

UOBAM Invest App Terms and Conditions

These Terms and Conditions apply to and govern all use of the UOBAM Invest App by the Client.

1. Definitions

1.1. In these Terms and Conditions, the following expressions have, except where the context otherwise requires, the meanings set out hereunder:

Account	An account opened and maintained by the Client with UOBAM in order to have access to UOBAM Invest services.
business day	A day (other than Saturday, Sunday or a gazetted public holiday) on which banks are open for general business in Singapore.
Client	A person who uses the UOBAM Invest App.
electronic record	A record generated, communicated, received or stored by electronic, magnetic, optical or other means in an information system or for transmission from one information system to another.
Equipment	Any compatible electronic, wireless, communication, transmission or telecommunications equipment, device or medium including but not limited to the internet, any computer or mobile equipment, device, terminal or system which may be required to access and use UOBAM Invest.
Fund	A unit trust, investment fund, mutual fund or other collective investment scheme made available for investment through UOBAM Invest from time to time.
Password	means any personal identification number (PIN), word, phrase, symbol, code, biometric information such as fingerprint or other identification (electronic or otherwise) that is needed for: (a) access and use of the UOBAM Invest App; (b) the operation of any Equipment; and/or (c) identification of the user of the UOBAM Invest App. Password includes one-time passwords (" OTP ") and response codes generated by any Equipment.
Push Notification	A message, including any content or data, that is transmitted as part of the UOBAM Invest App and delivered to the Client's Equipment.
Secured Website	That part of the Website which is accessible only by using an assigned user identification tag, Password and/or other authentication method as UOBAM may implement or require from time to time.

Website	The internet-based portal owned and/or operated by UOBAM (including the Secured Website).
Terms and Conditions	These UOBAM Invest App Terms and Conditions, including all schedules and appendices, in each case as amended or replaced from time to time.
UOB	United Overseas Bank Limited.
UOB Group	United Overseas Bank Limited, UOBAM, and any of their subsidiaries, associates or affiliates.
UOBAM	UOB Asset Management Ltd (Co. Reg. No.: 198600120Z).
UOBAM Invest App	Any mobile application owned and operated by UOBAM to offer the UOBAM Invest services.
UOBAM Invest	The online investment service offered by UOBAM, under which a Client may maintain an Account with UOBAM.
Username	The personal identification name, number, character or combination of any of these which identifies the registered user of the UOBAM Invest App.

- 1.2. Unless the context otherwise requires, words importing the singular number include the plural number and vice versa, references to the masculine gender shall include a reference to the feminine and neuter genders and vice versa, and references to persons shall include corporations and vice versa. References herein to "Clauses" and "Schedules" and "Appendices" are to the clauses of and schedules and appendices to these Terms and Conditions. References to any statute shall be deemed to be references to that statute as from time to time amended or re-enacted with or without modification. Each reference herein to any document or agreement shall include a reference to each permitted variation of or amendment or supplement to such document or agreement from time to time.

2. Scope and application

- 2.1. These Terms and Conditions apply to and govern all use of the UOBAM Invest App by the Client. The "UOBAM Invest Terms and Conditions" will also apply in respect of each Account applied for, opened and maintained with UOBAM.
- 2.2. UOBAM may, by notice to the Client, at any time in its sole and absolute discretion, add to, amend or vary these Terms and Conditions and any additions, amendments or variations shall take effect and bind each Client from such date as UOBAM may prescribe in the notice. The Client's continued use of the UOBAM Invest App after such modification has come into effect shall be deemed an agreement by the Client to these Terms and Conditions as so modified. The latest version of these Terms and Conditions are published on the Website.
- 2.3. By using the UOBAM Invest App, the Client acknowledges that it has read, understood and accepted these Terms and Conditions and [Privacy & Security Policy](#). If the Client does not accept any of the

foregoing, the Client shall discontinue its access to the UOBAM Invest App immediately.

