

The E-Services (defined below), are provided to you under the following terms and conditions ("Terms") and any operating rules or policies that may be published from time to time by us and/or made available at the Website (defined below). In these Terms, "we", "us" or "our" means GE Personal Credit Pte Ltd and/or GE Money Pte Ltd and "You" or "Your" means, where applicable, the customer. **By clicking the "I ACCEPT" button, you are indicating your agreement to be bound by all terms and conditions of these Terms. If you do not accept all the terms and conditions of these Terms, do not click on the "I ACCEPT" button.**

1. THE E-SERVICES

- 1.1 "As Is" Basis. The E-Services are provided on an "as is", "as available" basis. The time periods during which the E-Services are available are subject to change. We may at any time, at our discretion and without prior notice, add to, vary, alter or remove any E-Service in whole or in part or temporarily suspend any E-Service for any purpose that we deem fit, without giving any reason and without incurring any liability.
- 1.2 No Warranties. Notwithstanding any other provision of these Terms, no warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, satisfactory quality, merchantability and fitness for a particular purpose is given in conjunction with the E-Services and Website, or the information or materials made available through the E-Services and Website. In particular, we do not warrant that: (a) that any data or information provided through the E-Services is correct, accurate, complete or up-to-date; (b) that the E-Services will be provided uninterrupted or free from errors; or (c) that any identified defect or error in the E-Services will be corrected.
- 1.3 Your Undertakings. You agree:- (i) to comply with all notices, guidelines, rules, instructions and Additional Terms concerning the use of the Website and/or the E-Services which are published from time to time by us and/or made available at the Website; (ii) to abide by all applicable laws and regulations in your use of the Website and the E-Services; (iii) not to impersonate any person or entity; (iv) not to upload or distribute in any way files that contain viruses; and (v) not to post or transmit through the Website and/or the E-Service any unlawful, harassing, libellous, harmful, or otherwise objectionable material of any kind or nature.

2. NEW E-SERVICES

- 2.1 The use of specific aspects or types of E-Services and/or updated versions of E-Services, may be subject to additional terms and conditions ("**Additional Terms**"). You agree to comply with the Additional Terms. We reserve the right (but shall not be obliged) to introduce new products, programmes, services, functions and/or features (collectively "**New E-Services**") to the E-Services and/or Website. The term "E-Services" shall include New E-Services unless otherwise indicated. All New E-Services shall be governed by these Terms and may be subject to Additional Terms. In the event of any inconsistency between these Terms and the Additional Terms, the Additional Terms shall prevail in so far as the inconsistency relates to the specific E-Service in question unless otherwise provided.

3. USERID AND PASSWORD

- 3.1 Protect Personal Security Information. Certain transactions may be performed on the Website and/or the E-Service only if you have been assigned or provided by us with (a) a login identification number(s) ("**USERID**") (b) a personal identification number(s), password(s), symbol(s) or code(s) ("**Password**") and (c) an Account identification number ("**Account Number**"), and such USERID, Password and Account Number (collectively "**Security Information**") are and remain valid. We may at any time in our sole and absolute discretion forthwith invalidate any of the Security Information without assigning any reason therefor without prior notice and shall not be liable or responsible for

any loss or damage suffered by or caused by you or arising out of or in connection with or by reason of such invalidation. You shall not at any time disclose any of the Security Information to any person. You shall be responsible and liable for any disclosure or unauthorised use of any of the Security Information. We shall not be responsible or liable for any loss caused to or damage incurred or suffered by you or any person by reason of or arising from or as a consequence of using the Security Information and/or performing any transactions and/or obtaining and/or making any payment of any monies belonging to you. We shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by you in relation to or in respect of any instructions, operations or transactions effected by you or purported to be effected by you using any of our services (including the E-Services).

- 3.2 Reliance on Use of Your Security Information. Any use of or access to the E-Services and/or the Website and any information, data, instructions or communications referable to any of your Security Information shall be deemed to be (i) use or access of the Website and/or the E-Service by you and/or (ii) information, data, instructions or communications transmitted and validly issued by you. You acknowledge that you shall be bound by and agree to fully indemnify us, our affiliates, directors, officers, employees, contractors and agents, against any and all losses, liabilities, claims, damages and expenses (including legal fees) attributable to, any access, use, instructions and/or communications referable to any of your Security Information and you agree that we shall be entitled to act upon, rely on and/or hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you.

4. INSTRUCTIONS GIVEN THROUGH E-SERVICES

- 4.1 Instructions Binding. All Instructions made through the Website and/or E-Services by or referable to you (whether or not authorised by you) are irrevocable and binding on you. You shall ensure that all information provided or Instructions given by you using the E-Services are complete, accurate, true and correct.
- 4.2 No Need for Further Checks. We may accept and act upon any Instruction given through the Website and/or E-Services and referable to any of your Security Information as your Instructions, without obtaining your further consent or confirmation, even if such Instructions were not in fact given by you. We are not obliged to check if Instructions given through the Website and/or E-Service are authentic, accurate or complete.
- 4.3 Liable for Transactions. You are liable for all Transactions made in connection with your Account through the use of the E-Services with or without your knowledge or consent and you waive all rights and remedies against us in respect of any loss arising from any such use.

5. SECURITY

- 5.1 Precautions. You shall take all necessary precautions to ensure that there is no unauthorised use or abuse of your Account, or unauthorised access to your Account information through the E-Services.
- 5.2 No Liability for Wrongful Access. We do not warrant the security of any information communicated by or to you using the E-Services, and you accept the risk that such information may be accessed by unauthorised third parties and/or disclosed by us and by our officers, employees or agents to third parties purporting to be you or purporting to act under your authority. We shall not be liable for damages, losses, expenses or costs incurred by you as a result of any such access or disclosure.
- 5.3 Notification. You must contact us immediately by telephone to be followed by confirmation in writing within 24 hours ("**Security Notification**") if you have reason to believe, suspect that or have knowledge that there has been unauthorised use of your Account (through the E-Services or otherwise), and in such situations you shall immediately cease to use your Account until further notice from us.

