

## TERMS AND CONDITIONS

### UOB SMARTBUSINESS BANK STATEMENT FEEDS SERVICE

#### APPLICANT'S INSTRUCTIONS AND DECLARATIONS

In consideration of you agreeing at our request to accept and act upon:

- (a) Our instructions to you to provide statements of accounts, data and information (collectively, "**Information**") of our account(s) as specified above ("included account") to MB Enterpryze Cloudware Limited, its Related Persons (as defined below) and Third Parties (as defined below) (collectively "**Enterpryze**") in respect of this arrangement; and
- (b) Our instructions to you to remove statement of accounts of our account(s) as specified above from this arrangement ("removed account").

We hereby acknowledge and/or agree that:

1. You and ENTERPRYZE are independent contractors, and neither you nor ENTERPRYZE will have any rights, power or authority to act or create an obligation, express or implied, on behalf of the other party. You shall not be held responsible or liable for any act or omission by ENTERPRYZE, its Related Persons and/or Third Parties in relation to the Information immediately after the Information, or any part thereof, has left your servers to ENTERPRYZE in accordance with our instructions.
2. You are authorized to disclose and to provide Enterpryze our bank statement Information relating to our included account in any manner whatsoever, and, in this context, you are hereby explicitly relieved of any legal implications of banking secrecy and data privacy, whether pursuant to the Financial Services Act 2013, Islamic Financial Services Act 2013, Personal Data Protection Act 2010 or otherwise, in relation to our Information, or any part thereof, after it has left your servers to Enterpryze;
3. We will hold you harmless and indemnify you against all actions, proceedings, claims, liabilities, losses, damages, costs and expenses including legal costs on a full indemnity basis, which you may suffer or incur in connection with or arising out of acting upon our instructions or authorizations given in the manner described herein unless it arises from your negligence or wilful misconduct specifically related to this arrangement.
4. You shall not be liable in contract, restitution, tort (including negligence) or otherwise for any loss or damage or expense or costs (including legal costs) to us or any other person caused by or arising directly or indirectly out of any act or omission by you or ENTERPRYZE in relation to this arrangement, any act, omission or failure by ENTERPRYZE in connection with/in relation to the Information, any delay or failure in transmission to ENTERPRYZE and our use of and/or access to (or the inability to use and/or access to) and/or reliance on services of ENTERPRYZE including but not limited to their software, application and the information contained in their software and application unless it arises from your negligence or wilful misconduct specifically related to this arrangement.
5. Upon disclosure of our Information to Enterpryze as stated above and as soon as all or any part of our Information leaves your servers, use, access, control, disclosure, retention, destruction, protection, safekeeping, maintaining confidentiality and any other form of processing of such Information released to Enterpryze shall no longer be subject to your terms of use, but shall be subject to Enterpryze's terms of use and/or agreement with us and you shall not be responsible or liable for the use, access, control, retention, destruction, protection, safekeeping, maintaining confidentiality, processing, collection and disclosure by Enterpryze of the Information disclosed to Enterpryze pursuant to this Registration Form for Bank Statement Feed. For Information that is retained within your possession and control, we acknowledge and agree that such Information shall continue to be subject to your terms of use.
6. Disclosure of Information to MB Enterpryze Cloudware Limited by you may include disclosure to MB Enterpryze Cloudware Limited's Related Persons and such other third parties to whom MB Enterpryze Cloudware Limited may so decide at its sole discretion (including, without limitation, any third party subcontractors) ("**Third Parties**"), and we acknowledge and agree that MB Enterpryze Cloudware Limited may disclose our Information to its Related Persons and Third Parties. The term "**Related Persons**" shall mean in relation to MB Enterpryze Cloudware Limited, any person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, MB Enterpryze Cloudware Limited and for the purpose of this definition, a person controls another person if that person directly or indirectly possesses the power to: appoint a majority of the directors or trustees of the person; otherwise direct or cause the direction of the management, policies or powers of the person, whether through the ownership of voting securities, by deed of trust, by appointment of directors or trustees, by contract or otherwise.

