

## **iPAY Terms and Conditions**

### **1. General**

By browsing, accessing or using any part of this website ("**Website**"), you agree to be unconditionally bound by these terms and conditions, which may be amended and/or updated by Prudential Assurance Company Singapore (Pte) Limited ("**Prudential**") (collectively, "**Terms**") in its sole discretion from time to time without prior notice to you. These Terms form a binding agreement between you and Prudential. You agree that your continued access and use of the Website constitutes your acceptance of and agreement to be bound by these Terms without limitation or qualification. **IF YOU DO NOT AGREE TO ANY OF THESE TERMS, YOU SHOULD IMMEDIATELY DISCONTINUE YOUR ACCESS OF THIS WEBSITE.**

### **2. Website Updates**

In order to keep the Website up-to-date, you agree that Prudential and third parties appointed by Prudential may offer automatic or manual updates at any time and without notice to you.

### **3. Accounts, Security and Password**

The Website may require registration or may otherwise ask you to provide information to participate in certain features or access certain content. If you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Website.

If the Website requires you to open an account or otherwise submit information, you must complete the specified process by providing your current, complete, and accurate information as requested by the applicable online form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data and any loss caused by your failure to do so is your responsibility.

You are entirely responsible for any and all activities that occur under your account. You are responsible for keeping your computer/equipment and your account safe and secure (including without limitation, maintaining the confidentiality of your account and password and restricting access to your computer/equipment), and you must notify us promptly of any unauthorised use or security breach of your account. You further agree not to email, post, or otherwise disseminate any user ID, password, or other information which provides access to the Website and/or your account. Prudential shall not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You agree to accept all responsibility for all activities that occur under your account and password. Prudential reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

#### **4. Conditions of Use**

You may not use the Website or transmit, distribute, link, market, publish, display or sell any information, data, text, messages or other materials (collectively, "Content") which are harmful in nature or in violation of any laws or regulations (foreign or domestic) or to commit, engage in, perpetuate or abet any breach of security, fraud, criminal act, offence.

The kinds of illegal or harmful conduct which are prohibited include but are not limited to the following:

- a. impersonating or falsely stating or otherwise misrepresenting your affiliation with any person or entity;
- b. transmitting Content that are unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful;
- c. uploading, posting, emailing, or otherwise transmitting any advertising or promotional materials, including without limitation, "junk mail," "surveys," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or unauthorised communication;
- d. offering or disseminating fraudulent goods, services, schemes, or promotions;
- e. printing, downloading, duplicating, transmitting or otherwise copying, reproducing, redistributing, republishing or using any personally identifiable information, personal, private or confidential information belonging to other persons;
- f. collecting or storing personal data about other persons;
- g. transmitting any Content that you do not have a right to transmit under any law or under any contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- h. "stalking" or otherwise harassing another person;
- i. planning or engaging in any illegal, fraudulent or manipulative activity;
- j. using the Website for any commercial purpose not expressly approved by Prudential in writing;
- k. uploading, posting, reproducing, or distributing any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights;

- l. uploading, posting, emailing, or otherwise transmitting any material that contains viruses or any other computer/application code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment;
- m. tampering with or circumvent any security technology included with the Website;
- n. transmitting content with recommendations to buy or refrain from buying a particular security or which otherwise have the purpose of affecting the price or value of any security; or
- o. copying, decompiling, reverse engineering, disassembling, attempt to derive the source code of, modify, or create derivative works of the Website, Updates, or any part thereof. Any attempt to do so is a violation of the rights of Prudential and third parties of the Website and Updates.

In the event such breach occurs, Prudential will report the breach to the relevant law enforcement authorities and appropriate legal action will be taken.

#### **5. Accuracy of Billing, Invoice and Account Information**

You agree that all billing, invoice and account information provided/submitted by you, including without limitation bank details, credit card numbers, contact numbers and expiration dates, shall be current, complete and accurate, so that we can complete the transaction(s) and contact you as needed. You are responsible for correctly entering all requested billing, invoice and account information. Prudential will not be liable for any incorrect details which are provided by you. For the avoidance of doubt, we will not be obliged to make further payments to you in the event that you have provided incorrect account details. If the incorrect billing, invoice and account information/details are entered, it may result in your invoice remaining unpaid. If you provide incorrect account details and any third party imposes a penalty on us, we reserve the right to pass on any such penalty to you or to deduct it from any amount we hold on your behalf. We accept no further responsibility after funds/payments have been paid by Prudential in accordance to the payment mode and details listed in the invoice submitted by you on the Website. We will not be liable to you or your intended beneficiary or any other party and we do not have any further obligations to recover the funds/payments paid in accordance to the payment mode and details listed in the invoice submitted by you on the Website.

