

**TERMS AND CONDITIONS  
FOR OPENING & OPERATING A BETTING ACCOUNT  
(POOLZCONNECT PLATINUM ACCOUNT)**

---

***PART A: TERMS AND CONDITIONS FOR OPENING & OPERATING OF A BETTING ACCOUNT***

**OPENING OF ACCOUNT**

1. In opening an account (“Account”) with Singapore Pools (Private) Limited (the “Company”) for placing bet(s) via telephone or any other communication device(s) through the Account Betting System (the “ABS”), the applicant agrees to be bound by the Game Rules for the Toto Game, the 4-Digit Numbers Game, SCORE and STRIKE! Football Betting Games, and/or applicable terms in the Singapore Totalisator Scheme published pursuant to Section 11(1) of the Singapore Totalisator Board Act (Cap 305A), and/or rules for any other Games, (as may be amended from time to time and all collectively called the “Rules”).
2. The Account Holder shall open only one Account and operate the Account singly in his/her own name. Joint applications will not be accepted. The Account is personal to the Account Holder and is non-transferable. The Company reserves the right to suspend and/or close the Account and cancel any transaction effected by the Account Holder in the event the Account Holder is found to have opened multiple accounts in his/her name by whatever means, or in the event the Account Holder has provided any inaccurate or false information to the Company in opening the Account.
3. In opening the Account, the Account Holder shall provide such personal particulars, statements and declarations as to the Account Holder’s financial status and/or situation as the Company may require and notify the Company of any subsequent changes to those particulars, statements and declarations. Until any notice of change of such particulars, statements and declarations is given to the Company in writing, the Company shall be entitled to rely on the personal particulars, statements and declarations provided by the Account Holder (which the Account Holder hereby warrants are true and accurate in all respects) and all correspondence sent to the last known address of the Account Holder by the Company, shall be deemed acknowledged by the Account Holder.
4. The Account Holder must not be under 21 years of age, and shall meet any other requirements as may be stipulated by the Company from time to time.
5. The Company reserves the right to reject the application for opening an Account without giving any reason whatsoever.

## **NOMINATED BANK ACCOUNT**

6. Subject to Clause 12 below, the Account Holder shall nominate a bank account with a participating bank with the Company within Singapore (“Nominated Bank Account”), in which the Account Holder shall maintain a minimum deposit balance as may be stipulated by the Company from time to time in its sole and absolute discretion, if any. The Account Holder warrants that the Nominated Bank Account is his/ her personal bank account. Until any notice of change of the Nominated Bank Account is received by the Company, the Company shall be entitled to rely on the Company’s records of such Nominated Bank Account.
7. The Company shall withdraw or set-off any amount pertaining to any bet(s) placed by the Account Holder from the Account. In the event of insufficient funds in the Account, the Company shall first use the funds in the Account and then withdraw or set-off the difference due from the Nominated Bank Account. The Account Holder shall allow the Company to deposit any amount into the Account and/or the Nominated Bank Account, in accordance with the procedures and subject to such limits and/or terms as may be stipulated by the Company from time to time. The Account Holder shall execute a Direct Debit Payment Authorisation (“DDA”) and, where applicable, an Earmark Authorisation (“EA”), with the nominated bank in respect of the withdrawal or set-off from the Nominated Bank Account, provided always that the nominated bank may impose any limit or term on the amount to be transferred under DDA or earmarked under the EA, if applicable. The amount to be earmarked under the EA shall be known as the Minimum Deposit Balance. The Company shall have the right not to require the Account Holder to maintain any Minimum Deposit Balance in the Nominated Bank Account.
8. The Account Holder shall inform the Company of the Minimum Deposit Balance earmarked under the EA (if any) and/or of any instructions from the Account Holder to the nominated bank pertaining to the Nominated Bank Account, and from time to time, of any changes thereto. Until any notice of such changes is received by the Company, the Company shall be entitled to rely on the information already provided by the Account Holder (which the Account Holder hereby warrants to be true and accurate in all respects).
9. The Company may from time to time and at its option, allow the Account Holder to make withdrawals from or deposits into the Account, to maintain funds in the Account, and/or to transfer funds from the Account to his/her Nominated Bank Account or vice versa, in accordance with such procedures and subject to such limits and/or terms as may be stipulated by the Company. The Account Holder acknowledges and agrees that due to system and/or operational constraints, his/her instructions to withdraw or deposit funds from/into the Account or to transfer funds from the Account to his/her Nominated Bank Account or vice versa may not be effected immediately, and that there may be a lapse in the time between the debiting of an Account or Nominated Bank Account and the crediting of the corresponding Account or Nominated Bank Account. In addition, the

Account Holder acknowledges and agrees that the intervals and periods during which such funds transfers may be effected may vary from time to time.

10. The Account Holder shall bear any fees, costs or any other charges pertaining to the Account as the Company may stipulate from time to time and bear the charges for the DDA and/or the EA (if any) as may be imposed by any bank (on the Account Holder and/or the Company) from time to time, in relation to the operation and use of the Account and/or the Nominated Bank Account.
11. The Account Holder agrees that no interest will be paid by the Company on any deposit balance in the Nominated Bank Account and/or the Account.
12. Notwithstanding the above, the Company may in its sole and absolute discretion, and in lieu of the Minimum Deposit Balance to be maintained in the Nominated Bank Account, accept an unconditional guarantee from a financial institution approved by the Company, of such amount as may be stipulated by the Company from time to time (the “Unconditional Guarantee”).
13. The Account Holder shall authorize all relevant parties (including but not limited to the nominated bank and/or the financial institution from which the Unconditional Guarantee is obtained, as the case may be) to provide access to the Company to any and all information relating to the Account Holder and/or the Nominated Bank Account and/or the Unconditional Guarantee (including but not limited to the balance in the Nominated Bank Account; and/or other relevant particulars of the Nominated Bank Account and/or the Unconditional Guarantee as the case may be).
14. The Account Holder shall authorize and give consent to the Company to disclose and/or release any information relating to the Account Holder and/or the Account and/or the Nominated Bank Account to any other party or source as the Company may from time to time deem fit at the Company’s own discretion and without any liability or notice to the Account Holder.
15. The Company may from time to time and at its option, make available to the Account Holder, other means of topping up of funds in the Account (eg. by cash or electronic means such as e-Nets), in accordance with such procedures and subject to such limits and/or terms as may be stipulated by the Company.

