

**Current Account Opening Form for Retail Customers**

Bank of India  
Singapore Branch

Date:

I/We request you to open a **Current Account in SGD/USD/.....** with you & for which we have read the rules & Terms and Conditions for opening of the account and accept them as binding upon me/us. I/We have received as copy of the same as well. I/We are fully aware of the exchange risks in deposits in currencies other than Singapore Dollars.

A/c Holder	Name of Individual	Date of Birth	Nationality	Passport No /IC/EP No	Expiry Date
Main					
Joint					
Joint					

In case of a Minor	
Minor's Date of Birth (submit copy of Birth Certificate)	
Name of Parent/Natural Guardian	
Address of the guardian	
Relationship with Minor	Father/Mother/By court Order/Others

Communication Address (Main A/c holder)	
Permanent Address / Home Address (Main A/c holder)	
Preferred Address type for mailing (Main A/c holder)	Communication Address / Permanent Address
Contact details (Main A/c holder)	Mobile Number with country code: Phone / Fax Number ( If any) : Email ID :
Communication Address (Joint A/c holder, if any)	
Permanent Address / Home (Joint A/c holder, if any)	
Preferred Address type for mailing (Joint A/c holder, if any)	Communication Address / Permanent Address
Contact details (Joint A/c holder, if any)	Mobile Number with country code: Phone / Fax Number ( If any) : Email ID :

Details of Employment/Business	Main Account Holder	Joint A/c Holder
Name of Employer/Name of Company		
Working as (Post)		
Monthly Salary/Annual Income		
Address of Employer/Company		
Contact No		
Purpose of opening Account		
Expected turnover in account in an year		

<b>Number of transactions in an year ( Debit transactions + Credit transactions)</b>	
<b>Source of wealth/ Funds</b>	
<b>Previous Nationality if Any</b>	
<b>(Please mention all previous nationalities )</b>	

<b>Operational Instruction</b>					
<b>Me</b>	<b>Either or Survivor</b>	<b>Former or Survivor</b>	<b>Anyone or any one of Survivors</b>	<b>Jointly to all or survivor</b>	<b>Others</b>

<b>Details of Ultimate Beneficial Owner ( if any other than account holder)</b>					
<b>Name of Individual</b>	<b>Date of Birth</b>	<b>Nationality</b>	<b>Passport No /IC/EP No</b>	<b>Expiry Date</b>	<b>Current Address</b>

<b>BOIS Internet Banking (View Based) Required</b>	Yes/No
<b>Cheque Book Required</b>	Yes/No

**Deposit Insurance Scheme:** Singapore Deposit Insurance Corporation (SDIC) covers individuals and other non-bank depositors with insured deposits placed with a Deposit Insurance (DI) Scheme member. Other non-bank depositors include sole proprietorships, partnerships, companies and unincorporated entities like associations and societies. All these persons would be insured depositors.

SDIC insures the Singapore dollar denominated deposits (includes a deposit held in a savings account, a deposit held in a fixed deposit account, a deposit held in a current account) placed with a DI Scheme member in any of its branches in Singapore. Singapore dollar deposits of individuals and non-bank depositors are insured by SDIC, for up to S\$100,000 in aggregate per depositor per DI Scheme Member. Foreign Currency Deposits, dual currency investments, structured deposits and other investment products are not insured by SDIC.

We undertake to keep Bank of India, Singapore notified, in case of any changes in ID, address or employment of the account holders in future within 15 days along with supporting documents.

**Tax Declaration:** We hereby declare that we are aware of Singapore's stance against tax illicit activities-with effect from 1<sup>st</sup> July, 2013 to designate tax crimes as money laundering predicate offences in Singapore.

- We are responsible for our own tax affairs.
- We have to the best our knowledge not committed or been convicted of any tax crimes.  We confirm that this account will be tax complied in Host Country, if applicable.

**FATCA Declaration:**

- I/We confirm that, I/we am/are **not a "US Person"**. Please find attached W-8BEN form.
- I/We Confirm that, I/we am/are a **"US person"** and Tax Identification Number is ..... Please find attached W-9 form.
- I/We confirm that, I/we am/are no longer a "US person"

**PEP/International Organizational PEP Declaration: Information of politically exposed persons, their immediate family members and close associates**

- Are any of the persons listed above a politically exposed persona, that is, a person who is or has been entrusted with any prominent public functions in Singapore, a country or territory outside Singapore, or by an international organization at present or who has stepped down from his prominent public function? Yes/No
- Are any of the persons listed above an immediate family member or a close associate of a politically exposed person or a politically exposed person who has stepped down? Yes/No
- Is there any expected receipt of large sums of monies from governmental bodies or state owned entities? If yes, from who / where?  
\_\_\_\_\_
- Will there be any usage of government account(s) as a source of funds in a transaction?  
\_\_\_\_\_

("PEP" means a domestic PEP, foreign PEP or international organization PEP; "Close associate" means a natural person who is closely connected to a PEP, either socially or professionally; "Domestic PEP" means a natural person who is or has been entrusted domestically with prominent public functions; "Family member" means a parent, step-parent, child, step-child, adopted child, spouse, sibling, step-sibling and adopted sibling of the PEP; "Foreign PEP" means a natural person who is or has been entrusted with prominent public functions in a foreign country; "International organization" means an entity established by formal political agreements between member countries that have the status of international treaties, whose existence is recognized by law in member countries and which is not treated as a resident institutional unit of the country in which it is located; "International organization PEP" means a natural person who is or has been entrusted with prominent public functions in an international organization; "Prominent public functions" includes the roles held by a head of state, a head of government, government ministers.)

**PDPA Declaration:** I/We hereby consent to the bank collecting, using or disclosing individual's data for the following purpose (Not exhaustive)

- Assessing corporate/individual's suitability for products and services, performing credit risk, customer due diligence, anti-money laundering/countering the financing of terrorism and fraud and other relevant risk assessments and checks.
- Processing corporate/individuals' application for products and services, payments, transactions, instructions or requests, complying with applicable laws, regulations, notices, circulars and guidelines including directives, orders or requests from competent authorities carrying out regulatory audits inspections/reporting; and
- For the bank's internal audit, credit/financial review, data/transactional analysis, testing a new systems/upgrades, research, compliance monitoring etc.
- Others purpose .....

I/We declare that the information provided in this form is true and correct. I/We am/are aware that I/We may be subject to prosecution criminal sanctions under written law if an I/We am/are found to have made any false statement which I/We know to be false or which I/We do not believe to be true, or if I/We have intentionally suppressed any material fact.

Signatures of Account holder/s

PLACE: SINGAPORE

<b>KYC Documents Required to Submitted by each Individual along with Account Opening Form</b>
<input type="checkbox"/> Copy of IC (for Singaporeans)
<input type="checkbox"/> Copy of IC & Copy of Passport (for Singapore PR)
<input type="checkbox"/> Copy of Passport (other than Singaporeans)
Copy of any PU bill such as Electricity Bill, Telephone/Mobile Bill, Latest Credit Card Statement, Bank Account Statement not more than 3 month old
<input type="checkbox"/> Copy of letter from employer/Salary Slip/annual tax return copy. (to support source of funds)
<input type="checkbox"/> Any other documents required by the branch for completion of due diligence.
<b>Note: All the documents mentioned below required to be produced in original for verification or it should be verified by our branch officials or should be Notorised by Public Notary</b>

For more information and download forms please visit our bank's website- [www.boj.com.sg](http://www.boj.com.sg)

**Indemnity for Facsimile/Telex/Email Instructions**  
**(Individual, Sole Proprietor Partnership A/Cs)**

To,  
Bank of India,  
Singapore Branch

Dear Sir,

In consideration of you at our request agreeing to act upon the instructions which have been/will be sent to you by facsimile or telex or email from time to time in relation to my / our account(s) with you or any facilities extended by you, I/we confirm that I/we am/are aware of the possible risks involved in connection with the giving of any instructions by facsimile or telex or email and that you will not be responsible in any way for any unauthorized instruction or orders given to you and that you will not be under any duty to verify the identity of the sender of the facsimile or telex or electronic mail instructions/orders or enquire into the genuineness or authenticity of such facsimile or telex or electronic mail instructions/orders,

You are hereby irrevocably and unconditionally authorised to act on any instructions/orders by facsimile or telex or email, which in your sole discretion, you believe emanate from me / us (without the need for any verification or investigation) and you shall not be liable for acting on instructions/orders by facsimile or telex or email which emanate from unauthorised individuals or in any other circumstances whatsoever.

I / we hereby undertake and agree to forthwith on demand indemnify you fully and save you harmless from and against all liabilities, loss, cost, actions, charges, damages, expenses, claims and demands which may be made against you or which you may sustain whether directly or indirectly by reason of or in connection with your acting on instructions or orders given to you by telex or facsimile or electronic mail in my / our names/s.

My / Our request and the indemnity herein shall continue until I / We give you written notice signed by me / us as per the operational instructions revoking or terminating the request and indemnity herein given, provided that notwithstanding such written notice, the indemnity herein shall continue to apply in respect of any action taken by you before the date of receipt by you of such notice.

This Deed of Indemnity shall be governed by and construed in accordance with the laws of the Republic of Singapore and any dispute, controversy or claim which may arise between the parties out of or in relation to or in connection with this Deed of Indemnity shall be finally settled by the exclusive jurisdiction of the Singapore Courts.

The Contracts (Rights of Third Parties) Act, Cap. 53B (the "Act") shall not apply to this Deed of Indemnity and a person who is not a party to this Deed of Indemnity shall have no rights under the Act to enforce or to enjoy the benefit of any term of this Deed of Indemnity.

Yours faithfully

Signature of Customer

Place: Singapore

Date:

## Indemnity form to be obtained while opening an account

To,

Bank of India 158,  
Cecil Street,  
# 01-01, # 02-01 & # 09-01,  
Singapore-069546

Dear Sir,

I/We (or any one or more of us) shall be lodging with you from time to time for credit into the Current account of myself/ourselves or any one or more of us, with you, hundies, pro-notes, cheques, demand drafts, dividend warrants or various other negotiable instruments (all of which are hereinafter referred to as the "Said negotiable instruments) payable to third parties and either drawn upon you or your branches or other banks. At times all or some of the Said negotiable instruments which may be so lodged with you may either bear irregular endorsement(s) or may not bear any endorsement(s) and the banks on whom the Said negotiable instruments are drawn may require you to confirm and/or guarantee to them such irregular endorsement(s) and/or want to endorsement(s).

