

Terms and Conditions Governing SGQR Service

You (the “**Merchant**”) have registered for PayNow and/or UnionPay services with Bank of China Limited, Singapore Branch (the “**Bank**”).

These terms and conditions, together with the terms and conditions in the Merchant’s application form to the Bank (the “**Terms**”) will govern the Bank’s provision of services to facilitate the Merchant’s registration of its PayNow and/or UnionPay corporate proxy with the central repository for the Singapore Quick Response Code (“**SGQR**”) and such other related services for facilitating payments from payors of the Merchant by means of SGQR (the “**Services**”). Please refer to Clause 7 of these terms and conditions for the definitions of other capitalized terms.

1. SGQR Registration and Amendment

- 1.1 The Merchant agrees that it shall not register for or utilize the services of any other bank in respect of the PayNow corporate proxies it has registered for and links to its accounts maintained with the Bank for the location addresses specified in its application.
- 1.2 The Merchant shall ensure that the SGQR QR code (and all updated or revised versions) which the Bank issues to the Merchant (the “**QR Code**”) is displayed in a visible and prominent position and location in its physical store or shop. The Merchant shall ensure that only a single QR Code in respect of each SGQR ID is placed at the location registered by the Merchant with the Bank (“**SGQR Location**”). At all times, the Merchant will prominently display any promotional material provided by the Bank and publicize to payors the payment methods which are accepted by the Merchant as a means of payment. At all times, the Merchant shall comply with all directives issued by the Bank and/or the Owners from time to time relating to the display of the QR Code.
- 1.3 The Merchant alone shall be responsible for using any QR Code printed or issued by the Bank for the Merchant in accordance with terms stipulated by the Bank and in conformity with the SGQR specifications, branding and presentment protocols issued by the Owners from time to time. The Merchant shall seek the Bank’s prior written consent before printing its own QR Code.
- 1.4 The Merchant consents to the Bank sending the printed QR Code(s) to the SGQR Location or the Merchant’s mailing address in the Bank’s records by delivery by hand, courier or mail as the Bank deems fit and shall not hold the Bank liable in the event such delivery, despatch or mail is delayed, intercepted, lost or fails to reach the Merchant or if its contents, including the printed QR Code(s), are disclosed to any third party during the process of delivery, transit and/or service.
- 1.5 The Merchant further agrees that by submitting any SGQR registration or amendment, requesting for, generating or using any QR Code, it is the Merchant’s responsibility to ensure that the Merchant submits the correct and up-to-date information to the Bank. The Merchant shall not and shall not allow any person to misuse the QR Code or any QR Code generator provided by the Bank or any third party (as applicable) and the Merchant agrees to release the Bank from any liability whatsoever including for third party claims, for any generation, non-generation, scanning function, wrongful access, non-functioning or malfunctioning, expiry, use or misuse of the QR Code by the Merchant.

- 1.6 The Merchant undertakes to promptly submit an SGQR registration or amendment form to the Bank should there be any change(s) in:
- (a) the information in its SGQR ID and/or the information required for the Merchant to use the SGQR Services (whether the Merchant uses a self-issued QR Code on bills and/or printed QR Codes);
 - (b) its SGQR Location; and/or
 - (c) the information in its PayNow and/or UnionPay registration with the Bank.