#### **ACCOUNT OPENING CONFIRMATION**

16. Upon approval of the Account, the Company will issue to the Account Holder, an Account Number (“AN”), a Personal Identification Number (“PIN”) and/or an account

opening confirmation containing details of his/her Account and/or any other information for the opening of the Account.

17. It shall be the responsibility of the Account Holder to:
  - (a) check that all entries in the account opening confirmation are correct; and
  - (b) report to the Company any errors or omissions in the information contained in the account opening confirmation within seven (7) days from the date thereof, failing which the Company shall be discharged from all obligations to make corrections to the Account.

## **OPERATING THE ACCOUNT**

18. Unless otherwise stipulated by the Company in its sole and absolute discretion, no credit will be provided or extended to the Account Holder for placing bets. Subject to any withdrawal limits which the Company and/or the nominated bank may impose, only the amount in the Account and in the Nominated Bank Account shall be available for placing bets. In the case where the Account Holder is required to maintain a Minimum Deposit Balance, only the amount in the Nominated Bank Account over and above the Minimum Deposit Balance, shall be available for placing bets.
19. The Account Holder shall place his/her bet(s) through the assistance of the Interactive Voice Response (“IVR”) System or the Company’s designated employee(s), as may be made available by the Company at its discretion from time to time, in accordance with the procedures stipulated by the Company from time to time. The minimum stake (that is the minimum bet amount) which the Account Holder shall place each time through the ABS is S\$25 or such other amounts as may be otherwise stipulated by the Company.
20. The Company endeavours to maintain a high operating standard of ABS, but shall be under no liability to the Account Holder for any failure(s) that occur, whether the failure(s) is/are due to technical, human or any other reasons, or whether the failure(s) is/are due to the computer systems used, the operation of the computer systems, the operator of the computer systems or otherwise. Notwithstanding anything in this Agreement, and without prejudice to the generality of the foregoing, the Account Holder agrees that all bet(s) placed within a particular transaction shall be deemed to be unsuccessful and shall be rejected by the Company:
  - (a) in the event the DDA for the Nominated Bank Account fails for any reason whatsoever including but not limited to failures caused by time-out in computer systems; or
  - (b) in the event of failure/breakdown in the ABS whereby bet(s) placed by the Account Holder through the ABS cannot be accepted by the ABS and/or does not result in a completed successful betting transaction for any reason whatsoever.

In such event, the Company may in its sole and absolute discretion credit the equivalent stake money that was previously debited for such bet(s) to the Account.

21. The Account Holder agrees that the Company may but is under no obligation to process or accept any or all bet(s) placed within the particular transaction if the participant fails, for any reason whatsoever, to comply with the bet placement procedure as may be stipulated by the Company from time to time. The Account Holder shall be deemed to have accepted such bet(s) so processed or accepted by the Company and agrees to be bound by such bet(s).
22. The Company reserves the right not to accept the whole or part of any bet placed by the Account Holder in any medium in respect of the Account without giving any reason whatsoever. The Company shall not be liable for any loss, damage, costs or expenses suffered by the Account Holder as a result of any such non-acceptance by the Company.

#### **USE OF THE ACCOUNT NUMBER AND PERSONAL IDENTIFICATION NUMBER**

23. The AN and PIN shall be used by the Account Holder and for authentication purposes by the Company:
  - (a) whenever the Account Holder places his/her bet(s) through the Account; or
  - (b) whenever the Account Holder accesses other Account-related services offered by the Company via the IVR System, internet and/or any other electronic media.
24. The Account Holder shall be responsible for all bank charges incurred in relation to any bet(s) placed by the Account Holder through the ABS, whether or not the bet placement(s) results in a completed successful betting transaction.
25. The Account Holder shall be responsible for all bet(s) placed through the Account so long as the instructions to place the bet(s) through the ABS has/have been authenticated by the AN and the corresponding PIN. The Company shall not be responsible for any claim, loss or damage arising from any use of the Account (whether authorized or otherwise) by a third party.
26. The Account Holder shall be solely responsible for the security of the information of the Account and any applicable security information. The Account Holder shall take all necessary measures to ensure that the AN and PIN are kept confidential at all times. The Company shall not be responsible or liable to the Account Holder or any third party for any loss or claim or damage whatsoever arising from the unauthorised use of the AN, PIN or Account. In the event that a third party places a bet with the Company using the Account, the Company shall be entitled but shall not be obliged to honour such bet, whether or not the alleged third party had the prior consent or knowledge of the Account

Holder or has misappropriated information relating to the Account of the Account Holder.