2. I/we jointly and each severally hereby request you whenever necessary to confirm and/or guarantee on my/our behalf that the endorsement(s) on the Said negotiable instruments are genuine and/or in order and/in order and/or to give on my/our behalf such confirmation or guarantee to the paying banks as may be required by them on account of the want of endorsement(s) on such Said negotiable instruments.

3. In consideration of your agreeing to and acting on our said request I/we jointly and each severally agree and undertake so as to bind myself/ourselves, my/our respective heirs, executors, administrators, estate and effects to keep you indemnified and hold you harmless from and against all claims, demands, actions, proceedings, loss, damage, costs (between attorney and client) charges and expenses which may be made or brought or commenced against you or which you may or may have to pay, incur or suffer or to which you may be put (directly or indirectly) by reason of your having acted on our said request as aforesaid and I/we agree to pay to you on demand the amount of such moneys, losses, damage, costs, charges and expenses paid by you as aforesaid together with interest thereon at 6% per annum from the day of payment by you until reimbursement to you by us.

4. I/we hereby further authorise you to debit my/our account (account of any one or more of us) forthwith with any amount which in your opinion may be payable by me/us to you as aforesaid.

Yours faithfully

Signature of Customer

Place: Singapore

Date:

To,  
Bank of India Singapore Branch

No. Bills 1005

**Cheques, Bills Drafts and other instruments with or without Share Certificates or other Documents attached lodged with you for collection and/or Discount and/or Purchase from time to time**

With reference to all cheques, bills, drafts and other instruments with or without share certificates or other documents attached, now lodged or, which may at any time hereafter be lodged by me/us with you for collection and/or discount and/or purchase the following arrangements are hereby agreed upon:-

1. You may at your option but at my/our risk and responsibility in all respects, appoint an agent, who shall be my/our agent to collect.
2. You or the agent, at your or his option, may send for collection or payment on my/our account at my/our entire risk and responsibility by post or by other manner to another agent or to the drawee thereof any cheques, bills, drafts or other instruments with or without share certificates or other documents attached. I/We agree that such other agent or the drawee shall be my/our agent for collection at my/our entire risk and responsibility in all respects.
3. You or an agent may, at your or his option but at my/our risk and responsibility, receive, in exchange for cheques, bills, drafts and other instruments, cheques, bank drafts or other mandates for payment in lieu of cash.
4. Receipt by you or by an agent of cheques, bank drafts or other mandates for payments, which are thereafter lost mutilated or dishonoured and/or of securities of any description, is not to prejudice your rights on any cheques, bills, drafts or other instruments in case of dishonour, nor shall any proceedings taken thereon or your granting time or entering into any arrangements with any parties to such cheques, bills, drafts or other instruments, (and I/we hereby consent to your so granting time or entering into arrangements) prejudice or affect your absolute recourse to me/us.
5. Should you or an agent receive, in exchange for such cheques, bills, drafts or other instruments payment by an instrument which you or the agent cannot conveniently collect through normal channels it is clearly understood that such instrument may be collected in any manner and by any agency (including despatch to the drawee) at my/our entire risk and responsibility and the agent or agents (including the drawee) employed in such collection shall be considered fully as my/our agent or agents.
6. I/We hereby agree that all cheques, bills, drafts or other instruments and/or share certificates or documents which I/We may from time to time hand you for discount or purchase, or against which you make advances or pass consideration to me/us and the shares or goods hereby represented and the proceeds hereof are to be held by you as a continuing security for the payment on demand of the said cheques, bills, drafts or other instruments so discounted or purchased and of all advances, banking accommodation and/or expenses which you may make afford or incur to or for me/us in connection therewith and all other liabilities to you present and future, and you are to be at liberty to exercise all my/our rights (if any) as unpaid seller of the said shares or goods and without further reference to me/us to sell, insure, and without further reference to me/us to sell, insure, warehouse or otherwise deal with the said shares or goods as though you are the absolute owners thereof and you are expressly authorised by me/us (without being obliged to do so) to refuse to deliver share certificates or goods covered by the bills, drafts or other instruments, (whatever to their tenor) except against payment. I/We agree that your accounts of sale and accounts of your expense shall be accepted by me/us as conclusive evidence of the correctness of the matter therein written, and I/We declare that this agreement and your rights hereunder shall in no way be affected by my or the death of any one of us or by any change in my/our name, style or constitution.
7. The transmission of any cheques, bills, drafts or other instruments or share certificates or other documents or goods or the instruments received in exchange or payments therefor, and the advices and correspondence relating thereto, whether by post or otherwise and whether by land, sea or air or by telex, telegram or cable shall be entirely at my/our risk and responsibility and any loss, damage or delay howsoever occasioned shall be on my/our account and be wholly borne by me/us. I/We agree that you and the agents shall be absolved from and indemnified against all loss or damage in connection with such cheques, bills, drafts or other instruments or share certificates or documents or goods or any instruments received in exchange or in payment therefor in general and by reason of, the following in particular:-
  - a) loss or damage in transmission by any manner,
  - b) telex, telegraphic or cable error, irregularity delay, mistake, omission, misreading, misinterpretation or mutilation,
  - c) loss, damage or deterioration to any share certificates or documents or goods during transit or wheresoever incurred,
  - d) loss or damage to or mutilation or alteration of any such cheques, bills, drafts or other instruments or share certificates or documents or any instruments issued or received in exchange or payment therefor,
  - e) loss or damage howsoever occasioned due to any failure of or delay in transmission by post, sea, air, telex, telegram or cable or relative advices or correspondence, or the non-despatch or non-receipt of such relative advices or correspondence.

Signature of Customer

Date:

Place: Singapore

## Mandate for Call Back

The Manager,  
Bank of India,  
Singapore Branch.

CIF ID			
Name Of Account			
Account No 1		Currency	
Account No 2		Currency	
Registered email ID			
Registered fax No			

Dear Sir,

I / We here by authorise the Bank to call back (telephone) any one of the following persons for the purpose of confirming the fax / email instructions received by the Bank for effecting remittance / fund transfer from our above mentioned account/s :-

Name of the authorised person	Telephone

I / We hereby confirm that we are aware that:-

1. The Call Back Procedure may be performed by the Bank for Payment Instruction(s) above a threshold amount of SGD 5,000 or equivalent in any other currency. The above amount is indicative only and Bank may change the threshold for call back without prior notice.
2. The Bank reserves the right in its discretion to decide whether or not to carry out the Call Back Procedure; and whether or not to comply with the Payment Instruction if such instruction cannot be authenticated or validated using the Call Back Procedure.
3. If the bank is not successful in calling back (because the bank could not able to contact any of the persons above beyond its control or for whatever reason) the Bank may in its discretion will decide whether or not to process the instructions and the Bank shall not be liable for any losses or costs I/we may suffer as a result.
4. The Bank is under no obligation or duty to carry out the Call Back Procedure and these internal control measures should not be construed in any way as imposing such a duty.
5. We have given above mentioned email ID and fax no to register in Bank's record and take full responsibility of remittance instruction received by bank from above mentioned email ID and fax no. Bank at its discretion may not call back if the remittance instruction is received from above mentioned email ID / fax no.
6. Bank at own discretion may not call back if the remittance is going to my / our account (account with same title).

Name:	Signature:
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## Bank of India, Singapore

### Terms and Conditions Governing Accounts

#### DEFINITIONS

These Terms and Conditions will govern your Accounts with Bank of India Singapore

When you read these Terms and Conditions, please bear in mind the following

'**ABS**' means the Association of Banks, Singapore

'**Account**' refers to such account(s) which you may have with the Bank whether alone or jointly with any other person(s) and includes savings accounts, current accounts, fixed deposits and any other accounts which the Bank may introduce from time to time.

'**Affiliates**' mean any Person that Controls, is Controlled by, is under common Control with, or is a related company of, Bank of India or Vendor, whether through ownership of voting securities or otherwise.

'**Business Day**' means any day on which banks in Singapore and the Bank are open for banking business.

'**Clearing Day**' means any Business Day excluding Saturdays, Sundays, and public holidays.

'**Content**' means any information, images, links, sounds, graphics, video, software or other materials, including quotes, news and research data, made available through Electronic Services.

'**KYC**' means "Know Your Clients"

'**Ultimate Beneficial Owner**' or its variants (i.e., 'Controlling, Controlled by or under common Control') shall mean the legal, beneficial, or equitable ownership, directly or indirectly, of at least 25 percent of the aggregate of all Voting Interest.

'**Electronic Services**' includes Internet banking and any other services or facilities offered via electronic means in or outside Singapore.

'**Foreign Currency Account**' means any current account, fixed deposit account or Savings Bank account which are denominated in foreign currencies and any other type of accounts which the Bank may specify from time to time.

'**MAS**' means the Monetary Authority of Singapore '**Person**'

means any individual.

'**We**', '**our**', '**us**' and '**the Bank**' refers to Bank of India, Singapore.

'**You**', '**your**', '**Account holder**', '**customer**' means the Person(s) in whose name(s) the Account is maintained, and includes the successors or personal representatives of such Person.

The expressions 'prevailing interest rate', 'prevailing prescribed charge', 'prevailing prescribed commission', 'prevailing prescribed fee', 'prevailing prescribed minimum' and 'prevailing prescribed rate' wherever they appear in these Terms and Conditions mean the interest, charge, commission, fee, minimum sum and rate prescribed by us. Details are available upon request & on bank's website [www.boi.com.sg](http://www.boi.com.sg)

The singular includes the plural where applicable and vice versa. A gender includes all genders.

If any of the provisions in these Terms and Conditions is or becomes invalid, illegal or unenforceable under any law, the validity, legality or enforceability of the remaining provisions will not be affected or impaired. The Bank is entitled to waive compliance with any provisions herein, but such waiver shall not prejudice the Bank's right to enforce compliance with any such provisions on any other occasion. These Terms and Conditions are binding on and enforceable against your heirs, personal representatives, executors and successors in title.