2. Accuracy of Information and Consents for Disclosure

- 2.1 The Merchant shall at all times promptly provide the Bank with any information the Bank requires, including without limitation the Merchant's unique entity number or other identification, registered name, the base currency for any Transaction, merchant category code, and other particulars in its SGQR ID and Merchant Record, its payment processing and other related information in its Scheme Payload, and any other information relating to the Merchant, for the Bank's provision of the Services. All information provided by the Merchant must comply with all formats, specifications, protocols and requirements as informed by the Bank from time to time. The Merchant further agrees that it will ensure and is solely responsible for the accuracy, currency, validity, authenticity, completeness, accuracy and security of all information provided to the Bank (including without limitation all information and data as may be set out in its Merchant Record, Scheme Payload, and/or SGQR ID) and its own communications with the Bank, and that it shall promptly update the Bank should there be any changes to the information it has provided to the Bank or if any such information is or becomes misleading or incomplete in any respect.
- 2.2 In addition to the foregoing clause, the Merchant shall provide the Bank with such information which the Bank may request for the purposes of any request from the Controllers, compliance with Applicable Law, addressing or investigating any feedback complaints, claims, disputes or fraudulent activities or in respect of any Transaction or for such other purposes relating or relevant thereto or as may be expressly notified to the Merchant by the Bank from time to time.
- 2.3 The Merchant shall obtain full and accurate authorizations, mandates, consents and approvals required by Applicable Law (including without limitation the PDPA) before submitting any information and data, including that of its relevant Payment Schemes and/or any third party, to the Bank for the disclosure of such Merchant's and Payment Scheme's applicable information including those contained in its Merchant Record, Scheme Payload and SGQR IDs to the Operator for its use, processing, archival and disclosure to service providers, members of the Scheme and their affiliates, customers and merchants, for the purpose of providing, maintaining and enhancing the Services and related services to members of the Scheme, their merchants and customers and to the public in the form of SGQR IDs, QR codes and SGQR Outputs and for such other purposes in connection with the Scheme as required by any of the Controllers, and shall comply and ensure compliance with all confidentiality, secrecy, data protection, and other requirements at law (including the PDPA). Without limitation to the foregoing, the Merchant agrees to keep all specifications relating to the QR Code and any information relating to the Controllers confidential and shall not give, divulge or reveal such information to any person, except where the Bank's prior written consent is obtained.

2.4 The Merchant understands in respect of any request or query in connection with the provision of the Services, the Bank may only disclose such information or act as permitted by the Owners.

3. Responsibilities of Merchant

3.1 The Merchant understands that the Services is a third party service that is neither owned nor operated by the Bank and that the provision of the Services necessitate the availability, operation and interface at the relevant time of a combination of systems, and that the Bank is reliant on the Operator and other Controllers for the provision of the Services, and that the Services will not be error-free or interruption-free but will be affected by needs for repairs, modifications, improvements, emergencies and other reasons. The Bank does not make any express or implied warranty in respect of any services, systems, procedures, services, or products in respect of the Services, whether from it or any third party service providers, including any warranties of merchantability, satisfactory quality, fitness for a particular purpose, and/or compliance with description.

3.2 The Bank does not make any express or implied warranty with respect to any security measures, security features and/or measures of the Services, or any procedures, services, or products of the Bank or any third party service provider, including any warranties of merchantability, satisfactory quality, fitness for a particular purpose, and/or compliance with description. The Merchant understands that any security measures used by the Bank are dependent on, the hardware and software products of third parties and the Bank shall not be liable in contract, tort or otherwise for any direct, indirect or consequential loss, damage, costs, expense or liability from any direct or indirect use of or reliance on any security measure and for any breakdown, unauthorised access or damage to the CR System.

3.3 The Merchant shall adopt all security measures required by the Bank and shall abide by all security standards informed by the Bank, including without limitation such relating to the use, issuance, generation and revocation of passwords, personal identification numbers, digital keys and/or digital certificates, and the installation and/or use of software, hardware and/or equipment and procedures and obligations relating to encryption and digital authentication.

3.4 The Merchant agrees to assist the Bank in such manner required by the Bank for the provision of the Services and in the event of any interruption or stoppage of the Services, to do all that is necessary to assist the Bank, the Operator, the Owners and their third party service providers to restore provision of the Services. In addition to the foregoing, the Merchant agrees to enter into such agreements with third party service providers of the Bank or the Controllers as directed by the Bank, for the provision of the Services.

3.5 The Merchant shall abide by all directives, guidelines and practices as informed by the Bank from time to time.

3.6 The Merchant shall not do anything which may hinder the Bank's provision of the Services or expose or potentially expose the Bank to any third party claims, including without limitation any claims from the Controllers or members of the Scheme.