27. The Company reserves the right to invalidate the AN and/or PIN for any reason, without notice to the Account Holder.

## **ACCOUNT HOLDER'S INSTRUCTIONS**

28. In the event the instruction(s) given by the Account Holder to the Company is regarded by the Company to be ambiguous, contradictory or conflicting, the Company may either regard these instructions as void, or may act upon these instructions based on good faith and on assumptions as to what such instructions mean. The Account Holder agrees to waive and release the Company from any and all claims and to indemnify the Company against all losses, damages, costs, expenses and liability suffered by the Company as a result of the Company regarding the instructions as void, or acting in the abovementioned manner.
29. The Account Holder agrees that the Company is not required to seek further authority from the Account Holder in respect of all instructions authenticated by the AN and PIN. The Account Holder agrees that the Company is entitled to, at its sole and absolute discretion, verify any instruction received that purportedly originate from the Account Holder, before acting in accordance with such instructions, and the Company reserves its rights not to proceed with any such instructions if such instructions cannot be so verified. The Company shall not be held liable for any loss arising out of or in connection with the Company acting in accordance with or not acting in accordance with such authorisation or taking instructions from the Account Holder or any person purporting to be the Account Holder. Further, the Account Holder shall inform the Company immediately if the Account Holder believes that the Account is being misused by a third party, so that the Company may suspend the Account upon the terms of the Company.

## **PRIZE PAYMENTS**

30. Where the Account Holder is entitled to prize payments in accordance with the applicable Rules, the prize payments will be transferred/credited to the Account at such time and in such intervals as may be determined by the Company at its discretion. Prize payments which have been erroneously transferred/ credited to the Account Holder are recoverable from the Account Holder. In such event, the Company shall be entitled at any time to commence legal proceedings or take such action as it deems fit to recover any excess payment made to the Account Holder, including but not limited to setting off such excess payment against funds in the Account.

31. Where there is evidence of any rigging of any event which is the subject of any bets or wagers placed with the Company, the Company reserves the right to withhold payment pending the outcome of any subsequent investigation, and/or ultimately declare bets/wagers on that event as void. In that event, the Company shall return to the Account, any balance of funds used in placing such bet(s)/wager(s) after deducting any fees, costs or charges as may be levied by the Company in its sole and absolute discretion for processing such bet(s)/wager(s).

### **TRANSFER OF FUNDS**

32. Subject to such procedures and limits as may be imposed by the Company, the funds in the Account may be transferred to the Nominated Bank Account according to the Company's default funds transfer settings or at such periodic intervals as may be offered by the Company and selected by the Account Holder. The Company may from time to time and if it deems fit, allow the Account Holder to suspend the transfer/credit of funds to the Nominated Bank Account at such periodic intervals and to instead instruct that the funds in the Account be maintained therein until such time as may be agreed between the Company and the Account Holder.

### **TERMINATION OF ACCOUNT**

33. The Company may in its sole and absolute discretion freeze, suspend, terminate and/or close the Account at any time, without giving any reason whatsoever.
34. The Account Holder may close the Account, provided always that a one (1) month's written notice of termination is given by the Account Holder to the Company. Any termination effected by the Account Holder or the Company, shall not affect any outstanding bets and is without prejudice to any antecedent breaches committed by or accrued liabilities of, the Account Holder.

### **RESPONSIBILITIES OF THE ACCOUNT HOLDER**

35. The Account Holder shall in all circumstances accept full responsibility for all instructions sent and received by the Company (whether via telephone (voice or data), telex, facsimile, computer or any other electronic devices). The Account Holder acknowledges that the telephone, telex, facsimile, computer transmissions, or any other transmissions by any other electronic devices are not secure means of giving payment

instructions, may be susceptible to errors (whether due to technical, human or other reasons), and that the Account Holder is aware of the risks involved in such transactions. In accepting and processing these instructions from the Account Holder, the Company shall not be liable for any loss suffered by the Account Holder, and the Company is not required to seek further authority from the Account Holder, as such instructions as processed by the Company (whether accurately or erroneously for whatever reasons) shall be valid and binding on the Account Holder. The Company also reserves the right not to accept any instructions from the Account Holder without giving any reason whatsoever.

36. The Account Holder shall be deemed fully aware of the status of his/her Account at all times. Unless there is the required sufficient fund balance in the Account or in his/her Nominated Bank Account to pay for the bet(s), such bet(s) placed by the Account Holder shall not be accepted, and shall be deemed void notwithstanding that the instructions to process the bet(s) have been acknowledged by the Company. The Company shall return to the Account any balance of funds used in such bet(s), less any miscellaneous costs or charges incurred as a result of such void bet(s) being executed.
37. By placing a bet through the ABS, the Account Holder is deemed to have made an offer to bet with the Company, which the Company may choose to accept or reject at its sole and absolute discretion. Unless otherwise permitted by the Company, the Account Holder shall not withdraw his offer to bet or make any changes to the details of his bet while the Company is processing the Account Holder's bet, and pending the Company's acceptance or rejection of the Account Holder's offer to bet. Where the stake originally placed by the Account Holder is not accepted by the Company, and the Company instead makes an offer to the Account Holder to accept a modified bet ("Counter Offer") (including without limitation, a bet for a lower stake amount, different odds or different number selections, or different bet types), the Account Holder will be given the option to either accept or reject the Counter Offer. It is the responsibility of the Account Holder to ensure that details of any bet(s) placed with the Company (including the Counter Offer that is accepted by the Account Holder) are correct, to await notification from the Company as to whether the Account Holder's original offer to bet is accepted or rejected, and to check on the status of his offer to bet (and where applicable, of a Counter Offer) via the bet history records as may be provided by the Company. Every bet which the Account Holder originally places with the Company may be accepted by the Company if the Account is debited successfully for a bet and the Company receives confirmation from the ABS that the betting transaction is successful. Every Counter Offer that is accepted by the Account Holder shall be conclusive and binding on the Account Holder. All original bet(s) accepted by the Company and all Counter Offers accepted by the Account Holder shall be irrevocable and cannot be changed, cancelled or withdrawn by the Account Holder, unless otherwise agreed between the Company and the Account Holder.

