THE MONETARY AUTHORITY OF SINGAPORE

10 Shenton way MAS Building Singapore 79117

Telephone: (65)-6229-9688 Fax No.: (65)-6229-9229

Application for MAS Network (MASNET) Service

Explanatory Notes for new MASNET Applicants:

- 1) Please complete all fields in this application form.
- 2) This application shall be submitted by an authorized officer of the company.
- 3) Upon MAS' receipt of your application form, one temporary MASNET account will be created for the MASNET applicant ("Applicant") based on the details provided in Part 2 of this application form. Once the Applicant has received the MASNET temporary login details, the Applicant should log in to the MASNET admin portal using the MASNET temporary account to request for the creation of a minimum of two permanent MASNET Liaison Officer accounts to facilitate the administration of MASNET accounts on behalf of the Applicant. The MASNET temporary account has a validity period of 1 month.

APPLICATION

PART 1: Company's Details

Name of Company:	UEN:	
PART 2: MASNET Temporary Account Details		
First Name:	Last Name:	
	Last Name.	
Mobile Number (Including Country Code):	Corporate Email Address:	

- 1. I make this application on behalf of the Applicant and confirm that I am an authorised officer of the Applicant.
- 2. I hereby declare that all information provided in this application is true and accurate.
- 3. The Applicant acknowledges that MAS has the absolute discretion to accept or reject this application.
- 4. By submitting this application, the Applicant agrees to be bound by the terms and conditions for the provision of MASNET services as set out in Annex A (and as may be amended and supplemented from time to time), the MASNET Security Procedures On Access as set out in Annex B (and as may be amended and supplemented from time to time) and such other terms and conditions which MAS may at its absolute discretion impose in relation to the provision of MASNET.

5.	The Applicant confirms that this application represents an offer to MAS, which if accepted by MAS, will result in a binding agreement between the Applicant and MAS.
Submitted on behalf of the Applicant by:	

Name Of Authorised Officer (IN BLOCK LETTERS)		
NRIC/PASSPORT NO.		
DESIGNATION		
SIGNATURE		
DATE		

Terms and Conditions for the Provision of MAS Network Service

1 Agreement for the Provision of MAS Network Service

- 1.1 The MAS Network Service (the "Service") provided by the Monetary Authority of Singapore ("MAS") to the Subscriber (each, a "Party" and collectively, the "Parties") are governed by these terms and conditions (the "Conditions").
- 1.2 This Agreement shall be in force from the date of this MAS's acceptance of the Subscriber's application for the Service and thereafter shall continue in force unless otherwise terminated by either party in accordance with these Conditions.

2 Definitions

- 2.1 "Agreement" means the agreement between MAS and the Subscriber for the provision of the Service.
- 2.2 "Subscriber" for the purpose of this Agreement refers to the entity whose application to subscribe the Service is accepted by MAS under this Agreement.
- 2.3 "MAS" means Monetary Authority of Singapore established under the Monetary Authority of Singapore Act, Cap 186.
- 2.4 "Received" means that point in time when the data transmitted by the Subscriber is accepted by the System.
- 2.5 "Service" means the various MASNET services set out in Annex B as may be amended or supplemented by MAS from time to time.
- 2.6 "System" means the computer system, programming and communication facilities required by MAS for the operation of the Service.
- 2.7 "User identification" means the identification code issued to the Subscriber by MAS to uniquely identify the Subscriber as a user of MASNET.
- 2.8 "MASNET Access" means batch data transmitted from one Subscriber to another Subscriber normally through leased line connections.

