances arise which give us reasonable grounds for believing that you may be unable to perform or comply with any of your obligations under these Terms and Conditions or under any agreement given by you to us;

- (i) the credit report on you from any credit bureau obtained by us from time to time or any other similar credit check on you is unsatisfactory to us as we may decide at our discretion;

- (j) any of your warranty, declaration or representation set out in these Terms and Conditions or the application form for the Loan is or becomes untrue;

- (k) in our opinion, you have made any material statement which was false or misleading, or suppressed any material fact in or in connection with the application for the Loan; or

- (l) in our opinion, it is or becomes unlawful or shall contravene any applicable laws or regulations or directives for us to allow all or part of the Loan to remain outstanding and/or to perform all or any of our duties or obligations under these Terms and Conditions or the Approval Letter or otherwise in connection with the Loan or any other agreement(s) with you.

11. RIGHT TO DEBIT ACCOUNTS

- 11.1. We shall have the right at any time and without prior notice to you to debit any of your accounts with us whether in Singapore or elsewhere with the principal, interest, monthly instalments, insurance premiums, commission, charges, fees, expenses, legal fees, normal bank charges, costs, expenses, GST and other taxes and levies, amounts overdue in respect of all moneys due and owing from you to us and all other moneys payable by you to us under or in connection with the Loan. If such debiting causes your account to be overdrawn or further overdrawn, interest shall be payable on the amount overdrawn or further overdrawn at the prevailing applicable rate and you shall be further liable to us for any monthly late payment fees in relation to such overdrawn or further overdrawn amount or such amount as may be specified by us from time to time.

12. RIGHT TO SET-OFF AND CONSOLIDATION

- 12.1. In addition to any other rights which we may have, we shall be entitled at any time and without notice to you to combine or consolidate all or any of your accounts and liabilities with or to us (in Singapore or elsewhere) or set-off or transfer any sum(s) standing to the credit of one or more of such accounts in or towards the satisfaction of any of your liabilities to us on any other account(s) (in Singapore or elsewhere) or in any other respect whether such liabilities are actual or contingent, primary or collateral, several or joint, or such accounts are held by you singly or jointly with any other persons. If the credit balances on such accounts and the liabilities on any other accounts are not expressed in the same currency, we shall be entitled to effect any necessary conversions at our own rate of exchange then prevailing.

13. RULING-OFF OF ACCOUNT

- 13.1. In addition and without prejudice to any other rights which we may have, we may for any reason which we deem justifiable, open a new or separate account (hereinafter called the "new account") for you in our books and credit (notwithstanding any legal or equitable rule of presumption to the contrary) all or any payments made to us by you or on your behalf to the new account so that such payments shall not reduce the amount owing by you to us in relation to the Loan. For the avoidance of doubt, such new account shall be subject to our rights of set-off and consolidation under these Terms and Conditions or otherwise.

14. INDEMNITY

- 14.1. You shall indemnify us against any loss, damage, liability, cost and expense which we may incur or suffer (including legal costs on a full indemnity basis) as a result of or arising out of or in connection with the provision or maintenance of the Loan or in relation to these Terms and Conditions or the terms and conditions set out in the Approval Letter or any change in law, regulation or official directive which has an effect on the provision or maintenance of the Loan or these Terms and Conditions or the terms and conditions set out in the Approval Letter Provided That the said loss, damage, liability, cost or expense is not caused by our own gross negligence or wilful default.

15. STATEMENT OF INDEBTEDNESS

- 15.1. A statement or certificate signed by any of our authorised officers as to the moneys and liabilities for the time being due to or incurred by us shall, except for clerical mistakes appearing on the face of the statement or certificate, be final and conclusive and be binding on you.

16. NOTICE OF DEMAND

- 16.1. Any demand for payment of moneys or other demand or notice or communication in relation to the Loan or any matters hereunder may be signed by any of our authorised officers for the time being or by our solicitors. Such demand, notice or communication may be sent by post to or left at your last address in Singapore in our records and a notice or demand so given or made shall be deemed to be received on the day it was so left or the day after the date of posting notwithstanding that it is returned by the post office undelivered.

17. INDULGENCE OF BANK

- 17.1. Notwithstanding that we may have delayed or failed or omitted to exercise any right, power, privilege, claim or remedy available to us upon any default by you or that we may have accepted payment for any moneys outstanding under the Loan after such default, we shall not be held to have waived or condoned or acquiesced in such default and may at any time exercise all or any of the remedies available to us. Any delay or indulgence on our part in taking steps to enforce any rights or remedies conferred on or available to us shall not be held to prejudice or be a waiver of our rights of action in respect thereof.

18. CHANGE OF ADDRESS OR OTHER PARTICULARS

- 18.1. You are required to promptly notify us in writing of any change in your address or other relevant particulars or information. We shall be entitled a period of not less than 14 Business Days after receipt of your notice to process and update the change(s).