3.7 The Merchant shall not acquire any rights in respect of Intellectual Property of the Bank or any member of the Scheme (including without limitation any of their names, logos or

marks) or any rights in the PayNow and/or UnionPay name or mark or in the SGQR name or the QR Code. The Merchant agrees that:

- (a) the Bank and the Controllers are granted a world-wide, royalty-free and irrevocable license to use any Intellectual Property it furnishes to the Bank for the purpose of providing the Services (the “**Permitted Use**”); and
- (b) the Bank has permission to furnish and license any Intellectual Property it furnishes to the Bank to the Controllers for the Permitted Use,

and further warrants and represents that:

- (c) it is the sole and absolute owner of the Intellectual Property it furnishes to the Bank or otherwise has obtained all necessary rights and licenses from the owners and proprietors of the Intellectual Property to grant the license and permissions as set out above; and
- (d) the Bank’s and the Controllers’ use of the Intellectual Property as set out above will not infringe the intellectual property rights or other rights of any third party,

and without limitation to the generality of anything herein, the Merchant shall indemnify the Bank and the Controllers from any losses, damages, costs, charges, expenses (including without limitation legal costs), claims, proceedings and actions incurred as a result of any breach of the foregoing warranties.

3.8 The Merchant agrees, in particular, that the Bank is not responsible for any loss, damage, costs, expense or liability arising from:

- (a) any outdated, obsolete or superseded QR Code generated or used by the Merchant;
- (b) any erroneous or incorrect QR Code issued or provided by the Operator and/or CR System;
- (c) any breakdown, deficiency or malfunction in any equipment, software or telecommunication system howsoever caused in connection with the provision of the Services;
- (d) any losses, damages, loss of profit, goodwill, reputation or business contracts, or any other form of economic loss suffered or incurred by the Merchant, however arising or caused in connection with the provision of the Services;
- (e) the acts or omissions of the Controllers or any third parties;
- (f) any delay, error, interruption, suspension, termination or stoppage of the Services;
- (g) any remedial or preventive or security measures undertaken by the Bank or the Controllers;
- (h) any Transaction;
- (i) any fault, negligence or fraudulent or dishonest act or omission of the Merchant or its officers, employees, agents, nominees or third party service providers; and
- (j) the fault, negligence or fraudulent or dishonest act or omission of the Controllers or their third party service providers.

3.9 The Merchant agrees that it is solely responsible for dealing with any dispute of whatsoever nature concerning any goods and/or services offered, supplied, sold, delivered and/or performed by or through the Merchant or which constitute the subject matter of a Transaction, including any dispute concerning the quality, nature and/or

price of any such goods and/or services. Under no circumstances shall the Bank have any liability arising out of any such dispute.

3.10 The Merchant agrees that the Bank and the Controllers shall be under no liability whatsoever for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with any:

- (a) erroneous, inaccurate, outdated or incomplete information provided by the Merchant, or CR messages created, amended, deleted or sent by any member of the Scheme, Merchant or any other person; and
- (b) reliance by any member of the Scheme, Merchant or any other person on the contents of any SGQR Output, information provided by the Merchant or CR messages,

and the Merchant further agrees that the Bank, the Controllers (and their respective officers, employees and agents) shall not be liable to the Merchant for any loss or damage to the Merchant resulting therefrom, including loss or damage to the reputation of the Merchant.

3.11 To such extent permitted by law, the Merchant shall indemnify the Bank within seven (7) days of demand for any and all losses, liabilities, damages, costs, charges and expenses (including legal costs), actions, demands and proceedings of whatsoever nature the Bank suffers or incurs in connection with:

- (a) any false, erroneous, inaccurate, incomplete or outdated information provided to the Bank;
- (b) any breach of the Merchant's representations, warranties and obligations in the Terms;
- (c) any printing or display of any QR Code which does not conform to the protocols or directives of the Bank or the Controllers;
- (d) any breach of Applicable Law;
- (e) any Transaction deemed or found by the Bank to be fraudulent or unauthorized;
- (f) any fraudulent, illegal or unlawful activity by the Merchant;
- (g) any acts or omissions of the Merchant's payors;
- (h) any claim brought by the Controllers, any member of the Scheme or any other person in respect of any matter relating to the Services or any Transaction; and
- (i) the Bank's contemplation of or execution, exercise or enforcement of any its rights, powers, remedies, authorities or discretions against the Merchant.