3 Charges and Payment

- 3.1 The Subscriber shall promptly pay on demand all charges and fees in respect of the Service.
- 3.2(a) The following charges and fees are applicable for the use of the Service:-

Description	Current	
MASNET Basic Service		
Basic subscription (inclusive of 2	S\$24 per month	
accounts)	3924 per monur	
Subscription for subsequent	S\$14 per account, per month	
accounts	· ' '	
MASNET Access Service ¹ Subscription Fees		
Service Subscription Fee ²	S\$440 per month	
Subscription - File Concatenation	S\$75 per month (on top of the	
Service Fee	service subscription fee)	
Subscription - File Distribution	S\$75 per month (on top of the	
Service Fee	service subscription fee)	
MASNET Access Service Transmission Charges ³		
Transmission – First 5Mb of given	S\$0	
month		
Transmission – Next 100 Mb	3.05¢ per Kb	
received by MAS in a given month		
Transmission - Next 200 Mb	1.10¢ per Kb	
received by MAS in a given month		
Transmission - Thereafter	0.55¢ per Kb	

Note (1): MASNET Access is a centralised data exchange platform for secure data file transfer among Financial Institutions and counterparties.

(b) The charges and fees for the Service shall be payable in such manner as may be notified by MAS from time to time to the Subscriber.

⁽²): MASNET Access Service Subscription Fee will also be applicable to concatenation and distribution project owners.

⁽³): MASNET Access Service Transmission Charges will also be applicable to concatenation and distribution project owners (concatenation file receiver and distribution file sender).

- (c)(i) MAS may revise the charges and fees from time to time. The revision shall take effect 30 days from the date of the notice of the revision.
 - (ii) Where a Subscriber does not wish to continue with the Service under the revised rates, it shall notify MAS within 3 business days from the date of the MAS' notice of the revision of the charges and fees. This Subscriber's notice shall be deemed to be a termination notice given by the Subscriber under clause 4.1 of these Conditions and the provisions of clause 5.1 of these Conditions shall apply to the Subscriber accordingly.
 - (iii) Notwithstanding the notification of termination under clause 3.2 (c)(ii), where a Subscriber continues to use the Service prior to the termination date, then the revised rates shall apply to the Subscriber during the period between the coming into force of the revised rates and the date of the termination of the Agreement.
 - (iv) Where no notice of termination is received from the Subscriber within 3 business days from the date of the MAS' notice of the revision of the charges and fees, the Subscriber shall be deemed to have accepted the revised rates.

4 Termination

4.1 By the Subscriber:

- (a) The Subscriber may terminate the Agreement by giving to MAS at least one (1) month's prior notice in writing.
- (b) The Subscriber shall be liable on termination of the Agreement for the liability as stipulated under "Subscriber's Liability on Termination".
- (c) The date of notice of termination stated herein shall be the date of receipt of the said written notice by MAS.

4.2 By MAS

MAS reserves the right to terminate the Agreement with the Subscriber in accordance with the provisions set out in the Agreement or by giving to the Subscriber at least one (1) month's prior notice in writing. In the event of such termination, the Subscriber shall be liable for the liability as stipulated under "Subscriber's Liability on Termination".

5 Subscriber's Liability on Termination

- 5.1 In the event of termination of the Agreement, the Subscriber shall be liable to MAS:
 - (a) where the notice given is in accordance with Clause 4, for the charges and fees up to the date of termination of the Agreement.
 - (b) where the notice given is not in accordance with Clause 4, for the charges and fees up to a date that is one (1) month from the date of notice of termination.

6 Subscriber's Responsibility

The Subscriber shall throughout the duration of the Agreement:

- 6.1 promptly pay all amounts due to MAS;
- 6.2 continue to be liable for all charges and fees during the period of interruption or loss of the Service from any cause whatsoever;
- shall undertake and ensure that it shall use the Service only for the purposes authorised by the Service;
- comply with all applicable laws and take all necessary measures to ensure compliance by employees and agents with such applicable laws, including but not limited to measures ensuring that its employees and agents will not infringe the Computer Misuse Act (Cap 50A);
- ensure that the Service is not used for any illegal or unlawful purpose;
- ensure that the Service is not used at any time for any purpose which causes or may cause embarrassment, harassment, or nuisance of any kind whatsoever to others;
- ensure that the Service is operated in a proper and correct manner;
- ensure that its users are informed of any change in procedures or operation of the Service;
- 6.9 be responsible for its directory of user identifications and passwords used by itself and its users within its directory;
- 6.10 maintain in confidence, its own institution identification, institution password, user identifications, user passwords and the dial-in telephone number to the Service:
- 6.11 obtain, install and maintain suitable equipment and communication line for access to the Service;
- 6.12 secure its systems and networks where they interface with the Service;