#### **6. Privacy Policy**

By providing your personal information in the website, you consent to the collection, use, processing or transfer of such information in accordance with our [Privacy Policy](#). Some functionalities (such as, but not limited to, push notifications) may also require the collection of your computer data.

By accessing and/or using this Website, you agree and consent under the Personal Data Protection Act (Cap 26 of 2012) to the collection, use and disclosure of any and

all of your personal data by/to Prudential and such other third party, in Prudential's absolute discretion, consider appropriate or necessary for the purposes of (i) the administration of any payment(s) made by you to Prudential, and (ii) viewing and monitoring of your outstanding payables of your proposals/policies with Prudential.

If you provide Prudential with personal data of any third party, you hereby:

- a. agree on behalf of that third party to be bound by the Terms contained herein; and
- b. consent on behalf of that third party, to Prudential's collection, use, disclosure and processing of his/her personal data in accordance with the Terms contained herein.

You warrant that you have obtained the said third party's prior consent to such collection, use, disclosure and processing of his/her personal data by Prudential and that the personal data that you provide to Prudential is true, accurate and complete.

## **7. Disclaimers and Exclusions**

THE MATERIALS AND INFORMATION CONTAINED IN THIS WEBSITE, INCLUDING WITHOUT LIMITATION, SERVICES, PRODUCTS, INFORMATION, DATA, TEXT, GRAPHICS, AUDIO, VIDEO, LINKS OR OTHER ITEMS ARE PROVIDED "AS IS", "WITH ALL FAULTS AND INACCURACIES", AND "AS AVAILABLE". SUCH MATERIALS AND INFORMATION ARE PROVIDED FOR GENERAL INFORMATION ONLY AND YOU SHOULD SEEK PROFESSIONAL ADVICE AT ALL TIMES AND/OR OBTAIN INDEPENDENT VERIFICATION OF THE INFORMATION AND MATERIALS CONTAINED IN THIS WEBSITE BEFORE MAKING ANY DECISION OR TAKING ANY ACTION BASED ON ANY SUCH MATERIAL AND INFORMATION. TO THE FULLEST EXTENT PERMITTED BY LAW, PRUDENTIAL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THIS WEBSITE AND ANY INFORMATION, MATERIALS, PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM VIRUS AND OTHER MALICIOUS CODE, TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

TO THE FULLEST EXTENT PERMITTED BY LAW, PRUDENTIAL DOES NOT WARRANT THE TRUTH, ACCURACY, ADEQUACY, COMPLETENESS OR REASONABLENESS OF THE MATERIALS AND INFORMATION IN AND ACCESSED THROUGH THIS WEBSITE AND EXPRESSLY DISCLAIMS LIABILITY FOR ANY ERRORS IN OR OMISSIONS FROM SUCH INFORMATION AND MATERIALS. IN ADDITION, PRUDENTIAL MAY, FROM TIME TO TIME, AT ITS ABSOLUTE DISCRETION, CHANGE, DELETE OR REPLACE THE MATERIALS AND INFORMATION PROVIDED IN THE WEBSITE.

TO THE FULLEST EXTENT PERMITTED BY LAW, NO WARRANTY IS GIVEN THAT HAS ACCESS TO ANY INFORMATION OR MATERIALS ON THIS WEBSITE, OR THIS WEBSITE ITSELF, WILL BE PROVIDED UNINTERRUPTED OR FREE

FROM ERRORS OR THAT ANY IDENTIFIED DEFECT WILL BE CORRECTED; FURTHER, NO WARRANTY IS GIVEN THAT THIS WEBSITE IS FREE FROM ANY VIRUS OR OTHER MALICIOUS, DESTRUCTIVE OR CORRUPTION CODE, AGENT, PROGRAM OR MACROS.

