



## TERMS AND CONDITIONS OF PAYCOLLECT APPLICATION FOR USERS

This agreement contains the terms and conditions applicable to each User's use of the PayCollect Application (each capitalized term defined below). Please read these Terms and Conditions carefully before you start using the PayCollect Application. By using the PayCollect Application, you are agreeing to the Terms and Conditions and shall be bound by these Terms and Conditions.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT START USING THE PAYCOLLECT APPLICATION.

These Terms and Conditions are made between NETS and the User with respect to the User's use of the PayCollect Application and any functionalities, services or features offered via or in connection with the PayCollect Application (collectively, "**PayCollect Services**"). References in these Terms and Conditions to the use of the PayCollect Application extend to the use of such PayCollect Services as well.

In addition to these Terms and Conditions, there may also be specific terms and conditions governing the User's use of the PayCollect Application and/or the PayCollect Services. These specific terms and conditions (if any) are to be read together with these main Terms and Conditions and will, in addition to these main Terms and Conditions, govern the User's use of the PayCollect Services. To the extent that there is any conflict or inconsistency between these main Terms and Conditions and the specific terms and conditions, the specific terms and conditions will prevail. Where specific terms and conditions apply to the User's use of any of the PayCollect Services, references in these Terms and Conditions to "Terms and Conditions" shall be read as referring also to the specific terms and conditions.

NETS may from time to time update and amend these Terms and Conditions. Whenever NETS updates or amends these Terms and Conditions, NETS will post the updated Terms and Conditions on NETS's website. Such updated Terms and Conditions as posted will take effect upon posting on the website.

The User's continued use of the PayCollect Application or any of the PayCollect Services after any such amendment or update shall be taken as the User's agreement to be bound by the Terms and Conditions as so amended or updated.

### 1. DEFINITIONS

1.1 The following expressions shall have the meanings set out opposite them:

- "Approved Banks" means DBS, OCBC, UOB, Citibank, and any other bank approved by NETS in NETS' sole discretion, each an "Approved Bank";
- "Collection Request" means a request for payment from a Merchant to a User which may be sent by way of a Notification through the PayCollect Application and "Collection Requests" shall be construed accordingly;
- "Designated Account" means an account used by a User for the PayCollect Application;
- "Enabled Device" means a compatible portable or mobile communications device on which the User has successfully accessed the PayCollect Application;
- "eNETS Debit" means the internet-based payment method enabling a User holding an account with an Approved Bank to make payment via the PayCollect Application from said bank accounts using their internet-banking pins and identification numbers;

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“Instructions”	means all information, instructions, communications, orders or messages (including those relating to payments, transfers or other transactions) referable to you;
“Merchant Services”	means goods or services provided by a Merchant which may be paid for by a User via the PayCollect Application;
“Merchant”	means a merchant which accepts payment for Merchant Services through the PayCollect Application, and the term “Merchants” shall be construed accordingly;
“NETS”	means Network for Electronic Transfers (Singapore) Pte Ltd, a company incorporated in the Republic of Singapore and having its registered office at 298, Tiong Bahru Road, #04-01, Central Plaza, Singapore 168730, and its successor-in-title. References in these Terms and Conditions to “we”, “us” and “our” shall be read as references to NETS;
“NETSPay Application”	means the mobile digitized card wallet solution offered by NETS which may be used by a User in their personal capacity to effect payments or other transactions via the User’s mobile device;
“Notification”	means “push” notifications, SMS notifications, Email notifications and such other forms of communication as NETS may notify to you from time to time;
“PayCollect Application”	means the application for portable devices offered by NETS from time to time that can be accessed by the User and used by a User to effect payments or other transactions using eNETS Debit, internet-banking functionalities or such other payment mode as NETS may make available to the User from time to time (as may be applicable) via the User’s portable device, for User’s use of Merchant Services;
“PayCollect Marks”	shall have the meaning as ascribed in Clause 5.1.4;
“PayCollect System”	means the computerised system owned, operated and managed by NETS whereby, inter alia, transactions may be effected by a User using the PayCollect Application;
“PayCollect”	means the service offered by NETS in the form of the PayCollect Application and which may be used by a User, in their personal capacity, as a digitized payment facilitation solution on an Enabled Device;
“Payment Channel”	means NETSPay, eNETS or Third Party Bank Mobile Apps;
“Terms and Conditions”	means these terms and conditions as may be varied or amended from time to time by NETS. Where specific terms and conditions apply to the User’s use of any of the PayCollect Services, references in these Terms and Conditions to “Terms and Conditions” shall be read as referring also to the specific terms and conditions;
“Third Party Bank Mobile Apps”	means mobile payment solutions offered by any of the Approved Banks;
“Transaction Amount”	means such amounts as may be paid by User to a Merchant via the PayCollect Application for Merchant Services;
“Transaction History”	means your transaction history and details on your use of the PayCollect Application and/or any of the PayCollect Services; and
“User”	means the account holder of a Designated Account with the PayCollect Application. References in these Terms and Conditions to “you” and “yours” shall be taken to refer to the User.