#### TERMS AND CONDITIONS OF GENERAL APPLICATION

##### OPENING OF ACCOUNT

- An account can be opened by one or more individual singly or jointly, corporate registered in Singapore or outside Singapore by deposit of initial deposit of cash or cheque. We will determine the Account number to be allocated to each Account opened and may change it upon notification to you. We may decline to deal with an Account holder who appears to us to be mentally unable to manage himself or his Account.
- Documents required for the opening of account is as below

##### **KYC Documents Required to Submitted by Individual (Each Director/Shareholder/Authorised Signatory)**

(all the documents mentioned below required to be produced in original for verification or it should be verified by our branch officials or should be Notarised by Public Notary)

<input type="checkbox"/>	Copy of IC (for Singaporeans)
<input type="checkbox"/>	Copy of IC & Copy of Passport (for Singapore PR)
<input type="checkbox"/>	Copy of Passport (other than Singaporeans)
	Copy of any PU bill such as Electricity Bill, Telephone/Mobile Bill, Latest Credit Card Statement, Bank Account Statement not more than 3 month old
<input type="checkbox"/>	Copy of letter from employer/Salary Slip/annual tax return copy. (to support source of funds)

<b>KYC Documents Required to Submitted by Corporate</b> (all documents mentioned below should be certified by one of director or authorised Signatory)	
<input type="checkbox"/>	Copy of Certificate of Incorporation along with ACRA (not more than 3 month old)
<input type="checkbox"/>	Copy of Memorandum & Articles of Association
<input type="checkbox"/>	Copy of Board Resolution to open the account and authorised Signatories
<input type="checkbox"/>	If company/shareholding company is registered outside Singapore - Copy of ROC if company is registered in INDIA.
-	Copy of Certificate of Incumbency & Good Standing if registered in BVI/Mauritius etc.
<input type="checkbox"/>	Address proof of the company copy of any PU Bill copy in the name of Company.
<input type="checkbox"/>	Organization chart
<input type="checkbox"/>	Others, if any

## DEPOSITS

Any deposit that you make shall be in the manner or in the currency permitted by us and commission or other charges may be imposed.

Savings Bank accounts can be opened in SGD or USD.

Current Account and Fixed Deposits accounts can be opened in the following currencies

Australian Dollar

- British Pound Sterling
- Canadian Dollar
- Euro
- Japanese Yen
- New Zealand Dollar
- Singapore Dollar
- Swiss Francs
- US Dollar

The smallest sum that can be deposited at the time of opening an account and also for maintaining stipulated minimum balance presently as below and the bank reserve the right to change it any time. For the latest please refer bank's website [www.boi.com.sg](http://www.boi.com.sg). Whenever the minimum balance required is not met, the bank shall be free to close the accounts and refunds the balance to the account holder in cash or send a cashier's order to the last known address after deduction of service charges/account closing charges

Saving Bank	SGD/USD	1000
Current Account	SGD/USD/or any other currency	5000
Fixed Deposit	any currency	1000

Savings & Current Account which are not operated for one year or more shall be transferred to Dormant Category at regular intervals to be decided by the bank subject the levy of charge and the bank may at its discretion to close these accounts or allow resumption of operations.

**Nomination Facility:** As per local regulation there is no nomination facility available in Savings Bank Accounts. In the event of death of a sole account holder or the surviving or the last surviving account holder, the amount payable in such account shall be paid to the legal representative of such sole account holder or the surviving or the last surviving account holder, as the case may be. The legal representative shall mean either the executor or the administrator who has obtained probate or letters of administration as the case may be.

## WITHDRAWALS

You shall maintain sufficient funds in your Account to meet all payments and withdrawals. Fees may be imposed for unsuccessful debit instructions. Any withdrawal that you make shall be in the manner and on such terms and conditions as we may set from time to time. You may make withdrawals at our branch.

We may debit your Account regardless of whether the Account has sufficient funds if the payments or withdrawals:

- are made via duly completed withdrawal request forms or cheques with signatures that are consistent with those on our records and/or presentation of your or your authorised signatory's(ies) identity card(s) or passport(s) if requested by us; or

Even if there are sufficient funds in your Account, we are not obliged to act on any instructions relating to your payment or withdrawal request if

- the signature is different from the specimen signature furnished to us or not signed in the authorised manner or not drawn in accordance with the signature requirements prevailing at the time of presentation;
- the cheque/financial instrument is presented after more than 6 months or the period specified on the cheque/financial instrument has elapsed from the date of the cheque/financial instrument;
- in the case of a cash cheque where the word "bearer" has been cancelled;
- we have received or we are obliged to comply with any regulatory, judicial or statutory requirement or request not to proceed with the payment or withdrawal request or to effect a payment to any government body or agency or we are served with a court order or other form of legal process

requiring us to freeze the Account or to disallow withdrawals; or funds in the Account have been earmarked for any reason. We also have the right to process payments and withdrawals in any order of priority determined by us.

- Any alteration on a cheque or other withdrawal request must be confirmed by the full signature of the signatory (ies) which conform to the specimen signature(s). We are not bound to honour any cheque or withdrawal request where the alteration is confirmed by initial(s) or incomplete signatures, which do (es), not conform to the specimen signature(s).

We may require your parent or legal guardian to give consent to your withdrawal if you are below the age of 21 years and you withdraw from your Account an amount that we deem substantial.

Please note that transactions (both deposit and withdrawal) in USD currency notes shall attract "IN LIEU" charges at 1% of transacted amount, per transaction.

Cheque book facility is not available in Savings Bank Accounts as per MAS/ABS Guidelines, Cash Withdrawal shall be allowed by means of withdrawal form only and the bank may require the depositor to furnish proof of Identity before permitting withdrawals and no third party payments is allowed. Withdrawal form can be accepted for transfer of funds from one account to another account in the branch. Funds can also be transferred by an authorizing bank by way of a letter.

## PASSBOOKS

- You shall not pledge your passbook as security.
- Your passbook is for reference only and is not conclusive as to the current balance of your Account since deposits or withdrawals may be made or charges debited to your Account without production of the passbook.
- If you lose or damage your passbook, a prevailing prescribed fee may be imposed for new issuance of passbook and this fee may be debited from your Account.

## CHEQUES

- Cheques may not be drawn on the Bank except on the forms supplied by the Bank and registered for each Account. Applications for cheque books should be made on the prescribed requisition forms or by such other mode we may prescribe or permit from time to time.
- We may accept foreign currency cheques for clearing as we may determine from time to time and shall only credit your Account with the proceeds of such cheques after adjustments have been made for the difference in exchange rates, bank commission, stamp duty and other charges upon clearance of the cheques and all risks connected with the clearing including but not limited to exchange rate movement shall be for your Account.
- Foreign currency cheques and other financial instruments received for collection will only be credited to your Account after receipt of payment.
- Cheques drawn on local banks are only cleared on a designated Clearing Day, which must be a Business Day.
- Cheques drawn on local banks are credited when deposited but cannot be drawn against until the proceeds have been received in the account. Account will be debited if such cheques are dishonoured.
- We reserve the right to debit your Account with cheques credited but subsequently returned unpaid.
- Cheques or financial instruments deposited by you and dishonoured or which cannot be processed by us for any reason may be returned by ordinary mail to your account mailing address at your own risk and expense.
- We may refuse to accept any cheque or any other instrument for deposit. This includes without limitation any cheque on which the payee's name is not identical with your name that of the relevant customer.
- We may refuse to pay cash even though the word "bearer" is not cancelled and the cheque is not a crossed or "A/C Payee" cheque.
- You must make requests for new cheque book(s) to be mailed to you in writing or by any automated, computerised or other manner we may agree to. Pursuant to this or for any other reason, we may dispatch to you any new cheque book(s) by post (whether by ordinary or registered mail), courier or any other mode of delivery which we deem appropriate at your cost and risk (including the risk of disclosure of any information concerning the Account arising from such dispatch).
- We reserve the right to charge for issuing cheques and cheque books at our prevailing prescribed rates.
- We may refuse to act on stop payment instructions unless we receive a written request signed by any signatory of the Account or a verbal request from any signatory of the Account subject to verification of the identity of the requester. Stop payment on cheques will be effected based on the cheque number(s).
- Stop payment instructions will be deemed to be valid for the period as we may determine from the date on which we receive your verbal or written instructions. Stop payment charges will be debited from your Account regardless of whether your stop payment instruction was processed successfully.
- You agree not to make use of any stamps or seals or other instruments in drawing cheques, or other forms of withdrawals, or in communications with us without first notifying us and entering into such arrangements as we may require. We may (but are not obliged to) verify any stamps or seals or other instruments against your specimen stamps or seals or other instruments. If you or any person acting on your behalf make use of any stamps or seals or other instruments to draw cheques, or other forms of withdrawals, or in communications with us in breach of these Terms and Conditions, we may, without notice to you, refuse to honour or pay such cheques or requests for withdrawals or disregard such communications. We will not be liable in any way for any loss arising from honouring, paying or relying on such cheques, requests or communications and/or failing or refusing to honour, pay or rely on such cheques, requests or communications.
- We will retain any cheque presented to us for payment for 3 years from the date of payment. Thereafter, such cheques will be destroyed.
- Cheques, Dividend Warrants, Interest Warrants, etc., in favour of a third party will not be accepted for credit of a Savings Bank Account. The facility for collection of cheque/any other instrument deposited in the Savings Bank or Current Account will be at the discretion of the bank and the Bank will not be held liable for any loss/delay for realisation of the same. The Bank will be at liberty to appoint agents/couriers of its choice for collection of cheques/any other instrument. Any loss/damage that may be incurred/sustained by the Bank and/or its agent/courier while making collection of the cheques/or any other instrument will be solely at the risk of depositor/s. In the event a cheque is returned, whether inward or outward, the Bank shall advise the customer(s) in accordance with the normal course of business.
- The customer will indemnify the Bank, as collecting Banker, from any loss which the Bank may incur by reason of its relying upon any endorsement, discharge(s) on any cheque, bill, note, draft, dividend/interest warrant or other instruments presented by the customer for collection and in all such cases such reliance by the Bank shall be deemed to have been given at the customer's express request in every case. □ The bank may accept "Direct Mark" cheque(s) from a presenting bank and in such case, the customer's account shall be debited immediately with the amount of the cheque so marked.

## CHEQUE TRUNCATION

- Without prejudice to the generality of the foregoing provisions, the following shall apply to all articles, documents and items processed through the Cheque Truncation System ("CTS") operated pursuant to bye-laws made by the Singapore Clearing House Association ("SCHA") including but not limited to cheques (whether or not the same are, under section 82 of the Bills of Exchange Act, Cap 23 Singapore Statutes ("BEA") or otherwise, not transferable), other instruments and image return documents ("IRD") subject to the cheque truncation provisions of the BEA and/or any regulations made there under and all non-clearing items captured or generated pursuant to CTS. The Bank's rights, practices and/or liabilities are

subject to the relevant bye-laws and/or regulations of the SCHA and the Association of Banks in Singapore and we shall not be liable to you for any act done or omitted to be done pursuant to the aforesaid bye-laws and/or regulations.

