

## **HL BANK ELECTRONIC SIGNATURE SERVICE TERMS AND CONDITIONS**

### **1. Definitions and Interpretation**

1.1 In these terms and conditions, the following words shall have the following meanings unless the context otherwise requires:

- (a) “Bank” means HL Bank, including its successors in title and assigns and any entity with which it may amalgamate or merge with;
- (b) “Customer” means the person indicated, as the context requires, and may refer without limitation to any person submitting an application to the Bank for services or products of the Bank, any hirer under any hire purchase agreement, or any borrower under any banking agreement;
- (c) “Electronic Record” means any electronic data or images of any form, document, instruction or communication, , instruction or communication and all records in electronic form;
- (d) “Electronic Instruction” means an instruction, in an electronic form, that the Customer gives to the Bank; and
- (e) “Electronic Signature Service” means the services provided by the Bank to the Customer to allow the Customer to sign or execute:
  - (i) any document that the Bank may need; or
  - (ii) any document for the Bank,

in electronic form or by electronic means and (where applicable) on any electronic device of the Bank.

1.2 Words that have a reference to a gender include a reference to 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 and conditions are for ease of reference only.

1.6 References to times of day shall unless otherwise stated be references to Singapore time.

1.7 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to such statute or legislation as amended from time to time or to a newly adopted statute or legislation replacing a repealed statute or legislation and be deemed to include any subsidiary legislation made thereunder.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. Application of Terms and Conditions**

2.1 These terms and conditions will apply if the Customer uses the Electronic Signature Service to sign or execute any document or agreement that the Bank may need or any document for and/or of the Bank.

- 2.2 The Electronic Signature Service may only be used for signing or executing such documents as permitted by the Bank and the Customer understands that the Electronic Signature Service may not be used for certain instruments and documents.

### **3. Terms of Use**

- 3.1 If the Bank allows the Customer to use the Electronic Signature Service, then the Customer shall:
- (a) use the Electronic Signature Service in a manner that complies and meets all of the Bank's processes, procedures and requirements that may be in place from time to time;
  - (b) give the Bank the specimen signatures of the Customer or its authorised signatories in a way and manner and by such times that the Bank may require the Customer to; and
  - (c) if required by the Bank, use an electronic signature pad or an electronic device that can collect, record and/or store information and signatures in an electronic form in a way and manner that the Bank may ask the Customer to.
- 3.2 The Customer agrees that it shall not do anything which may affect or impede the proper functioning or provision of the Electronic Signature Service by the Bank. This includes, without limitation, intentionally or negligently introducing or permitting the introduction of any viruses, codes, software or other materials that may impede or affect the Electronic Signature Service.
- 3.3 The Customer represents and warrants to the Bank in relation to any electronic signature provided by the Customer that:
- (a) each of the Customer's authorised signatories has authorised and consented to the Bank collecting and linking their signatures with the relevant agreement / document in electronic form;
  - (b) each of the Customer's authorised signatories has agreed and acknowledged that their signatures on any document is reflected clearly and accurately and their signatures collected, received and/or stored in such electronic form shall be deemed to be equivalent to their respective signatures in hard copy, in ink and in original for all purposes provided such is collected or obtained in accordance with the Bank's requirements and procedures;
  - (c) the electronic signature is the signature of the person to whom it correlates and the electronic signature was affixed by that person with the intention of signing or approving the electronic record;
  - (d) the electronic signature provided is valid, authentic and accurate; and
  - (e) the electronic signature has been provided in a manner which complies and is in accordance with the Bank's processes, procedures and requirements.

### **4. Authorisation and Consent**

- 4.1 The Customer authorises and consents to the Bank:
- (a) collecting and linking the signature of the Customer or its authorised signatures with any Electronic Instruction in electronic form; and
  - (b) using an electronic signature pad or other electronic device that can collect, record and/or store information and the signatures in an electronic form.

- 4.2 Where any consent or authorisation is provided by the Customer on behalf of its authorised signatories, the Customer confirms and warrants that it has procured such consent and authorisation from such persons.