- 1.2 Words importing the singular include the plural and vice versa and, words importing a gender include every gender. References herein to Clauses shall mean the clauses of these Terms and Conditions.
- 1.3 These Terms and Conditions govern the use of the PayCollect Application.

## 2. RELATIONSHIP

- 2.1 PayCollect Application is issued solely by NETS. Use of PayCollect is subject to these Terms and Conditions.
- 2.2 NETS owns, operates and manages the PayCollect Application and the PayCollect System.
- 2.3 For the avoidance of doubt, none of the Approved Banks own, operate and manage the PayCollect Application or the PayCollect System.

## 3. USE OF THE PAYCOLLECT APPLICATION

- 3.1 You acknowledge and agree that as a condition for you to access and use the PayCollect Application, you are required to be bound by these Terms and Conditions.
- 3.2 You acknowledge, agree and warrant that you are, and will at all times be, in compliance with the following:
- (a) you are at least 18 years of age based on year of birth, and where you are not at least 18 years of age based on year of birth, you have obtained the consent of your parent / legal guardian for your access and use of the PayCollect Application in accordance with these Terms and Conditions;
  - (b) you have a valid Singapore mobile number or electronic mail account;
  - (c) you are the authorized user of the Enabled Device, or you have obtained all relevant consents for your use of the Enabled Device.
- 3.3 Subject always to your continuing compliance with the terms of these Terms and Conditions, we agree to grant you a non-transferable, non-exclusive licence to use the PayCollect Application insofar as owned by or licensed through us on your Enabled Device and only for your own personal purposes, on and subject to these Terms and Conditions. All other rights not expressly granted to you are reserved.

## 4. REGISTRATION AND USE OF THE PAYCOLLECT APPLICATION

- 4.2 Payments may be effected by you through your Enabled Device once you unlock your Enabled Device using your Enabled Device password ("**Device Password**") and have successfully accessed the PayCollect Application. Depending on the Payment Channel selected by you, you may also need to satisfy other security requirements before you are able to make payment. Payment for the Merchant Services by you will only be deemed to have been successfully made upon receipt by you of successful confirmation of payment from the Merchant. Merchant may, at its sole and absolute discretion, grant waivers of payments for Merchant Services or offer refunds of payments which have already been made by you for Merchant Services. Such waivers and/or refunds are granted to you at Merchant's sole and absolute discretion, and may be subject to the

Merchant's own terms and conditions over which NETS has no control.

You must keep your Enabled Device secure (in respect of both the physical and electronic environments). You are responsible for safekeeping and maintaining the confidentiality of your Device Password. Without prejudice to the generality of the foregoing, you must ensure that:

- (a) you do not disclose to any person your Device Password, and that you do not compromise any security procedures which either we or any of the Approved Banks have put in place;
- (b) you are the only person using your Enabled Device to effect payments for Merchant Services; and
- (c) you take reasonable measures and all due care to protect your Device Password against misuse by third parties.