3.12 The Merchant shall be bound by all electronic communications, computer files, messages, documents and records generated by the CR System and the Bank's systems, situated in or outside of Singapore, in respect of its use of the Services and the Transactions, which shall be deemed to be valid, accurate and authentic, and final, conclusive and binding on the Merchant and its customers.

4. SGQR Deregistration and Suspension

4.1 The Merchant may stop or terminate its use of PayNow and/or UnionPay as a Payment Scheme and/or the SGQR Services by giving to the Bank not less than thirty (30) days' prior notice in writing and submitting an SGQR deregistration form where required by the Bank. In the event of termination of the Services for whatever reason, the Merchant agrees and undertakes to destroy and delete the QR Codes and upon the Bank's request, to give the Bank evidence of or certify such destruction and

deletion promptly at the Merchant's sole cost and expense. Upon termination, the Bank shall be entitled to update the CR Register, including the removal of any Scheme Payloads previously submitted by the Bank to the CR Register.

- 4.2 Notwithstanding anything in the Terms, the Merchant agrees that the Bank has the right to refuse to provide the Services and to immediately suspend or terminate the Services at its sole and absolute discretion, and in such event to delete any payloads submitted.
- 4.3 The Merchant understands that: (a) where a SGQR ID ceases to contain any Scheme Payload, such SGQR ID will be deactivated and de-registered from the CR System on or after the effective date of such cessation; and (b) where a Merchant Record ceases to contain any SGQR ID, such Merchant Record will be deactivated and de-registered from the CR System on or after the effective date of such cessation.
- 4.4 The Services shall be suspended for such time period as determined by the Bank and/or the Controllers by any event of *force majeure* i.e. any event beyond the control of the Bank, and in such event the Bank shall not be liable to the Merchant for being unable to perform any of its obligations in whole or in part. Such events of *force majeure* include but are not limited to failure of any mechanical, electronic or electrical or data processing system or equipment, including without limitation the Bank's and/or the Controllers' systems, machines and equipment which arises for whatsoever reason, including without limitation cyber-attacks or errant acts of any third parties.

5. General Provisions

- 5.1 The Bank may amend, modify and change the Terms at any time and from time to time at its sole and absolute discretion. In the event it does so, the Merchant shall comply with any revised or amended terms and conditions. The relevant amendment, modification or change will take effect from such date as notified by the Bank.
- 5.2 The Merchant shall not assign or transfer any or all of its rights, interests and benefits in respect of the Services or under the Terms without the prior written consent of the Bank. The Bank shall be entitled to assign and transfer any or all its rights, interests, benefits and obligations under the Terms to any person at any time.
- 5.3 No failure on the part of the Bank to exercise, and no delay on its part in exercising, any right or remedy will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in the Terms are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise). Any provision or breach of any provision of the Terms may be waived only if the Bank so agrees in writing. Any such waiver or consent by the Bank may be given subject to any conditions thought fit by the Bank and shall be effective only in the instance and for the purpose for which it is given.
- 5.4 If any provision in the Terms shall be, or at any time shall become, invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provision but the Terms shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 5.5 Any statement issued by the Bank and signed by any of its officers or solicitors as to any amount due or owing by the Merchant to the Bank in respect of any matter or account stated in such statement shall constitute conclusive evidence as against the

Merchant as to the amount due or owing in respect of the matter or account stated. Notwithstanding the foregoing, nothing in this clause shall prevent the Bank from correcting any error or discrepancy in such statement and issuing a substitute statement.