38. The Account Holder agrees to be fully and personally liable for the due settlement of every bet placed under the Account. In the event that the Nominated Bank Account is closed or no longer open, the Company may inform the Account Holder in writing that the Nominated Bank Account has been closed and if any credit balance in the Account is not claimed by a specified time to be determined by the Company, it shall be forfeited. If there is any debit balance in the Account, the Account Holder shall settle the amount in full forthwith upon receiving the notice in writing by the Company that the Nominated Bank Account has been closed.
39. The Account Holder agrees that his/her bet placements are not in reliance on any representations, advices, views, opinions, statements, suggestions, recommendations or information made by the Company's employees, servants, agents or contractors. The Account Holder acknowledges that the Company's employees, servants, agents or contractors in so giving any representations, advices, views, opinions, statements, suggestions, recommendations or information are not doing so on behalf of the Company. Any such representations, advices, views, opinions, statements, suggestions, recommendations or information, if given, must therefore be regarded as having been made in the person's own private capacity. In any event, the Account Holder agrees not to hold the Company (whether directly or indirectly) liable for any loss suffered by the Account Holder as a result of reliance on such representations, advices, views, opinions, statements, suggestions, recommendations or information.
40. The Account Holder shall not participate or attempt to participate in any betting or usage of the Account by methods, means or ways not intended or permitted by the Company, in particular by placing bet(s) using accounts other than the Account of the Account Holder, or by allowing any third parties to place bet(s) using the Account of the Account Holder.
41. Access to and/or betting with the Company through the ABS may not be legal and/or may be prohibited by law for some or all residents of or persons present in some jurisdictions. For the avoidance of doubt, the Company wishes to emphasise that the ABS is not to be used for betting or any other purposes which are prohibited by applicable law. As such, the Account Holder is advised that it is his/her sole responsibility to check the laws in each jurisdiction to ensure that he/she would be acting legally in the applicable jurisdiction, before placing a bet through the ABS.
42. It may be unlawful by the laws of some jurisdictions for gambling-related articles or materials to be posted, conveyed or communicated by post or by any other means. Where the Applicant provides a foreign address to the Company pursuant to these Terms and Conditions, the Applicant warrants and represents that it is permissible under the laws of the foreign jurisdiction where the foreign address provided is located, for the Company to post, convey or communicate by post or any other means any article or materials arising from or related to the application for the opening of, and/or the operation of, the Account (hereinafter the "Materials"). The Applicant shall indemnify and hold the Company harmless from and against any loss, damage, cost, liability or

expense (including legal fees), whether direct or indirect, arising from the reliance by the Company of the foregoing warranty and representation by the Applicant. Notwithstanding the above, the Company may, in its sole and absolute discretion, decide not to send any Materials to the foreign address provided by the Applicant. In such event, the Company shall not in any way be liable to the Applicant for any damage, loss or expenses suffered or incurred arising or resulting from the Company's decision thereof.

## **LIABILITIES**

43. The Account Holder shall not hold the Company liable for any loss or damage whatsoever incurred by the Account Holder as a result of the use and operation of the Account, whether by the Account Holder or otherwise.
44. The Company shall not be liable to the Account Holder for any failure, error or delay on the part of the Company in debiting or crediting to the Nominated Bank Account any funds, winnings, prize payments or otherwise in implementing the transfer of funds to the Nominated Bank Account notwithstanding the failure, error or delay is due to the malfunctioning of the Company's systems, equipment, or of any computer systems, or the negligent, willful or malicious act of the Company. In addition, the Company shall not be liable to the Account Holder for any failure, error or delay from onerous and/or erroneous banking transactions (which may result in loss to the Account Holder) between banks, be it local or foreign banks. Further, the Company shall be entitled to debit the Account or the Nominated Bank Account for any shortfall or amount owed to the Company arising from errors committed by the Company, without advance notice to the Account Holder of such debiting, and the Company shall not be liable to the Account Holder in respect thereof.
45. The Account Holder shall indemnify and keep indemnified the Company from and against all actions, demands, liabilities, obligations, losses, damages, costs (including but not limited to interests, legal fees on an indemnity basis and expenses of whatever nature, whether actual or contingent) suffered or incurred, sustained by or threatened against the Company whatsoever and howsoever arising from or in connection with or in any way relating to the acceptance of the Company in good faith of any payment instructions received via telephone, facsimile transmissions or otherwise, given or signed by or on behalf of the Account Holder; or in consequence of the Account Holder's non-observance or breach of the Rules and/or these Terms and Conditions.
46. In no event shall the Company be liable for lost profits or any special, indirect, incidental, consequential or other loss or damage whatsoever and howsoever arising out of or in connection with the services herein provided by the Company.

47. The Company shall not be liable in any way to the Account Holder in the event of force majeure, or for the act of God, or for the act of any Government or legal authority, or for the failure of or damage or destruction to, any computer systems, data, records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or management of any telecommunications or for failure, breakdown, interruption or malfunctioning of any computer hardware or software or internet or other communications media, or for any delay, interruption or failure in the performance of its services herein, including but not limited to, situations caused by poor transmission or interference in the transmission of instructions.

## MISCELLANEOUS

48. A reference to the Company includes its employees, servants, agents, contractors and representatives, and/or any of the Company's successors and assigns.
49. In the event of death of the Account Holder, the Company shall be absolutely protected and free from any liabilities in acting in relation to the Account under the Rules, and/or these Terms and Conditions until the Company receives actual notice of death from the legal representative(s) of the deceased Account Holder. In the event of death of the Account Holder, the legal representative(s) will alone be recognized by the Company as having authority to act under the Rules, and/or these Terms and Conditions for the deceased Account Holder.
50. Nothing in the Rules, and/or these Terms and Conditions shall create a partnership or joint venture between the Account Holder and the Company, and neither party shall be deemed an agent, partner or employee of the other party in connection with the performance of any obligations under the Rules, and/or these Terms and Conditions. Each party shall be an independent contracting party. Nothing in the Rules, and/or these Terms and Conditions shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the parties.
51. If any term or provision of the Rules, and/or these Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Rules, and/or these Terms and Conditions shall not be affected.
52. The failure by the Company to enforce at any time the provisions of the Rules, and/or these Terms and Conditions or any rights in respect thereto shall in no way be considered to be a waiver of such provisions or rights, or in any way affect the validity of the Rules, and/or these Terms and Conditions.
53. The Account Holder may not and shall not assign the whole or any part of his/her interests under the Account to any other party.