UNDER NO CIRCUMSTANCES SHALL PRUDENTIAL BE LIABLE REGARDLESS OF THE FORM OF ACTION FOR ANY FAILURE OF PERFORMANCE, SYSTEM, SERVER OR CONNECTION FAILURE, ERROR, OMISSION, INTERRUPTION, BREACH OF SECURITY, VIRUS, MALICIOUS CODE, CORRUPTION, DELAY IN OPERATION OR TRANSMISSION, TRANSMISSION ERROR OR UNAVAILABILITY OF ACCESS IN CONNECTION WITH YOUR ACCESSING THIS WEBSITE EVEN IF PRUDENTIAL HAD BEEN ADVISED AS TO THE POSSIBILITY.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PRUDENTIAL BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY EXPENSES, LOSSES, COSTS, DAMAGES, LIABILITIES OR OTHER CONSEQUENCES OF WHATSOEVER NATURE (INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR LOSS OPPORTUNITY) ARISING FROM OR IN CONNECTION WITH:

- (A) ANY ACCESS, USE OR THE INABILITY TO ACCESS OR USE THE WEBSITE, OR RELIANCE ON THE CONTENTS OF THE APPLICATION;
- (B) ANY SYSTEM, SERVER OR CONNECTION FAILURE, ERROR, OMISSION, INTERRUPTION, DELAY IN TRANSMISSION OR COMPUTER VIRUS;
- (C) ANY USE OF OR ACCESS TO ANY OTHER APPLICATION OR WEBSITE LINKED TO THIS WEBSITE;
- (D) ANY SERVICES, PRODUCTS, INFORMATION, DATA, SOFTWARE OR OTHER MATERIAL AVAILABLE THROUGH THE WEBSITE OR FROM ANY OTHER APPLICATION OR WEBSITE LINKED TO THIS WEBSITE; AND
- (E) HOWSOEVER CAUSED, INCLUDING NEGLIGENCE, EVEN IF PRUDENTIAL, ITS EMPLOYEES OR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES AND/OR EXPENSES.

#### **8. Online Payment, Recurring Payment Application**

When making any online payment(s) or making any recurring payment(s) application, you may be redirected to a payment gateway page or bank's website. The payment gateway or bank's website will redirect you to another website maintained or controlled by third parties. You agree that Prudential shall not be liable to you or any other party for any expenses, losses, costs, damages, liabilities or other consequences of whatsoever nature (including without limitation, any direct or indirect, special, incidental or consequential damages, loss of profits or loss of opportunity) arising from or in connection with your use of the payment gateway or bank's website.

Prudential reserves the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason. You agree that you are subject to the applicable user agreement of your payment

method. You may not claim from Prudential for any failure, disruption or error in connection with your chosen payment method.

## **9. Hyperlinks and Third Party Services**

Any hyperlinks from the Website exist for information purposes and are for your convenience only. Such linked websites are not under the control of Prudential and Prudential cannot accept responsibility for the contents of any linked website or any link(s) contained in a linked website. Prudential accepts no liability for any expenses, losses, costs damages, liabilities or other consequences of whatsoever nature arising directly or indirectly (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss opportunity) from the accuracy or otherwise, of materials or information contained on the pages of such websites or loss arising directly or indirectly from defects with such websites. Prudential's inclusion of hyperlinks does not imply any warranty, endorsement and/or verification of such linked websites or the contents therein by Prudential. You agree that your access to and/or use of such linked websites is entirely at your own risk and subject to the terms and conditions of access and/or use contained therein.

## **10. Use of Cookies**

Prudential may set cookies on your web browser as you visit Prudential websites or portals. Cookies are small pieces of information sent by a web server and stored by the user's browser on the local hard drive, which will be sent back to the web server on future visits. A browser only permits a website to access the cookies it has set, not those set by other websites.

Prudential may use cookies for a number of purposes, including with limitation to improve the user experience by remembering preferences between visits, information between pages to avoid data re-entry, and to maintain your identification after you login to one of our secure portals.

Prudential may also use web beacons or log files to track visits to Prudential websites and to gather traffic statistics to help in the continuous improvement of Prudential websites and portals.

Most browsers accept cookies automatically but you may configure your browser to accept or reject cookies. However, you may not be able to use all features provided in our Website if cookies are disabled.

## **11. Intellectual Property Rights**

All trademarks, service marks, trade names, logos and icons and other intellectual property rights of any nature in the Website ("IP Rights") are either owned by Prudential or third parties. None of the IP Rights may be reproduced, transmitted, published, performed, broadcast, stored, adapted, distributed, displayed, licensed, altered, hyperlinked, stored in an information retrieval system, or otherwise used in whole or in part in any manner without the prior written consent of Prudential or the relevant third party. Prudential neither warrants nor represents that your use of any IP Rights and content/materials displayed on the Website will not infringe rights of third parties. Nothing contained in this Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any IP Rights displayed

in the Website without the prior written permission of Prudential or such third party that may own the IP Rights. Your use of the IP Rights or any content in this Website, except as authorised under these Terms, is strictly prohibited.

