



TERMS AND CONDITIONS GOVERNING HSBC PAYNOW CORPORATE - SGQR SERVICE

These terms and conditions ("**Terms and Conditions**") shall govern the Bank's provision of services to facilitate the Customer's registration of its PayNow alias with the central repository for the Singapore Quick Response Code ("**SGQR**") and such other related services for facilitating payments from Clients of the Customer by means of a SGQR Code (the "**Services**").

The Terms and Conditions shall be read in conjunction with the terms and conditions governing the Customer's current account, including the use of PayNow Corporate service ("**Account Terms**"). If there is any conflict between the Account Terms and these Terms and Conditions, these Terms and Conditions shall prevail insofar as the Services are concerned.

1. Definitions

In these Terms and Conditions:

"Affiliate" means: (i) with respect to the Customer, any other person directly or indirectly Controlling, Controlled by, or under common Control with, such person. The expression "Control" (including its correlative meanings, "Controlling", "Controlled by" and "under common Control with") shall mean the power of a person to directly or indirectly secure (whether by the holding of shares, possession of voting rights or by virtue of any other power conferred by the articles of association, constitution, partnership deed or other documents regulating another person or otherwise) that the affairs of such other person are conducted in accordance with his or its wishes; and (ii) with respect to the Bank, HSBC Holding plc, its subsidiaries, related bodies corporate, associated entities and undertakings and any of their branches.

"Application Form" means any form that must be completed to apply for the HSBC PayNow Corporate - SGQR Service, including without limitation the HSBC PayNow Corporate – SGQR Service application form.

"Clients" means the Customer's clients who make or attempt to make payments to the Customer through the SGQR Code and "Client" shall mean any one of them.

"Controllers" means the Operator, the Owners and their respective service providers (including any host for the CR) and/or any agents, nominees, officers or employees of the foregoing;

"Collection Account" means the current account that the Customer maintains with the Bank that is linked to the Customer's PayNow alias.

"CR" means the SGQR central repository processes comprised in CR Services;

"CR Register" means the register of unique SGQR IDs and SGQR Outputs, hosted in the database maintained in the CR System and managed by the Operator;

"CR Services" means the CR services provided by the Operator to the Owners and members of the Scheme;

"CR System" means the system maintained and operated by the Operator for access and use by members of the Scheme in connection with CR Services;

"Customer" means the entity receiving the Services identified as a customer in the Application Form;

"Intellectual Property" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, payment trademark, payment trade names, payment logos, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential

information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"MAS" means the Monetary Authority of Singapore as established under the Monetary Authority of Singapore Act (Cap 186);

"Merchant Record" means the Customer's record on the CR Register, comprising such Customer's unique entity number or other identification, registered name, base currency, merchant category code, and other particulars, as may be specified in the manuals of the Operator;

"Operator" means the operator of the Scheme appointed by the Owners;

"Owners" means the legal entities which own the Scheme, decides on the member rules relating to the SGQR and leads or co-leads the SGQR Taskforce, being MAS and IMDA, or such other entity or entities as MAS and IMDA may appoint in their stead by written notice to the Operator;

"Payment Scheme" means a payment service provider, payment scheme, card scheme or card association, or any other entity which is approved by the Owners for participation in the Scheme;

"Personal Data" means data, whether true or not, about an individual who can be identified from that data or from that data and other information to which an organisation has or is likely to have access;

"QR Code" means Quick Response Code, and is a registered trademark of Denso Wave Incorporated.

"Scheme" means the Singapore Quick Response Code Scheme as may be known in the future by any other name;

"Scheme Payload" means such payment processing and related information of a Customer's selected Payment Scheme;

"SGQR Code" refers to a Customer's unique SGQR quick response code, for printing on labels, which complies with the SGQR specifications and the SGQR branding and presentment protocol issued by the Owner, and which corresponds with and contains such Customer's SGQR ID;

"SGQR ID" means the Customer's unique identification in the CR for one of its business locations, comprising its Merchant Record, business address, Scheme Payload(s), and such other particulars as may be specified in the manuals of the Operator. A Customer may have one or more SGQR IDs;

"SGQR Location" means the location registered by the Customer with the Bank where the SGQR will be displayed.