- 4.3 You acknowledge and agree that your use of the PayCollect Application is at all times subject to your compliance with any applicable terms and conditions of the relevant Approved Bank.

In the event that we in our sole discretion, determine that your use of the PayCollect Application is in breach of any of the terms and conditions of a relevant Approved Bank, we have the right to suspend or terminate your use of the PayCollect Application in accordance with Clause 14.

- 4.4 You will receive Notifications through PayCollect as well as via other means of communication in connection with your access to and use of PayCollect. From time to time, you will also receive Collection Requests from Merchants.

NETS and the Merchants shall be deemed to have sent the Notification to you even if you are unable to or do not receive the Notification for whatever reason.

- 4.5 NETS may at any time change, add or remove any feature or functionality of the PayCollect Application without prior notice, including but not limited to NETS' introduction of additional payment methods supported on and compatible with the PayCollect Application. You are deemed to accept such change if you continue to use the PayCollect Application.
- 4.6 NETS reserves the right to investigate complaints regarding the use of the PayCollect Application, or reported violations of these Terms and Conditions and to take any action NETS deems appropriate, including reporting any suspected unlawful activity to law enforcement officials, appropriate authorities or regulators and disclosing any necessary information to such officials, authorities or regulators.

## 5 YOUR OBLIGATIONS

- 5.1 You acknowledge and agree that:

- 5.1.1 You will be responsible for carrying out the following, at your own cost:

- (a) obtaining all necessary hardware, software and communications services necessary for your use of the PayCollect Application;
- (b) installing antivirus or other security software to protect against any security or other vulnerabilities which may arise in connection with the use of the PayCollect Application; and

(c) installing updates and patches in a prompt and timely manner.

5.1.2 You will be responsible to your relevant service provider for all data charges relating to:

a) the use of of the PayCollect Application;

b) any upgrades or improvements NETS may introduce and you may request in relation to the PayCollect Application; and

c) your ongoing access to and use of the PayCollect Application;

5.1.3 You shall not (and shall not, knowingly or otherwise, authorize, allow or assist any other party to):

(a) use the PayCollect Application to conduct electronic spamming;

(b) use the PayCollect Application to perform unlawful or immoral activities;

(c) use the PayCollect Application to upload content that has viruses, malicious codes, immoral or illegal content;

(d) modify or adapt the whole or any part of the PayCollect Application or combine or incorporate the PayCollect Application into another other programme or application;

(e) disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code of the PayCollect Application or any components thereof;

(f) use the PayCollect Application in any manner that would lead to the infringement of our intellectual property rights or those of any third party;

(g) use the PayCollect Application in a way that could damage, disable, impair or compromise the PayCollect Application or PayCollect System (or the systems or security of the PayCollect Application or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of NETS or that of any of the Approved Banks; or

(h) engage in any other activities deemed inappropriate by NETS;

5.1.4 You further acknowledge and agree that:

(a) The NETS trade mark and logo is a registered trade mark of NETS (the "Trade Mark"), and any other logos, service marks, product names and other proprietary indicia used in the PayCollect Application are the property of either NETS or third party licensors (the "PayCollect Marks")

(b) The intellectual property rights in and to the PayCollect Application are either owned by NETS or licensed to us by third party licensors;

(c) other than the licence expressly granted by you in these Terms and Conditions, no other rights are granted to you in respect of either the Trade Marks, the PayCollect Marks, or the PayCollect Application;

(d) No part or parts of the PayCollect Application may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works or otherwise commercially exploited in any manner or by any means or stored in an information retrieval system without our prior written permission.

5.1.5 You acknowledge and agree that you shall be solely responsible for responding to all Collection Requests communicated to you by Merchants through the PayCollect Application or other means and that you are solely responsible for discharging your payment obligations towards Merchants for your use of the Merchant Services. You agree that NETS has no obligation to inform you of any outstanding payments or outstanding Collection Requests. NETS assumes no liability for any failures or delays by you in responding to any Collection Requests and any loss or damage which you may suffer arising from or in connection with any such failures or delays.

