



## Payment Account Agreement

This Agreement is made as of the ..... day of .....

BETWEEN

- (I) **LANDMARK COMMERCE PTE. LTD. ("LANDMARK")**, a company incorporated in Singapore whose registered office is at Level 37, Ocean Financial Centre, 10 Collyer Quay, Raffles Place, Singapore 049315 and a Major Payments Institution registered with the Monetary Authority of Singapore; and
- (II) ....., a company incorporated in ..... whose registered office is at ....., whose detailed personal information of its authorized signatories are set out in the Customer Information as attached herewith (the "**Customer**").

**This Payment Account Agreement ("Agreement") shall apply to any money transfer transaction entered into between the parties.**

### **Interpretation of certain terms used in this Agreement (as hereinafter defined):**

**Authorised Signatory/Individual** – means a person who has been authorised by the Customer to act on its behalf in respect of giving instructions to, transacting, dealing and/or trading any Money Transfer Transactions with LANDMARK including signing on behalf of the Customer and "**Authorised Signatories/ Authorised Individual**" shall be construed accordingly;

**Business Day** – means a day other than (a) a public holiday; (b) a Saturday and (c) a Sunday in Singapore;

**Customer** – means the person(s) or party(ies) specifically named above, who as Customer, duly completes, signs and delivers to LANDMARK the application form supplied with this Agreement;

**Nominated Account** – means, in respect of the Customer, the bank account nominated by LANDMARK from time to time which the Customer’s money transfer transaction will be paid into;

**Person** – includes an individual, natural person, a body corporate, a firm, a partnership, an unincorporated association or an authority and other such incorporated bodies, corporate bodies and all other legal persons of whatever kind and however constituted;

**Singapore** – means the Republic of Singapore;

**Transaction Confirmation** – means, in respect of a Money Transfer Transaction, a written document/electronic confirmation issued by LANDMARK setting out the details and economic terms (which shall include, *inter alia*, the transaction date, currency pair, notional amount of base and counter currency, the rate of exchange and the Value Date (which is the settlement date) of the Money Transfer Transaction, which will be sent to the Customer, after the transaction instructions have been placed; and

Unless the context otherwise requires words importing one gender include all other genders and words importing the singular include the plural and vice versa.

Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it.

Headings of clauses or sections do not form part of this Agreement and shall not be taken into account in its construction or interpretation

References in this Agreement to any clause or sub-clause or schedule or important notice or attachment without further designation shall be construed as references to the clause or sub-clause of or schedule or important notice or attachment to this Agreement.

Any attachments, schedules, important notice and recitals form part of this Agreement and any reference to “this Agreement” includes the attachments, schedules, important notice and recitals.

Reference to a document is a reference to that document as from time to time supplemented or varied.

References to “parties” are references to the parties to this Agreement.

All references to time refer to Singapore time unless otherwise stated.

In this Agreement, the words “include”, “includes”, “including” and “such as” are to be construed as if they were immediately followed by the words “without limitation”.

# Terms and Conditions (“Ts&Cs”)

## 1. OUR SERVICES

### 1.1 The services provided by LANDMARK

- Issuing of an account registered to your name (“**Payment Account**”).
- Remitting money (“**Transaction**”) to a bank account inside or outside Singapore (“**Nominated Account**”), which are to be notified to us in advance when you instruct us to perform a Transaction;
- Any other service agreed between you and us that we undertake. (collectively, the “**Services**”).

A number of our services may be delivered through your mobile device and computer. You may not use the Services on a mobile device or the mobile device’s operating system, other device or other device’s operating system that has been modified or customised in any way. You bear the sole responsibility for such unauthorised use of the Services, and any losses that occur as a result shall not be deemed responsible by LANDMARK.

## 2. OPENING YOUR PAYMENT ACCOUNT

### 2.1 Capacity

2.1.1. By creating a payment account to use the Services, you expressly represent and warrant that you are at least 18 years of age, with full legal capacity to accept these Ts&Cs and enter into any Transaction and, in case you are a corporation, you also expressly represent that your representative has the actual authority to represent the corporation which is to be bound by these Ts&Cs and enter into any Transaction or other Services (“Authorized Individual”). We will treat the Authorized Individual as having authority from you to instruct us in respect of all matters for which they are stated to be authorized by you and all instructions from the Authorized Individual shall be regarded as if they came from you. You are responsible for ensuring that only Authorized Individuals will have access to Services and to issue requests and instructions to us on your behalf.

2.1.2. You must notify us in writing immediately if there is any change in the information provided or if you want to change the information provided about the Authorized Individual, including if you wish to change the identity or scope of his authority.

2.1.3. You are responsible for the integrity of, and all acts and omissions of, all Authorized Individuals and we shall not bear responsibility for any losses, damages, expenses (including legal fees and management time), costs, charges, penalties, fines and other liabilities (“Loss”) or harm which you or any other person may suffer or incur as a result of any act or omission of any Authorized Individual.

### 2.2 Onboarding and Identity Verification

In order to use our Services, you will need to register for a Payment Account by providing us with any and all information that we may request as part of our internal policies and procedures for various purposes, including verifying your identity and the detection of money laundering, terrorist financing, fraud, or any other crimes (including tax crimes). The information we request when creating your Payment Account, if you are a natural person being registered to use our Services, may include personal information such as your name, address, telephone number, electronic mail address, date of birth, taxpayer identification number, government identification number, and information relating to your bank account. If you are representing a corporation being registered to use our Services, the information we request when creating your Payment Account may include full name, business address, certificate of incumbency, certificate of good standing, share register, memorandum and articles of association, certificate of incorporation and board resolution authorising the opening of the Payment Account and the person to open such Payment Account. We may also request for all information relating to the identification of any and all direct, indirect and ultimate beneficial owners (“UBO”) of the corporation. For the purpose of these Ts&Cs, UBO shall be (a) the natural person who ultimately owns or controls a legal entity or the natural person on whose behalf a transaction is conducted or business relations are established; (b) an individual who owns or controls, directly or indirectly 25% or more shareholding of the company; (c) is directly or indirectly, entitled to exercise or control the exercise of 25% or more of the voting rights at general meetings of the corporation; (d) exercises ultimate control over the management of the corporation; (e) where the corporation is acting on behalf of another person, means the other person on whose behalf it is acting.

