
iOCBC OneTouch Terms and Conditions

These terms and conditions ("Terms") apply to and regulate your use of the iOCBC OneTouch Service provided by OCBC Securities Private Limited ("OSPL"). The iOCBC OneTouch Service is provided as part of iOCBC, and accordingly:

- these Terms are in addition to and shall be read in conjunction with the OSPL Standard Trading Terms and Conditions ("STC") (and any reference to the terms and conditions of the STC shall include reference to these Terms); and
- in the event of any conflict or inconsistency, these Terms shall prevail over the STC to the extent of such conflict or inconsistency.

You must accept and agree to these Terms before you are able to use the iOCBC OneTouch Service. By accepting and agreeing to these Terms, you acknowledge and agree that you have successfully registered for the iOCBC OneTouch Service and will be able to view your trading account information using the Touch ID registered with your mobile device. You understand the need to protect your mobile device. Once your mobile device is successfully registered with the iOCBC OneTouch Service, your account information can be accessed with the fingerprint registered in your mobile device. If you have other people's fingerprints registered on your mobile device, they will be able to access your account information as well.

1. The iOCBC OneTouch Service is a mobile application, available only to customers using:
 1. Apple iPhone 5s or newer phones, operating on iOS 8 or newer systems, and with Touch ID registered. Touch ID is a fingerprint recognition feature, designed and owned by Apple Inc. The iOCBC OneTouch Service may not work if the phone contains applications not authorised by Apple Inc.
 2. Samsung mobile devices with fingerprint recognition feature, operating on Android 4.2 newer systems, and with fingerprint registered. Other Android mobile devices with fingerprint recognition feature, operating on Android 6.0 or newer systems, and with fingerprint registered. The iOCBC OneTouch Service may not work if the phone contains applications not authorised by Google and/or Samsung Electronics Co.
2. To use the iOCBC OneTouch Service, you will need to:
 1. be a customer of OSPL and be a valid user of iOCBC;
 2. have installed the iOCBC Trade Mobile application on your Apple and/or Android mobile device (the "Application");

3. have at least one fingerprint registered on your Apple and/or Android mobile device; and
 4. comply with these Terms.
3. If you wish to register for the iOCBC OneTouch Service, you must go through a registration process by keying in your iOCBC internet access code and internet access PIN, followed by a One Time Password.
 4. You can deactivate the iOCBC OneTouch Service at any time via the "Settings" menu.
 5. You acknowledge and agree that, for the purposes of the iOCBC OneTouch Service, the Application will be accessing the fingerprint registered in your mobile device, and you hereby consent to OSPL accessing and using such information for the provision of the iOCBC OneTouch Service.
 6. OSPL reserves the right to impose charges or to revise at any time such charges for the use of the iOCBC OneTouch Service upon written notice to you. Such charges or revisions shall take effect from the date stated in the notice. Where you continue to use the Application after such notification, you shall be deemed to have agreed to and accepted such charges or revisions to such charges.
 7. OSPL expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the use of, the iOCBC OneTouch Service or in relation to the processing of or any other matter relating to any iOCBC OneTouch Service request ("Request"). Without prejudice to the foregoing, the acceptance by OSPL of your submission of a Request does not amount to a representation or warranty by OSPL that:
 1. the iOCBC OneTouch Service will meet your requirements;
 2. the iOCBC OneTouch Service will always be available, accessible, function or inter-operate with any network infrastructure, system or such other services as OSPL may offer from time to time; or
 3. your use of the iOCBC OneTouch Service or OSPL's processing of any Request will be uninterrupted, timely, secure or free of any virus or error.
 8. You acknowledge and agree that, to the extent permitted under applicable law, OSPL shall not be liable to you for any and all losses, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with:
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1. the provision by OSPL of or your use of the iOCBC OneTouch Service or the Application;
 2. the processing of any Request;
 3. any unauthorised access and/or use of your mobile device;
 4. the use in any manner and/or for any purpose whatsoever by any person at any time whatsoever and from time to time of any information or data:
 - i. relating to you;
 - ii. transmitted through your use of the iOCBC OneTouch Service or the Application; and/or
 - iii. obtained through your use of the iOCBC OneTouch Service or the Application;
 5. any event the occurrence of which OSPL is not able to control or avoid by the use of reasonable diligence; and/or
 6. the suspension, termination or discontinuance of the iOCBC OneTouch Service.
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9. OSPL shall not be liable and you agree to indemnify OSPL and keep OSPL indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on an indemnity basis) whatsoever and howsoever caused that may arise or be incurred by OSPL in providing the iOCBC OneTouch Service, whether or not arising from or in connection with and including but not limited to the following:
 1. any improper or unauthorised use of the iOCBC OneTouch Service or the Application by you;
 2. any act or omission by any relevant mobile or internet service provider;
 3. any delay or failure in any transmission, despatch or communication facilities;
 4. any access (or inability or delay in accessing) and/or use of the iOCBC OneTouch Service or the Application; or
 5. any breach by you of any warranty under or provision of these Terms.
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10. To the extent that any of the limitations set out above are not permitted by law, OSPL's liability to you arising from or in respect of each Request, whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, damages or liabilities caused or arising from or in relation to OSPL's provision of the iOCBC OneTouch Service and/or under or relating to these Terms shall not exceed the value of such Request.
 11. OSPL shall be entitled to exercise any of its rights and remedies under the STC (including the right to withdraw, restrict, suspend, vary or modify the iOCBC OneTouch Service (whether in whole or in part)).
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12. No failure or delay by OSPL in exercising or enforcing any right or option under these Terms shall operate as a waiver thereof or limit, prejudice or impair OSPL's right to take any action or to exercise any right as against you or render OSPL responsible for any loss or damage arising therefrom.
13. If any one or more of the provisions in these Terms are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of these Terms shall not in any way be affected or impaired.
14. A person who is not a party to any agreement governed by these Terms has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of these Terms.
15. These Terms shall be governed and construed in all respects in accordance with the laws of the Republic of Singapore but in enforcing these Terms, OSPL is at liberty to initiate and take actions or proceedings or otherwise against you in the Republic of Singapore or elsewhere as OSPL may deem fit, and you hereby agree that where any actions or proceedings are initiated or taken in the Republic of Singapore, you do hereby submit to the jurisdiction of the courts of the Republic of Singapore in all matters connected with your obligations and liabilities under or arising out of these Terms.