3. Registration and use of the UOBAM Invest App

- 3.1. To register for the UOBAM Invest App, the Client must provide UOBAM with true, accurate and complete information and must promptly notify UOBAM of any change in the information provided. The Client shall be solely responsible for the consequences of UOBAM acting or not acting on any inaccurate, incomplete, garbled, illegible or outdated information that the Client provides to UOBAM.
- 3.2. UOBAM reserves the right, without providing any reasons, to reject any application to register for the UOBAM Invest App.
- 3.3. The Client shall take all precautions to prevent fraudulent or unauthorised access to the UOBAM Invest App and/or use of the UOBAM Invest services, including taking all precautions to:
 - (a) safeguard and keep its Username and Password confidential; and
 - (b) safeguard and prevent loss, theft, fraudulent or unauthorised access to the Client's Equipment.
- 3.4. The Client must report to UOBAM as soon as possible when the Client:
 - (a) suspects or becomes aware that the Client's Password or Equipment is lost, stolen, misused or tampered with;
 - (b) suspects that someone else knows the Client's Username and/or Password; or
 - (c) suspects or becomes aware that there has been unauthorised access to or use of the Client's Username, Password and/or Equipment.
- 3.5. The Client agrees that UOBAM shall not be liable for any loss or damage arising from loss, theft, unauthorised use, misuse or tampering of the Client's Username, Password or Equipment or any defect, default, deficiency, malfunction, interference or any consequence arising as a result of the Client's failure to comply with clauses 3.3 to 3.4 above or any other security measures to be undertaken by the Client pursuant to these Terms and Conditions.
- 3.6. Unless otherwise specified on the UOBAM Invest App, all instructions given or transactions effected via the UOBAM Invest App through the use of the Client's Username, Password and/or Equipment are irrevocable and binding on the Client.
- 3.7. UOBAM will deal with any instruction given by the Client according to UOBAM's usual business practice. Unless otherwise specified by UOBAM, UOBAM does not guarantee that an instruction will be carried out within a particular time frame or in any particular order. If UOBAM receives the Client's instructions after the time or deadline UOBAM sets for transactions for any particular day, UOBAM may not carry out the instructions until the next business day.

4. Disclaimers

- 4.1. Use of the UOBAM Invest App and its contents are for general information only. The UOBAM Invest

App and its contents do not constitute an offer or solicitation to deal in any Fund or investment advice or recommendation and were prepared without regard to the specific objectives, financial situation or needs of any particular person who may use the UOBAM Invest App. The information on the UOBAM Invest App is based on certain assumptions, information and conditions available as at the relevant date(s) and may be subject to change at any time without notice.

- 4.2. No representation or promise as to the performance of any Fund or return on investment is made.
- 4.3. **The past performance of any Fund or UOBAM and any past performance, prediction, projection or forecast of the economic trends or securities market are not necessarily indicative of the future or likely performance of such Fund or UOBAM.**
- 4.4. The value of units in a Fund and the income from them, if any, may fall as well as rise.
- 4.5. Some Funds are likely to have high volatility due to the investment policies and/or portfolio management techniques employed by the Funds. The Client should refer to the prospectus of the relevant Fund with regards to information on such Fund's volatility.
- 4.6. Investments in a Fund involve risks, including the possible loss of the principal amount invested, and are not obligations of, deposits in, or guaranteed or insured by any party within the UOB Group or distributors of such Fund.
- 4.7. A Fund may use or invest in financial derivative instruments and the Client should be aware of the risks associated with investments in financial derivative instruments which are described in the relevant Fund's prospectus.
- 4.8. The UOB Group may have interests in any Fund and may also perform or seek to perform brokering and other investment or securities-related services for any Fund.
- 4.9. The Client should read the relevant Fund's prospectus, which is available and may be obtained from UOBAM or any of its appointed agents or distributors, before investing.
- 4.10. **The Client may wish to seek advice from a financial adviser before making a commitment to invest in any Fund, and in the event that the Client chooses not to do so, the Client should consider carefully whether the relevant Fund is suitable for it.**
- 4.11. The Client is responsible for its own investment decisions and it should read the relevant Fund's prospectus, information memorandum and product highlights sheet (as applicable) before making any application to subscribe to its investment.