19. INFORMATION

- 19.1. You are required to supply to us immediately upon request all statements, information, materials and explanations (except information of a proprietary nature) regarding your operations and finances as may be reasonably required by us from time to time.

- 19.2. You authorise us and give us consent to conduct credit checks on you (including but not limited to checks with any credit bureau recognised as such by the Monetary Authority of Singapore) and/or obtain and verify any information relating to you and/or any of your account(s) with us from or with any other person or organisation from time to time and without notice and liability to you. This authorisation shall survive the termination of the Loan and these Terms and Conditions.

20. INSTRUCTIONS BY TELEPHONE, MAIL OR OTHER MEANS

- 20.1. In addition to any rights we have under these Terms and Conditions, we may as we see fit act on any instructions or any other matter whatsoever relating to the Loan given or purportedly given by you by post or any other medium of communication, including via facsimile transmission or telephone.

- 20.2. Where we agree to act on instruction given by you via a medium of communication other than post, you must indemnify us from and against any loss which we may incur as a result of acting on such instructions in accordance with these Terms and Conditions. You also agree that we will not be liable to you for any loss that you may incur as a result of our acting on such instructions.

- 20.3. In the case of telephone or facsimile instructions from you:-

- (a) we may but are not obliged to accept, rely on and act in accordance with such instructions given by you or any person purporting to be you;

- (b) we may require that instructions be confirmed in such manner as we may specify from time to time and we may in our discretion and without notice refuse to act on any such instructions until we receive such confirmation satisfactory to us;

- (c) we may require you to give written instructions (and any other documentary evidence of authority) in the case where the proceeds of any transactions or any funds in the account are to be credited or remitted to any account not in your name or to another bank account;

- (d) we may ask questions about you and about particulars of your Loan to verify your identity;

- (e) you consent to us recording your telephone conversations with us to provide evidence of instructions and other verbal communications and agree to be bound by such recording and that we may at any time in our discretion erase such recordings; and

- (f) we may refuse to act on any instructions given by you if such instructions are inconsistent with any applicable law, rule or other regulatory requirement.

21. GOVERNMENT CHARGES

- 21.1. You shall be responsible for all government taxes (including GST) and charges imposed on or payable in respect of any sums payable to us or otherwise relating to the Loan, and you shall pay to us the amount of any such taxes and charges (or such part thereof which the law does not prohibit us from collecting from you) on or before the time when such taxes or charges become due under law, in addition to all other sums payable to us in relation to the Loan, and you shall indemnify us against payment of such taxes and charges.

22. CONSENT TO DISCLOSURE

- 22.1. By signing the application form for the Loan (which expression shall include any form to add you as a borrower of the Loan) which signifies your agreement to be bound by these Terms and Conditions, you consent to us, our officials, employees, agents and any other persons who by reason of their capacity or office have access to our records, registers or any correspondence or material with regard to you or any of your accounts with us, to disclose any information relating to and any particulars of your accounts and affairs:-

- (a) to any person or organisation participating in the provision of electronic or, without limitation, other services in connection with banking services utilised by you in connection with the Loan, whether in Singapore or outside Singapore for the purpose of the operation of such services, including but not limited to investigating discrepancies, errors or claims;

- (b) to any person or organisation to whom we outsource certain functions or activities or who provide administrative, telecommunication, computer, payment, collection, security, clearing, credit reference or checking, or other services or facilities to us relating to operation of our business, whether in or outside Singapore;

- (c) to the police or any public officer conducting an investigation in connection with any offence;

- (d) to credit or charge card companies in credit or debit or charge card enquiries;

- (e) to our stationery printer, external printer, agent or storage or archival service provider (including but not limited to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storage, microfilming and/or filing personalised cheques, statements of accounts, passbooks, cards, labels, mailers or any other documents or items on which your name and/or other particulars appear, or any data or records or any documents whatsoever;

- (f) to any information gathering or processing organisation or department conducting survey(s) on our behalf;

- (g) to any person or party that has referred your application for the Loan to us;

- (h) the Commissioner of Stamp Duties, the Registry of Companies, Registry of Businesses and/or any other government officials or departments or relevant bodies whom we consider fit to disclose information, in connection with the Loan;

- (i) to the extent and for such purposes as any such information may be permitted to be disclosed under or pursuant to the Banking Act, Chapter 19 of Singapore to any credit bureau recognised as such by the Monetary Authority of Singapore under or pursuant to the Banking Act of which we are a member or subscriber for information sharing services and (through any such credit bureau) to any fellow member or subscriber as may be so recognised by the Monetary Authority of Singapore;

- (j) to any person or organisation for the purpose of enabling us to conduct any credit checks on you and/or to obtain and verify any information relating to you or any of your account(s) with us;

- (k) to any person or organisation for the purpose of or in connection with the marketing or promotion of any services or products or investigating any complaint or dealing with any query relating to the marketing or promotion of any services or products;