This agreement will automatically terminate if you fail to register with us for whatever reason or if your application is rejected or abandoned for whatever reason.

### 2.3 Ongoing duty to supply information

You agree that, upon request, you will promptly supply us with additional information and documentation which we may ask you for at any time so as to enable us to comply with applicable laws, including in relation to any suspicious activity related to the Transactions or your Payment Account. That information may include, but not limited to, proof of your identity and legal form, your main income and other income and wealth sources and the reasons why you want us to carry out our Services. We may also need from you at any time copies of financial information and other information about you such as financial statements, bank accounts statements, invoices, agreements, and/or business activity.

### 2.4 Accuracy of the information

You agree and represent that all information you or any Authorized Individual provide us at any time (including in our onboarding stage or afterwards, in any requests, or in any contact information), is true, current, complete and accurate at the time it is provided to us, and that you will keep such information updated at all times and inform us of any changes. If, at any time, you ask us to communicate with any other person about any Services provided to you or on your behalf, we will not be liable to you for any disclosure of any information we make to that person and we are entitled to rely on and to treat any information disclosed to us by that person as complete and accurate in all respects.

## 2.5 Obligation to notify changes

You will notify us in writing as soon as you or any Authorized Individual become aware of any change or error in any details you have provided to us, including but not limited to changes in your business, corporate structure or any material changes. You shall not, and shall make sure that your Authorized Individual shall not, omit to tell us anything or withhold any information from us which may affect our decision whether or not to provide you with Services or continue to do so. We are not responsible for any Loss due to an inaccuracy in any information you provide to us or for any changes you wish to make which are not properly notified to us in writing.

## 2.6 Checks on you:

You acknowledge that we may keep records of and use such information for these or other necessary legal or business purposes even after you have terminated your Payment Account or ceased accessing or using the Site or Services. You hereby authorize us to make inquiries as necessary, whether directly or through a third party, to verify your identity or protect you against any financial crime or fraud, and to take any action that we deem necessary based on the results of such inquiries. You acknowledge that such information may need to be disclosed to third parties (e.g., credit reference, banks, screening service providers and fraud prevention or financial crime agencies) in order to conduct such inquiries.

## 2.7 Discretion to open your Payment Account

You acknowledge and agree that you may only open one Payment Account unless we permit otherwise and that we may, at any time in our sole discretion, refuse to open a Payment Account for you or limit the number of Payment Accounts that you may hold.

# 3. YOUR PAYMENT ACCOUNT

## 3.1 Payment Account uses

Your Payment Account is an account which enables you to send and receive electronic payments and perform other operations that are directly related to money transfers.

## 3.2 Safeguarding

3.2.1. We use safeguarding to protect your money. As required by the Payment Services Act 2019, LANDMARK keeps your money in established financial institutions. Your money is deposited into a dedicated and segregated account held by us with a Singapore bank as our safeguarding institution. All monies in this dedicated customer segregated account are held on trust by us for you. Such monies in the dedicated customer segregated account are always kept separately from the accounts we use to run LANDMARK, and we will not use the money held in such accounts to repay any debts that we may owe to any other party.

3.2.2. LANDMARK shall be entitled to retain any interest earned on such segregated money held or invested by LANDMARK.

### 3.3 No interest

Funds held on your Payment Account is not a deposit, and we do not, in any circumstances, pay any interest for Funds held on the Payment Account.

### 3.4 Currency

Your Payment Account a multiple currencies account.

### 3.5 Withdrawal of funds

You have the right to withdraw funds from your Payment Account at any time. However, you may be required to confirm your identity beforehand. There is no minimum withdrawal amount but the funds on your Payment Account must be sufficient to cover any applicable withdrawal fee. Withdrawals will be made via bank transfers.

## 4. PROVISION OF SERVICES

### 4.1 Undertaking Transactions

You may undertake Transactions after your Payment Account has been created and all relevant verification processes have been completed.

### 4.2 Requesting a Transaction

You may request a Transaction communicating us online and/or by telephones (“**Request**“) and sending the supporting documentation and information as LANDMARK may require. You are responsible for ensuring that only Authorized Individuals access the Services to issue a Request, or otherwise instruct us to carry out transactions on your behalf. If we receive instructions or a Request using your or an Authorized Individual’s log-in details or account information, we will treat the instructions or Request as having been authorised by you.

### 4.3 Acceptance of a Request

After we receive your Request, our acceptance will be communicated to you (i) through the Site; or (ii) via email (“**Transaction Confirmation**“). The Transaction Confirmation will confirm the service which we have agreed to perform and any specific requirements.

### 4.4 Timing of Transactions

We will use all reasonable efforts to facilitate the completion of your Transactions at the earliest possible opportunity following the receipt of each Request. However, you acknowledge and accept that this not always be done immediately, as it may take some

time for a Transaction to be processed. LANDMARK specifically makes no warranties, representations or guarantees regarding the time required to complete processing any request provided by you, particularly where the same is dependent on various factors beyond LANDMARK's control. This includes, for example, payment requests made using a bank accounts transfers.

#### 4.5 Normal business hours

You acknowledge that LANDMARK's normal business hours are Monday to Friday from 9:00 am to 06:00 pm SG time, excluding public and bank holidays in Singapore ("**Business Day**").

