

Terms and Conditions Relating to Electronic Bank Statements Delivery ("eAST")**1. Definition**

Unless the context otherwise requires herein:-

"Bank" means Mizuho Bank, Ltd., having a place of business in Singapore.

"Bank Statements" means the Company's account statements, debit and credit advices, confirmations, advices or statements in connection with Transactions issued by the Bank.

"Company" means the party signing below, including its assignees and successors in title.

"eAdvice" means the Company's debit and credit advices or other advices in connection with eTransactions issued by the Bank through the eAST service.

"eAST Instructions" means the Company's instructions set out in the acknowledgment form accompanying these Terms and Conditions below and which may be amended from time to time by written notice to the Bank.

"eStatement" means the Company's account statements, confirmations or other statements in connection with eTransactions issued by the Bank through the eAST service.

"eTransaction" means any one or more of the Transactions as may be provided by the Bank, for which eAdvices and eStatements are issued by the Bank through the eAST service.

"Transactions" means foreign exchange, time deposits, loan transactions, trade transactions, remittances and such other transactions as may be provided by the Bank, for which Bank Statements are issued by the Bank.

2. Description of eAST Service

- 2.1 The eAST service comprising the issue of eAdvice and eStatements in connection with any eTransaction will enable the Company to receive Bank Statements.
- 2.2 Upon the Company electing to receive Bank Statements through electronic delivery, the Bank will no longer send to the Company Bank Statements in paper form.
- 2.3 The Company will receive an email notification from the Bank that the Bank Statements are ready for viewing, printing or downloading on a periodic basis (where such Bank Statements are generated by the Bank periodically) or as and when Transactions are effected.
- 2.4 The availability of the electronic form of the Company's Bank Statement on statement date shall be deemed the date of the delivery of such Bank Statement. The Company agrees that in the event of any error appearing in the Bank Statement, it shall notify the Bank immediately of the said error in writing. If no error is reported to the Bank within seven (7) days from the statement date, the Company agrees that such Bank Statement shall be deemed to be true and accurate.
- 2.5 The Bank Statements will be presented as a PDF (Portable Document Format) file.
- 2.6 The Bank may change, suspend or eliminate all or any aspect of eAST service upon notice to the Company.

3. The Company's Responsibilities

- 3.1 The Company represents to the best of its knowledge that the Company's computer terminal and any other computer system through which access to the Bank Statements may be effected, are free from any electronic, mechanical, data failure or corruption, computer viruses and bugs or related problems that may be attributable to the services provided by any relevant internet service provider or information service provider on the Company's computer terminal.
- 3.2 The Company agrees to pay all applicable fees together with applicable Goods and Services Tax, if any, and further agrees that such fee may be revised by the Bank from time to time.
- 3.3 It is the Company's sole responsibility to ensure that only authorised persons can access, retrieve or view the Bank Statements sent to the email address(es) provided by the Company to the Bank.

4. Termination of Service

- 4.1 eAST service may be terminated by the Company giving to the Bank thirty (30) days' prior written notice.
- 4.2 The Bank may suspend or terminate the eAST service:-
 - (i) fourteen (14) days' after the date of a written notice to the Company;
 - (ii) forthwith upon the failure by the Company to comply with the Company's responsibilities listed herein;
 - (iii) forthwith if, in the Bank's opinion, the eAST service is not being properly used by the Company;
- 4.3 Upon termination of eAST service, the Bank shall automatically generate the paper form of the Company's Bank statements on the next statement date and send it to the Company via ordinary mail.

5. Disclaimer of Warranty and Limitation of Liability

- 5.1 The Bank does not guarantee continuous or uninterrupted access by the Company to its Bank Statements.
- 5.2 The Bank does not warrant the security secrecy or confidentiality of any information transmitted through any relevant internet service provider, network systems or such other equivalent systems in any jurisdiction via eAST service.
- 5.3 The Company agrees that in no event will the Bank be liable for loss, profits or any special, incidental or consequential damages arising out of or in connection with its use of the eAST service. The Company also agrees that the Bank is not liable for any technical, hardware or software failure of any kind, any interruption in the availability of the eAST service, any delay in operation or transmission, any incomplete or garbled transmission, computer virus, corruption or loss of data or disruptions to computer or any systems.