## 6 ELECTRONIC COMMUNICATIONS

Network For Electronic Transfers (Singapore) Pte Ltd

298 Tiong Bahru Road #06-01/06 Central Plaza Singapore 168730 Tel: (65) 6272 0533 Fax: (65) 6272 2334 Website: [www.nets.com.sg](http://www.nets.com.sg)

Co. Reg No. 198500065G GST Group Reg. No. M90370546E



- 6.1 You shall accept full responsibility for the security and authenticity of all Instructions sent via the PayCollect Application and you shall be bound by all such Instructions. We shall be entitled to assume that all Instructions received from your Enabled Device via the PayCollect Application is yours. We shall be under no obligation whatsoever to verify that such communications are in fact yours.
- 6.2 You are aware that Instructions and information transmitted via the PayCollect Application may be generally transmitted via the Internet and may be routed via public, transnational installations which are not specifically protected. We cannot guarantee that the Instructions and information so transmitted will in fact be completely protected against such unauthorised access, and you accept these associated risks.
- 6.3 Any Instructions sent by you to us shall only be deemed to be received by us when we have successfully retrieved such Instructions from the relevant system and duly informed you of such receipt. In addition, any Instructions sent by you to any third parties (for example, Merchants) shall only be deemed to have been received by such third parties in accordance with their terms and conditions.
- 6.4 You agree that sections 13(1) to 13(4) of the Electronic Transactions Act (Chapter 88 of Singapore) shall not apply to your use of the PayCollect Application and/or any of the PayCollect Services and, without prejudice to any of the terms in these Terms and Conditions, that you shall be liable for any damage that may be caused through the use of the Internet – i.e. through loss, delay, misunderstandings, corrupted texts, unauthorised interceptions by third parties or duplicates.
- 6.5 You acknowledge and agree that in the event of any dispute arising in connection with your use of the PayCollect Application or any of the PayCollect Services, our records (including electronic, computer and microfilm stored records) of all matters relating to your use of the PayCollect Application, the PayCollect Services and/or of you (including Transaction History) at any specified date shall be conclusive of their accuracy and authenticity and shall be binding on you for all purposes whatsoever. In addition, you agree to the admissibility of such documents without further requirement of proof of authenticity or accuracy in a court of law under applicable evidentiary law, rules and/or regulations.

## **7 LIABILITY FOR TRANSACTIONS; LOSS/THEFT OF ENABLED DEVICE; DISCLOSURE OF DEVICE PASSWORD**

- 7.1 You are solely responsible and liable for any access to and use of the PayCollect Application, notwithstanding that any relevant access controls introduced or configured by you (including any Device Password or biometric access controls) may have been circumvented by any other person without your knowledge, authority or consent. Unless otherwise stated in these Terms and Conditions, we shall not be liable to you for any loss or damage resulting therefrom any payments effected by the PayCollect Application due to such circumvention of access controls.
- 7.2 You are solely responsible for:
- (a) monitoring your Designated Account and taking any actions in the event of any unauthorized transfers or suspicious matters concerning your Designated Account; and
  - (b) reporting any transactions wrongly made or made without authority or inaccurate entries in the Transaction History.

You may object to any transaction (“Transaction”) or any other inaccuracies in writing to us, by calling our NETS hotline at (65) 62741212 or by visiting 298 Tiong Bahru Road #06-01 Central Plaza Singapore 168730) within one (1) calendar day after the entry appears in the Transaction History. If you do not report the Transaction within one (1) calendar day after the entry appears in the Transaction History, the Transaction will be deemed correct except where (and only to the

extent that) you have conclusively established in the Courts of Singapore that a manifest error or fraud has been committed by us, or the Transaction has been determined by the relevant Approved Bank to be an unauthorised transaction and the Approved Bank has informed us of the same, in which case the terms and conditions of the relevant Approved Bank (as may be applicable) will govern.