## **12. Equipment and Fees**

The use of the Website requires use of a computer or other necessary equipment(s) to access the Website. You may require Internet access and/or appropriate telecommunication links, which must be obtained from your service provider. You are responsible for obtaining and paying for such additional services and obtaining suitable equipment to access the Website, including without limitation all usage charges related thereto. Prudential shall not be liable for any telephone costs, telecommunication costs, or other costs related to your access the Website that you may incur.

The Website may not work with all computers and/or equipment. Prudential makes no representations that the Website will be compatible with all computers and/or equipment.

## **13. Rights to Access and Termination**

Prudential reserves the right, at its sole discretion, to suspend, modify, deny, restrict and/or terminate your access and/or use of this Website, at any time, without prior notice, without ascribing any reason(s) whatsoever and without liability to you. Upon termination, all licenses and/or rights granted to you in these Terms will immediately cease. You agree that you do not have any rights in this Website and Prudential will have no liability to you if this Website is discontinued or your ability to access the Website is terminated.

## **14. Indemnity**

By accessing and/or using this Website, you agree and undertake to indemnify, defend and hold Prudential and its servants, officers, employees and agents (collectively, "the Indemnitees") harmless from and against any actual or alleged claims, demands, causes of action, judgments, demands, damages, losses, liabilities, statutory penalties, expenses and all costs and expenses of defence that may be suffered, and legal fees and costs incurred on a full indemnity basis by the Indemnitees, arising out of or in connection with: (a) your breach of this Terms; (b) your violation of any local or foreign law, rule or regulation; (c) a claim by a third party that is based on your use of the Website; (d) information or material posted or transmitted through your computer/equipment or account, even if not submitted by you; (e) any misrepresentation made by you; (f) any dispute between you and another user of the Website; (g) the theft, misappropriation or disclosure of your password; (h) your authorisation of anyone else to use your account and/or password, (i) your access to and/or use of the Website and/or any other person or entity's use of the Website where such person or entity was able to access and/or use the Website by using your user ID and password, and/or (j) any breach or non-observance of any of these Terms by you or by any other person or entity where such person or entity was able to access and/or use the Website by using your user ID and password. You will cooperate as fully and as reasonably required in Prudential's defence of any claim. Prudential reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to

indemnification by you, and you shall not, in any event, settle any matter without the prior written consent of Prudential.

#### **15. PDPA Indemnity**

You further agree and undertake to, at all times, indemnify, defend and hold the Indemnitees harmless from and against any actual or alleged claims, demands, causes of action, judgments, demands, damages, losses, liabilities, statutory penalties, expenses and all costs and expenses of defence that may be suffered, and legal fees and costs incurred on a full indemnity basis by the Indemnitees, arising out of or in connection with: (a) your breach of any provision of the Singapore Personal Data Protection Act 2012 (“PDPA”); and/or your act or omission which causes the Indemnitees to breach any of its obligations under the PDPA.

#### **16. Assignment**

You agree that you will not assign or transfer, or purport to assign or transfer, any of your rights, interests or obligations under these Terms without the prior written consent of Prudential.

#### **17. Waiver**

No failure to exercise nor delay in exercising, on Prudential’s part and right or remedy under these Terms will operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. Prudential’s right and remedies in these Terms are cumulative and not exclusive of any other rights or remedies provided by law.

#### **18. Severability**

If any clause in these Terms is declared illegal, invalid or unenforceable in whole or in part by any competent court or authority, then the clause shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time and as so adjusted, shall be deemed a clause of these Terms as though originally included. If the clause invalidated is of such a nature that it cannot be so adjusted, the clause shall be deemed deleted upon these Terms as though the clause had never been included, in either case, the remaining clauses of these Terms shall remain in full force and effect.

#### **19. Entire Agreement**

Unless a mutually executed agreement between you and Prudential states otherwise, these Terms constitute the entire agreement between you and Prudential in relation to the use of the Website, superseding any prior agreements with respect to the same subject matter between you and Prudential.

#### **20. Third Party Rights**

A person who is not a party to any agreement governed by these Terms has no right under the Contracts (Rights of Third Parties) Act Cap 53B to enforce or enjoy any of these Terms.

#### **21. Governing Law and Jurisdiction**

By using this Website, you agree that the laws of Singapore, including without



limitation, the provisions of the Evidence Act (Cap. 97) and the Electronic Transactions Act (Cap. 88), shall govern such use, and you agree to submit irrevocably to the exclusive jurisdiction of the courts of Singapore.

## **22. Contact Information**

For any questions regarding this Website, you may reach us at <https://www.prudential.com.sg/en/contact-us/>