#### 4.6 Fees

4.6.1. You agree to pay LANDMARK any and all prevailing fees charged by LANDMARK from time to time in connection with the provision or use of the Services.

4.6.2. The fees may include but are not limited to:

1. a transaction fee for every Transaction requested;
2. a foreign exchange fee and commission for every Transaction made in a different currency from the currency of the funds deposited into the Payment account whenever the exchange rate is based on the prevailing spot exchange rate, you will be informed of such before any conversion is performed. Upon making the Transaction request, you shall be deemed to have accepted the exchange rate as determined by LANDMARK in its absolute discretion.

4.6.3. From time to time, we may change our fees (including adding new fees), which may be stated on our Site and which shall be binding on you if you continue to maintain or use the Services after the effective date for imposing the revised fees.

4.6.4. You must pay all sums due to us in the currency agreed, otherwise a foreign exchange fee may apply. We do not accept cash or cheques.

4.6.5. Notwithstanding the above written in section 4.6.2, the applicable fees may be defined in an individual fee schedule agreed upon between LANDMARK and you ("Fee Schedule"). In case of any conflict between the Fee Schedule and the fees described in our Site or in section 4.6.2 above, the Fee Schedule shall prevail.

#### 4.7 Off-Set

4.7.1. We may use any sum which we receive for you and you are its beneficiary and/or any sum received from you, at any time, to settle any liability which we may incur relating to your activity. We may also have the right to, at any time, without prior notice, deduct and/or offset any and all sums owed by you to us pursuant this Agreement from any existing balance in your Payment Account.

4.7.2. When we are unable to deduct any fees or other monies payable to us from the balance of your Payment Account, we shall issue an invoice for the amount owed. Invoices are payable within 15 days of the date of the invoice.

#### 4.8 Interest

We may charge an interest on any sum due to us or in respect to sums which you are liable to pay but have not done so, and which are not received by us in full and cleared funds by the due date, at the interest rate of 4.5% per annum above the base rate, as set from time to time by DBS Bank Singapore, and this interest will accrue daily from the due date until we are in receipt of the overdue amount in full in cleared funds.

#### 4.9 Deductions

Where we are required by the law of any country, territory or state (for example, for tax reasons) to make any deduction from any amount that we receive from you for any activity made on the account in accordance with any Agreement, we must make such a deduction. The amount that we deduct will be no more than the amount of our legal liability towards the Authorities and LANDMARK shall not bear any liability towards you following such deductions.

#### 4.10 Consent to Carry Out a Transaction

4.10.1. We will only accept an instruction to perform a Transaction which is given to us in writing (including online). Your instruction to perform a Transaction, including all the details we require (including related to any Nominated Account) will be treated by us as your consent and authorisation to us to perform the Transaction.

4.10.2. Further information and explanation about steps you need to take to authorise us to perform a Transaction for you will be given to you when you ask us to perform a transaction to you.

#### 4.11 Incorrect Transaction

4.11.1. You acknowledge that you cannot cancel or reverse a Transaction or order that has been successfully submitted and that has started to be processed, as its processing may depend on third parties over which we do not have control. Accordingly, you agree to carefully check all orders before placing them.

4.11.2. Where you have provided us with incorrect details in relation to a Transaction, we will use reasonable endeavors to assist in the recovery of the payment. However, if we are unable to recover the funds in question and you provide us with written request, we will provide you with all available relevant information in order for you to file a legal claim for repayment of the funds, you agree in both cases to pay us our reasonable costs in doing this.



4.11.3. Where you are the recipient of an incorrect payment, we will co-operate with the payer's bank or other payment service provider in its efforts to recover the funds in question in particular by providing all relevant information to the payer's bank or other payment service provider. In these circumstances, you consent to us sharing the necessary information in a way that is consistent with data protection legislation and our obligations to you.

#### 4.12 Withdrawal of consent to carry out a Transaction

4.12.1. Where you have authorised us to perform a Transaction, we will go ahead with that Transaction unless we receive clear instructions by notice in writing to no longer proceed with that Transaction, subject to clause 4.11.1, and we send you a confirmation in writing that we will not go ahead with the Transaction (a "Cancellation").

4.12.2. For the avoidance of doubt, if the instructions in your notice are unclear, we will not treat your consent to the Transaction as being withdrawn and we will proceed with the Transaction.

4.12.3. Where in accordance with Clause 4.12.1, you instruct us in writing that you no longer wish us to carry out a Transaction and we send you a Cancellation and you do not give us instructions in writing to carry out an alternative Transaction, we reserve the right to treat the relevant Request as terminated by you.

#### 4.13 Failure to perform, unauthorized or incorrect performance of a Transaction

4.13.1. We may be liable to you under applicable law where we fail to perform or incorrectly or with authorization, perform a Transaction for you.

4.13.2. Where you believe we may have failed to perform or performed such an incorrect or unauthorized Transaction, you should let us know as soon as possible. We will then assess the claim, investigate the matter and let you know the outcome of our investigation in a timely and transparent manner.

4.13.3. After we have completed our investigation and assessed that you are not liable for any loss arising from the failure to perform, incorrect or unauthorized Transaction, we may refund to you the amount subject of such Transaction.

4.13.4. You will not be entitled to any such refund if:

(a) you do not inform us by notice in writing without undue delay after the date on which the failure, unauthorized or incorrect Transaction occurred; or

(b) where we are able to show that the authorised amount was received at the appropriate time by the person to whom you instructed us to send the funds; or

(c) if the failure to perform or incorrect or unauthorized performance was due to you or any Authorized Individual providing us with incomplete or incorrect information or was otherwise due to your fault or the fault of any Authorized Individual.