7.3 In addition, you may also be required to pay the following (where applicable):

(a) service charges or fees payable in connection with use of the PayCollect Application or transactions made thereunder on your Enabled Device, including such charges or fees imposed by equipment vendors, software companies, internet or communication services providers or other third parties;

(b) any service charges / administration fees for any action taken by us in carrying out any of your Instructions and/or requests relating to your use of the PayCollect Application, whether such service or action is referred to or contemplated in these Terms and Conditions or otherwise.

NETS may impose or vary the fees payable for your access to and use of the PayCollect Application as well as for the closure of the PayCollect Application. Such changes shall be deemed effective upon NETS posting these changes on the NETS website at [www.nets.com.sg](http://www.nets.com.sg) ("Website") or notifying you via a Notification. You are deemed to accept such changes if you continue to use the PayCollect Application.

## 8 DATA PROTECTION

8.1 By using the PayCollect Application and/or any of the PayCollect Services, you consent to NETS collecting, using, disclosing and sharing amongst themselves your personal data and disclosing such personal data to our authorised service providers and relevant third parties for purposes reasonably required by us to facilitate your use of the PayCollect Application and any of the PayCollect Services.

These purposes are set out in greater detail in our Data Protection Policy, which is accessible at <https://www.nets.com.sg/policies/privacy> or which may be provided to you upon request. You confirm that you have read and understood the Data Protection Policy.

## 9 DISCLAIMER OF WARRANTIES AND LIABILITY

9.1 The access to and use of the PayCollect Application and the PayCollect Services is offered to you on an "as available, where available" basis.

9.2 To the maximum extent permitted under applicable law, NETS and its respective officers, employees, contractors or agents shall not be liable for any loss (including any indirect, special or consequential losses), damages, expenses, claims, liabilities and costs (including cost on a full indemnity basis) suffered by you or any third party arising from and in connection with your registration with, access to and use of the PayCollect Application and/or any of the PayCollect Services except where such loss is attributable to NETS' gross negligence or wilful default. Without prejudice to the generality of the foregoing, NETS will not be liable for any inconvenience, loss, cost, damage or injury suffered by you or any third party arising from or caused by any of the following:

(a) any delay, suspension, discontinuance or failure of the PayCollect Application;

(b) any delay or suspension of your Designated Account;

(c) if use of your Enabled Device should be rejected by a Merchant or if we refuse for any reason



to authorise any transaction;

(d) your inability to effect or complete any transaction due to system maintenance or breakdown/non-availability of the PayCollect Application, any of the PayCollect Services, network, hardware or software of NETS, or third party recipients of your transfer of funds;

(e) system maintenance, breakdown/non-availability of any third party systems, including the systems of any of the Approved Banks;

(f) any delays or errors caused by or arising from any of the Merchants or any of the Approved Banks;

(g) our compliance with any Instruction given or purported to be given by you relating to a transaction, notwithstanding that the integrity of the information comprised in such Instruction may have been compromised or impaired, provided that such compromise or impairment would not have been apparent to a reasonable person receiving such Instruction;

(h) use of your Enabled Device, the PayCollect Application and any of the PayCollect Services by third parties, whether authorized or unauthorized by you;

(i) your transfer of funds to the wrong recipient or wrong third party;

(j) theft or loss of your Enabled Device on which the PayCollect Application is used;

(k) any malfunction, defect or error in any device used to process the transaction or to facilitate the usage of the PayCollect Application or any of the PayCollect Services, or of other machines or system of authorisation whether belonging to or operated by us or other persons or the inability of any device, machine or system to accurately, properly or promptly transmit, process or store any data;

(l) any delay or inability on our part to perform any of our obligations under these Terms and Conditions because of any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, terrorism, civil disturbance or any event outside our reasonable control or the reasonable control of any of our servants, agents or contractors;