## **5. Electronic Record**

The Customer acknowledges and agrees that all Electronic Records:

- (a) Shall be provided to the Bank in a way that the Bank requires. This may include, without limitation, that all electronic signatures are to be clearly and accurately reflected by the Customer on any Electronic Record;
- (b) be deemed the equivalent of the Customer's or the Customer's authorised signatories' signatures in hard copy, in ink or in original form for all purposes and have similar effect, provided such is collected or obtained in accordance with the Bank's requirements and procedures;
- (c) can be used as evidence in any court, tribunal or in any legal or administrative proceedings and any investigation or inquiry;
- (d) will be proof as to the content of the Electronic Record;
- (e) shall be considered to be valid, accurate and authentic as to the contents of the Electronic Record (including the Electronic Signature and Electronic Signature Instruction). The Customer or its authorised signatories shall not dispute the validity, accuracy or authenticity of the contents of any Electronic Record;
- (f) shall include (without limitation) evidence in the form or activity or transaction logs, computer or electronic records, magnetic tapes, cartridges, computer printouts, copies, or any other form or computer or electronic data or information storage or system;
- (g) shall be final and conclusive of the information and any instruction and agreement of any matter that is set out in the applicable Electronic Instruction or document or instrument signed or executed via the Electronic Signature Service (except in the case of manifest error by the Bank);
- (h) may be destroyed by the Bank after a prescribed time; and
- (i) the Customer shall at all times procure that its authorised signatories abide by and observe the foregoing terms.

## **6. Liability and Responsibility**

6.1 The Customer agrees and acknowledges that:

- (a) they will not hold the Bank liable for acting in good faith on any instruction given to the Bank through the Electronic Signature Service;
- (b) it is solely responsible for all matters relating to use of the Electronic Signature Service;
- (c) the Bank shall not be liable in any way for any loss, damage, costs, expense or liability whatsoever or howsoever caused arising in connection with it or any other person's use of the Electronic Signature Service;
- (d) in respect of any encryption keys or passwords, it is its sole responsibility to keep such private and confidential and to prevent any unauthorised use of the same; and

- (e) the Electronic Signature Service will not be error-free or interruption-free and that the Bank makes no express or implied warranty in relation to any services, systems, procedures, services, or products in relation to the Electronic Signature Service including any warranties of merchantability, satisfactory quality, fitness for a particular purpose, and/or compliance with description.

## **7. Indemnity**

The Customer shall indemnify the Bank and keep it indemnified at all times against all losses, damages, costs, charges, expenses (including without limitation legal costs), claims, proceedings and actions (including without limitation by third parties) which it may sustain or suffer in connection with:

- (a) the falsity, inaccuracy or incompleteness of any Electronic Record provided by the Customer to the Bank;
- (b) any breach by the Customer of any representations, warranties, undertakings and terms and conditions in these terms and conditions;
- (c) any statement, act, omission, default, fault, negligence or fraudulent or dishonest act or omission of the Customer or its authorised signatories;
- (d) any Electronic Record deemed or found by the Bank to be fraudulent or unauthorized;
- (e) any claim brought by any third party in respect of the Bank relying on any Electronic Record provided by the Customer to the Bank; and
- (f) the Bank's contemplation of or execution, exercise or enforcement of any its rights, powers, remedies, authorities or discretions against the Customer.

## **8. General**

- 8.1 If the Customer is an entity comprising two or more persons, all covenants, agreements, representations, warranties, undertakings, stipulations, conditions and other provisions of these terms and conditions shall be deemed to apply to and be made jointly and severally.
- 8.2 Each of these terms and conditions is severable and distinct from the others and if at any time one or more of such terms or conditions or any part thereof is or becomes invalid, unlawful or unenforceable, the validity, legality and enforceability of the remaining terms and conditions shall not in any way be affected or impaired but such terms and conditions shall be construed as if such invalid, unlawful or unenforceable term or condition had never been contained.
- 8.3 Any waiver of a breach or default of any of these terms and conditions by the Bank shall not be construed as a waiver of any succeeding breach of the same.
- 8.4 The Bank shall not be deemed to be in breach of any of its obligations hereunder by reason of any delay in performing or non-performance of its obligations under these terms and conditions where such delay or failure was due to any cause or factor beyond its control.
- 8.5 A person who is not a party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term or condition herein.
- 8.6 The Bank may change, amend, alter or vary these terms and conditions at any time. Any amendment, change, alteration or variation shall take effect on such date as stipulated by the Bank.

- 8.7 These terms and conditions shall be governed by and construed according to the laws of Singapore. The Customer irrevocably submits to the exclusive jurisdiction of the courts of Singapore.
- 8.8 These terms and conditions are supplemental and in addition to any other existing banking agreement with Customer has with the Bank and the Bank's other applicable terms and conditions. In the event of any conflict between these terms and conditions and any other banking agreement or terms and conditions, these terms and conditions shall prevail insofar such relate to electronic signatures or use of the Electronic Signature Service.