- 5.4 Nothing in these Terms and Conditions shall limit the Bank's liability for fraud or willful default or any other liability of the Bank which cannot be limited or excluded by law.
- 5.5 In any event (save in respect of the instances mentioned in Clause 5.4), the maximum liability of the Bank in contract, tort or other legal theory shall be limited to an amount which does not exceed the banking fees which the Bank is entitled to receive from the Company in respect of the transaction relating to the breach complained of.
6. Electronic Records
- 6.1 The electronic records of Bank Statements relating to or in connection with the eAST service which are kept, stored and/or maintained by the Bank shall be conclusive evidence of the contents thereof and the Company consents to the use of such electronic records in any court proceedings. The Company agrees to the admission, as evidence in any court of law in Singapore, any electronic records mentioned in this Clause. The Company further agrees that such electronic records, and any copies thereof, are admissible in any court of law in Singapore as original documents and the Company agrees not to challenge or dispute their admissibility, authenticity or accuracy in any proceedings. For the purposes of these Terms and Conditions, the terms "digital signature", "electronic record", "electronic signature" and "hash function" shall have the respective meanings ascribed to such terms in the Electronic Transactions Act 2010.
7. Additional Terms and Conditions
- 7.1 These Terms and Conditions and applicable fees and charges may be amended, revised or supplemented by the Bank from time to time by giving written notice. The Company's continued usage of the eAST service following receipt of any notice of amendments constitute acceptance of such amendments, revisions or supplements.
- 7.2 The Company acknowledges that all the Bank's terms and conditions relating to the Transactions, Bank Statements and computer programs developed and supplied to the Company ("General Terms and Conditions"), shall continue to apply and in the event of any inconsistency between the General Terms and Conditions and the provisions herein, the provisions herein shall prevail in their application to the eAST service and transactions contemplated herein.
8. Communication
- 8.1 The Company acknowledges that any communication, letters and announcements sent by the Bank to the Company by email at the email address indicated by the Company on the eAST Instructions shall be considered as having been duly delivered to the Company and the Company further acknowledges that it is its responsibility to notify the Bank immediately of any change of email address in writing or in any other manner as the Bank may determine.
9. General Provisions
- 9.1 A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.
- 9.2 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore.

ACKNOWLEDGEMENT

To: Mizuho Bank, Ltd., having a place of business in Singapore.

A. We, the below named Company, acknowledge that we have read the Terms and Conditions herein and agree to the same.

B. eAST INSTRUCTIONS:-

- i. Kindly fill up the following products/services.
- ii. If you have intentionally left the products/services as blank, we shall use the information on "eStatement" and apply onto those products/services that are not filled with email address.

The eAST service is requested for:

☐ **eStatement** (Account Statement) <code 001>

Email 1 _____

Email 2 _____

☐ **eAdvice** (Debit & Credit Advice) <code 002>

Email 1 _____

Email 2 _____

☐ eTransactions (foreign exchange, time deposits, loan transactions, trade transactions, remittances and such other transactions as may provided by the Bank)

☐ **Foreign Exchange** <code 003>

Email 1 _____

Email 2 _____

☐ **Derivatives** <code 004>

Email 1 _____

Email 2 _____

☐ **Time Deposit** <code 005>

Email 1 _____

Email 2 _____

☐ **Loan** <code 006>

Email 1 _____

Email 2 _____

☐ **Certificate of Balance Report** <code 007>

Email 1 _____

Email 2 _____

☐ **Mark-To-Market Report** <code 008>

Email 1 _____

Email 2 _____

Remittance & Trade [Select Comprehensive or All the services]

☐ **Remittance Comprehensive** (ALL Remittance/GIRO/FAST) <code 009>

Email 1 _____

Email 2 _____
☐ **Trade Comprehensive** (ALL Trade LC Advising/Export/Import) <code 010>

Email 1 _____

Email 2 _____
☐ **All services – Remittance** (Inward Remittance) <code 011>

Email 1 _____

Email 2 _____
(Outward Remittance) <code 012>

Email 1 _____

Email 2 _____
(Inward GIRO/Inward FAST) <code 013>

Email 1 _____

Email 2 _____
(Outward GIRO) <code 014>

Email 1 _____

Email 2 _____
☐ **All services – Trade** (LC Advising) <code 015>

Email 1 _____

Email 2 _____
(Export) <code 016>

Email 1 _____

Email 2 _____
(Import) <code 017>

Email 1 _____

Email 2 _____

For and on behalf of the Company

Authorised Signatory

Name: _____

Designation: _____

Company's name and stamp: _____

Date: _____

For Bank's Internal Use
Customer's Abbreviation
1. _____
2. _____
3. _____
4. _____