4.13.5. We will have no liability to you for failure to perform or incorrect performance of a Transaction where the reason for this was our refusal to proceed with that Transaction or any part of it.

#### 4.14 Reversal Transactions

You are aware that the receipt of a payment into your Payment Account does not amount to the receipt of cleared funds. You remain liable to us for the full amount of the payment and any fees deducted therefrom if the payment is later reversed for any reason (“**Reversal Amount**”). In the event of a payment reversal, LANDMARK will first debit your Payment Account with the Reversal Amount and any applicable third party chargeback or reversal fee. If LANDMARK is unable to fully recover the Reversal Amount or the applicable chargeback and fee from your Payment Account, you are required to upload sufficient funds into your Payment Account.

#### 4.15 Disputed Transactions

4.15.1. You acknowledge and agree that any dispute between you and the sender and receiver of the funds. LANDMARK shall not be a party to any resulting dispute. You shall fully indemnify us for against any loss or liability (including full reimbursement of any legal and professional fees) that we may suffer or incur as a result of, or in connection with, any claim made or threatened by a third party relating to your Transaction.

4.15.2. In the event that we receive a request from a bank, regulatory body, law enforcement agency and/or any other third party (each a “Recall Requestor”) demanding a recall of a wire transfer, swift, payment, SEPA, FAST, MEPS, PAYNOW or any other monies previously sent from, and/or settled into your Payment Account (“Recall Dispute”), we may, in our discretion, immediately:

(a) suspend your Payment Account and any activity in it; and/or

(b) transfer monies equivalent to the amount of the Recall Dispute from the Payment Account to a designated recall account of LANDMARK (“**Recall Account**”), with or without a notice to you;

4.15.3. Following receipt of a notice from us with respect to such a Recall Dispute, you shall immediately contact the Recall Requestor and settle the Recall Dispute within 7 Business Days of us sending you such a notice or sooner if so is required by regulatory requirements (the “Settlement Period”);

4.15.4. We may credit the Recall Requestor with an amount equivalent to the Recall Dispute amount from your Payment Account or otherwise (unless you have provided to us, during the Settlement Period, a sufficient proof, in our sole discretion, showing that no net funds were transferred in respect of the Recall Dispute) ;and

4.15.5. We shall be entitled to deduct from your Payment Account non-refundable administrative costs, in an amount equal to the amount described in the Fee Schedule, of the Recall Dispute amount and if there are insufficient funds in your Payment Account for this, you shall pay us these administrative costs or any other amount you are obliged to indemnify us for, within 3 Business Days of our first demand.

4.15.6. You further acknowledge and agree that where there is a dispute between us and you regarding a Transaction, we may at our sole discretion temporarily credit your Payment Account whilst we settle the dispute. You acknowledge that you may be liable to us for any funds that may have been temporarily credited to your Payment Account in relation to a disputed Transaction.

#### 4.16 Too many Recall Disputes

Notwithstanding any other provision set forth in this Agreement, if, in our sole discretion, we believe there are too many Recall Disputes in a certain period, we may suspend your Payment Account for as long as we deem necessary and without liability whatsoever. In such case, you will be charged any applicable fees or charges related to the suspension of your Payment Account.

#### 4.17 Suspension or refusal of Transaction

4.17.1. You acknowledge that LANDMARK reserves the right to suspend the processing of, or refuse to process, any Transaction at any time and for any reason, including if required to do so by any applicable law, rule, regulation, competent court order, or direction from any state or governmental authority, or in the event that any Transaction violates (or is likely to violate) any provision of these Ts&Cs or puts LANDMARK's operation or reputation at risk, or if a Transaction is pending our review of any suspicious activity. You agree to comply with any compliance requests we bring to your attention and accept that that we reserve the right to terminate your Payment Account should you fail to comply with such requests. In addition, LANDMARK may take any further action as available to it under any applicable laws or regulations with respect to such Transaction.

##### 4.17.2. When we refuse or suspend a Transaction:

- Unless it is unlawful to do so, we will tell you;
- If possible, we will let you know our reasons for our refusal or suspension;
- If the refusal or suspension is due to any factual errors, we will tell you what these are and how to correct them.

4.17.3. Upon any suspension, restriction, or refusal of a Transaction, LANDMARK is under no obligation to allow you to reinstate such Transaction. Should you decide to initiate a fresh Transaction as a result of such suspension, restriction, or refusal, LANDMARK reserves the right to suspend, restrict, or refuse the same in accordance with these Ts&Cs. If the Transaction is permitted, LANDMARK is not obliged to provide you with the same price or same terms as any suspended, restriction, or refused Transaction.

#### 4.18 Termination of Transactions

Payments initiated in relation to a Transaction may be declined for various reasons, including reasons that are beyond our control or not reasonably foreseeable. You acknowledge and agree that we may terminate any Transaction where payment was declined for any reason. We will notify you as far as reasonably possible in the event of our termination of any Transaction.

#### 4.19 Refund

4.19.1. You acknowledge that your Transaction may not be capable of fulfilment in certain cases (for whatever reason), and agree that a refund of the amount paid or transferred is acceptable and sufficient where a Transaction is not capable of fulfilment.

4.19.2. If you wish to terminate your Payment Account, and there is any unused value in your Payment Account, you shall be entitled to a refund, subject to the following conditions.

- (i) a refund request is duly completed and submitted to us; and
- (ii) any fees applicable in relation to the transferring of funds to you (“**Refund Fee**“) shall be deducted from the remaining stored value on the Payment We will only be obliged to process a refund if the remaining stored value exceeds the Refund Fee. If there is insufficient stored value to cover the Refund Fee, we will notify you in writing of the unsuccessful refund.

