

Date :
RHB Bank Berhad Singapore
Dear Sir,

## Application for Access to Internet Trade Export Collection Viewing Service "TEC"

Name of Company ("the Customer")					
Registered Address	Postal Code				
Customer Contact Details  NOTE: This individual will serve as the point of contact for RHB Bank Berhad for purpose of providing User IDs, changes to User IDs, change and resetting of Passwords.					
Name ( Mr Mrs Mdm Ms)					
Office No.	Mobile No.	Pager No.			
Facsimile No.	E-mail Address				
AUTHORIZED USER DETAILS					
1 Name of User	Designation	E-mail Address			
2 Name of User	Designation	E-mail Address			

We have read and agreed to abide and be bound by the General Terms and Conditions for the TEC and any amendments, alterations and additions as may from time to time be made.

User IDs and Passwords given to us will be used only by the persons so authorized. We undertake to maintain and ensure the proper use and access to the "TEC" enquiry system. This instruction shall remain in force until revoked by us in writing.

Authorised Signature(s)

For Bank Use	
Password & User ID issued	
User Guide Issued	

Rel 1.0 1 of 1



## GENERAL TERMS AND CONDITIONS FOR USAGE OF THE TRADE EXPORT COLLECTION SERVICE (TEC)

These General Terms and Conditions (hereinafter referred to as General Terms) shall govern the use of the TEC offered by RHB Bank Berhad ('the Bank').

By completing and submitting the relevant application form for use of the TEC or by using or otherwise assessing the TEC, the customer represents that it has read this General Terms and agrees to be bound by it.

- 1. In order to use the TEC, the customer will need to:
  - a. Submit the relevant properly completed application form which may be requested from the Bank;
  - b. Provide the Bank with all information that the Bank may require including but not limited to information on every end user being granted access to and use of the TEC; and
  - c. Pay all applicable fees (if any).
- Upon completion of the above, the Bank will issue to the customer passwords and user identification numbers to use the TEC. The Bank reserves the sole right not to accept any application at its sole discretion.
- 3. The Bank reserves the right to amend these terms and conditions from time to time.
- 4. The Bank further reserves the right to modify, enhance, withdraw, suspend or terminate the TEC or any part thereof at any time. The Bank will advice the customer of the withdrawal or suspension or termination of the TEC by giving not less than 7 days prior notice to the customer.
- 5. The Bank will provide the customer with a 'User's Guide" with security enrollment procedures on the usage and access of the TFC.
- 6. The customer is responsible to ensure that it has the necessary Internet connection through the use of a service provider's services and facilities and shall have obtained, installed and maintained such suitable equipment, software and communications means as may be required to make connection to the World Wide Web and to use the TEC, including a computer and modern, telecommunication facilities or other devices and other ancillary equipment.
- 7. The customer is responsible for the confidentiality of the passwords associated with the customer's account and user identification numbers assigned by the Bank upon application of the customer for the TEC. The customer shall ensure control of the passwords and user identification numbers for authorised usage of the TEC. All communications and activities occurring under or referable to the customer's user account, user identification numbers or passwords shall be deemed to have been validly used or authorised by the customer. The customer shall be liable for all costs, fees and expenses arising from any communication and activity occurring under or referable to the customer's user account, user identification numbers or passwords.
- 8. The customer agrees that access to and usage of the TEC is for its own business purposes only. The customer shall use the TEC solely in the capacity of an end-user and shall not without the Bank's prior written approval, reproduce, duplicate, copy, sell, resell or exploit any portion of the TEC.
- The customer agrees not to submit, upload or transfer any unauthorized files, codes (including but not limited to viruses), documents and information in the course of using the TEC.
- 10. The customer undertakes not to use the TEC for or to carry out any activity that may be prohibited by the laws of Singapore or under any other applicable law.
- 11. The customer authorises the Bank to deal with any data or information submitted by the customer to the Bank in relation to the customer's trades activities including any customer's information in any manner including disclosing such information to third party as the Bank deems necessary to carry out the TEC.
- 12. The customer agrees to at all times indemnify and hold harmless the Bank and its officers, employees and agents from and against any loss (including legal costs and expenses on full indemnity basis) or liability incurred by the Bank, its officers, employees or agents from :
  - a) a breach by the customer or its employees or agents of the terms herein; or
  - any willful, unlawful or negligence act or omission on the part of the customer or its employees or agents.
- 13. If the customer receives any data or reports addressed to another customer or a third party which was wrongfully forwarded to the customer, the customer shall:
  - a) Notify and return the reports to the Bank as soon as possible;
  - Destroy all copies of the data or reports afterwards and keep the contents of the data or report confidential.
- 14. All intellectual property rights (including trade marks and copyrights) contained in, relating to or in connection with the TEC are owned by the Bank or its licensors. No materials provided through the TEC including text, graphics, compilations, computer programs, code and or software may be reproduced, modified, adapted, distributed, published, displayed, uploaded, transmitted or hyperlinked in any manner and form without the Bank's express prior written approval.
- 15. The Bank may cease immediately to provide the TEC if the customer goes into liquidation or the customer breaches or fails to conform to any obligations or terms and conditions herein.
- 16. These General Terms shall be governed by and construed in accordance with the laws of Singapore and the parties agree to submit to the exclusive jurisdiction of the courts of Singapore.
- 17. If any of the terms and conditions herein are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will nevertheless continue in full force.
- 18. No part of this terms and conditions is enforceable under the Contracts (Rights of Third Parties) Act 2002 by a person who is not a party to it.

Rel 1.0 2 of 2