"SGQR Output" means any file, data or output which is either (as applicable) provided by the Operator to the Bank or any member of the Scheme, or generated by the Bank or any member of the Scheme, and where the output format has been approved by the Owners;

References to a person shall be construed as including an individual, firm, company, corporation, government, unincorporated body of persons, state or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;

References to any party shall include its successors-in-title, assigns, transferees and/or personal representatives; and

Any reference to any statute or legislation shall be deemed a reference to such statute or legislation as amended from time to time or to a newly adopted statute or legislation replacing a repealed statute or legislation and be deemed to include any subsidiary legislation made thereunder.

2. General

2.1 Service Description

- a. SGQR is Singapore's common QR Code specifications for e-payments which facilitates the creation of a single multi-tenanted QR Code. PayNow with QR ("PayNow Static QR Code") has been aligned with and is part of the Scheme.
- b. The Bank will facilitate the Customer's registration of its PayNow alias with the central repository for the SGQR and issue a SGQR Code to the Customer for its use.
- c. Clients will be able to use their mobile devices with QR Code reading or scanning function together with mobile application(s) that support the relevant Payment Scheme, to initiate a payment to the Customer using the SGQR Code issued to the Customer.
- d. Payments made via PayNow / PayNow Corporate to the Customer using the SGQR Code issued to the Customer will be:
 - i. cleared or settled under the existing interbank clearing and settlement arrangement; and
 - ii. credited to the Collection Account after successful clearing and settlement.

A payment made via PayNow / PayNow Corporate to the Customer using the issued SGQR Code should not be considered successful until it is credited into the Customer's Collection Account.

- e. The Bank does not support refund of payments made via PayNow / PayNow Corporate to the Customer using SGQR Code. Once such payment made has been credited into the Collection Account, it cannot be reversed in full or in part. If the Customer wishes to make any payment to its Client, the Customer will have to provide separate payment instruction.

2.2 Service Pre-requisites

In order to register for and use the SGQR Code, the Customer must have successfully registered its PayNow alias to any of its current account held with the Bank for PayNow Corporate service before the Bank can process the Application Form. Such an account shall be designated as the Collection Account. The Customer must ensure the PayNow alias is properly linked to the Collection Account and notify the Bank immediately of any changes to its PayNow alias or Collection Account.

2.3 Migration from PayNow Static QR Code to SGQR Code

Certain customers who had earlier subscribed for PayNow Static QR Code with the Bank will now be required to use SGQR Code with effect from such date as may be advised by the Owners. As such, upon the Customer's execution of the Application Form, these Terms and Conditions contain the whole agreement between the Parties relating to SGQR Code and replaces all previous agreements between the parties relating to PayNow Static QR Code. In completing the Application Form and agreeing to these Terms and Conditions, the Customer confirms that it has not relied on any express or implied warranties, representations, collateral contract or other assistance made by or on behalf of the Bank unless set out in these Terms and Conditions.

2.4 Service Fees

- a. The Customer shall pay the Bank fees, costs, charges, interest and expenses (together with any tax, levy or goods and services tax applicable) in connection with the Services. The Customer will be notified of the fees and charges. The Bank is authorised to debit any such fees, charges, interest and expenses from the charge account designated by the Customer from time to time. The Bank may change the fees and charges by giving the Customer thirty (30) days prior written notice or at any time with the Customer's agreement.

- b. In the event that the Bank's fees and charges are not in the same currency as the charge account designated by the Customer, the Bank's fees and charges may be converted into the charge account currency at the Bank's prevailing exchange rate at the time of conversion.