4.19.3. The remaining stored value in your Payment Account will be refunded by a transfer of funds to the account linked to your registered source of funds within 30 days from the date we receive your refund request. All refunds will be made by way of bank transfer and will not be by way of cash refund.

### 5. YOUR RESPONSIBILITIES AND ACKNOWLEDGMENTS:

#### 5.1 Payment intermediary

You acknowledge that LANDMARK is not a bank. The Service is regarded as a use of your Payment Account under Singapore law. The funds in your Payment Account is not a deposit, and your account is not a bank account. Funds held by LANDMARK in your Payment Account are not insured deposits for the purposes of the Deposit Insurance and Policy Owners' Protection Schemes Act (Cap. 77B of Singapore).

#### 5.2 Prohibited Use

You agree that you will not use your Payment Account or the Services to perform or attempt to perform, or receive payments connected with any criminal or unlawful activity of any sort including, without limitation, money laundering; illegal gambling operations; tobacco products; drugs; obscene content or services; terrorist financing; fraud; abusive activity; harassing any person; providing unfair, predatory, or deceptive services; intellectual property infringement; or malicious hacking or any other goods or services of

which the offering or provision is illegal under applicable law, or any other prohibited type of goods or services as may be changed from time to time (each, a “**Prohibited Use**”). You further acknowledge and agree that you will disclose to us each any of the locations from which you access the Site location accurately and truthfully at our request and that you will not conceal or attempt to conceal from us any such location.

### 5.3 Jurisdiction Limitations

5.3.1. You acknowledge that depending on your country of residence, you may not be eligible to use the Site or all the Services, and agree that you will be responsible for ensuring that you comply with all rules and laws applicable in your country of residence or the country from which you are accessing this Site and Services.

5.3.2. You further acknowledge that we reserve the right not to accept or allow payments, either directly or indirectly, from jurisdictions which we have determined, at our sole discretion, may pose higher risk to our business or involve a higher level of complexity. We further reserve the right to request additional information from you, including information on payee, where payments are to be made to certain jurisdictions.

### 5.4 Personal Use

You agree that you will not (i) use any Payment Account other than your own; (ii) access the Payment Account of any other user at any time; or (iii) assist other users in obtaining unauthorized access to your Payment Account or the Services; (iv) request a Transaction or provide us instructions on behalf of any third party, or attempt to do any of the foregoing. We have no responsibility to and will not perform Services for any third party except you.

### 5.5 Privacy Policy

5.5.1. The terms of our Privacy Policy are deemed incorporated in these Ts&Cs and may be found at [www.landmark-comm.sg](http://www.landmark-comm.sg).

5.5.2. By providing your personal information to us, or using our website, or signing up for our Services you are consenting to us collecting and using your personal information as described in our Privacy Policy.

### 5.6 Data

5.6.1. To the extent any documentation (which may include personal data) requested by us is in our possession, you agree that such information or documentation may be used by us to enable or facilitate our compliance with regulatory requirements and/or our legitimate internal compliance processes. You further agree that all data in our possession that describes your transaction history under or with any other service provider, may be shared and used by us to enable or facilitate our compliance with regulatory requirements and/or our legitimate internal compliance processes.

5.6.2. Upon termination of your account, we will endeavor to erase and discard your personal data subject to limitations and requirements under applicable laws, rules, regulations, or government orders on our retention of such information. Such limitations and requirements may mean that we retain part or all of your personal data for as long we have a business, legal, or tax reason to do so, even after the termination of your Payment Account.

## 5.7 License

LANDMARK grants you a limited, non-transferable, non-exclusive license to access and use: (i) the Site; (ii) the Services. You undertake to refrain from directly or indirectly exploiting any of the Site Content or any part thereof including, without limitation, by copying, modifying, creating derivative works, reverse engineering, disassembling, distributing, selling, or licensing any of the same without our prior written consent.

## 5.8 Payment methods

You acknowledge and agree that LANDMARK cannot and does not guarantee that all payment methods will be available to you. The availability of each payment method depends on a number of factors including, without limitation, your location, the identification information that you have provided us with, and limitations imposed by third party payment processors.

## 5.9 No Guarantee of Uninterrupted Services

We cannot and do not guarantee the availability of the Site and Services at all times. In particular, we may need to interrupt, suspend, or delay some or all of the Services for purposes including emergencies, technical errors, or standard Site maintenance activities. The availability of the Site or any Service may also be affected if we perceive there to be any risk of misconduct, fraud, or illegal activity. You accept that we reserve the right to delay or deny any Transaction, access to the Site (or parts thereof), or provision of the Services at any time and in our sole discretion for reasons we consider fit, including the foregoing reasons.

## 5.10 Privacy of User Information

If you gain access to or obtain the user information of any other user of the Site or Services, you are obliged to keep such user information in strict confidence and use it only in connection with the Services (unless that user allows you to use such information for any other purpose). You may not disclose such user information without the prior written consent of the said user.

## 5.11 User Information Security

You are responsible for keeping the information related to your Payment Account strictly confidential at all times. Such information includes your Payment Account login information, password, information pertaining to the methods you use to top up the

balance in your Payment Account, and information regarding all activity and Transactions that are published on your Payment Account. Any compromise of your login information may expose your Payment Account to unauthorized access by third parties, which may in turn result in the loss or theft of funds from your Payment Account or any other account or information linked to it (e.g., your linked bank accounts information). To receive security alerts from us, you must promptly update us of all changes in your contact information. We will not be held responsible for any damage or loss you may sustain as a result of your Payment Account login credentials being compromised unless you show that such compromise had been directly due to our gross negligence or wilful failure. Any suspected compromise of your login information should be immediately reported to [sg\\_gc@kvbgc.com](mailto:sg_gc@kvbgc.com).