- Where we are the presenting banker as referred to in Section 90 of the BEA and any cheque or other instrument as aforesaid is dishonoured by reason of non-payment or otherwise in circumstances where we might otherwise be obliged to return to you the original of the cheque or other instrument, we are not obliged to return to you any such original and it shall be sufficient that we (subject to such conditions as we may impose) issue to you the IRD relating thereto provided always that we may (acting at our sole discretion and subject to such conditions as we may impose) nevertheless return the aforesaid original in lieu of the relevant IRD.
- Where we have paid on any cheque or other instrument as aforesaid drawn or purportedly drawn by you (and/or on the image and relevant electronic payment information in respect thereto):
  - (a) we are not obliged to return to you the original of any such cheque or other instrument and it shall be sufficient (when so requested by you and subject to such conditions as we may impose and/or the relevant bye-laws and/or regulations of the SCHA) that we issue to you the electronic image of such cheque or other instrument or a printed or electronic copy thereof;
  - (b) you consent to the retention and storage of the aforesaid original by the relevant presenting banker as referred to in Section 90 of the BEA and/or the designated agent of such presenting banker and to the destruction of the aforesaid original upon the expiry of the period of time specified under the relevant bye-laws and/or regulations of the SCHA; and you consent to the retention and storage of the electronic data and/or image in respect of the aforesaid original arising from the CTS process in accordance with (and, unless we otherwise determine acting in our discretion and subject to such conditions as we may impose, only for so long as the retention period specified in or pursuant to the relevant bylaws and/or regulations of the SCHA and to the destruction of the aforesaid electronic data and/or image upon the expiry of the retention period so specified without us retaining a copy in any form or medium; provided always that we may (acting at our discretion and subject to such conditions as we may impose and/or the relevant bye-laws and/or regulations of the SCHA) nevertheless return the aforesaid original in lieu of the relevant electronic image or a printed or electronic copy thereof.
- We are entitled to disregard the presence or absence of any company or personal stamp(s), seal(s) and/or similar marking(s) on:
  - (a) any cheque (including but not limited to a cheque which under section 82 of the BEA or otherwise is not transferable) or other instrument (including but not limited to an instrument to which Section 86 of the BEA applies) drawn or purportedly drawn by you; or
  - (b) the image and/or relevant electronic payment information in respect of any such cheque or other instrument as aforesaid; even though you may have issued us contrary instructions, or the mandate for the Account may contain contrary instructions
- We shall not be liable to you (or any third party claiming through you) for any loss or damage (including but not limited to consequential loss or damage) suffered, howsoever caused, arising from the CTS including but not limited to the acts or omissions of any person or entity and/or any error caused by machine or hardware malfunctions or manufacturer's operating software defects unless it is caused solely and exclusively by the negligence or fraudulent or dishonest act of us or our officers or employees.
- We have absolute discretion (without incurring any liability to you) to determine whether to process through the CTS and/or any other clearing and/or settlement system as we think fit any article, document or item including but not limited to:
  - (a) cheques (whether or not the same are, under section 81A of the BEA or otherwise, not transferable); and (b) Other instruments (including but not limited to an instrument to which Section 85(2) of the BEA applies).
- Any reference in these Terms and Conditions to cheques and/or other instruments shall, where the context requires, include a reference to an IRD.

## INTEREST

- We will pay interest at our prevailing interest rate for interest bearing Accounts calculated on daily balances (excluding late cheque deposits) based on either a 360 or 365/366 day year, depending on the currency involved. Such interest will be credited to your Account monthly or yearly, depending on the Account type or on the day the Account is closed. Where the last day of the month or the year is a Sunday or public holiday in Singapore, interest for that day will be calculated based on the balance as at the preceding Business Day. No interest will be paid if the daily balance falls below the prevailing prescribed minimum for the Account.
- Interest will only accrue on funds including inward remittances which have been successfully credited for value to an Account. All deposit interest rates and exchange rates for currency conversion transaction shall be at rates determined by us from time to time.
- Interest will be allowed at the rate prescribed by the Bank from time to time. The present rate of interest allowed on Savings Bank Account can be ascertained at the Bank. The Bank reserves the right to vary the rate of interest from time to time and to increase or decrease the rate of interest payable. In Savings Bank Accounts interest will be paid on half yearly basis i.e. May & November. No interest shall be payable if the interest accruing in a six months period is SGD 5 or less or as may be decided by Bank from time to time.
- No interest will be paid on Current Accounts.

## OVERDRAFTS

- In the absence of prior written approval by the Bank, your Account shall not be overdrawn. A prevailing prescribed charge on each cheque issued will be imposed if it is returned due to insufficient funds. We may close the Account if cheques continue to be returned due to insufficient funds. Overdraft facilities may be permitted at our discretion.
- If your Account is overdrawn, all outstanding amount will be payable immediately together with interest, commission and other charges at our prevailing prescribed rates. Notwithstanding the outstanding amount which is repayable immediately, interest will be chargeable for the outstanding amount at our prevailing prescribed rate and will be computed on the principal amount owing on a daily basis and based either on a 360 or 365/366 day year, depending on the currency involved presently at the rate Prime +3.5% p.a. or at the rate prescribed by the bank from time to time and minimum interest will be S\$25 per application.
- Unpaid interest will be added to the principal amount owing at the end of each month and the total thereof shall be the new principal amount owing for the purpose of calculating subsequent interest. We will impose a minimum monthly overdrawn or excess charge as determined by us on your Account for the overdrawn amount.

## CHARGES, FEES, COSTS AND TAXES

- You will pay such fees as we may determine for the opening, closing and operation of the Account and any other services rendered by us.

- We may without notice debit your Account with service charges and any other amount representing any interest, fee, commission, service Charge, tax, levy or reimbursement payable to us notwithstanding that such debiting may result in your Account being overdrawn.
- In addition, we are entitled to impose a fee on all Accounts, including dormant Accounts for Annual Maintenance Charges, Dormant Charges, Minimum Balance Charges (where the credit balance falls below the minimum balance), and Cheque Book Issue Charges etc. we prescribe and on Accounts closed within 6 months from opening or such other period as we may prescribe.
- All payments made by you under these Terms and Conditions must be made free and clear of and without deduction of any tax or levy. You will additionally pay such goods and services tax (or any tax that may be substituted for or levied in addition to it) which may at any time be charged on any such payment. You further agree to indemnify us against any payment made by us in respect of such tax or levy.
- For latest charges please refer to the Bank's website [www.boi.com.sg](http://www.boi.com.sg)

## STATEMENTS OF ACCOUNT AND TRANSACTION RECORDS

- Unless expressly stated otherwise, Statements of Account ("Statement of Account") in any form as we may deem appropriate or confirmation advices will be despatched to you on a periodic basis as we may determine to your account mailing address. In respect of Accounts which we may designate from time to time ("Designated Accounts"), the Statement of Account, confirmation advices and/or Transaction Records (as defined below) may be made available via Electronic Services ("Electronic Statement") on such terms as we may notify you. In the case of a joint Account, one Statement of Account or where applicable one Electronic Statement, addressed to all the Account holders will be sent to the account address. You must notify us in writing if you do not receive the Statement of Account within 7 days of the expected date of receipt, failing which you will be deemed to have received it.
- If any Statement of Account, Electronic Statement or Transaction Record is returned undelivered, we will not send you any Statement of Account or Transaction Record in future until you update your account mailing address with us.
- You may request for duplicate records of any Statement subject to such conditions and the payment of such service fee as the Bank may impose from time to time.
- Statement of accounts/other communications shall be forwarded to the last known address on half yearly. Copy, if required shall be furnished subject to payment of administrative charges. All the communications sent by post to or left at the last address notified to the Bank shall be deemed to have been delivered to the customer to whom it is addressed at the time when the notice is left at the said last address or would in ordinary course be delivered.

## CUSTOMER'S DUTIES

You shall:

- Immediately notify us in writing of any change in your personal particulars which shall include but not limited to your residential and/or mailing address, your contact number(s), change in employer, tax residency, PEP etc. in writing along with supporting documents.
- Monitor the balance of your Account at all times and notify us in writing immediately of any unauthorised debits or withdrawals from the Account or of any matter concerning your Account that may invite suspicion;
- Sign and confirm any confirmation slip as requested by the Bank, including that related to auditing purposes (if requested to do so) and promptly notify us of any change in your address or personal information;
- Examine all debit and credit entries in the Statement of Account, updated passbooks, statements, and Transaction Records and report any omission from or debits or credits wrongly made or made without authority or inaccurate entries in such Statement of Account, updated passbooks, statements, and/or Transaction Records. You must notify the bank in writing of any objection to such debit or credit entries or omissions or any other inaccuracies within 14 days after receiving the Statement of Account, or Transaction Records, or in the case of an updated passbook within 14 days after the date of the transaction as reflected in the updated passbook. If you do not do so:
  - Such entries made in the Statement of Account, updated passbook, statement, or Transaction Records will be deemed correct and conclusive without further proof as against you in that the Statement of Account, updated passbook, statement, or Transaction Records contain all credits that should be contained in these documents and do not contain any debits that should not be contained in these documents;
  - You will be bound by the Statement of Account, updated passbook, statement, and the transaction Records;
  - We will be free from all claims in respect of any and every debit or credit item shown in the Statement of Account, updated passbook, statement, and the Transaction Records, except where (and only to the extent that) you have conclusively established in the Courts of Singapore that a manifest error has been made by us; and
- Not use your Account for any unlawful activity, else the Bank reserves its right to take such actions as it deems fit, including but not limited to closing the Account.
- If you have cheque books issued to you, it is your duty:
  - To immediately notify us in writing if you do not receive your cheque book(s) (which you have requested to be dispatched to you) within 2 weeks from the date of such request;
  - To immediately notify us and place a stop-payment on the cheque(s) in the manner provided herein if any of your cheques have been lost or stolen or misplaced; and
  - Not to keep cheque books, draw cheques or operate the Account in a manner which may facilitate theft, fraudulent alterations or forgery and to take such precautions as may be necessary in respect of the aforesaid, including but not limited to complying with the terms and conditions stipulated on the cheque book cover and in any agreements for services provided by us.
- If you have passbook(s) issued to you, it is your duty:
  - to keep the passbook secure at all times;
  - to immediately notify us in writing if the passbook is lost, stolen or misplaced ;
  - to update the passbook regularly ; and
  - to keep your internet banking password secure
- Where your joint account holder is a minor ("Child") you may apply to the Bank to allow operation of the Account by the Child on a Joint-All or JointAlternate basis. We may accept or reject this application at our sole discretion, and subject to any conditions we deem fit to impose. You agree that you will at all times be responsible for all instructions given and all transactions conducted by the Child, and for ensuring the Child's compliance with these Terms and Conditions. You undertake to fully indemnify the Bank on demand against all claims, demands, actions and.

proceedings that may be made against us, and any and all damages, liabilities, losses and expenses (including legal fees on a full indemnity basis) which we may incur or suffer, directly or indirectly, as a result of or in connection with the carrying out of any instructions given by a Child or by you in accordance with your mandate.