7. The Information provided by you to all and/or any Enterpryze shall be segregated by Enterpryze from Enterpryze's own data and other customers.
8. You are not responsible for ENTERPRYZE's use, access, control, retention, collection, protection, safekeeping, destruction, maintenance of confidentiality, processing and/or disclosure of the Information provided, including but not limited to ENTERPRYZE's retention and/or deletion of the Information provided by you to ENTERPRYZE after the termination of this arrangement.
9. The Information will be disclosed by electronic transmission to Enterpryze, and we acknowledge and agree that electronic services are subject to interruption, delay or breakdown for a variety of reasons.
10. In accordance with our agreement with Enterpryze, we acknowledge that the servers of Enterpryze are located outside of Malaysia, whether in the United States of America or otherwise, and agree that the Information may be routed through and stored on those servers or any other servers of Enterpryze, whether in or outside Malaysia. We hereby consent to the transfer our Information by you to the servers of Enterpryze located in or outside of Malaysia for the purpose of this arrangement.
11. You require at least seven (7) business days from the date of your receipt of our instructions to you to provide the Information to Enterpryze under this arrangement. We understand and agree that once you execute our instructions to include any of our accounts under this arrangement, Enterpryze will receive the Information as regards our included account. In this regard and in relation to our instructions to you to include the included account into this arrangement, we hereby authorize you to disclose, inform and give notice to Enterpryze as regards the inclusion of the included account into this arrangement, including without limitation, disclosing to Enterpryze any details of the included account and any of the Information that are set out in this Registration Form for Bank Statement Feed.
12. In the event we provide instructions to you to correct any Information that has already been disclosed by you to Enterpryze, or if any Information that has already been disclosed by you to Enterpryze needs to be corrected, we acknowledge and agree that you will not be able to require Enterpryze to update the Information once Enterpryze has imported such Information into our nominated Enterpryze subscription.
13. You require at least seven (7) business days from the date of your receipt of our instructions to you to remove any of our accounts from this arrangement. We understand and agree that once you execute our instructions to remove any of our accounts from this arrangement, Enterpryze will no longer receive any Information as regards our removed account. In this regard and in relation to our instructions to you to remove any of our accounts from this arrangement, we hereby authorize you to inform and give notice to Enterpryze as regards the removal of our accounts from this arrangement, including without limitation, disclosing to Enterpryze the account number to be removed and any of the Information that are set out in this Registration Form for Bank Statement Feed.
14. You may at your sole and absolute discretion decide not comply with our instructions to you for any reason whatsoever, including but not limited to suspension of provision of the Information to ENTERPRYZE.
15. You have the right to suspend and/or terminate this arrangement at any time without prior notice to us and you shall not be liable in contract, restitution, tort (including negligence) or otherwise for any loss or damage or expense or costs (including legal costs) to us or any other person caused by or arising directly or indirectly out of such termination and we understand and agree that once you terminate this arrangement, ENTERPRYZE will no longer receive any Information as regards our accounts. In this regard, we hereby authorize you to inform and give notice to ENTERPRYZE as regards to the termination of this arrangement, including without limitation, disclosing to ENTERPRYZE any details of the removed accounts and any of the information that are set out in this Registration Form for Bank Statement Feed.
16. If the Information and any other information set out in this Registration Form for Bank Statement Feed contains any Personal Data of an individual ("**Relevant Individual**"), we hereby represent and warrant that we have obtained the consent of such Relevant Individual for your collection, use and disclosure hereunder. The term "*Personal Data*" includes but is not limited to the Relevant Individual's name, address, occupation, contact details, the information contained in any of the Relevant Individual's account(s) maintained with you either singly or jointly with any other person, and such other necessary data regarding the Relevant Individual and his/her transaction(s) with you.
17. We and the Relevant Individuals have consented to ENTERPRYZE collecting the Information for the purposes set out in the terms and conditions agreed between ENTERPRYZE and us and that you are providing the Information to ENTERPRYZE on our behalf at our request.