3. The Customer's obligations in respect of Services

3.1 In connection with the Customer's use of the Services, the Customer agrees:

- a. to inform the Bank when there is a change in:
 - i. the information in its SGQR ID and/or the information required for the Customer to use the Services (whether the Customer uses a self-issued SGQR Code on bills and/or printed SGQR Codes);
 - ii. its SGQR Location; and/or
 - iii. the information in its PayNow registration with the Bank.
- b. to obtain independent legal and financial advice and seek its own advice on other issues which may affect the Customer and its use of the Services;
- c. not to engage in any behaviour which is fraudulent, disruptive, offensive or indecent;
- d. to ensure that its system safety meets the Bank's requirements, and ensure that there is no system error or virus on any electronic or computer system used by the Customer, to adopt and abide by all security measures required by the Bank.
- e. to observe, and to procure the Customer's agents, contractors and service providers, to observe, directives, guidelines and practices related to the use of a SGQR Code and the Services as informed by the Bank from time to time;
- f. to obtain and maintain suitable third party products and services at its own cost and expense, including but not limited to systems, websites, applications and equipment, for the purpose of or in connection with its use of a SGQR Code;
- g. to provide any information or documents as reasonably requested by the Bank in connection with the provision of the Services or for regulatory, compliance or investigation reasons;
- h. to verify its transaction details and bank statements regularly;
- i. not to, and to ensure that any third party does not, use the SGQR Code and Services for any improper or illegal purposes or activities;
- j. where the Customer prints its own SQQR Code, the Customer shall ensure the accuracy and correctness of such SGQR Code and that the SGQR Code generated complies with the applicable guidelines issued and advised to the Customer via www.business.hsbc.com.sg from time to time;
- k. where the Customer generates and prints its own SGQR Code with the permission of the Bank, the Customer shall ensure that it (in addition to complying with paragraph 3.1(j) above) complies with the specifications ("SGQR Specifications") issued by the Owners, as advised by the Bank, and the Customer shall not share the SGQR Specifications with any third party, save for the Customer's appointed IT vendor / printing vendor in connection with the generation and/or printing of the SGQR Code on the condition that such IT vendor / printing vendor maintains such SGQR Specifications confidential in accordance with these Terms and Conditions;
- l. not to use the SGQR Code provided by the Bank in connection with the Customer PayNow alias initially registered with the Bank, if the Customer no longer maintains the same PayNow alias with the Bank;

- m. to neither engage in any unauthorised copying, replication or reproduction of any SGQR label or SGQR Code nor make any unauthorised modifications or alterations to, or deliberately interfere or tamper with, the SGQR label, SGQR Codes and SGQR Output;
 - n. to display only one SGQR Code that the Customer had applied for at the SGQR Location; and
 - o. in the event of the Customer's non-compliance with any of the foregoing, to comply with the Bank's directive or instruction to promptly rectify such non-compliance, which may include the removal of any non-compliant SGQR Code or SGQR label.
- 3.2 The Customer represents and warrants that it shall obtain full and accurate consents required by applicable law before submitting any information and data, including that of its relevant Payment Schemes and/or any third party, to the Bank for the disclosure of information belonging to such persons:
- a. to the Operator for its use, processing, archival and disclosure to service providers, members of the Scheme and their affiliates, customers and merchants, for the purpose of providing, maintaining and enhancing the Services and related services to members of the Scheme, their merchants and customers; and
 - b. to the public in the form of SGQR IDs, QR Codes and SGQR Outputs and for such other purposes in connection with the Scheme as required by the Operator or the Owners, and shall comply and ensure compliance with all confidentiality, secrecy, data protection, and other requirements at law.
- 3.3 The Customer is solely responsible for its relationship with its Clients, the nature and quality of the products or services it offers to its Clients, the amount to be charged to its Clients and for the delivery, support, refunds, returns and for any ancillary services it offers to its Clients. The Bank cannot assist the Customer to resolve any disputes with its Clients. In the event there is any error or mistake on the Customer's part or on the part of a Client (including without limitation, where incorrect amounts are paid or charged or any sum is wrongly credited to the Collection Account as a result of any person having read or scanned a SGQR Code more than once), the Customer is responsible for settling such disputes directly with the Client.
- 3.4 Where the Customer relies solely on its Client's mobile payment screen to confirm that the relevant payment has been made and received, the Customer does so at its own risks. For the avoidance of doubt, receipt of payments made via PayNow / PayNow Corporate using SGQR Code remains subject to the Account Terms.

