

**Terms and Conditions Governing OCBC Securities Electronic Statements**

- 1) I agree that the my contract note(s) and/or account statement(s) (collectively, the “Statement(s)”) that will be delivered to me electronically shall be deemed to be delivered to me on the date stamped on the email that is delivered to me
- 2) I agree that the contract note(s) and/or account statement(s) shall be deemed to have been delivered to me when they are available on the trading platform for viewing or downloading.
- 3) I agree that you reserve the right to impose such fee(s) for the use of the Electronic Statement(s) Facility from time to time at your absolute discretion without my prior consent.
- 4) I agree that you have the absolute discretion to make Electronic Statement(s) Facility available to me. Further you have the discretion from time to time to add new e-statement(s), modify, restrict, withdraw, cancel, suspend or discontinue the Electronic Statement(s) Facility without giving any reason and I understand that by using the Electronic Statement(s) Facility after any modification or change has been effected, I am deemed to have agreed to such modification or change.
- 5) I shall apply for or enrol in the Electronic Statement(s) Facility in such manner as may be prescribed by you and shall provide my email address. You have the absolute discretion, without giving any reason or notice, to determine the eligibility of my accounts for Electronic Statement(s) facility. I understand, agree and acknowledge that you may automatically enrol me in the Electronic Statement(s) Facility if I fulfil the criteria of (i) having an online trading account and (ii) having provided you with an email address. In relation to any of my trading account(s), I agree and acknowledge that, unless determined otherwise by you, I shall not be eligible to apply for the Electronic Statement(s) Facility if my trading accounts are trading account(s) which OCBC Securities deems are not eligible for the Electronic Statement(s) Facility.
- 6) Upon my enrolment to the Electronic Statement(s) Facility, subject to clause 7, you will generate an electronic form of the Statement which can be accessed via the trading platform.
- 7) I may request for paper form of my statement to continue being delivered to me by indicating and submitting my preference. I am aware that changes will take effect by 7 working days. You reserve the right to reject or cancel my request for Paper Statement(s) Facility.
- 8) I agree that you reserve the right to impose such fee(s) for the request of the Paper Statement(s) Facility from time to time at your absolute discretion without my prior consent.
- 9) Cancellation of use of the Electronic Statement(s) Facility may be effected by you. You shall prior to cancelling my enrolment to the Electronic Statement(s) Facility, give notice of such cancellation through electronic or paper document, sent to me at my last known email, mobile number or other address.
- 10) I agree that you shall not be liable if I am unable to gain access to the Electronic Statement(s) Facility. I understand that while the Electronic Statement(s) Facility is available to me once effected, 24 hours a day, some or all the services thereon may not be available at certain times due to maintenance and/or computer, telecommunication, electrical or network failure or other causes beyond your control.
- 11) I agree that you shall use reasonable effort to ensure that the Electronic Statement(s) Facility is secure and cannot be accessed by unauthorised third parties. However, I acknowledge that you do not warrant the timeliness, security, secrecy or confidentiality of any information transmitted through any applicable internet service provider, network system or such other equivalent system in any jurisdiction via the Electronic Statement(s) Facility and will not hold you responsible for any losses suffered by me as a result thereof.
- 12) You shall notify me on the availability of my Electronic Statements via email to the email address that I provide to you at registration or email address last known in your records.

- 13) I acknowledge and agree that the email address I provide to you at registration or email address last known in your records is valid and that I am the registered owner on record and the designated user of such email address provided and I agree to notify you immediately of any change in my email address(es) for the purposes of the Electronic Statement(s) Facility. Where I fail to inform you of such change, you shall not be responsible for any loss, damage or other consequence which I may suffer because of any notification(s) being sent to my latest email address(es) in your records.
- 14) I agree to examine and view online the Statement(s) in a timely and prompt manner. If there is delay or failure in the delivery of the electronic form of the Statement, I agree to contact you.
- 15) These Terms and Conditions shall be read in conjunction with, where applicable, the OCBC Securities Standard Trading Terms and Conditions. In the event of any conflict, these Terms and Conditions shall prevail.
- a. You may at any time at your sole and absolute discretion and upon notice to me, change any one or more of these Terms and Conditions. Such change shall be effective immediately upon posting of such expanded, amended or varied terms on OCBC Securities Website.
  - b. Where I continue to utilise the Electronic Statement(s) Facility after such notification, I shall be deemed to have agreed with and accepted the amendments. If I do not accept any such amendments, I shall forthwith discontinue utilising the Electronic Statement(s) Facility and instruct OCBC Securities accordingly.
  - c. You may notify me of any changes of these Terms and Conditions by any one of the following:
    - i. publishing such changes in the Statement(s) to be made available to me;
    - ii. displaying such changes at your premises;
    - iii. posting such changes on your website;
    - iv. electronic notification or letter; or
    - v. such other means of communication as you may determine in your sole and absolute discretion.
- 16) Notwithstanding anything to the contrary, you shall not be liable for any loss, claim, damage, liability or expense whatsoever or howsoever caused that may arise or be suffered or incurred (whether directly or indirectly) by me in relation to or ancillary to the use by me of the Electronic Statement(s) Facility.
- 17) I shall indemnify you and at all times keep you fully and completely indemnified against all claims, demands, actions, proceedings, losses and expenses including legal costs as between solicitors and own client on a full indemnity basis and all other liabilities of whatsoever nature or description and howsoever arising which may be made, taken, incurred or suffered by you in connection with or in any manner arising out of the Electronic Statement(s) Facility and these Terms and Conditions.
- 18) A person who is not a party to any agreement governed by these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act Cap 53B to enforce any provision of these Terms and Conditions.
- 19) These Terms and Conditions and any agreement governed by these Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore and I irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Singapore.