54. The Company reserves the right to amend the Rules, and/or these Terms and Conditions from time to time. Copies of the current Rules, and/or these Terms and Conditions are available for inspection at the Company's premises at 1 Selegie Road, #01-01, PoMo, Singapore 188306. It is the responsibility of the Account Holder to check these Rules, and/or these Terms and Conditions, and the Account Holder's continued use of the ABS shall be deemed to be the Account Holder's acceptance of any changes to the Rules, and/or these Terms and Conditions.
55. A person who is not a party to this contract between the Account Holder and the Company under the Rules, and these Terms and Conditions, shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B).

#### **GOVERNING LAW AND JURISDICTION**

56. The Account and the operation thereof, and these Terms and Conditions shall be governed by the laws of Singapore, and the Account Holder hereby agrees to submit to the non-exclusive jurisdiction of the Courts of Singapore.

#### **PROHIBITION AGAINST USE OF ACCOUNT FOR CRIMINAL PURPOSES**

57. The Account Holder shall not use the Account for the purposes of money laundering, terrorism or any other criminal or unlawful activity ("the Prohibited Purposes"). The Company reserves the right to freeze, suspend, terminate and/or close the Account without notice, and/or to refuse, discontinue or reverse any betting placed through the ABS should the Company have reasons to believe that the Account has been used for the Prohibited Purposes. The Account Holder shall be deemed aware of the legal consequences of engaging in any activity relating to the Prohibited Purposes, including but not limited to criminal liability under the Corruption, Drug Trafficking And Other Serious Crimes (Confiscation of Benefits) Act (Chapter 84A).

***PART B: DIRECT DEBIT PAYMENT AUTHORISATION TERMS & CONDITIONS***

1. Definitions:
  - (a) In these terms and conditions, “I”, “my” or “me” means the “Customer” and “you” or “your” means the “Bank”.
  - (b) The term “Billing Organization” or “BO” means Singapore Pools (Private) Limited and its successors-in-title.
  - (c) The term “Bank” means DBS Bank Ltd, Oversea-Chinese Banking Corporation Limited or United Overseas Bank Limited and its successors-in-title as selected by me in the Earmark Authorisation Form and in this Application for Direct Debit Payment Authorisation Form.
  - (d) “Account” means the account which has been designated by me as the account to be debited in the Application for Direct Debit Payment Authorisation Form.
2. Under this Direct Debit Payment Authorisation, I hereby instruct you to give effect to and to carry out the BO’s instructions to debit my Account for such amount to be paid to such account of the BO as specified in the Application for Direct Debit Payment Authorisation Form. You shall be under no obligations whatsoever to ascertain whether or not such sums as claimed by the BO from time to time are valid, or correct or payable by me nor shall you be under a duty to ensure that funds withdrawn from my Account are actually applied for the purpose for which they were withdrawn. You shall be entitled to rely and act on the BO’s instructions given to you and shall not be obliged to verify the accuracy, adequacy and completeness of such instructions. You shall be under no obligation to investigate the authenticity or authority of any of the BO’s instructions provided that the instructions are given or purportedly given by the BO. You shall not be liable for any loss or damage suffered by me as a result of the BO’s instructions being inaccurate, inadequate or incomplete instructions or the negligence, fraud or default by the BO and its officers, employees, independent contractors or agents or any failure, refusal, delay or error by the BO or any third party through whom any funds transfer or payment is made to transfer payment to my Account.
3. The BO’s instructions shall be irrevocable and binding on me upon transmission to you and you shall not be obliged to act upon any request to cancel or amend or reverse any BO’s instructions after it has been transmitted to you.
4. I acknowledge and agree that the BO’s instruction shall not be taken to have been received or executed by you until the BO has received your confirmation of receipt of the same.
5. You are entitled to reject any of the BO’s instruction if (a) there are no funds or insufficient funds in my Account to carry out the BO’s instructions; (b) the funds

- in my Account have, whether wholly or in part, been frozen, or have been attached or encumbered whether by the operation of the law or otherwise, or my Account has been closed; (c) you know or have reason to believe that a breach of security, fraud, criminal act, offence or violation of any law or regulation has been or will be committed; (d) you know or have reason to believe that your or the BO's computer systems are not functioning properly; or know or have reason to doubt the security, integrity, functionality or accuracy of your or the BO's computer systems or the secure electronic leased-line or secure Internet connection between your and the BO's computer system at any time; (e) you receive instructions from me which are ambiguous, contrary to or inconsistent with the instructions issued to you by the BO; (f) any action that you deem necessary to take under the Banking Act (Cap. 19) or under any written law, regulation, direction or policy of any governmental or regulatory authority in lieu of the situations as described in Clauses 5(a) to (e) above.
6. This authorisation to process the BO's instruction to debit my Account will remain in full force and effect until terminated by your written notice sent to my address last known to you or my written revocation through the BO. All written revocations given by myself to you through the BO will only take effect one (1) working day after your acknowledgment of your receipt of my written revocation through the BO. For the avoidance of doubt, you are authorised to proceed to carry out all of the BO's instructions issued to you before any written revocation from myself takes effect as aforesaid.
  7. I consent to you and your employees disclosing any and all information relating to me, the balance in my Account and other relevant particulars of my Account to the BO upon the BO's written request and to any other party as you may consider necessary for the purpose of effecting or investigating any of the BO's instructions or this Direct Debit Payment Authorisation. This Clause 7 is not and shall not be deemed to constitute, an express or implied agreement by you with us for a higher degree of confidentiality than that prescribed in Section 47 of, and the Third Schedule to, the Banking Act, Chapter 19 of Singapore. Your rights and abilities under this clause shall be in addition and without prejudice to your other rights of disclosure under and pursuant to (i) the Banking Act and any other statutory provisions and in law; and (ii) any other agreement between us; and nothing herein is to be construed as limiting any of those other rights.
  8. Your record of all transactions and matters relating to this Direct Debit Payment Authorisation is conclusive evidence of such transactions and matters and is binding on me, save for apparent and obvious error, but this does not prevent you from correcting any error, irregularity or omission therein at any time.