## 5.12 Site Content Accuracy

5.12.1. You acknowledge that the Site and any content thereon may contain errors from time to time and may not be accurate or current at all times. You acknowledge that LANDMARK takes all reasonable measures to provide you with accurate information, including by updating the information it makes available on the Site from time to time or at a reasonable frequency. LANDMARK may, but is not obliged to, notify you of any updates or changes to its policies, products, and Services. You are responsible for checking the Site to keep yourself updated of changes.

5.12.2. You should verify all information obtained through or from the Site before relying on it. All decisions you make based on information contained on the Site are your sole responsibility, and LANDMARK has no direct or indirect responsibility in relation thereto.

## 5.13 Security and Viruses

5.13.1. Any use of the Internet is vulnerable to threats including virus attacks and communication failures. LANDMARK is not liable in any way for (i) any damage or interruptions caused by any (a) computer viruses, spyware, Trojan horses, worms, or other malware that may affect your systems, computer, or other equipment or (b) phishing, spoofing, or other virus attacks, or (ii) for any loss or damage you may sustain in connection with any of the foregoing. LANDMARK recommends that all users use a comprehensive virus screening and prevention software at all times. It is advisable that you log into your Payment Account through the Site only.

5.13.2. You will not expose the Site to any viruses, spyware, Trojan horses, worms, or other malware or inappropriate material. In the event that any such viruses are deemed to have been transmitted to the Site from your Payment Account, LANDMARK reserves the right to terminate your account and you shall be liable for the costs to LANDMARK of removing such viruses, and LANDMARK shall have the right to offset the cost against any balance held to the credit of your Payment Account.

## 5.14 External Websites

You acknowledge and agree that LANDMARK makes no representations whatsoever about any other websites or services which you may access through this Site. The Site



may present links or other forms of reference to other websites (the “**External Websites**”) or resources over which we have no control. You acknowledge that LANDMARK does not endorse or make any representations in relation to any of the External Website services or offerings made to you or any content provided therein. We are not responsible for the availability of, and content provided on External Websites. You will be subject to, and are responsible for reviewing, the applicable terms and conditions and policies posted by the External Websites regarding privacy and other topics. We are not responsible for third party content accessible through the Site, including opinions, advice, statements, prices, activities, and advertisements, and you agree to bear all risks associated with the use of such content. You further agree to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature.

## 6. General

### 6.1 Suspension, Restriction or Termination of your Payment Account by LANDMARK

6.1.1. Notwithstanding the foregoing, you acknowledge and agree that LANDMARK may, at any time and at its sole discretion, suspend, restrict, or terminate your Payment Account or access to or use of the Site and Services. We will use reasonable endeavors to inform you of any such suspension, restriction or termination in advance, or, if this is not practicable, immediately afterwards and give reasons for such suspension, restriction or termination, unless informing you would compromise security measures or is otherwise prohibited by applicable laws. Such suspension, restriction, or termination of your Payment Account may occur, for example, as a result of:

- (i) your violation of these Ts&Cs, including, without limitation, your failure to make due payment for any Transaction;
- (ii) your failure to comply with our compliance verification process and/or to provide requested documents within the period determined by us or legally stipulated;
- (iii) your attempt(s) to gain unauthorized access to the Site or another Payment Account, or provision of assistance to any other person(s) attempting to do so;
- (iv) our reasonable suspicion that your Payment Account or any Transaction is related to any criminal activity or Prohibited Use, or is not compliant with any applicable laws or regulations. LANDMARK may report any unlawful activity or suspected unlawful activity by you or another person to the police or other appropriate authorities and cooperate with them in any investigation;
- (v) a court order, law enforcement, or other government regulatory order from any applicable jurisdiction, or if your Payment Account is subject to litigation or investigation;
- (vi) your abuse of the Site or Services provided by LANDMARK;
- (vii) any of LANDMARK’s third party providers refusing to provide you with the Services for reasons of their own;
- (viii) any adverse media notifications about you, your brand, your UBO’s or directors;



- (ix) potential legal liabilities that LANDMARK believes you may be involved in, that will impede access to and use of the Site or Services; or
- (x) any force majeure events, including any operational or technical errors.
- (xi) An audit;
- (xii) We believe that it is necessary or desirable to protect the security of your Payment Account or other Service; and
- (xiii) A change in your circumstances (including when we determine, in our sole discretion, that there is a deterioration in or change to your financial position), which we believe in our sole discretion would affect us continuing to provide any Services to you;

6.1.2. In the event your Payment Account is suspended, restricted or terminated by LANDMARK, we may provide you with notice of suspension, restriction or termination. You acknowledge that LANDMARK is not obligated to disclose any findings and information acquired by it during its security and risk management procedures.

6.1.3. Where we have suspended or restricted your Payment Account, we shall use reasonable endeavors to cancel that suspension (and where necessary, provide new security details, such as password), as soon as reasonably practicable after we have determined, at our sole discretion, that the reasons for the suspension or restriction have ceased to exist.

## 6.2 Termination of your Payment Account by you

You may terminate your Payment Account at any time by submitting a termination request to [sg\\_gc@kvbgc.com](mailto:sg_gc@kvbgc.com). You agree that you are responsible for fulfilling and will fulfil all outstanding payment obligations to LANDMARK that exist as of the effective date of termination. You further agree that LANDMARK reserves the right to suspend any pending Transactions at the time of termination.

## 6.3 Modifications, Amendments, or Termination of the Site or Services

Notwithstanding anything to the contrary in these Ts&Cs, you acknowledge and agree that LANDMARK may, without notice and with immediate effect, suspend or terminate the operation of the Site or the provision of any part of the Services offered therein in the event that such operation or provision becomes illegal, is subject to demand by any competent authority, or is under any risk or exposure to any claims that are adverse or detrimental to the Site or Services. You further acknowledge and agree that LANDMARK reserves the right to, suspend, or terminate the provision of any Service or content in whole or in part at any time without notice.

