

UOB Kay Hian
Electronic Statements - Monthly Statement and Contracts
Terms & Conditions

In consideration of UOB Kay Hian ("UOBKH") making available contracts and statements to the client through the UTRADE website, www.utrade.com.sg, upon logging in to the client's online trading account (known as the "Service"), and the client hereby agrees as follows:

1. The client shall agree to the terms and conditions relating to the Service as herein after provided, and the client confirms that these shall be in addition to and not in substitution of UOB Kay Hian's standard terms and conditions governing its facilities and to the services which shall apply to the Service as if the said terms and conditions were repeated herein. In the event of a conflict between the terms and conditions of this agreement and any other relevant terms and conditions, the terms and conditions of this agreement will prevail to the extent of such conflict. The use of the Service will constitute the client's agreement to and receipt of these terms and conditions as well as the acknowledgement of the inherent risks in the transmission of contracts and monthly statement online.

2. The provision of this Service is at the UOBKH's discretion, and such Service may be modified, suspended, withdrawn, cancelled or discontinued by UOBKH at any time. In the event of such modification, suspension, withdrawal, cancellation or discontinuance of the Service, UOBKH shall notify the client and shall revert to sending the contracts and statements in paper format to the client's last mailing address appearing on UOBKH's record. Once the Service is provided to the customer, UOBKH will cease to provide the client with printed and mailed contracts and statements.

3. The client is the designated user of his/her UTRADE account and shall take all necessary security measures and precaution to ensure that the User ID and Password to the UTRADE account is not accessed by any unauthorized party.

4. The client may terminate the Service at any time by submitting the Application to Opt Out for UOBKH Electronic Statements form. The client understands that UOBKH will revert to sending the contracts and statements in paper format to the last mailing address appearing on UOBKH's records.

5. The client acknowledges that UOBKH will use its best endeavours to ensure the security of the Service. Notwithstanding the foregoing, the client agrees that UOBKH shall not be liable in any manner for any disruption, unavailability of the Service, communication, electrical or network failure that may result in the E-Contracts and E-Statements being incomplete, unavailable or delayed in transmission. The client acknowledges that the information transmitted may be liable to errors, viruses, delay, interception, modification or amendment by unauthorized persons and the client acknowledges that transmission may be disrupted, interrupted, delayed or incorrect. The client shall not hold UOBKH responsible for any errors, viruses, delay, inaccuracy, losses, damages whatsoever arising from or in connection with the client use of the Service including but not limited to any interception, modification or amendment, disruption, interruption, delay or inaccuracy of e-mails or internet transmission or other communication equipment or facilities. For the avoidance of doubt, UOBKH shall not be responsible for any losses suffered whether direct, indirect, consequential, or special loss, even if the UOBKH shall have been advised of the same.

6. The client will not hold UOBKH responsible for any consequences that may arise as a result of any online communication between the client and UOBKH which may be lost in transmission (whether in whole or in part).

7. The client acknowledges and agrees that UOBKH shall have the right to amend any term(s) of this agreement at any time by giving such notice in writing to the client, whether by mail, facsimile, e-mail notification or otherwise or by placing prominent notices at UOBKH's branches and/or UOBKH's website and the client agrees to be bound by the same.