- It is the prime responsibility of the customer to declare the name and other particulars of the Ultimate Beneficial Owner ("UBO") in the Individual accounts (when UBO is not the account holder) as well as in corporate account in the prescribed format of the Bank.
- It is the customer's responsibility to promptly provide the additional documents when required during an ongoing transaction, monitoring or periodic review of accounts, to complete any due diligence exercise or to comply with local regulations.

## OPERATION OF JOINT ACCOUNT

Where the Account is in 2 or more joint names or has 2 or more authorised signatories:

- If, prior to acting on instructions received from one Joint Account(s) holder, the Bank receives contradictory instructions from another Joint Account(s) holder, the Bank may choose to act thereafter only on the mandate of all the Joint Account(s) holders of the Joint Account(s) notwithstanding the Joint Account(s) require single signing authority. ]
- If any one Account holder dies, we are authorised to hold any credit balance in the Account to the order of the surviving Account holders. This does not affect any other right we may have in respect of such balance arising out of any lien, charge, pledge, set-off or any other claim or counter-claim actual or contingent or otherwise. We will be released from all demands, claims, suits and actions by the heirs, executors and administrators of the deceased. In addition, we may, if any Account holder dies, suspend or close the Account without notice;
- Where the Account is in the names of 2 or more Account holders, these Terms and Conditions and all obligations under these Terms and Conditions will bind them jointly and severally;
- Any notice or communication given by us to one Account holder shall be deemed to have been served on all the other Account holders as well.
- In the event of the death of a sole depositor or of the surviving or the last surviving depositor, the amount payable in the account of such deceased depositor may be paid to the legal representatives of such sole depositor or of the surviving or the last surviving depositor, as the case may be at the Bank's unfettered discretion. "Legal representatives" shall include either the executor or the administrator who has obtained Probate or Letters of Administration from a Competent Court in Singapore or the holder of a grant of Succession certificate or of any other proper grant of legal representation to the estate of such deceased account holder from a Competent Court in India. The Bank reserves the right to pay at its discretion the balance due in the account of such deceased account-holder to the said legal representative(s) or the legal heirs of such deceased account holder upon the provision of such proper indemnity as the Bank may require with or without sureties.

## RIGHTS OF APPROPRIATION, DEBIT, SET-OFF AND/OR CONSOLIDATION OF ACCOUNTS

- We shall be entitled at any time and without notice to you, to perform any or all of the following:
  - whether your Accounts are held in your sole name or jointly with others, appropriate, set-off or debit all or part of the balances in any of your Accounts, to pay and discharge all or part of your liabilities to us; and where required, earmark any amounts credited or expected to be credited into your Accounts;
  - combine or consolidate all or any of your Accounts (whether matured or not) regardless of where your Accounts are located, and whether your Accounts are held in your sole name or jointly with others;
  - retain as security and/or sell by public or private sale any of your funds, chattels, securities and other valuables deposited with us for safe custody to pay and discharge all or part of such sum demanded at any time after demand for payment thereof having been issued (whether or not received by you) and without further notice;
  - refuse any withdrawals from your Account where the Account is earmarked for sums owing to us until such sums are paid in full;
  - make the necessary conversion at our prevailing currency exchange rate where any set-off or consolidation undertaken by us involves the conversion of one currency to another; and/or
  - Debit from your Account any sum wrongly credited into that Account.
- In the event
  - We accept liability on your Account or in respect of any activities or transactions in connection with or in your Account (regardless of whether or not you have knowledge of such activities or transactions), whether or not at your request, whether the liability is incurred in Singapore or elsewhere, present or future, actual or contingent, liquidated or unliquidated, primary or collateral, several or joint either alone or jointly with any other person;
  - You fail to make payment of any amount due to us;
  - You fail to return to us any amount which has been wrongly credited to your Account through any means or subsequently default by the remitting or paying party;
  - of your death, incapacity, winding-up, bankruptcy, judicial management or receivership; or ➢ you or any of your joint-Account holders breach any provision of these Terms and Conditions;

you or your estate ( as the case may be ) will bear all costs, charges, expenses or any losses directly or indirectly related to any of the action taken by us pursuant to this clause and will immediately upon demand pay us such amount. **INDEMNITY**

- You will fully indemnify us as collecting banker for any loss we may incur by guaranteeing any endorsement or discharge on a cheque, bill, note, draft, dividend warrant or other instrument presented for collection and such guarantee as given by us shall be deemed to have been in every case at your express request.
- You will on demand fully indemnify us against all claims, demands, actions and proceedings which may be made against us, and all damages, liabilities, losses and expenses (including legal fees on a full indemnity basis) which we may incur or suffer, directly or indirectly, as a result of the use of the Bank , Internet Banking and/or the PIN and/or any Electronic Services (including the Electronic Message services), with or without your authority, or your negligence or breach of any of these Terms and Conditions.

- If we retain solicitors to enforce and/or protect any of our rights or resolve any dispute relating to the money in or other matters relating to the Account whether by judicial proceedings or otherwise, you agree to promptly indemnify us for all costs (including legal costs on a full indemnity basis), fees and charges thereby incurred. This provision does not prevent you from proving in a court of law that some other party is obliged to so indemnify us, provided that your obligation to promptly indemnify the Bank shall not be deferred on such account.
- We shall in no event be liable to you or any other Person for any direct, indirect, incidental, special, consequential, punitive or economic loss, loss of revenue or business opportunities, lost profit, loss of anticipated savings or business, loss of data, loss of goodwill, expense or damage arising from or in connection with the operation of the Account or any access, use or inability to access or use any services and facilities granted to you, howsoever caused and regardless of the form of action (including tort or strict liability) even if we are advised of, or otherwise might have anticipated, the possibility of such loss, damage or expense.
- When the Bank accepts or incurs liability for or at the request of a customer, any funds or securities and other valuables deposited with the Bank belonging to the customer shall be regarded as security to the Bank for repayment of such liability, and the Bank shall have the right to retain such funds or securities or other valuables or any part thereof; and the Bank is entitled not to honor the customer's cheques until the said liability is fully settled.

## CONFIDENTIALITY OF ACCOUNT

The Customer authorises the transfer of any information relating to the Customer and any customer information (as defined in the Banking Act Chapter 19) to and between the branches, subsidiaries, representative offices, affiliates and agents of the Bank and third parties selected by any of them wherever situated, for confidential use in connection with the Account.

- You consent to us, our officials, employees, agents and any other persons who by reason of their scope of work, capacity or office have access to our records, registers or any correspondence or material with regard to you or any of your Accounts, disclosing any information relating to and any particulars of your Accounts and affairs:
  - to any Person or organisation participating in the provision of electronic or, without limitation, other services in connection with banking services utilised by you, whether in Singapore or elsewhere for purposes of operating such services including but not limited to investigating discrepancies, errors or claims;
  - to any Person or organisation to whom we outsource certain functions or activities;
  - to the police or any public officer purporting to conduct an investigation;
- Our authority to disclose such information shall survive the termination of these Terms and Conditions and closure of your Account.
- **Closing of Accounts:**
  - You may close your Account at any time by giving us written notice signed by you or your authorised signatory (ies) and paying us all outstanding amounts due and payable. When the request for account closure involves the premature closure of fixed deposit, the instruction must be signed by all account holders.
  - We may close Account(s) without giving any reason by 7 days' notice or, where we deem fit, immediately upon issuing a notice to you (whether or not the notice is received by you) :-
    - If the balance in the Account falls below the prevailing prescribed minimum;
    - if there are no transactions on the Account for such period of time as we may stipulate, where "Transactions" exclude interest crediting, enquiries and debiting of any charges, fees and interest. or
  - if there is no outstanding deposit in your fixed deposit account(s) for a period of 6 months or for such period of time as we may stipulate; we may close the Account without notice.
  - We may discharge our liability in respect of the monies in the closed Account by mailing a cashier's order or a banker's draft for that amount in the currency of deposit to you or through any other means as we may deem fit. No interest will be paid on unclaimed balances of a closed Account. If an overdrawn Account is closed by us, the overdrawn amount will remain payable together with interest, costs, expenses, commission and other charges shall continue to apply to you.
  - If a depositor closes the Saving Bank account within 12 months of opening it, a charge of SGD equivalent of USD 30 shall be imposed; If a depositor closes the Saving Bank account on or after 12 months of opening it a charges of SGD equivalent of USD 4 imposed.
  - If you close your Current Account within 12 months of opening it, a charge of SGD equivalent of USD 40 shall be imposed. If you close your Current Account on or after 12 months of opening it, an SGD equivalent of USD 25 shall be debited to customer account.
  - The charges mentioned in this clause ("Closing of Accounts") may be changed from time to time at the Bank's discretion in accordance with the Bank's latest service charges. Please refer bank's website [www.boi.com.sg](http://www.boi.com.sg).
  - The Bank reserves the right to close any account without prior notice if in the Bank's opinion it is not operated satisfactorily or for any other reason whatsoever and shall not be bound to disclose any reason there for.