## 6.4 Limitations of Liability

6.4.1. The services are provided on an “as is” and “as available” basis without any representation or warranty, whether express, implied or statutory. LANDMARK specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose

or non-infringement. LANDMARK does not make any representations or warranties that your access to the site, the services, or any part or materials made available therein, will be error free, continuous, uninterrupted, or accurate.

6.4.2. In no event will LANDMARK or its service providers, or any of their respective officers, directors, agents, joint venture partners, employees, or representatives, be liable to you or anyone on your behalf for any direct or indirect loss or damages including, without limitation, loss of revenue or data, whether based in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with authorized or unauthorized use of the site or services or these Ts&Cs.

6.4.3. We will only be liable to you for loss or damage that is reasonably foreseeable or caused directly by our gross negligence, fraudulent act, or wilful neglect, resulting in a breach of these Ts&Cs. Our liability in these circumstances will be limited to an amount that is no greater than the lower of the (a) amount of the disputed transaction and (b) total value of the balance funds in your account as of the date of the occurrence of the event that directly caused the loss claimed.

## 6.5 Indemnification

You agree to indemnify and hold LANDMARK, its affiliates, employees, directors, representatives, and service providers, and each of its or their respective officers, directors, agents, joint ventures, employees, and representatives harmless from any Loss, claim or demand arising out of or related to:

- your breach of these Ts&Cs;
- your fraud, fraudulent, illegal or improper activity at any time
- your use of the Site or Services; or
- your violation of any applicable law, rule, regulation, or rights of any third party;
- a Recall Dispute;
- your failure to pay any Fees;
- your act or omission;
- the termination of this Agreement under clause 6.1.

## 6.6 Tax

You agree that you are responsible for identifying and determining the taxes applicable to you and your Transactions on the Site and that LANDMARK has no obligation whatsoever to do the foregoing for you. We do not, and will in no event be deemed to, provide any tax advice or tax consultation services. You acknowledge that it is your responsibility to report and remit all taxes payable to the appropriate tax authorities.

## 6.7 Modifications to these T&C

6.7.1. You acknowledge and agree that LANDMARK may amend or update these Ts&Cs at any time at its sole discretion. Such modification, amendment or update will be published on the Site or communicated to you and will be deemed to be accepted by you upon the earlier of your next access to the Site or receipt of such communication.

6.7.2. You agree that LANDMARK is not liable to you or any third party for any such modification, amendment, or update, except to the extent otherwise expressly set forth herein. If you do not agree to any such modification, amendment, or update, please immediately discontinue use and access to the Site and all Services.

## 6.8 Communications

6.8.1. We are required to provide certain information to you in writing. By accepting this T&C, you agree that we can communicate with you electronically either by email or by posting notices on LANDMARK's Site.

6.8.2. It is your responsibility to ensure that you regularly review the Site, your email address and open and review communications that we deliver to you through those means. You are obliged to review your notices and Transactions history and promptly report any questions, apparent errors or unauthorized Transactions. Failure to contact us in a timely manner may result in loss of funds or important rights.

## 6.9 Assignment

You may not assign any rights or licenses granted under these Ts&Cs. The right to use your Payment Account is exclusively for your personal use. We reserve the right to assign our rights without restriction, including, without limitation, to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, these Ts&Cs will bind and inure to the benefit of the parties, their successors, and permitted assigns.

## 6.10 Severability

If any provision of these Ts&Cs is determined to be invalid or unenforceable under any rule, law or regulation, or any governmental agency or supervisory authority, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of these Ts&Cs will not be affected.

## 6.11 Change of Control

In the event LANDMARK is acquired by or merged with a third party entity or other change of control, LANDMARK reserves the right, in any of these circumstances, to transfer or assign the information it has collected from you as part of such merger, acquisition, sale, or other change of control.

## 6.12 Survival

All provisions of these Ts&Cs by their nature extend beyond the expiration or termination of these Ts&Cs including, without limitation, sections pertaining to suspension or termination, debts owed to LANDMARK, general use of the Site, disputes with LANDMARK, and general provisions.

## 6.13 Governing Law and Disputes

These Ts&Cs are governed by and is to be construed in accordance with the laws of the Republic of Singapore. You agree to submit all disputes arising out of or in connection with these Ts&Cs to the exclusive jurisdiction of the Singapore courts.

## 6.14 Force Majeure

LANDMARK is not and will not be held liable for delays, interruptions, or failures in the performance of the Services that result directly or indirectly from any cause or condition beyond its reasonable control including, but not limited to, any act of God, act of civil or military authorities, war, act of terrorists, civil disturbance, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, including cyber-attacks or breaches in cyber security, failure of equipment or software, other catastrophe, or any other occurrence which is beyond LANDMARK's reasonable control, as well as for any loss or damage sustained in connection with any such cause or condition.

## 6.15 Translations

Notwithstanding any other provision under these Ts&Cs, any translation of these Ts&Cs, if provided, is provided for your convenience only. These Ts&Cs are drafted based on definitions and interpretations in the English language. Please note that any translation provided may not accurately represent the information in the original English language, and that the original English version will prevail in the event of any dispute about such differences in translation.

## 6.16 Customer Feedback

If you have any questions, feedback, or complaints, you may contact LANDMARK via our customer support at [sg\\_gc@kvbgc.com](mailto:sg_gc@kvbgc.com). Please provide identifying information such as your name, address, and any other information, your Payment Account, and the Transaction that you would like to provide questions, feedback, or complaints on.