9. I hereby authorise you to debit my Account for your prevailing transaction charges and prescribed fees for processing each of the BO's instruction. You reserve your right to vary your transaction charges and fees in respect of this Direct Debit Payment Authorisation rendered at such intervals as you deem fit from time to time.
10. You shall not be liable for any claim, demand, action, proceeding, damage, liability, loss or expense which may be made against me or which I may incur or suffer arising from or in connection with or caused by:-
- (a) any late payment due to the non-compliance with your directions, terms and requirements for effecting such payments through the use of this Direct Debit Payment Authorisation;
  - (b) any delay, mistake, neglect or omission in the transmission of any of the BO's instructions or any payment under this Direct Debit Payment Authorisation;
  - (c) any failure whatsoever of any third party or agent through whom any of BO's instructions is made to transmit to you;
  - (d) this Direct Debit Payment Authorisation not being available due to system maintenance or breakdown or non-availability of any network or any inability to access or use this Direct Debit Payment Authorisation due to any other reasons;
  - (e) me and/or the BO being deprived of the use of this Direct Debit Payment Authorisation as a consequence of any action by you, the BO or any other party which participates or is involved, directly or indirectly, in providing this Direct Debit Payment Authorisation;
  - (f) any failure or inability by you or any other party which participates or is involved, directly or indirectly, in providing this Direct Debit Payment Authorisation to perform any obligation or observe any term and condition herein if such failure, directly or indirectly, arises from or is due to a failure, error, compromise, defect or damage of, or any unauthorised or unlawful access to, any computer, machine, communication or other system or transmission link or the action of any computer virus, spyware, Trojan horses and other malicious code or any act of force majeure such as acts of God, war or warlike hostilities, terrorist or criminal activity, outbreak of disease or epidemic, health quarantine or restriction, civil commotions, riots, blockades, embargoes, sabotage, strikes, industrial disputes, lock-outs, fire, flood, shortage of labour or any other event outside your control or the control of your servants or agents;
  - (g) any refusal or failure by you to effect any payment by reason of an order of court or a notice, request, directive or order issued pursuant to any statute, regulation, or bye-law (whether or not having the force of law); or
  - (h) any equipment or software providers, any service or network provider, any other party which participates or is involved, directly or indirectly, in

providing this Direct Debit Payment Authorisation, or any agent or independent contractors of any of the foregoing.

11. You shall be entitled to set-off and appropriate the moneys in my Account and any other accounts held by me with you whether in debit or in credit (including but not limited to time deposit accounts belonging to me whether or not matured and accounts in a currency different from the currency of the amount due by me) which I may now or hereafter have with you in Singapore or elsewhere to pay and discharge all or part of any amount due and owing by me to you under these terms and conditions and you are authorised to effect any necessary conversions at your own rate of exchange then prevailing.
12. You may at any time change any of these terms and conditions by providing me written notice of such change which shall be sent to my address last known to you. All changes shall take effect and bind me from the date specified in your notice. If I do not accept such changes, I may terminate my use of this Direct Debit Payment Authorisation by providing 1 month's written notice to you. If I continue to use this Direct Debit Payment Authorisation at any time after you have provided me with such notice of change, I shall conclusively be deemed to have accepted such changes without reservation.
13. You are entitled at any time after your approval of this application to terminate this Direct Debit Payment Authorisation or not execute any of the BO's instruction received at any time forthwith without rendering any reason whatsoever, by providing me a written notice to my address last known to you and you shall not be responsible for any loss or damage suffered by me as a result therefrom.
14. You may at any time, without notice to me and without assigning any reason whatsoever and without liability for any inconvenience, loss or damage suffered by me or any third party, limit or suspend operation of this Direct Debit Payment Authorisation for such duration as you deem fit.
15. I agree that you may use any agent, contractor or correspondent as you may deem fit to carry out or procure any of the matters or transactions under this Direct Debit Payment Authorisation and you shall not be liable for any act, omission, neglect or willful default of such agent, contractor and/or correspondents.
16. You shall not be liable in any way for any loss of profits, business, goodwill or opportunity or indirect, special or consequential loss or damages which I or any other person may suffer or incur in connection with this Direct Debit Payment Authorisation, whether arising from fraud, negligence, breach of contract, strict