5. Deemed permission

- 5.1. By using or accessing the UOBAM Invest App, the Client is deemed to have given permission to the UOB Group to disclose to anyone information relating to the Client, including customer information, in connection with any of the Client's accounts with any member of the UOB Group as UOBAM shall deem fit for any purpose without incurring any liability of whatsoever nature.

6. Use of information and materials



- 6.1. The contents of the UOBAM Invest App are provided for general information only and should not be used as a basis for making any specific investment, business or commercial decision. The Client should at all times consult its professional advisers and obtain independent verification of such information and data before making any decision based thereon.
- 6.2. The Client should note that some of the information provided in the UOBAM Invest App relate to investments whose prices or values may rise or fall and that the Client may not recover the principal invested. If the investment is denominated in a foreign currency, factors including but not limited to changes in exchange rates may have an adverse effect on the value, price or income of an investment. Past performance of investments or investment management is not necessarily an indication of future performance.

7. Invitations to treat and not offers

- 7.1. Nothing in the UOBAM Invest App shall be considered or construed on the part of any member of UOBAM as an offer or solicitation to buy, sell, give, take, issue, allot or transfer, or as giving any advice in respect of shares, stocks, bonds, notes, interests, unit trusts, mutual funds or other securities, investments, loans, advances, credits, insurance or deposits in any jurisdiction.
- 7.2. Notwithstanding the generality of the foregoing, the information and materials contained on the UOBAM Invest App shall in all cases be construed as an invitation to treat made only in Singapore. Any such invitation to treat shall be void where prohibited by law, whether by Singapore law or by the law of the jurisdiction in which the Client is located. By making an offer to UOBAM, which offer shall be deemed unsolicited, the Client warrants that such offer and any contract resulting from the acceptance thereof by UOBAM will not be in conflict with the laws of the Client's jurisdiction and will be made pursuant to the provisions in clause 19 below. UOBAM shall not be under any obligation whatsoever, express or implied, to reply to unsolicited correspondence, communications or email or to acknowledge receipt of the same.

8. Links

- 8.1. The UOBAM Invest App may provide links to websites owned, controlled or offered by third parties. Access to and the use of such websites is at the Client's own risk and subject to the terms and conditions applicable to such access and/or use. For the avoidance of doubt, by creating a link to a third party website, the UOB Group shall not be construed as endorsing or recommending any product or service offered or as verifying any information contained in any such third party website. Accordingly, the UOB Group will not be responsible for any and all information, materials, products or services (or any failure thereof) contained in or offered at any such third party website linked to the UOBAM Invest App.

9. Submissions

- 9.1. Any and all information submitted to the UOB Group through the UOBAM Invest App shall be deemed to be and shall remain the sole and exclusive property of the UOB Group. The UOB Group shall be entitled to use, for any purpose and without any payment or compensation, any information including but not limited to ideas, concepts, know-how or techniques in whatsoever form provided to the UOB Group through the UOBAM Invest App.

10. Email messages

- 10.1. The UOB Group does not guarantee that email messages sent to the UOB Group over the Internet will be completely secure. Under no circumstances will the UOB Group be liable for any damages incurred or sustained by the Client in connection with or arising from any message transmitted via the internet by the Client to the UOB Group, or by the UOB Group to the Client at the Client's request.

11. Inherent nature of the internet

- 11.1. The Client acknowledges and accepts that the inherent nature of the internet and/or telecommunications services is such that transmissions may be subject to interruption, interception, hacking, fluctuation, inaccuracy, defect, corruption, loss, connection error, transmission blackout, delayed or failed transmission and/or incorrect, garbled or incomplete data transmission. UOBAM will not be liable for breakdown, interruption, failure, closure or malfunctions in communications facilities not under its control that may affect the accuracy, authenticity or timeliness of messages and transactions that may be sent and does not warrant that any identified defect will be corrected.

12. Availability

- 12.1. The UOBAM Invest App and its contents are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. Notwithstanding anything in the UOBAM Invest App, the Client's eligibility for all products and services on the UOBAM Invest App is subject to acceptance by the UOB Group.