- 5.6 The Terms, the provision of the Services and any dispute relating thereto shall be governed by and subject to the laws of Singapore. The Merchant hereby submits to the exclusive jurisdiction of the courts of Singapore in all matters pertaining hereto but with full liberty for the Bank to commence proceedings in the courts of any other jurisdiction.
- 5.7 Every notice, demand, document or other communication required, given or made by the Bank to the Merchant, may be given by ordinary or registered post to or by leaving the same at the Merchant's business or registered office or last known address, by facsimile at the Merchant's last known or published facsimile number or as provided to the Bank, by electronic mail sent to such electronic mail address last known or provided to the Bank, by publication in the Bank's statement of account to the Merchant, by display at the Bank's branches, by publication in the Bank's website, by publication in a local newspaper, by telephone, by sms, by mms, by any other electronic means (including without limitation social media platforms) and/or by any means or media the Bank deems fit at its sole and absolute discretion. Such notice, demand, document or communication shall be deemed to be received by the Merchant at the time of delivery (where by leaving), on the date immediately after the date of posting (if by post), upon documentary confirmation of transmission (if by facsimile), at time of sending (if by electronic mail, electronic means, sms or mms or other electronic means), at time of publication or display (if by statement of account, website or newspaper or display at the Bank's branches) or at the time of receipt of the call (where by telephone).
- 5.8 The Bank may serve a writ of summons, statement of claim, statutory demand, bankruptcy application or any legal, enforcement or originating process in respect of any claim, action or proceeding on the Merchant by leaving it at or by posting it to or dispatching it by facsimile transmission, electronic mail or other internet or online communication channels (which may include without limitation messages sent via postings, messaging or chat systems on social media or other online services) to the Merchant's addresses, electronic mail addresses or user accounts (as the case may be) or that of its directors or partners as provided by the Merchant or last known to the Bank. The Merchant agrees that such writ of summons, statement of claim, statutory demand, bankruptcy application or legal, enforcement or originating process shall be deemed to be served: (a) if by leaving, when it was left at the address; (b) if by post, on the day immediately following the date of dispatch; and (c) if sent by facsimile transmission, electronic mail or through the internet or online communication channels, immediately on dispatch. Nothing in this clause shall affect the Bank's right to serve legal process by any other manner permitted by law.
- 5.9 Without prejudice to all rights of the Bank to disclose information relating to the Merchant, the Merchant hereby irrevocably permits the Bank, its officers, employees, agents and third party service providers to disclose (whether with or without notice to the Merchant and whether orally or in writing) any information whatsoever concerning any matters or Transactions (including personal data comprised in any information submitted by the Merchant or Transactions) to:
- (a) its Related Entities, their officers, employees, agents and third party service providers;

- (b) any auditor of the Bank or the Merchant;
- (c) the Commissioner of Stamp Duties, the Registrar of Companies, Registrar of Businesses, Registrar of Titles, Registrar of Deeds and /or any other government officials or departments or relevant bodies to whom the Bank deems fit to disclose information;
- (d) any taxation authority or body in accordance with such standards applicable to it;
- (e) any insurer, reinsurer and insurance broker;
- (f) any service provider or any other related person including third party service providers, sales and telemarketing agencies, business partners or otherwise under conditions of confidentiality imposed on such service providers, for the purposes of data processing or providing any service on behalf of the Bank to the Merchant or in connection with such outsourcing arrangements the Bank may have with any third party where the Bank has outsourced certain functions to the third party;
- (g) the Controllers, any members of the Scheme and their merchants;
- (h) any nominee, trustee, co-trustee, centralised securities depository or registrar, custodian, estate agent, solicitor or other person who is involved with the provision of services or products by the Bank to the Merchant;
- (i) any lawyers, auditors, tax advisors, investment banks and other professional advisors who are restricted to the nature of the business relationship in which the Merchant is involved with the Bank;
- (j) any proposed transferee or assignee of, or participant or sub-participant in, any rights and obligations of the Bank and any security therefor for any purposes connected with such proposed transfer or assignment;
- (k) any debt collection agency or person engaged by the Bank to collect any sums of money owing to the Bank from the Merchant;
- (l) any person to whom the Bank is required by the applicable legal, governmental or regulatory requirements to make disclosure to;
- (m) the Merchant's agent, executor or administrator, receiver, manager, judicial manager and/or any person in connection with any compromise or arrangement or any insolvency proceeding relating to the Merchant;
- (n) any of the Merchant's directors (in the case of a company) or partners (in the case of a partnership, limited partnership or limited liability partnership) and authorized signatories;
- (o) any other person to whom disclosure is permitted or required by law;
- (p) any solicitor acting for the Bank, the Merchant or any customer of the Bank or Merchant; and
- (q) other banks, financial institutions, credit bureaus (including but not limited to the Credit Bureau (Singapore) Pte Ltd) or credit reference agents or to any court or regulatory authorities or agencies or government or persons the Bank deems fit in its sole and absolute discretion whether in Singapore or any other applicable jurisdiction.