## □ Others-

- Please refer to bank's website [www.boi.com.sg](http://www.boi.com.sg) for the latest service charges and minimum balance requirement & other details.
- The Bank does not act on instructions sent via facsimile (or "fax") or email from the customer; however, the customer may authorise the bank in writing to execute their instructions over fax/email upon specifically indemnifying the bank in respect of the same.. Notwithstanding this, the Bank reserves the right not to act on any instructions given via fax or email. Where instructions are given via fax, the original/hard copy should be sent to the Bank by post on the same day. Non-receipt of the said original may result in the customer losing the facility of issuing future instruction over fax/email. Customer have to provide a mandate letter providing the contact details of persons with whom the Bank can confirm the genuineness of the request sent through fax/email.
- **Deletion, Addition and alteration to rules:** The Bank reserves the right to delete, add to or alter these Terms and Conditions, impose service charges on accounts as per the Bank's policy or ABS/MAS guidelines at any time without giving a separate notice to every account-holder. An announcement of any change in the rules put up on the Bank's Notice Board or published in any one of the local English press or on the Bank's web site [www.boi.com.sg](http://www.boi.com.sg) shall be deemed to be sufficient notice to all account-holders. These Terms and Conditions as amended from time to time as aforesaid shall constitute a contract between the account holder and the Bank and will be binding on the account holder, his heirs, executors, administrators or other legal representatives and on the Bank.
- **Deposit Insurance Scheme:** Singapore dollar deposits of non-bank depositors are insured by the Singapore Deposit Insurance Corporation, for up to S\$100,000 in aggregate per depositor per Scheme member by law. Foreign Currency Deposits, dual currency investments, structured deposits and other investment products are not insured.

- **US Foreign Account Tax Compliance Act (FATCA):** Singapore is subject to US regulation of FATCA (Confirmation of Tax Residency Status Self-Certification), therefore each account holder whether individual or corporate shall be obliged to declare his / its US tax residency status by way of self-declaration in the prescribed format along with W-8BEN or W-9 whichever is applicable and as may be required by the Bank from time to time.
- **PDPA CONSENT:** The account holder hereby consents to the Bank and its related corporations collecting, using and/or disclosing his personal data for :-
  - assessing his suitability for products and services;
  - performing credit risk, customer due diligence, anti-money laundering/countering the financing of terrorism and fraud and other relevant risk assessments and checks;
  - Processing an individual's application for products and services, payments, transactions, instructions or requests;
  - Complying with applicable laws, regulations, notices, circulars and guidelines including directives, orders or requests from competent authorities carrying out regulatory audits/inspections/reporting;
  - The Bank's internal audit, credit/financial review, data/transactional analysis, testing new systems/upgrades, research, compliance monitoring etc.
  - such other purposes as specified and agreed in writing between the customer and the Bank; and
  - such other purposes reasonably required by the Bank to enable the Bank to provide the services relating to the Account, including such purposes as set out in the Bank's Personal Data Protection Policy which is accessible at the Bank's website or available upon request.

**Tax Declaration:** I/We (the customer) hereby declare that:

- We are aware of Singapore's laws and stance against tax illicit activities-with effect from 1<sup>st</sup> July, 2013 which among others designate tax crimes as money laundering predicate offences in Singapore.
- We are fully responsible for our own tax affairs.
- We have to the best of our knowledge not committed or been convicted of any tax crimes.
- We confirm that this account will be tax compliant in Host Country (i.e. the home country of the account holder), if applicable.

I/We have read & received a copy of these rules and accept them as binding upon me/us.

Date:

Signature.....



**Bank of India Singapore (BOIS)**  
**Retail Customer-** Request Form for availing Online Internet Banking (View only)

The Manager Deposits,  
 Bank of India, Singapore Branch (BOIS)

Date: \_\_\_\_\_

Dear Sir / Madam,

Request for availing BOIS Online Internet Banking Services for **Main Customer-ID**

I/We, request you to issue **Online Internet Banking (View only)** to me/us. The details of Main accountholder are as under:

Main Customer ID		Name of Main Account Holder			
Communication/Mailing Address					
		City, if any		State, if any	
		Country		Zip Code	
Contact Details	Country Code	Mobile No*(Mandatory)		Email ID	

Note: \* (Mobile No is used for 2FA authentication).

2. **Internet Banking, Terms & Conditions and Indemnity cum Agreement Form** duly signed by me/us is enclosed.

**Declaration**

I/We, confirm that I/We have read and understood the "Terms and Conditions" annexed hereto / as given on the Bank's web site for the usage of **BOIS Online Internet Banking (View only) Services** and unconditionally accept and agree to abide by the same and such other modifications made by BOIS from time to time. I/We am/are aware of the nature of services offered by BOIS through **Online Internet Banking (View Only) Services**. I/We, also agree to all the terms / conditions of opening / applying / maintaining / operating as applicable / modified for usage of **BOIS Online Internet Banking (View Only) Services**- as may be in force from time to time. I/We, declare that all the particulars and information given in this form are true, correct, complete and up-to-date in all respects and I/We, have not withheld any information. I/We agree and undertake to provide any further information that **BOIS India** may require. I/We agree and understand that **BOIS** reserves the right to reject any application or block or withdraw the **BOIS Online Internet Banking (View Only) Services**- to any or all account(s) without assigning any reason. I/We authorize **BOIS** to make references and enquiries which BOIS consider necessary in respect of or in relation to information in this application/further applications.

	Customer ID	Name	Signature
Main A/c Holder			

Place: \_\_\_\_\_

**For Bank Use Only**

**The Manager IT**

- We confirm, the customer's particulars, signature/s and details mentioned above are the same& as per Bank's record.
- Customer has submitted Internet Banking Terms & Conditions and Indemnity cum agreement

We recommend for issuance of **BOIS Online Internet Banking (View Only)**.

Officer Signature

Manager (Deposits & Services)

Date:

**For IT Department Only**

	Processed By (Signature with Date)	Verified By (Signature with Date)
Internet Banking		
Star Token		



## Bank of India, Singapore

### Internet Banking Terms & Conditions and Indemnity cum Agreement Form

This E-Service Agreement ("the Agreement"), is dated as of \_\_\_\_\_

By and between \_\_\_\_\_ and BANK OF INDIA, Singapore

having its office at 158, Cecil Street, #01-01, #02-01, #09-01 Singapore 069545.

#### 01. Definitions:

In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise:

"**Account(s)**" refers to the Customer's Savings / Current Account and / or any other type of account (each an "Account" and collectively "Accounts", so maintained with Bank of India, Singapore Branch which are eligible Account(s) for operations through the use of Internet Banking.

"**Bank**" means **Bank of India, Singapore (BOIS)** a Banking Company constituted under the Banking Companies having its branch office at 158, Cecil Street, #01-01, #02-01 & #09-01, Singapore-069545 (Near Tanjong Pagar MRT) & having its head office India at "Star House", C-5, "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051 (INDIA).

"**Customer**" means a person including individual(s), Company, Partnership Firm, Trust, Club / Association etc. who has an Account with the Bank and who has been authorized by the Bank to access and/or use the Internet Banking Services inter alia on the terms and conditions contained herein.

**Internet Banking Services** is the Bank's Services to the Customers through Internet *i.e. Internet Banking* for viewing Account Status; which includes balance enquiry, transactional view, statement of accounts etc.

The Bank may also make additions / modifications / deletions to the facilities offered through Internet Banking Services at its sole discretion.

"**Password**" is a secret series of characters comprising of letters of English alphabet and / or numeric numbers and / or special characters.

"**Personal information**" refers to the information provided by the Customer / User to the **Bank**.

"**Security Device**" refers to any smartcard, electronic device, software or hardware or other equipment given by the Bank to the Customer from time to time to enable the Customer to access the Internet Banking Services.

"**Terms**" refers to the terms and conditions for use of Internet Banking Services as detailed in this document.

"**STAR Token**" is a security application used for Two-Factor Authentication (2FA) which randomly generates a One-Time Password (OTP) and sends to the registered mobile of the customer. This One-Time Password (OTP) needs to be generated for setting as well as resetting of the StarToken PIN.

"**Registered Mobile**" is the mobile number registered with the Bank (in person) for identifying the customer and also for sending the One-Time password (OTP). It is expected that the mobile device will be used only by the customer.

"**IB Credentials**" This includes the Internet Banking User Id, Password, StarToken PIN and the One Time Password(OTP) generated by the customer at any point of time. Customers are expected / responsible to maintain secrecy in protecting these credentials to safeguard their personal data.

"**User**" refers to the person(s) authorized to use Internet Banking Services by the Bank, on the request of its Customer.

- In the case of Customer being a Partnership Firm, the partners of the firms shall authorize specific person(s), who will be allowed to have access to Internet Banking Services and the same shall bind all the partners of the partnership firm.
- In the case of Customer being a Company, the person(s) authorized by the board of directors of the Company and in case of a corporate body other than a company the person or persons having substantial power of management and control over such corporate body shall authorize specific person(s), who will be allowed to have access to Internet Banking Services and the said authorization by means of a Board Resolution, Power of attorney or mandate, as the case may be, will be registered with Bank.
- In the case of Customer being an Individual the individual is himself / herself.

"**User-ID**" refers to short collection of characters and/or numerals to be used to identify the User who is issued to have access to Internet Banking Application.

In this document all references to the User in masculine gender shall be deemed to include the feminine gender and vice versa.

#### 02. Applicability of TERMS

These 'Terms' form the contract between the Customer / User and the Bank for Internet Banking Services. The Customer / User shall apply to the Bank in the prescribed form for use of Internet Banking Services. A Customer / User who has read and understood the Terms (and such other modifications which may be made by the Bank from time to time at its sole discretion) and agrees to unconditionally accept and abide by the same only shall apply to the Bank for availing the Internet Banking Services. By applying for Internet Banking Services, it shall be deemed that the Customer / User has accepted and agreed to abide by these Terms and such other modifications, which may be made by the Bank from time to time. It is further clarified that the extension of Internet Banking Services by the Bank to any Customer / User shall be at the sole discretion of the Bank and Bank may reject any application(s) submitted by any Customer / User without assigning any reasons for such refusal. These Terms will be in addition to and not in derogation of the terms and conditions relating to any account of the Bank Customer.

#### 03. Term and Terminations

This agreement shall be effective as of the date first written above and shall remain in effect unless and until terminated by either party. Either party may terminate this agreement, effective thirty (30) days after sending written notice to the other party. The Bank may suspend provision of the Internet Banking Services to the Customer at any time if the Bank believes that the security or integrity of the Internet Banking Services is at risk.

#### **04. Representation and Warranties**

Each party represents and warrants that (i) it has full power and authority to execute, deliver and perform this Agreement and (ii) this Agreement has been duly authorized, executed and delivered by the party and constitutes the legal, valid and binding obligation of the party enforceable in accordance with its terms.

#### **05. Service Material**

The Bank may provide the Customer with materials (the "Service Material") including without limitation technical specifications, user manuals, operating guides and Security Procedures (as defined below) regarding the Internet Banking Services. The Customer shall follow the requirements and procedures set forth in the Service Material, which may be revised from time to time.