13. Copyright and trademarks notice

- 13.1. Except as otherwise expressly stated in the UOBAM Invest App, the copyright and all other intellectual property in the contents of the UOBAM Invest App is owned by the UOB Group. No part or parts hereof may be used, reproduced, distributed, published, modified, displayed, broadcasted, hyperlinked or transmitted in any manner or by any means or stored in an information retrieval system without the [UOB Group's prior written permission](#). Further, the Client may not, without the [UOB Group's prior written permission](#), insert a hyperlink to the UOBAM Invest App or on any part thereof on any other websites or 'mirror' any material contained on the UOBAM Invest App on any other server, website or web page.
- 13.2. All trademarks and service marks displayed in the UOBAM Invest App are the property of the UOB Group and, where applicable, third party proprietors identified in the UOBAM Invest App. The Client shall have no right or licence to download, reproduce or use any such trademarks or service marks whether for use as a link to any website or otherwise, except with the prior written approval of the respective members of the UOB Group or third party proprietors (as the case may be).

14. No warranties

- 14.1. The contents of the UOBAM Invest App, including but not limited to services, products, information, data, text, graphics, audio, video, links or other items are provided 'AS IS', and 'AS AVAILABLE'. The UOB Group does not warrant the truth, accuracy, adequacy, completeness or reasonableness of such contents and expressly disclaims liability for any and all errors or omissions whatsoever.
- 14.2. No warranty of any kind, implied, express or statutory, including but not limited to any warranty of title, non-infringement of third party rights, merchantability, satisfactory quality, fitness for a particular

purpose and freedom from computer virus or other contaminants or other malicious, destructive or corrupting code, agent programme or macros (collectively, the "**virus**"), is given in conjunction with the UOBAM Invest App, or its contents, including any links to third party websites.

15. Exclusion of liability

- 15.1. Without prejudice to anything contained in the UOBAM Invest App, the UOB Group shall not be liable in any manner whatsoever for any damage, loss or expense including without limitation, direct, indirect, special, or consequential damage, or economic loss arising from or in connection with:
- (a) any access, use or the inability to access or use the UOBAM Invest App, use of or reliance on the contents of the UOBAM Invest App;
 - (b) any transaction performed on any web page in the UOBAM Invest App;
 - (c) any loss or abuse or unauthorised disclosure of information, including customer information;
 - (d) any system, server or connection failure, error, omission, interruption, interception, delay in operation or transmission, or computer virus;
 - (e) any use of or access to any other websites linked to the UOBAM Invest App;
 - (f) any service, product, information, data, software or other materials obtained from the UOBAM Invest App or from any other websites linked to the UOBAM Invest App

even if the UOB Group or its agents or employees had been advised of the possibility of such damages, losses and/or expenses. This exclusion clause shall take effect to the fullest extent permitted by law.

16. Push notifications

- 16.1. The Client acknowledges and agrees that as part of the UOBAM Invest services, the UOBAM Invest App may send Push Notifications to the Client's Equipment. UOBAM shall not be liable for any loss, damage or costs of any kind incurred by the Client or any other party arising out of or related to any inaccurate and incomplete content in the Push Notification, non-delivery or timely delivery of any Push Notification, or any reliance by the Client or any other party on the content of the Push Notification. The Client shall take all steps necessary to allow the UOBAM Invest App to send Push Notifications to the Client's Equipment, including enabling Push Notifications through the UOBAM Invest App.

17. Biometric Access Services

- 17.1. UOBAM Biometric Access Services is a service provided by UOBAM where the Client may use its fingerprint, facial scan, or other unique biometric identifier as UOBAM may, in its absolute discretion and from time to time, prescribe as an acceptable method of identification ("**Unique Biometric Identifier**") stored/registered in the Mobile Device (as defined below) as an alternative to logging in to the UOBAM Invest App with a Username and Password.
- 17.2. UOBAM Biometric Access Services is part of the UOBAM Invest App, available for the following Clients who are individuals:
- (a) Clients using Apple iPhone 5s or newer phones or Apple iPad (5th generation, iPad Pro, iPad Air 2, iPad mini 3 or newer models, operating on Apple iOS 8 or newer systems, and registered with Apple Inc.'s Touch ID ("**Apple Devices**"); and



- (b) Clients using mobile devices (mobile phones or tablets) which operate on the Android 6.0 operating system or newer systems ("**Android Devices**"), and on which Unique Biometric Identifier recognition software is installed and/or enabled.