**SIGNED** by )  
as authorised representative for )  
**LANDMARK COMMERCE PTE. LTD.** )  
in the presence of: )  
)  
)  
..... )  
Signature of witness )  
)  
)  
..... )  
Name of witness (block letters) )

**SIGNED** by )  
as authorised representative for the )  
Customer/ Customer in the presence of: )  
)  
)  
..... )  
Signature of witness ) Signature of Customer  
)  
)  
..... )  
Name of witness (block letters) )

**SIGNED** by )  
in the presence of: )  
)  
)  
..... )  
Signature of witness ) Signature of Customer  
) (for joint account)  
)  
..... )  
Name of witness (block letters) )

**Complete all details below –**

**Company Information**

Company Name

Company Number

Registered Business Address

Principal Place of Business:

Street No

Street Name

Suburb

Town/City

Country

Postcode

Mailing Address (if different):

Business Description

Account Purpose

Expected level of transactions

Number of deals (Estimate)   per month  per quarter  per year

Average transaction value (Estimate)  in Currency

Telephone  Mobile

Email Address  Fax

***This Agreement must be signed by two Directors unless the Company only has one Director or the Company constitution allows a single Director signatory, in which case the Director must sign before a witness.***

***Only provide details for those Directors authorized to place orders on behalf of a Company or Entity Applicant.***

**Director Details (Complete for EVERY director)**

---

Director 1

Surname  First names

Date of Birth  Citizenship

Residential Address:

Street No  Street Name

Suburb  Town/City

Country  Postcode

Phone Work  Mobile

Email Address

---



Director 2

Surname  First names

Date of Birth  Citizenship

Residential Address:

Street No  Street Name

Suburb  Town/City

Country  Postcode

Phone Work  Mobile

Email Address

---

Director 3

Surname  First names

Date of Birth  Citizenship

Residential Address:

Street No  Street Name

Suburb  Town/City

Country  Postcode

Phone Work  Mobile

Email Address

**Shareholder Details (Complete for EVERY shareholder who owns 10% or more of the company)**

---

Shareholder 1: the same as director 1  Yes  No (If ticked "yes", you don't need to provide the information below again.)

Surname  First names

Date of Birth  Citizenship

Residential Address:

Street No  Street Name

Suburb  Town/City

Country  Postcode

---

Shareholder 2: the same as director 2  Yes  No (If ticked "yes", you don't need to provide the information below again.)

Surname  First names

Date of Birth  Citizenship

Residential Address:

Street No  Street Name

Suburb  Town/City

Country  Postcode

---

Shareholder 3: the same as director 3  Yes  No (If ticked "yes", you don't need to provide the information below again.)

Surname  First names

Date of Birth  Citizenship

Residential Address:

Street No  Street Name

Suburb  Town/City

Country  Postcode

***Authorized Person Details (Complete for any additional person(s) whom you would like to be Authorised Person(s) for the purposes of the Agreement. Note that all Authorised persons must be 18 years or older.)***

---

Authorized Person 1

Surname  First names

Date of Birth  Citizenship

Relationship to Applicant

Residential Address:

Street No  Street Name

Suburb  Town/City

Country  Postcode

Phone Work  Mobile

Email Address

---

Authorized Person 2

Surname  First names

Date of Birth  Citizenship

Relationship to Applicant

Residential Address:

Street No  Street Name

Suburb  Town/City

Country  Postcode

Phone Work  Mobile

Email Address

---

Authorized Person 3

Surname  First names

Date of Birth  Citizenship

Relationship to Applicant

Residential Address:

Street No  Street Name

Suburb  Town/City

Country

Postcode

Phone Work

Mobile

Email Address

**Instructions for Signing (Mandatory)**

- Every person authorized to place orders on the behalf of the company must sign below and indicate the capacity in which they are signing.
- Where the Company constitution allows a single Director signatory, the Director's signature must be witnessed.

**Directors' Signature**

Name

Signature

Date

Name

Signature

Date

**Authorized Person's Signature**

Name

Signature

Date

Name

Signature

Date

Name

---

Signature

Date

Name

---

Signature

Date



**Witness (where only one Director signs on behalf of a Company)**

Name of Witness  Signature

Occupation

Residential Address:

Street No  Street Name

Suburb  Town/City

Country  Postcode

**Director's Declaration**

I, \_\_\_\_\_, (INSERT NAME & POSITION), acknowledge that the details provided in this application form are true and correct as at the date of this application. I undertake to inform LANDMARK COMMERCE PTE. LTD. of any changes to those details within 5 business days of the change. I agree that all supporting materials are true and correct, and that the stated purpose for this account is true and correct.

I confirm that I have read, understand, and accept the terms of the Terms and Conditions which I have the authority and legal capacity to execute.

Full name	Signature	Capacity	Date

**Complete all details below -**

**Individual Customer Information**

Surname  First name   
Date of Birth  Occupation

Residential Address: Street No  Street Name   
Suburb  Town/City   
Country  Postcode

Mailing Address: Street No  Street Name   
(if different): Suburb  Town/City   
Country  Postcode

Phone Home  Phone Work   
Mobile  Fax

Email Address

Source of Funds

Account Purpose

**Joint Customer Information**

Surname  First name   
Date of Birth  Occupation

Residential Address: Street No  Street Name   
Suburb  Town/City

Country

Postcode

Mailing Address:

Street No.

Street Name

(if different):

Suburb

Town/City

Country

Postcode

Phone Home

Phone

Mobile

Fax

Email Address

Source of Funds

Account Purpose

For Joint Account, please tick the box for signing instruction

Both to Sign

Either party to sign

Customer Signature

DD/MM/YYYY

Joint Customer Signature

DD/MM/YYYY

**Execution by LANDMARK**

Signed for and on behalf of LANDMARK COMMERCE PTE. LTD. by its authorised representative

Name

Title

Signature

Date

**Checked by Compliance**

Name

Signature

Date