4. Representations and warranties

- 4.1 Except as provided in this Agreement, the Bank makes no warranties of any kind, express or implied, regarding the Services. The Bank hereby disclaims to the full extent permitted by law all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into these Terms and Conditions or any collateral contract, whether by statute, common law or arising out of the course of dealing between Parties or otherwise, including implied conditions, warranties of merchantability or other terms as to satisfactory quality, fitness for a particular purpose or use of reasonable skill and care.
- 4.2 The Customer acknowledges and agrees that the Scheme is owned by a third party and provided by the Operator to the Bank and other members of the Scheme, and that access to and use of the Scheme may be subject to the provision and availability of services and facilities by the Operator. The Bank has no control over the operation of the Scheme nor the timing on which instructions or requests are executed by the Operator.

5. Liability and Indemnity

- 5.1 Neither the Bank, the Owner nor Operator (which shall include each of its agents, contractors or service providers) shall in any circumstances have any liability for any

- a. Consequential, incidental or indirect loss or damages, including without limitation fines, penalties or punitive damages; or
- b. Any direct or indirect:
 - i. loss of profits (actual or anticipated);
 - ii. loss of anticipated savings;
 - iii. loss of business opportunity;
 - iv. loss of goodwill; or
 - v. loss or corruption of data;

which may be suffered by the Customer or any person (whether or not claiming through the Customer), and whether the same arises in contract, tort (including negligence) or otherwise howsoever, and whether or not foreseeable, even if the Bank was advised or aware of the circumstances in which such loss or damages could arise.

5.2 For the avoidance of doubt, neither the Bank, the Owner nor Operator (which shall include each of its agents, contractors or service providers) is liable to any person for:

- a. any interruption, interception, suspension, delay, loss, unavailability or other failure in providing the Services to the Customer, or in transmitting instructions or information relating to the Services and/or any SGQR Code, which is caused by any circumstance beyond the control of the Bank, the Owner or Operator;
- b. any outdated, obsolete or superseded SGQR Code or error in any SGQR Code generated or any loss or damage suffered by or claimed against the Customer in connection with such SGQR Code;
- c. any reliance by any member of the Scheme, or any other person on the contents of the SGQR Output or information provided by the Customer or CR messages;
- d. any failure, refusal, delay or error by any third party or third party payment, settlement or communication system(s) through whom or for which any transaction in relation to the Services is made;
- e. any incorrect, outdated or delinked PayNow alias (currently being used for the Customer's Collection Account) or the information comprising the PayNow alias is changed or cancelled, and the Customer has not notified the Bank or provided the Bank with sufficient prior notice;
- f. any failure to properly register a PayNow alias with the Collection Account;
- g. any improper or unauthorised use of Services and/or SGQR Code by the Customer or any other person including without limitation any incorrect, wrong, fraudulent or unauthorised payment made thereunder;
- h. any incomplete, inaccurate, and/or outdated information provided by the Customer;
- i. any CR messages created, amended, deleted or sent by any member of the Scheme or any other person; and/or
- j. any breach by the Customer of these Terms and Conditions.

5.3 There may be routine or adhoc downtime where maintenance is carried out in respect over the systems and equipment of the HSBC PayNow Corporate – SGQR Service. The Bank shall not be liable to the Customer or any other person for any losses resulting therefrom. Nevertheless, the Bank will use reasonable efforts to inform the Customer of any service downtime.

5.4 The Customer hereby acknowledges and agrees that in entering into these Terms and Conditions, it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in these Terms and Conditions and the Bank shall have no liability in any circumstances otherwise than in accordance with the express terms of these Terms and Conditions.

- 5.5 Notwithstanding the above, the Bank does not exclude liability for:
- a. death or personal injury caused by the negligence of the Bank, its officers, employees, contractors or agents;
 - b. fraud or fraudulent misrepresentation; or
 - c. any other liability which may not be excluded by law.
- 5.6 The Customer shall indemnify the Bank and hold the Bank harmless against any and all losses, damages, claims, demands, actions, proceedings, liabilities, costs (including but not limited to legal costs on a solicitor and client basis) which may be suffered or incurred by the Bank or asserted against the Bank by any person, party or entity whatsoever, in respect of any matter of event whatsoever:
- a. arising out of or in connection with the Customer's breach of these Terms and Conditions or the negligence or default of the Customer or its agents, contractors or service providers;
 - b. any claim brought by the Controllers, any member of the Scheme or any other person in respect of any matter relating to the Services; and/or
 - c. arising out of, in the course of, by reason of or in respect of any breach of the Data Protection Legislation (as defined below) by the Customer or by its agents, contractors or service providers.