The Apple Devices and the Android Devices are collectively referred to as the "**Mobile Devices**" and each a "**Mobile Device**". UOBAM Biometric Access Services are available for individual Clients only.

- 17.3. By enabling the UOBAM Biometric Access Services on the UOBAM Invest App, the Client understands the need to protect its Mobile Device and shall be responsible for all use of its Mobile Device (whether authorised by the Client or otherwise) to access UOBAM Invest services. Once the Client's Mobile Device is successfully registered with the UOBAM Biometric Access Services, the Client's Account can be accessed with Unique Biometric Identifier recognition software registered in its Mobile Device. The Client agrees and understands that if persons other than the Client have their fingerprints registered as part of the Unique Biometric Identifier recognition software of the Client's Mobile Device, such persons will be able to access the Client's Account as well.
- 17.4. The Client agrees that it shall not allow any Unique Biometric Identifier belonging to anyone besides the Client from being registered in the Client's Mobile Device and to allow such Unique Biometric Identifier to be used to access the UOBAM Invest App. The Client also acknowledges that the Unique Biometric Identifier authentication is performed by the UOBAM Invest App by interfacing with the Unique Biometric Identifier authentication module on the Client's Mobile Device and that the Client agrees to the authentication process.
- 17.5. The Client may deactivate the UOBAM Biometric Access Services at any time using the navigation menu of the UOBAM Invest App.
- 17.6. Each time the UOBAM Invest App detects the use of a Unique Biometric Identifier stored/registered on a Mobile Device on which the Client has registered for the UOBAM Biometric Access Services to access UOBAM Invest services or authorise transactions, the Client is deemed to have accessed UOBAM Invest services and/or instructed UOBAM to perform such transactions as the case may be.
- 17.7. The Client acknowledges and agrees that, for the purposes of the UOBAM Biometric Access Services, the UOBAM Invest App will be accessing the Unique Biometric Identifier stored/registered in the Client's Mobile Device, and the Client hereby consents to UOBAM accessing and using such information for the provision of the UOBAM Invest services.
- 17.8. The Client acknowledges and agrees that UOBAM makes no guarantee, representation, warranty or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the use of UOBAM Biometric Access Services or the UOBAM Invest App, including but not limited to:
 - (a) whether UOBAM Biometric Access Services or the UOBAM Invest App will meet the Client's requirements;

- (b) whether UOBAM Biometric Access Services or the UOBAM Invest App will always be available, accessible or function with any network infrastructure, system or such other services as UOBAM may offer from time to time; or
 - (c) as to the security of the Unique Biometric Identifier function of any Mobile Device.
- 17.9. UOBAM shall not be liable for any loss the Client may suffer in connection with UOBAM Biometric Access Services howsoever arising (whether reasonably foreseeable or not), even if UOBAM has been advised of the possibility of the loss, including loss from:
- (a) the provision by UOBAM of and/or the Client's use of the UOBAM Biometric Access Services or the UOBAM Invest App;
 - (b) any unauthorised access and/or use of the Client's Mobile Device;
 - (c) the use in any manner and/or for any purpose by any person at any time of any information or data;
 - (i) relating to the Client;
 - (ii) transmitted through the Client's use of UOBAM Biometric Access Services or the UOBAM Invest App; and/or
 - (iii) obtained through the Client's use of UOBAM Biometric Access Services or the UOBAM Invest App;
 - (d) access to the UOBAM Invest App by way of the UOBAM Biometric Access Services by anyone other than the Client;
 - (e) any event the occurrence of which we are not able to control or avoid by the use of reasonable diligence; and/or
 - (f) the suspension, termination or discontinuance of the UOBAM Biometric Access Services or the UOBAM Invest App.
- 17.10. The Client agrees to indemnify UOBAM and keep UOBAM indemnified against any loss suffered by UOBAM in connection with:
- (a) the Client's access and use of the UOB Biometric Access Services and the UOBAM Invest App;
 - (b) any improper or unauthorised use of UOB Biometric Access Services or the UOBAM Invest App by the Client, or any improper use of the Client's Mobile Device (whether authorised by the Client or otherwise); any act or omission by any third party (including a relevant mobile or internet service provider);
 - (c) any delay or failure in any transmission, despatch or communication facilities; or any breach by the Client of these Terms and Conditions.
- 17.11. To the extent that any of the limitations set out above are not permitted by law, UOBAM's liability to the Client arising from or in respect of the Client's use of UOBAM Biometric Access Services or the UOBAM Invest App, whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, damages or liabilities caused or arising from or in relation to