(m) any damage to or loss or inability to retrieve any data or information that may be stored in the PayCollect Application or any microchip or circuit or device in your Enabled Device or the corruption of any such data or information, howsoever caused;

(n) any claim, loss, damage, delay, inability to use, or any mistake or error arising in connection with any hardware, software or service used or provided in connection with any Enabled Device or PayCollect Application or any of the PayCollect Services or any inability to use the same;

(o) any breach of any obligation of confidentiality by any third party provider of any service or facility associated with any Enabled Device, PayCollect Application or any of the PayCollect Services. You acknowledge and understand that use of the PayCollect Application involves the transmission of your personal data and transaction details through third parties which we are unable to control, and we are not responsible or liable to you for their performance or the non-performance of their obligations to you;

(p) any loss, theft, use or misuse of any Enabled Device, or circumvention of any access controls on any Enabled Device by any party;

(q) any failure by us to effect payment for Merchant Services due to insufficient available funds in your relevant bank account(s) or your breach of any of the terms and conditions governing any of



your designated Payment Channels; and

(r) any act or omission by NETS in compliance with any applicable laws and/or regulations, including laws governing personal data protection, and any instructions and/or directions given by any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and/or its officials.

9.3 NETS shall not be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from your entering into any transaction using the PayCollect Application or any of the PayCollect Services.

9.4 You acknowledge and agree that this PayCollect Application may use transmissions over the Internet which are never completely private or secure. You understand that any personal data, message or information which you send in the course of the use of the PayCollect Application may be made public on the PayCollect Application. Use of the PayCollect Application is entirely at your own risk.

## **10 LINKS TO THIRD PARTY SITES**

10.1 The PayCollect Application may include links to sites on the Internet that are owned and operated by third parties ("Third Party Sites"), and if you choose to access these Third Party Sites, you agree to review and accept the terms of use governing those Third Party Sites. NETS has no control over and excludes all liability for and does not assume any responsibility for material created or published by such Third Party Sites. You further agree not to infringe, or cause NETS to infringe, any third party's intellectual property rights, and shall keep NETS indemnified against all losses, damages, expenses, costs and fees suffered or incurred by NETS, with respect to such infringement.

## **11 ISSUES WITH SERVICES**

11.1 NETS is not liable in any way for any claim or dispute arising between yourself and any Merchant(s) in relation to any Merchant Services purchased from the Merchants using the PayCollect Application. NETS is also not responsible for any benefits, discounts or programmes of the Merchants. NETS is not responsible for delivery of the Merchant Services provided by the Merchants and NETS makes no representation as to the quality, merchantability, fitness for purpose or provision or performance of any such Merchant Services. You acknowledge that we are not acting as agent for any Merchant.

11.2 You agree that any complaints, claims, disputes or refunds in relation to Merchant Services provided by any Merchant shall be resolved between that Merchant and yourself, and NETS shall not be responsible for any refunds made or to be made by the Merchants in respect of a payment in relation to any Merchant Services purchased from the Merchants.

## **12 INDEMNITY**

12.1 You shall, to the maximum extent permitted under applicable law, indemnify and hold harmless NETS in respect of any and all damages, losses, costs (including costs on a full indemnity basis), expenses, claims, proceedings or actions suffered or incurred by NETS or any third party by reason of (i) any breach or non-compliance by you of these Terms and Conditions; or (ii) NETS in enforcing any of these Terms and Conditions or preventing any breach thereof.

## **13 CONCLUSIVE STATEMENTS**

13.1 Our records (including electronic, computer and microfilm stored records) of all matters relating to the Enabled Device, the Designated Account, the PayCollect Services and/or of you (including

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Transaction History) at any specified date shall be conclusive of their accuracy and authenticity and shall be binding on you for all purposes whatsoever.