6. Confidentiality and personal data

- 6.1 Each party shall, during the term of this Services and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of the Services) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including information relating to these Terms and Conditions, trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its Affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of these Terms and Conditions, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.
- 6.2 Notwithstanding Clause 6.1,
- a. the Bank shall be entitled to disclose information about the Customer and these Terms and Conditions to:
 - i. any agents, contractors, service providers or advisers who provide a service to the Bank in relation to the performance or enforcement of these Terms and Conditions;
 - ii. the Operator for its use, processing, archival and disclosure to service providers, members of the Scheme and their affiliates, customers and merchants, for the purpose of providing, maintaining and enhancing the Services and related services to members of the Scheme, their merchants and customers; and
 - b. any consents, authorisations, and permissions that already exist from the Customer in relation to the Customer's information or any information provided by the Customer (or on the Customer's behalf) at any time shall continue to apply in full force and effect.
- 6.3 The Customer undertakes to comply with the Personal Data Protection Act 2012 ("PDPA") and all subsidiary legislation related thereto (collectively "Data Protection Legislation") with regard to any and all Personal Data that the Customer receive from its Clients.

6.4 The Customer agrees that in the collection, use and/or disclosure of any Personal Data received from the Clients via the PayNow / PayNow Corporate using SGQR Code, it shall do in compliance with the Account Terms.

6.5 The Customer acknowledges that in respect of any request or query in connection with the provision of Services, the Bank may only disclose such information or act as permitted by the Owners.

7. Intellectual Property

7.1 The Merchant shall not acquire any rights in respect of Intellectual Property of the Bank or any member of the Scheme (including without limitation any of their names, logos or marks) or any rights in the PayNow name or mark or in the SGQR name or the QR Code. The Merchant agrees that:

- a. the Bank and the Controllers are granted a world-wide, royalty-free and irrevocable license to use any Intellectual Property it furnishes to the Bank for the purpose of providing the Services (the "**Permitted Use**"); and
- b. the Bank has permission to furnish and license any Intellectual Property it furnishes to the Bank to the Controllers for the Permitted Use, and further warrants and represents that:
- c. it is the sole and absolute owner of the Intellectual Property it furnishes to the Bank or otherwise has obtained all necessary rights and licenses from the owners and proprietors of the Intellectual Property to grant the license and permissions as set out above; and
- d. the Bank's and the Controllers' use of the Intellectual Property as set out above will not infringe the intellectual property rights or other rights of any third party, and without limitation to the generality of anything herein, the Merchant shall indemnify the Bank and the Controllers from any losses, damages, costs, charges, expenses (including without limitation legal costs), claims, proceedings and actions incurred as a result of any breach of the foregoing warranties.

8. Termination

8.1 Either party can terminate all or any part of the SGQR Related Services and/or terminate these Terms and Conditions by giving 30 days prior written notice the other party. Any liabilities owing to the Bank by the Customer under these Terms and Conditions will become immediately due and payable on termination of the Terms and Conditions.

8.2 Notwithstanding Clause 8.1, the Bank may suspend or terminate any or all of the Services at any time without notice if one or more of the following occurs:

- a. any of the Services is used or suspected to be used by the Customer for any improper or illegitimate purpose;
- b. the provision of any of the Services will result in the Bank (in this case "the Bank" includes a member of the HSBC corporate group, the Bank's employees, agents, contractors or service providers), being in breach of any law or regulations;
- c. the Customer breaches any of its obligations under these Terms and Conditions and (where such breach is capable of being remedied) fail to remedy such breach to the Bank's satisfaction within thirty (30) days after receipt of a written notice requiring remedy;
- d. the Customer becomes insolvent, is unable to pay its debts as they fall due or is the subject of a winding up petition or like process;
- e. where the Collection Account which the Customer's PayNow alias is linked to is closed; or
- f. where the PayNow alias linked to the SGQR Code is de-registered.