UOBAM's provision of UOBAM Biometric Access Services or the UOBAM Invest App shall not exceed the fees and charges received by UOBAM from the Client in respect of the Client's use of UOBAM Biometric Access Services and the UOBAM Invest App.

18. Financial Crimes

- 18.1. UOBAM shall be entitled to take all action it considers appropriate in order for UOBAM to meet any obligation or requirement, either in Singapore or elsewhere, in connection with the detection, investigation and prevention of financial crime including fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion or the enforcement of any economic or trade sanction ("**Financial Crime**") and in so doing, UOBAM shall not be liable for any direct, indirect, or consequential loss or damage including loss of profit or interest suffered by any party.

19. Governing law and jurisdiction

- 19.1. These Terms and Conditions shall be governed by and construed in accordance with Singapore law.
- 19.2. Any dispute or difference arising between the parties in relation to these Terms and Conditions, including any question regarding its existence, validity or termination, will be referred to and finally resolved by arbitration in Singapore in accordance with the International Arbitration Rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference in this Clause. The tribunal will consist of one arbitrator whose appointment shall be agreed by the parties, failing which, the arbitrator will be appointed by the Chairman of the Singapore International Arbitration Centre. The language of the arbitration will be English.
- 19.3. Notwithstanding anything in these Terms and Conditions, in the event of any dispute or claim arising out of or relating to these Terms and Conditions, neither party shall proceed to any form of dispute resolution unless the parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre. A party who receives a notice for mediation from the other party shall consent and participate in such mediation process.

20. Rights of third parties

- 20.1. Except where expressly provided for under these Terms and Conditions, a person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any of the terms of these Terms and Conditions. Notwithstanding any term of these Terms and Conditions, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of these Terms and Conditions. For the avoidance of doubt, nothing in this Clause shall affect the rights of any permitted assignee or transferee of these Terms and Conditions.

21. English version to prevail

- 21.1. If there are inconsistencies in meaning between the English-language version of these Terms and Conditions and the Terms and Conditions as may be translated into any other language, the English-language version shall prevail.

22. Miscellaneous

- 22.1. No failure, delay, relaxation or indulgence on the part of UOBAM in exercising any power or right conferred upon it in these Terms and Conditions shall operate as a waiver of such power or right, nor shall any single exercise of any such power or right preclude any other or future exercise thereof, or the exercise of any other power or right under these Terms and Conditions.
- 22.2. If any provision of these Terms and Conditions is held or interpreted by any governmental authority or arbitral tribunal or court to be illegal or invalid under present or future Law effective and applicable during the term of these Terms and Conditions, such provisions shall be fully separable and these Terms and Conditions shall be construed as if such illegal or invalid provision had never comprised a part of these Terms and Conditions and the remaining provisions of these Terms and Conditions shall remain in full force and effect and shall not be affected by the illegal or invalid provision or by its severance from these Terms and Conditions.
- 22.3. In the event UOBAM is unable to observe or perform any of these Terms and Conditions due to or caused by events beyond UOBAM's control or events which UOBAM cannot reasonably be expected to prevent or avoid, UOBAM shall be excused from performing these Terms and Conditions for the duration of the disabling event. UOBAM shall not be liable for any delay, loss, damage or inconvenience caused or arising from or in connection with the disabling events. Examples of such events include but are not limited to equipment, system or transmission link malfunction or failure, fire, flood, explosion, acts of elements, acts of God, acts of terrorism, wars, accidents, epidemics, strikes, lockouts, power blackouts or failures, labour disputes or acts, demands or requirements of governments.

February/2020