This clause is not and shall not be deemed to constitute, an express or implied agreement by the Bank with the Merchant for a higher degree of confidentiality than that prescribed in law. The consent and the Bank's rights under this clause are in addition to and are not affected by any other agreement with the Merchant and shall survive the termination of the Agreement.

5.10 A person who or which is not party to the Terms shall not have any right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any provision of the Terms or any right in respect of the Services.

- 5.11 Notwithstanding the termination of the Services for any reason, all indemnities and obligations under the Terms, which, by their terms are to survive such termination shall continue in full force till all liabilities, monies or claims due from the Merchant to the Bank are fully satisfied. Without limitation to the generality of the foregoing, it is expressly acknowledged by the Merchant that the obligations, indemnities and terms under clauses 1.5, 2.1, 2.2, 3.1, 3.2, 3.6 to 3.12, 4.2, 4.3, 5.3 to 5.9, 6.1 to 6.3 of these terms and conditions and the provisions in all application form(s) submitted by the Merchant which relate to personal data shall survive regardless of any termination of the Services. Termination of the Services for any reason shall not release the Merchant from any liability which, at the time of such termination, has already accrued prior to termination.
- 5.12 The Services shall be subject to, and these Terms are in addition to, all of the Bank's standard terms and conditions relating to banking facilities, accounts and services and online banking services as supplemented, substituted, revised or modified from time to time, and the Merchant agrees to be bound by the same. In the event of any inconsistency between the Terms and any other applicable terms and conditions, unless otherwise determined by the Bank, the Terms shall prevail. In the event of any inconsistency between the terms and conditions in the application form submitted by the Merchant or these terms and conditions, these terms and conditions shall prevail.

6. Fees and Charges

- 6.1 The Merchant shall pay all charges and fees agreed with or imposed by the Bank from time to time in connection with the provision of the Services. The Merchant irrevocably authorises the Bank to debit at any time and from time to time any account of the Merchant with the Bank with any amount due or owed to the Bank from or by the Merchant.
- 6.2 The Bank may at any time and without notice to the Merchant, deduct from or set off against any payment or sum due to the Merchant, any amount due from the Merchant to the Bank, whether in respect of the Services or otherwise and whether as damages or otherwise. The Bank may for such purpose convert into Singapore currency at such rate as may be determined by the Bank at its sole discretion any sum due to or from the Merchant.
- 6.3 The Merchant shall bear and pay any and all taxes, duties, withholdings or levies (including without limitation goods and services tax) imposed on any Transaction or any payment made pursuant to the Terms. In the event the Bank decides at its sole and absolute discretion to make payment of such, the Merchant shall reimburse the Bank on demand for any and all amounts paid by the Bank on an indemnity basis.