#### **06. Internet Banking Services**

Customer / User are aware that the Internet Banking Services cannot be claimed as a matter of right by any Customer / User and the same are provided at the sole discretion of the Bank. The Bank also reserves the right to refuse / withdraw the Internet Banking Services without assigning any reason.

The User shall procure and install, at his own risk and expense, the software, hardware and/or equipment necessary to access and/or use the Internet Banking Services. The user shall protect his computer from any cyber attack by securing it with supported OS, firmware, antivirus and also not opening/downloading freeware from internet and not opening attachments of mails received from unknown person. The Bank may advise / publish the information related to Internet Banking application on its website from time to time. There will be no obligation on the Bank to support all the versions of Internet Browser software.

#### **07. Fee for Service**

Currently no fees is levied for availing Internet Banking. Bank reserves its right to revise fees at any point of time after giving notice to the customers.

#### **08. Internet Access**

Upon acceptance of the terms of this Agreement, the User Id and the password for Internet Banking will be mailed to the customer's registered address. It is construed that the registered mobile number of the customer with the Bank can be used for identifying the customer by sending the One-time Password (OTP).

The Customer agrees to be bound by and adhere to the security procedures, terms and conditions notified to the Customer by the Bank (the "Security Procedures"), which the Bank may revise from time to time upon notice to the Customer and/or displaying the same in the website, including without limitation, the following:

- i) The Internet Banking Services can be accessed through StarToken with appropriate user Id and PIN and then entering the Internet Banking user id and password.
- ii) The customer agrees to make the IB credentials available only to individuals who are authorized to access the Account balance and transaction information on his/her/their behalf. The customer will be responsible for ensuring that the credentials are known to and used only by the relevant authorized users.
- iii) The customer agrees to safeguard the credentials and to instruct each of his authorized users of the same as per PDPA. The customer will be responsible for ensuring that the registered mobile is used only by him/her. iv) The User will be required to change the password assigned by the Bank on accessing Internet Banking Services for the first time. As a safety measure, the User shall change the password as frequently thereafter as possible.
- v) The User shall not attempt or permit others to attempt accessing the Account information stored in the computers of the Bank through any means other than the Internet.
- vi) The customer agrees to notify the Bank immediately of loss or theft of the credentials; any unauthorized use thereof, or any other breach of security.
- vii) The Customer shall ensure that each of his/her/their-authorized users is accessing the information on his/her/their behalf and is bound by these terms of the Agreement. viii) The Bank may conclusively presume that all information retrieval using the credentials issued to him/her/them by the Bank, are carried out in the Customer's name.

The Customer agrees that the Bank is authorized to honor, rely and act upon any and all information and instructions from his/her/their users, whether or not authorized, which are transmitted in accordance with the Security Procedures set forth above.

#### **09. Internet Banking Services Password(s)**

The User unconditionally undertakes, for the purposes of accessing the Internet Banking Services, password(s) of such number of letters / numerals / special characters as may be notified by the Bank from time to time and ensures that the same is kept confidential. If the User forgets the Password, the User may request for the issue of a new Password by sending a written request to the Bank and this shall not be construed as the commencement of a new contract. The Customer / User agrees and acknowledges that the Bank shall in no way be held responsible or liable, if the User / Customer incurs any loss as a result of information being disclosed by User regarding the Account(s) or carrying out the instruction of the User pursuant to the access of Internet Banking Services and the User / Customer shall fully indemnify and hold harmless the Bank in respect of the same. The User shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake.

#### **10. Unauthorized Access**

The User shall take all necessary precautions to prevent unauthorized and illegal use of Internet Banking Services and unauthorized access to the Account(s) provided by Internet Banking Services.

#### **11. Joint Accounts**

The Internet Banking Services will be available in case of joint accounts, only if the mode of operation is indicated as 'Either **or** Survivor' or 'Anyone **or** Survivor' or 'Former **or** Survivor' (operated by single signing authority) ("Mode of Operation"). In the event that the Mode of Operation is other than as stated above, the Bank reserves the right to make available the Internet Banking Services on a selective basis and on such additional terms and conditions as the Bank deems fit. The access rights on the account shall be dependant on the Mode of Operation given in the account. Further, all transactions arising from the use of Internet Banking Services in the joint account shall be binding on all the joint account holders, jointly and severally.

#### **12. Change in Authorized Signatory / Mode of Operation Account/s**

The Customer undertakes to promptly inform the Bank on any change in the User and / or the mode of operation of account/s linked to the Internet Banking Services and also understands and agrees that the Bank may take minimum one working day to effect the changes for Internet Banking Services. Where the Customer is not an individual, change in existing User and appointment of new User shall be made only by way of proper resolution / authorization passed by such Customer and communicated to the Bank in writing.

### **13. Mailing Address**

All correspondence / delivery by the Bank shall only be made at the address and / or e-mail address as registered with the Bank. The Bank shall in no way be held responsible for any non-receipt of the same. The IB credentials shall be mailed to the customer at his risk and responsibility.

### **14. Authority to Bank of India, Singapore (BOIS) for Internet Banking Services**

The display or printed output that is generated by the User at the time of operation of Internet Banking Services is a record of the operation of the Internet access and shall not be construed as the Bank's record of the relative transactions. The Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.

### **15. Instructions**

All instructions given to the Bank by the User or Customer via access to and/or use of the Internet Banking Services shall be given by the User through such device and in the manner indicated by the Bank. Instructions given to the Bank and transactions carried out under the User-ID and Password of the User/Customer are irrevocable and binding upon transmission notwithstanding that such instruction may have been given under error, fraud and/or have been forged. The User is also responsible for the accuracy, authenticity and completeness of the instructions provided to the Bank. The Bank shall not be required to independently verify the authenticity and/or accuracy of instructions and an instruction is effective unless countermanded by further instructions.

The Bank shall have no liability if it does not or is unable to stop or prevent the implementation of the initial instruction / instruction of the Customer / User. Where the Bank considers the instructions to be inconsistent or contradictory, the Bank may (without being bound to do so) seek clarification from the Customer / User before acting on any instruction of the Customer/ User or act upon any such instruction as it deems fit, at its sole discretion. The Bank states that it has no liability or obligation to keep a record of the instructions to provide information to the Customer / User or for verifying Customer's / User's instructions. The Bank reserves the right, without prior notice to the Customer/ User to cancel or refuse to comply with any instructions at any time without assigning any reason. The Bank shall not be under any duty to assess the prudence or otherwise of any instruction and have the right to suspend the operations through the Internet Banking Services, at its sole discretion if it has reason to believe that the Customer's/ User's instructions will lead or expose to direct or indirect loss or claim. In such cases, the Bank may require an indemnity or such other security from the Customer before continuing to operate the Internet Banking Services.

### **16. Accuracy of Information**

The Customer / User is responsible for the correctness of information supplied to the Bank for use of the Internet Banking Services. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the Customer / User. If the Customer / User notices an error in the information supplied to the Bank either in the application form or any other communication, he shall immediately advise the Bank, which will endeavor to correct the error wherever possible on a "reasonable efforts" basis. It is clarified that the Bank shall not be liable to the Customer / User or any other person for acting on such erroneous information supplied by the Customer / User. The Customer also undertakes that they shall fully indemnify and keep the Bank indemnified for any loss, damage or claim sustained to the Bank due to the Bank acting on such erroneous information supplied by the Customer / User.

### **17. Liability of the Customer, User and Bank**

The Bank shall not be liable for any unauthorized access occurring through the Internet Banking Services and the Customer / User hereby fully indemnifies and holds the Bank harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. The Bank shall under no circumstance be held liable to the Customer / User if the Internet Banking Services is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason. Under no circumstances shall the Bank be liable for any loss or damages whatsoever whether such loss or damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer / User or by any other person. Illegal or improper use of the Internet Banking Services by the User shall render the Customer liable for payment of financial charges as decided by the Bank or will result in immediate suspension of the operations through the Internet Banking Services, in addition to the Customer's liability as per the law of land.

### **18. No warranty**

Except as expressly provided herein, the Bank makes no representation or warranty, express or implied, as to the Internet Banking Services, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, or that the Internet Banking Service shall be provided error-free or uninterrupted. Certain information that the Customer may obtain through the Service is provided by third parties. The Bank will not independently verify such information and makes no warranty regarding its accuracy or completeness.

### **19. Indemnity**

The Customer hereby agrees and declares that he/she/they shall be bound by whatever action of the Customer / User or any inaction on his / her/ their part and shall not challenge the same and further hold the Bank harmless and indemnified in this regard. The Customer shall indemnify and hold the Bank harmless from and against any and all actions, claims, demands, loss, liability or expenses whatsoever on full indemnity basis, including attorney's fees and costs, resulting directly or indirectly from the Bank's compliance with, or carrying out, any instructions transmitted by the Customer in accordance with the Security Procedures in place between the Customer and the Bank or otherwise in accordance with this Agreement. The Customer will pay the Bank such amount as may be determined by the Bank to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

This indemnity shall survive the termination of this Agreement.

### **20. Disclosure of Information**

Any third party account and transaction information obtained by the Customer through use of the Service is the confidential property of the Bank ("Bank information"). The Customer agrees not to misappropriate the Bank Information or disclose all or part of such information to a third party. The Customer acknowledges that the bank may disclose information on the Customer to the Bank's affiliates or agents who have a need to know, and to any person or entity that the Customer has authorized to receive such information. In addition, the Bank may disclose such information to satisfy any legal requirement, pursuant to a judicial subpoena or court order, or pursuant to a bank regulatory order, audit or inquiry.

The Customer / User agrees that the Bank or their agents may hold and process their Personal Information and all other information concerning their Account(s) or otherwise in connection with the Internet Banking Services. The Customer / User also agrees that the Bank may disclose to MAS / RBI / Head Office / Other Branches of the Bank / Government departments / statutory bodies such Personal Information as may be necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with legal or regulatory directives and/or for fraud prevention purposes.

The provisions of this Section 22 are without prejudice and in addition to any other right of the Bank to disclose any information on the Customer under any applicable law.

### **21. Change of Terms**

The Bank has the absolute discretion to amend or supplement any of the Terms specified in this document at any time and will endeavor to notify such changes wherever feasible. The Bank may introduce new services within Internet Banking Services from time to time. The existence and availability of the new functions, changes etc. will be published on the Bank's Website ([www.bankofindia.com](http://www.bankofindia.com)) or by any other means, as and when they become available. The Customer / User agree to be bound and shall abide by the terms and conditions as applicable.

## **22. Non-Transferability**

The grant of Internet Banking Services to a Customer is not transferable under any circumstance and shall be used only by the User authorized by the Customer.