## **14 TERMINATION**

- 14.1 We may suspend or terminate PayCollect or your use of the PayCollect Application at any time and for any reason by giving you notice by such notification method as we may choose, including by way of a Notification, through our NETS website, in local newspapers, in displays at NETS office or via publication through any media. Such termination shall be effective on the date specified in the notice. Without prejudice to the generality of the foregoing, in the event that you are a minor (i.e. below the age of 18) and we are notified or have reason to suspect that your parent/legal guardian has withdrawn their consent to your use of the PayCollect Application generally or that they have not authorized you to use the PayCollect Application, we may, in our sole and absolute discretion, terminate or suspend your use of the PayCollect Application with immediate effect.
- 14.2 For the avoidance of doubt, should you decide to stop using the PayCollect Application, this will not affect any of your existing rights, obligations or liabilities with respect to any transactions you may have entered into during and through your use of the PayCollect Application and NETS shall have no obligations or liabilities to you whatsoever in respect of said transactions unless otherwise stated in this Terms and Conditions.
- 14.3 You shall not be entitled to any payment, compensation or damages from NETS in relation to the termination of your access to and use of the PayCollect Application.
- 14.4 NETS' right to suspend or terminate your access to and use of the PayCollect Application shall be without prejudice to any other rights or remedies which NETS may have under these Terms and Conditions, any other specific terms and conditions governing the PayCollect Services, and at law.

## **15 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CAP. 53B)**

- 15.1 A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of these Terms and Conditions.

## **16 ASSIGNMENT AND SUBCONTRACTING**

- 16.1 These Terms and Conditions, and any rights and licences granted hereunder, are personal to you and may not be transferred, novated or assigned by you, but may be assigned by us without restriction, including without limitation to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with the provision of the PayCollect Application or any of the PayCollect Services. Any attempted transfer or assignment in violation hereof shall be null and void.

## **17 SEVERABILITY**

- 17.1 If any provision of these Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable laws.

## **18 WAIVER**

- 18.1 Neither these Terms and Conditions nor any of the specific terms and conditions shall be waived in whole or in part except where agreed by all parties in writing.

Network For Electronic Transfers (Singapore) Pte Ltd

298 Tiong Bahru Road #06-01/06 Central Plaza Singapore 168730 Tel: (65) 6272 0533 Fax: (65) 6272 2334 Website: [www.nets.com.sg](http://www.nets.com.sg)

Co. Reg No. 198500065G GST Group Reg. No. M90370546E

- 18.2 The delay of enforcement or the non-enforcement of any of these Terms and Conditions or any of the specific terms and conditions by any party shall not be construed as a waiver of any of the other rights of that party arising out of the breach or any subsequent breach of any of these Terms and Conditions or any of the specific terms and conditions, and no right, power or remedy conferred upon or reserved for any party in these Terms and Conditions or any of the specific terms and conditions is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

## **19 NOTICES AND COMMUNICATIONS**

- 19.1 By using the PayCollect Application and/or any of the PayCollect Services and without prejudice to any of the other terms in these Terms and Conditions, you agree that we, our related corporations, third party service providers, contractors or sub-contractors may provide you with any notices or other communications relating to your use of any of the PayCollect Application and/or the PayCollect Services electronically: (a) via email (in each case to the address that you provide), SMS message, or telephone call (in each case to the phone number that you provide), or (b) by posting to the Website. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

## **20 ENTIRE AGREEMENT**

- 20.1 These Terms and Conditions and all other terms applicable to the PayCollect Services constitute the entire agreement between the parties with regard to its subject matter and supersedes and invalidates all other prior representations, arrangements, understandings, and agreements relating to the same subject matter (whether oral or in writing, express or implied). Each party acknowledges that in agreeing to these terms and conditions it does not rely on any statement, representation, warranty, or understanding other than those expressly set out in these Terms and Conditions and all other terms applicable to the PayCollect Services.

## **21 GOVERNING LAW**

- 21.1 The Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore. You hereby irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of Singapore for all purposes in relation to these Terms and Conditions.
- 21.2 The Terms and Conditions may be translated into other languages but in the event of any inconsistency or uncertainty arising therefrom, the English version shall prevail over any other version.