8.3 In the event of termination of the Services for whatever reason:

- a. the Merchant agrees and undertakes to destroy and delete the SGQR Code and upon the Bank's request, to give the Bank evidence of or certify such destruction and deletion promptly at the Merchant's sole cost and expense; and
 - b. the Bank shall be entitled to update the CR Register, including the removal of any Scheme Payloads previously submitted by the Bank to the CR Register.
- 8.4 Termination of these Terms and Conditions shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of these Terms and Conditions which is expressly or by implication intended to come into or continue in force on or after termination.
- 8.5 Save as expressly provided in these terms and conditions, no refund for any fees or charges paid by the Customer shall be made on termination of these Terms and Conditions.

9. Amendment

- 9.1 The Bank may amend these Terms and Conditions by giving the Customer thirty (30) days advance written notice. The Customer shall be deemed to have accepted such amendments to the Terms and Conditions upon its continued use of the HSBC PayNow Corporate – SGQR Service pursuant to any amendments to the Terms and Conditions.
- 9.2 Notwithstanding clauses 9.1, the Bank may, by written notice to the Customer amend these Terms and Conditions at any time in order to comply with any law or regulation, which will become effective in accordance with the terms of such notice. The Bank will use reasonable endeavours to give the Customer as much advance notice as possible in such circumstances.

10. Assignment

- 10.1 The Bank may transfer its rights or obligations under these Terms and Conditions to a third party upon giving notice to the Customer. The Customer may not transfer its rights or obligations to a third party without the Bank's prior written consent.

Notwithstanding any provision to the contrary, the Bank shall be entitled to engage agents, contractors and service providers to perform any of its obligations under these Terms and Conditions.

11. Miscellaneous

- 11.1 The HSBC PayNow Corporate – SGQR Service shall be governed by these Terms and Conditions, the Account Terms and the terms and conditions which apply to the related electronic banking services. If there is any discrepancy amongst them, these Terms and Conditions will prevail with respect to the HSBC PayNow Corporate – SGQR Services.
- 11.2 The Customer shall be bound by all electronic communications, computer files, messages, documents and records generated by the CR System and the Bank's systems, situated in or outside of Singapore, in respect of its use of the Services, which shall be deemed to be valid, accurate and authentic, and final, conclusive and binding on the Customer and its clients.
- 11.3 Nothing in these terms and conditions shall constitute or be deemed to constitute a partnership or agency between the parties or qualify or be deemed to qualify any party as an agent of the other party or any of its Affiliates, for any purpose whatsoever. No party shall have the authority or power to bind the other party or any of its Affiliates, or to contract in the name of, or create a liability against, the other party or any of its Affiliates. Except as otherwise expressly provided herein, each party shall be solely responsible for its expenses incurred in the performance of its obligations under this Agreement.
- 11.4 Unless otherwise specified, any notice from the Customer to the Bank shall be in writing and shall be sent to the Bank's principal place of business in Singapore or to such other address as the Bank may specify in writing from time to time, including an address for notices to be sent electronically.

- 11.5 Unless otherwise specified, any notice from the Bank to the Customer or communication shall be deemed to have been duly delivered to the Customer if delivered to an address specified by the Customer in the Application Form or such other address as the Customer may specify in writing from time to time, including an address for notices to be sent electronically.
- 11.6 Each provision of these Terms and Conditions is severable and if any provision is or becomes illegal, invalid or unenforceable, then that provision is severed. All other provisions shall continue to have effect.
- 11.7 No failure to exercise, nor any delay in exercising, on the part of any party, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- 11.8 No person other than the Customer, the Bank and the Controllers shall have any right under the Contracts (Rights of Third Parties) Act 2001 to enforce or enjoy any right or benefit of any of the provisions of these Terms and Conditions, whether directly or indirectly, expressly or impliedly. The parties to these Terms and Conditions may by agreement rescind or vary these Terms and Conditions without the consent of the Controllers.
- 11.9 The headings of the paragraphs contained herein are for convenience only and do not define, limit, describe or constitute the contents of such paragraphs.
- 11.10 These Terms and Conditions are governed by and shall be construed according to the laws of Singapore. The parties submit to the non-exclusive jurisdiction of the Singapore courts.