- 5.4 No Liability for Failure to Carry Out Instructions. We shall not be liable for any failure by us to carry out your Instructions, or a cancellation of your Instructions or Transactions, following a Security Notification or where we suspect a security breach or unauthorised use of your Account.
- 5.5 Bound by Instructions. You will be bound by all Instructions (and Transactions resulting from any Instructions) made in connection with your Account until such time as we have received the Security Notification from you and have effected cancellation of such Instructions or Transactions.
- 5.6 Information Non-Confidential. You agree that all information and/or particulars sent or submitted by you through the Website and/or the E-Services are non-confidential and non-proprietary. We shall not be subject to any confidentiality obligations in respect of any such information and/or particulars. You agree that we, our affiliates, directors, officers, employees, contractors and agents may, and you hereby authorise each of us to, use and to disclose such information to any person in connection with the provision of services to our customers.

6. **LIMITATION OF LIABILITY**

We shall not be liable for any direct, indirect, incidental, punitive, special or consequential damages or economic loss whatsoever or howsoever caused arising directly or indirectly in connection with the Website and E-Services, including but not limited to those suffered or incurred by you as a result of:

- (a) incorrect or inaccurate Instructions given by or referable to you;
- (b) use of the E-Services by any party under your Account or using any of your Security Information;
- (c) any delay or failure by us to act on Instructions; and/or
- (d) any error(s) in transmission of Instructions or any other data or information through the Website and/or E-Services.

7. **INDEMNITY**

You hereby agree to indemnify us and keep us at all times fully indemnified from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including without limitation, our legal costs on a solicitor and own client basis), awards, damages, losses and/or expenses to which we may be subject to for whatever reason in relation to your use or purported use of the E-Services including but not limited to:

- (a) any use of any loan or credit facilities through the Website and/or E-Services, under your Account, whether or not made with your knowledge or authority;
- (b) any breach or non-compliance by you of these Terms; and
- (c) any claim by any other party against us arising from sub-clauses (a) or (b) above.

8. **EVIDENCE AND RECORDS**

- 8.1 Online Contracts Binding. Any exchange of Instructions orally through the Website and/or E-Services which, if made in writing would constitute a binding contract, will similarly bind both us and you as a binding contract and will satisfy any rule of law or evidence that such a contract has to be made in writing.
- 8.2 Records Conclusive. You agree that our records of:
- (a) Instructions, Transactions or other communications performed, processed or effected through the Website and E-Services by you or any person purporting to be you, acting on your behalf or purportedly acting on your behalf, with or without your consent,
 - (b) transactions relating to the operation of the Website and/or E-Services;

are binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of the transaction and your liability to us. You agree that all such records are admissible in evidence

and you will not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and you waive any of your rights (if any) to raise such objections.

9. AMENDMENTS

We may make such changes to these Terms as we may in our discretion deem fit from time to time. Upon any change in these Terms, we will notify you by such method of notification as we may designate, which may include notification by way of email or by posting the changes on-line. If you do not agree to be bound by the changes, you must cease all access and/or use of the Website and/or E-Services. If you continue to use and/or access the Website and/or E-Services after being notified of such change to these Terms, such use and/or access shall constitute an affirmative agreement by you to be bound by these Terms and their changes.

10. TERMINATION

We may, in our sole discretion, with immediate effect upon giving you notice in writing through email or otherwise, terminate your right to use any or all of the E-Services and/or invalidate your USERID, Password and/or Account Number and may bar your access to the Website (or any part thereof) and/or any or all of the E-Services for any reason whatsoever, including without limitation, a breach of any of these Terms.

11. GENERAL MATTERS

- 11.1 No Liability: We shall not be liable if we delay to perform or are unable to perform our obligations under these Terms due directly or indirectly, to the failure of any machine or communication system, any industrial dispute, war, act of God or anything outside our control or the control of our servants or agents.
- 11.2 Governing Law and Jurisdiction: These Terms and all matters relating to the Website and E-Services shall be governed by the laws of Singapore and you shall submit to the non-exclusive jurisdiction of the courts in Singapore.
- 11.3 Third Parties Act: A person who is not a party to these Terms, shall have no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or enjoy the benefit of any of these Terms. Notwithstanding any term herein, the consent of any third party is not required for any variation (including any release or compromise of any liability) of these Terms.

12. DEFINITIONS

In these Terms,

"Account" means any account with us in your name as modified or supplemented from time to time and shall include any successor or replacement account.

"E-Services" means the services, information and functions made available by us at the Website, including receiving monthly statements, updating of personal particulars, GIRO on demand and such other services, information and functions as we may provide from time to time.

"Instruction" means any instruction, authorisation or request (including a request for a loan) communicated through the E-Services.

"Security Information" is defined in **Clause 3.1**.

"Security Notification" is defined in **Clause 5.3**.

"Terms" means these Terms and Conditions for E-Services as amended, modified or supplemented

from time to time.

"Transaction" means a utilisation of, or transaction performed with respect to, any loan or credit facilities made available by us to you and includes any utilisation or transaction that may not be authorised by you or which may otherwise be fraudulent or dishonest. **"Transaction"** shall include online GIRO payment transactions.

"Website" means the website on the Internet owned and/or operated by us and which is presently at www.gemoney.com.sg.