## **23. Termination of Internet Banking Services:**

The Customer may request for termination of the Internet Banking Services facility any time by giving a written notice to the Bank. The Customer will remain responsible for all actions prior to the time of such cancellation / termination of the Internet Banking Services. The Bank may at its sole discretion withdraw the Internet Banking facility at anytime without incurring any liability to the Bank. The closure of account by the Customer will automatically terminate the Internet Banking Services. The Bank may suspend or terminate the Internet Banking Services without prior notice if the Customer has committed breach of these Terms or the Bank learns of the death, any proceeding for winding up, bankruptcy or legal incapacity of the Customer.

## **24. Notices**

All Notices to the Bank shall be sent to Bank of India, Singapore Branch, 158 Cecil Street, #01-01, #02-01, #09-01, Singapore 069545 to the attention of the Chief Executive or to such other address as the Bank may specify from time to time. All Notices to the Customer shall be sent to the Customer at the Customer's last known address on the books and records of the Bank. All Notices shall be given by mail (first class, postage prepaid, addressed as indicated above) by hand delivery or by facsimile transmission providing transmittal receipt.

In addition, Bank may also publish notices in newspapers or on its website @ [www.boi.com.sg](http://www.boi.com.sg). Such notices will have the same effect as a notice served individually to each Customer. Notice and instructions will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex, e-mail or facsimile or upon publishing in any news paper or the Web Site of the Bank.

## **25. Risks**

The Customer acknowledges that there is certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and wireless networks, and the Customer hereby expressly assumes such risks. The Customer acknowledges that the Customer has requested the Internet Banking Services for the Customer's convenience, has made his/her/their own independent assessment of the adequacy of the internet as a service delivery mechanism, in addition to the security procedures described in the Service Material and herein, and the Customer is satisfied therewith. The Customer shall be responsible for the proper functioning, maintenance and security of its own systems, communication services, devices and other equipment.

The Customer hereby acknowledges that he is utilizing the Internet Banking Services at the Customer's own risk. These risks include but are not limited to the following risks,

### **(i) Misuse of Password/ PIN:**

The Customer / User acknowledges that if any unauthorized / third person obtains access to his password or StarToken PIN, such unauthorized / third person would be able to have access to the facility, the Bank shall not be liable for any loss, damage sustained to Customer. The Customer / User shall ensure that the terms and conditions applicable to the use of the password as contained in the Internet Banking Services Terms are complied with at all times.

### **(ii) Internet Frauds:**

The internet per se is susceptible to a number of frauds, misuse, hacking and other actions. Whilst the Bank shall aim to provide security to prevent the same, the Bank shall not be liable for any fraud, misuse and/or actions relating to the Internet Banking Services. The Customer shall separately evolve / evaluate all risk arising out of the same.

### **(iii) Technological Risks:**

The technology for enabling Internet Banking Services offered by the Bank could be affected by virus or other malicious, destructive or corrupting code or program. It may also be possible that the site of the Bank may require maintenance / repairs and during such time it may not be possible to process the request of the Customer / User. The Customer undertakes and agrees that the Bank disclaims all and any liability, whether direct or indirect, arising out of loss or profit or otherwise arising out of any failure or inability by the Bank to provide Internet Banking Service for whatsoever reason.

### **(iv) Registering & Securing Mobile Device :**

It is the sole risk and responsibility of the customer to ensure that the registered mobile device is used only by him. Customer registers his mobile number in person with the Bank for availing the online banking services. The customer shall inform the Bank for changing the registered Mobile Number with the Bank, in case of loss of mobile instrument/change of mobile number. The OTP password sent to this mobile device is at the risk and responsibility of the customer.

The Customer / User understands and accepts that the Bank shall not be responsible for any of the aforesaid risks. The Customer / User also accepts that the Bank shall disclaim all liability in respect of the said risks.

## **26. Governing Law**

This agreement shall be governed by and construed in accordance with the laws of Singapore, without regard to the conflicts of law principles thereof. Any action brought in connection with this Agreement shall be brought in Courts of Singapore located in the Country of Singapore. The parties hereby irrevocably consent to the exclusive jurisdiction and venue of such courts and agree not to assert the doctrine of forum non-convenience in any such action.

However, the Bank reserves the right to initiate legal action at any other Court of competent jurisdiction.

The mere fact that a User from a country other than Singapore can access Internet Banking Services through the internet shall not be interpreted to imply that the laws of the said country govern these terms and conditions and / or the operations in the accounts of the Customer through Internet and / or the use of Internet Banking Services.

## **27. Applicability to Future Accounts**

The Bank and the Customer agree that if the Customer opens further Account(s) with / subscribes to any of the products / services of Bank, and Bank extends the Internet Banking Services to such Accounts or products or services and the Customer opts for use thereof, then the Terms shall automatically apply to such further use of the Internet Banking Services by the Customer.

## **28. Assignment**

The Bank shall be entitled to sell, assign, securitize or transfer the Bank's right and obligations under the Terms and any security in favour of Bank (including all guarantee/s) to any person of the Bank's choice in whole or in part and in such manner and on such terms and conditions as the Bank may decide. Any such sale, assignment, securitization or transfer shall conclusively bind the Customer / User and all other persons. The Customer / User and their respective heirs, legal representatives, executors, administrators and successors are bound by the Terms. However, the Customer / User shall not be entitled to transfer or assign any of their rights and obligations hereunder unless permitted by the Bank in writing.

## 29. Right of Set-off and Lien

The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits held in the Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Internet Banking Services extended to and / or used by the Customer.

## 30. Proprietary Rights

All intellectual property rights in or relating to the Internet Banking Services, including any trademarks, service marks, logos, and trade names used in conjunction with the Internet Banking Services are the property of the Bank or its licensors and are protected by applicable copy right, patent, trade mark and other intellectual property law.

The permission given by Bank to access Internet Banking Services will not convey any proprietary or ownership rights in such software.

The Customer shall not violate any of the Bank's intellectual property or other proprietary rights. The Customer shall not disassemble, decompile, reverse engineer, reproduce, transmit, sell, display, distribute, establish any hyperlink to, provide access to, modify, or commercially exploit in whole or in part any part of the Internet Banking Services and/or any information obtained in the course of access to and/or use of the Internet Banking Services.

## 31. General

The clause headings herein are for only for convenience and do not affect the meaning of the relative clause. The Bank may sub-contract and employ agents to carry out any of its obligations under this contract. All costs incurred by the Customer including telecommunication costs to use the Internet Banking Services would be borne by the Customer.

So long as the Customer / User uses the Internet Banking Services, he/she/they shall be bound by the Terms, which may be amended from time to time. If any Customer / User is not agreeable to the Terms, he should notify the Bank immediately to terminate the services offered to him.

The terms and conditions of this Agreement (as amended and updated from time to time) set out the terms of the agreement between the parties with regard to Internet Banking Services and supersede and terminate all prior agreements and understandings between the parties to this Agreement. It is understood and agreed that the rights and obligations with respect to balance and transaction information available via the Service, and the Bank's execution of Customer's instructions to amend and cancel payment orders based on this information shall be governed by, as applicable, the Bank's terms and conditions governing the Customer accounts and any written service agreements entered into between the parties. In the event of an inconsistency between such terms and the provisions in this Agreement, the provisions in this Agreement shall prevail.

## 32. Miscellaneous Provisions - Notification Request

The Customer may opt for the transmission of an electronic notification to certain devices including (but not limited to) mobile phones, alphanumeric pagers and personal computers which are capable of receiving text messages such as e-mails. The content of these electronic transmissions may be determined by the selections of the Customer from options provided by the Bank from time to time. The Customer shall be responsible for the maintenance of such devices and the confidentiality of information transmitted in such manner and the Bank shall have no liability in connection with any information transmitted in the manner aforesaid. The Bank reserves the right to implement the abovementioned service and/or to withdraw the said service without assigning any reasons. The Bank also reserves the right to amend the terms and conditions upon which such a service may be provided to the Customer from time to time.

## 33. Severability

If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this Agreement. The Bank's waiver of any provision of this Agreement shall not constitute a waiver of its rights under that provision in the future, or of any other right.

## 34. Dispute Handling

In case customers are having any problems or disputes with the services that we provide, we would like to hear them. Feedback of our customers would enable us in improving our customer service. We will do all we can do, to improve the customer service and also in correcting the mistakes. When things go wrong customers are expected to contact us first and notify us of the situation.

Phone: +65-6222 0011

Email: [ib.sg@bankofindia.co.in](mailto:ib.sg@bankofindia.co.in)

It is essential that you give us all related information you have to help us resolve your concern. Once your complaint has been resolved, we will check with you to make sure you are satisfied with how your complaint was handled.

## 35. Entire Agreement

Without prejudice to the terms and conditions of Internet Banking Services, as amended from time to time, this Agreement, including the Exhibit and all materials referred to herein, supersede all negotiations, conversations, discussions, correspondence, memoranda and agreements between the parties with respect to this Internet Banking Services. It is understood and agreed that the rights and obligations with respect to balance and transaction information available via the Service, and the Bank's execution of Customer's instructions to amend and cancel payment orders based on this information shall be governed by, as applicable, the Bank's terms and conditions governing the Customer accounts and any written service agreements entered into between the parties. In the event of an inconsistency between such terms and the provisions in this Agreement, the provisions in this Agreement shall prevail.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Customer	Bank of India, Singapore Branch
Date:	Date:
Signature:	Signature:
Name:	Name:
	Designation



Bank of India, Singapore

## Signature Specimen Card

<b>Name of A/c</b>			
<b>Customer ID</b>			
<b>Account No</b>		<b>Currency</b>	
<b>Account No</b>		<b>Currency</b>	
<b>Address</b>			
<b>Tel No/Mobile</b>		<b>Fax No</b>	
<b>Email-ID</b>			
<b>Mode of Operation</b> (Pl tick appropriate)			
<input type="checkbox"/> Me	<input type="checkbox"/> Either or Survivor	<input type="checkbox"/> Former or Survivor	
<input type="checkbox"/> Anyone or anyone of survivor	<input type="checkbox"/> Jointly to all or survivor	<input type="checkbox"/> others	

<b>Sr.</b>	<b>Full Name of the Account holder/Joint A/c Holder</b>	<b>Specimen Signature/s</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		

### For Bank's Use

<b>Name of the officer verifying Signature</b>	<b>Signature</b>

**Place: Singapore**

**Date:**