- liability or otherwise by you or your officers, employees and agents, as well as the BO or the BO's officers, employees and agents.
17. I hereby agree that the BO shall be responsible for resolving any enquiries or disputes that I may have under this Direct Debit Payment Authorisation and you shall not be liable for any loss, damage, cost or expense which I and/ or any other person may suffer or incur in connection with or as a result of your acting or delay in acting or failure to act on any of the BO's instructions.
  18. I hereby irrevocably and unconditionally undertake to fully indemnify you and all your employees, nominees, directors, and agents and hold you harmless against all losses, damages, liabilities, costs and expenses which you may suffer or incur (including legal costs on a full indemnity basis) as a result of you acting or carrying out, delaying in acting or carrying out or failing to act or carry out any instructions given or purportedly given by the BO pursuant to these terms and conditions, whether or not such instructions are unauthorised, inaccurate, or incomplete.
  19. I hereby agree that I shall in accordance with the requirements of the Ministry of Home Affairs, and in conjunction with this Direct Debit Payment Authorisation, enter into a Earmark Authorisation with you, whereby you will be authorised to earmark from my Account which I now or hereafter have with you such amount as specified in the Earmark Authorisation Form in accordance with the terms and conditions of the Earmark Authorisation. Should I request for a termination of the Earmark Authorisation, and where such termination is validly effected in accordance with the terms and conditions of the Earmark Authorisation, this Direct Debit Payment Authorisation shall also be deemed terminated with effect from the same date that the Earmark Authorisation is effectively and validly terminated. For the avoidance of doubt, this Direct Debit Payment Authorisation shall not be deemed terminated in the event there is any modification to or cancellation of the Ministry of Home Affairs requirements pursuant to which the entering into of the Earmark Authorisation is necessitated.
  20. All notices and communications to me may be sent by post, personal delivery, facsimile transmission, electronic mail or such other manner as you may in your discretion deem fit, to my last known address, or facsimile number or electronic mail address in your records. All notices and communications sent shall be conclusively deemed to have been received by me on the day following such posting if sent by post, notwithstanding that the same be returned unclaimed; upon delivery if delivered personally; and at the time and day of despatch by you if sent by facsimile transmission or electronic mail, despite any evidence of non-delivery and to be effective service for the purpose for which such notice, communication and/or other instrument was sent. A written statement by any of

- your officer confirming the despatch of any notice or communication from you shall be binding and conclusive evidence of this fact as against me.
21. 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 of such terms and conditions. Notwithstanding any term herein, the consent of any third party is not required for any subsequent amendments or changes to these terms and conditions.
  22. These terms and conditions shall be governed by the laws of the Republic of Singapore. I hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore and consent to the service of process (whether personal or otherwise) by prepaid post (ordinary or registered) to my last known address in your records which shall be conclusively deemed to be received by me on the day following such posting despite any evidence to the contrary. Any proceedings whatsoever for the recovery and/or enforcement of any monies claimed to be due from you shall be instituted by me solely in the courts of Singapore unless you otherwise agree in writing and any judgement or order of court made against you shall not be enforceable or executed against any of your overseas branches.
  23. If any one or more of the provisions contained in this Direct Debit Payment Authorisation or any part of such provisions shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions or part thereof contained herein shall not in any way be affected or impaired but this Direct Debit Payment Authorisation shall be construed as if such invalid, unlawful or unenforceable provision or part thereof had never been contained herein.
  24. That no failure on your part to exercise, and no delay on your part in exercising, any right or remedy under this Direct Debit Payment Authorisation 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, such rights and remedies being cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
  25. The rights given to you and all the provisions contained in this Direct Debit Payment Authorisation shall be binding on me and my successors and personal representatives.

***PART C: EARMARK AUTHORISATION TERMS AND CONDITIONS***

1. Definitions:
  - (a) In these terms and conditions, “I”, “my” or “me” means the “Customer” and “you” or “your” means the “Bank”.
  - (b) The term “Bank” means DBS Bank Ltd, Oversea-Chinese Banking Corporation Limited or United Overseas Bank Limited and its successors-in-title as selected by me in the Application for Direct Debit Payment Authorisation Form and in this Earmark Authorisation Form.
  
2. In consideration of Singapore Pools (Private) Limited (“Singapore Pools”) agreeing and/or continuing to agree from time to time to:
  - (a) register me and allow me to become and/or remain as an account customer with them under Singapore Pools’ account-based betting arrangement (“Account-Based Betting Service”); and
  - (b) allow me to place bets under Singapore Pools’ Account-Based Betting Service via its manned call centre and such other permitted delivery channels (including but not limited to the web, wireless and branches) which Singapore Pools may designate from time to time; and both Singapore Pools and you agreeing and/or continuing to agree from time to time to allow me to pay for the bets placed or purportedly placed by me by arranging to have such bets debited directly from my designated account held and maintained with you, I hereby authorise you to set aside from the account designated by me as the account to be earmarked in this Earmark Authorisation Form (“Account”) which I now or hereafter have with you the amount specified in this Earmark Authorisation Form or as notified by you from time to time (“Earmarked Amount”), to be earmarked and held by you until the date on which the last of the following events occur: (a) when all the Obligations (as defined in Clause 17) are fully satisfied and discharged; (b) when I terminate the Direct Debit Payment Authorisation which I have signed and entered into together with this Earmark Authorisation; and (c) when I close or terminate the Account. (“Expiry Date”).
  