7. Definitions

The following words shall have the meanings as follows and the following rules of interpretation will apply:

- (a) "**Applicable Law**" means such laws and regulations, subsidiary legislation, court orders, directives, guidelines, requests and/or requirements of any court, tribunal, regulatory authority, supervisory or tax authority and/or government authority (including without limitation the MAS), whether or not such have the force of law, in Singapore and any other jurisdiction;

- (b) “**Controllers**” means the Operator, the Owners and their respective service providers (including any host for the CR) and/or any agents, nominees, officers or employees of the foregoing;
- (c) “**CR**” means the SGQR central repository processes comprised in CR Services;
- (d) “**CR Register**” means the register of unique SGQR IDs and SGQR Outputs, hosted in the database maintained in the CR System and managed by the Operator;
- (e) “**CR Services**” means means the CR services provided by the Operator to the Owners and members of the Scheme;
- (f) “**CR System**” means the system maintained and operated by the Operator for access and use by members of the Scheme in connection with CR Services;
- (g) “**IMDA**” means the Infocomm Media Development Authority as established under the Info-communications Media Development Authority Act 2016;
- (h) “**Intellectual Property**” means any patents, copyright, trademarks, service marks, registered designs, all registrations, applications, disclosures, renewals, extensions, continuations or reissues for any of the foregoing, unregistered design rights, confidential and proprietary information, trade and business names, domain names and other similar protected rights or intangible assets recognized by any laws, or international conventions in any country or jurisdictions in the world, and includes in particular but without limitation, any payment trademark, payment trade names and payment logos;
- (i) “**MAS**” means the Monetary Authority of Singapore as established under the Monetary Authority of Singapore Act (Cap 186);
- (j) “**Merchant**” means a business customer of the Bank which has registered its PayNow and/or UnionPay corporate proxy with the Bank and which has submitted an application form to the Bank for the provision of the Services;
- (k) “**Merchant Record**” means a Merchant’s record on the CR Register, comprising such Merchant’s unique entity number or other identification, registered name, base currency, merchant category code, and other particulars, as may be specified in the manuals of the Operator;
- (l) “**Operator**” means the operator of the Scheme;
- (m) “**Owners**” means the legal entities which own the Scheme, decides on the member rules relating to the SGQR and leads or co-leads the SGQR Taskforce, being MAS and IMDA, or such other entity or entities as MAS and IMDA may appoint in their stead by written notice to the Operator;
- (n) “**Payment Scheme**” means a payment service provider, payment scheme, card scheme or card association, or any other entity which is approved by the Owners for participation in the Scheme;
- (o) “**PDPA**” means the Personal Data Protection Act 2012 (Act 26 of 2012) and any and all subsidiary legislation passed thereunder;

- (p) “**Related Entity**” means any of the Bank's offices, branches, related corporations, associates or affiliates;
- (q) “**Scheme**” means the Singapore Quick Response Code Scheme as may be known in the future by any other name;
- (r) “**Scheme Payload**” means such payment processing and related information of a Merchant's selected Payment Scheme;
- (s) “**SGQR ID**” means the Merchant's unique identification in the CR for one or more of its business locations, comprising its Merchant Record, business address, Scheme Payload, and such other particulars as may be specified in the manuals of the Operator;
- (t) “**SGQR Output**” means any file, data or output which is either (as applicable) provided by the Operator to the Bank or any member of the Scheme, or generated by the Bank or any member of the Scheme, and where the output format has been approved by the Owners;
- (u) “**Transaction**” means any payment to be made to the Merchant by any person effected with the assistance of and through the Scheme;
- (v) references to “**the Merchant**” shall where permissible in the context, include references to the Merchant's agents, employees, officers, representatives, nominees and third party contractors;
- (w) words importing the singular number only shall include the plural number and vice versa;
- (x) words importing only one gender shall include any gender and the neuter gender;
- (y) references to a person shall be construed as including an individual, firm, company, corporation, government, unincorporated body of persons, state or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (z) references to any party shall include its successors-in-title, assigns, transferees and/or personal representatives;
- (aa) references to a day, month or year shall unless otherwise stated be construed by reference to the Gregorian calendar; and
- (bb) any reference to any statute or legislation shall be deemed a reference to such statute or legislation as amended from time to time or to a newly adopted statute or legislation replacing a repealed statute or legislation and be deemed to include any subsidiary legislation made thereunder.