3. Subject to Clause 8, the above authorisation as described in Clause 2 shall remain in force until the Expiry Date.
  
4. I hereby represent warrant and undertake as at the date of this Earmark Authorisation and on a continuous basis during the term of this Agreement, with reference to the prevailing facts and circumstances then existing on each such date, that:
  - (a) I have the power to enter into, and have obtained all necessary consents for the execution, delivery and performance of this Earmark Authorisation;

- (b) the provisions of this Earmark Authorisation constitute valid, legal and binding obligations on me enforceable in accordance with its terms;
  - (c) I am and will remain the only beneficial owner of the Earmarked Amount; and
  - (d) the Earmarked Amount is and will remain free from any charge, assignment, mortgage, lien, security agreement or security interest of any kind other than this Earmark Authorisation created by me in favour of you.
5. Until the Expiry Date, I shall maintain sufficient funds in my Account so that the balance outstanding therein is not less than the Earmarked Amount. I hereby irrevocably authorise you without further notice to me which is hereby expressly waived, to refuse any withdrawals from the Account and to dishonour all cheques, payment instructions and instruments drawn on my account (including without limitation instructions to pay for bets placed or purportedly placed by me under the Account-Based Betting Service) whenever the balance outstanding therein, after deducting the Earmarked Amount, is or would be, in your sole determination, insufficient to meet the amounts so drawn. For the avoidance of doubt, so long as this Earmark Authorisation is in force, no part of the Earmarked Amount shall without your written consent be used, applied or set off by me against any bets placed or purportedly placed by me under the Account-Based Betting Service.
  6. For the purposes of settlement, I further irrevocably authorise and direct you at any time at your discretion and without notice to me which is hereby expressly waived, to withdraw from my Account and utilise and appropriate all or any part of the Earmarked Amount in settlement of all or any part of the Obligations. For the avoidance of doubt, this clause is in addition to any right of set-off or general lien or other right to which you as a banker may be entitled by law.
  7. I undertake to execute and deliver promptly to you any such further documents and do any act or thing as you may require or which are required by law for the purpose of enabling you to obtain the full benefit of this Earmark Authorisation and of the rights and powers hereby granted.
  8. You shall be entitled to terminate this Earmark Authorisation at any time by giving notice in writing to me. Upon termination or after the Expiry Date, you shall be entitled to forthwith pay or release all or any part of the Earmarked Amount to me without liability and/or further notice to me. For the avoidance of doubt, in the event of a valid termination of this Earmark Authorisation, the Direct Debit Payment Authorisation which I have signed and entered into in conjunction with this Earmark Authorisation shall also be deemed terminated with effect from the same date this Earmark Authorisation is effectively and validly terminated. For the avoidance of doubt, the abovementioned Direct Debit Payment Authorisation shall not be deemed terminated in the event there is any

- modification to or cancellation of the Ministry of Home Affairs requirements pursuant to which the entering into of this Earmark Authorisation is necessitated.
9. You shall not be liable in any way for any loss of profits, business, goodwill or opportunity or indirect, special or consequential loss or damages which I or any other person may suffer or incur in connection with this Earmark Authorisation, whether arising from fraud, negligence, breach of contract, strict liability or otherwise by you or your officers, employees and agents, as well as the BO or the BO's officers, employees and agents.
  10. If any one or more of the provisions contained in this Earmark Authorisation or any part of such provisions shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions or part thereof contained herein shall not in any way be affected or impaired but this Earmark Authorisation shall be construed as if such invalid, unlawful or unenforceable provision or part thereof had never been contained herein.
  11. I hereby irrevocably authorise you and your officers, employees and agents to give, disclose, divulge or reveal, in any manner howsoever,
    - (a) to Singapore Pools any customer information (as defined in the Banking Act (Cap 19.)) relating to me and my Account or any other information as Singapore Pools shall require from you from time to time in connection with this Earmark Authorisation and/or the Account-Based Betting Service; and
    - (b) to any third party any information relating to me and/or my account(s) for such commercial, banking or business purposes as you at your discretion think fit.Your rights and abilities under this clause shall be in addition and without prejudice to your other rights of disclosure under and pursuant to (i) the Banking Act and any other statutory provisions and in law; and (ii) any other agreement between us; and nothing herein is to be construed as limiting any of those other rights.
  12. That no failure on your part to exercise, and no delay on your part in exercising, any right or remedy under this Earmark Authorisation 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, such rights and remedies being cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
  13. The rights given to you and all the provisions contained in this Earmark Authorisation shall be binding on me and my successors and personal representatives.

14. All notices and communications to me may be sent by post, personal delivery, facsimile transmission, electronic mail or such other manner as you may in your discretion deem fit, to my last known address, or facsimile number or electronic mail address in your records. All notices and communications sent shall be conclusively deemed to have been received by me on the day following such posting if sent by post, notwithstanding that the same be returned unclaimed; upon delivery if delivered personally; and at the time and day of despatch by you if sent by facsimile transmission or electronic mail, despite any evidence of non-delivery and to be effective service for the purpose for which such notice, communication and/or other instrument was sent. A written statement by any of your officer confirming the despatch of any notice or communication from you shall be binding and conclusive evidence of this fact as against me.
15. A party who is not a party to this Earmark Authorisation shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of the terms and conditions herein. Notwithstanding any term of this Earmark Authorisation, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of this Earmark Authorisation.
16. These terms and conditions shall be governed by the laws of the Republic of Singapore. I hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore and consent to the service of process (whether personal or otherwise) by prepaid post (ordinary or registered) to my last known address in your records which shall be conclusively deemed to be received by me on the day following such posting despite any evidence to the contrary. Any proceedings whatsoever for the recovery and/or enforcement of any monies claimed to be due from you shall be instituted by me solely in the courts of Singapore unless you otherwise agree in writing and any judgement or order of court made against you shall not be enforceable or executed against any of your overseas branches.
17. In this Earmark Authorisation;-
  - (a) the term “Obligations” mean all my liabilities which are now or shall at any time be or become due, owing, payable or incurred by me which shall include interest, bank commissions, fees, charges and all sums payable in consequence of or in connection with or howsoever arising out of the Account-Based Betting Service or otherwise out of the Account together with all legal and other costs, charges and expenses which you may incur in obtaining or seeking to obtain payment of all or any part of the said liabilities; and
  - (b) the term “liabilities” shall include all liabilities whatsoever, whether such liabilities be actual or contingent, present or future, and whether incurred in Singapore or elsewhere in any currency.