- 6.13 report any suspected attack and actual security violation of its systems or networks where they interface with the Service, as soon as practicable, and in any event, immediately after the Subscriber becomes aware of the potential, suspected or actual violation of its systems or networks where they interface with the Service. MAS reserves the right to unilaterally investigate into any such attack or security violation;
- ensure that the portion of its network that forms part of or is connected with the Service is secured from the Subscriber's connections to other networks. The Subscriber's other networks must have no awareness of and cannot access the Service;
- 6.15 appoint a liaison officer and an alternate who shall be a senior official of the Subscriber to facilitate the implementation of the Service and keep MAS informed of changes in the appointment of the liaison officer and the alternate;
- 6.16 permit MAS and its officers at all times to conduct inspections on the standard of and compliance with the internal controls and procedures established in conjunction with the use of the Service by the Subscriber and its users. For this purpose, MAS and its officers shall be permitted to have access to the premises and computer facilities of the Subscriber and all relevant documents and records whether in documentary or electronic form or otherwise;
- 6.17 carry out any instructions of MAS in relation to the Service;
- 6.18 will be liable for and shall pay to MAS any charges incurred on the Subscriber's account by any unauthorised or illegal use of the Service;
- 6.19 not use the Service to post or transmit any information or software which contains a virus, worm or other harmful component; and
- 6.20 The Subscribers shall procure and ensure that all its employees and agents observe and comply with the obligations contained in Clauses 6.3, 6.4, 6.5, 6.6, 6.7, 6.9, 6.10, 6.13, 6.17 and 6.19.

6A Security Violation Procedures

- 6A.1 In the event of a potential, suspected or actual security violation of its systems or networks where they interface with the Service, the Subscriber shall extend full cooperation and assistance to MAS, and at no cost to MAS:
 - (a) assist the MAS with any investigation into the potential, suspected or actual security violation;
 - (b) provide the MAS with physical access to all the Subscriber's personnel, facilities and infrastructure that are used to interface with the Service;
 - (c) facilitate interviews with the Subscriber's employees; and
 - (d) make available all records, logs, files, data reports, and materials that may be relevant to the investigation of the security violation.

- 6A.2 The Subscriber shall, at no cost to MAS, use best endeavours to immediately remedy, according to instructions or direction given by MAS, any actual or suspected security violation, or to prevent any potential security violation.
- 6A.3 The Subscriber shall not inform any third party of any security violation without first obtaining the Authority's prior written consent.
- 6A.4 The Subscriber shall track all details from the point of discovery of the security violation to its resolution, and provide MAS with updates with such frequency and in such format as stipulated by MAS.
- 6A.5 Where the actual or potential security violation is caused by the default, negligence or unlawful act or the Subscriber, its employees or agents, the Subscriber shall reimburse MAS for all reasonable costs incurred by MAS in responding to and mitigating damages caused by any actual, potential or suspected security violation.

7 Rights Reserved to MAS, Exclusion of MAS from Liability and Indemnity to MAS

- 7.1 MAS shall not be liable to the Subscriber or to any third party claiming from or through the Subscriber for any damage or loss to persons or property howsoever arising from use of the Service, any loss, interruption of the Service, any security breach of, or intrusion or attack on its systems or networks launched from a connecting network (including the Internet), any action taken by MAS in the exercise of any of the rights reserved to MAS in the sub-clauses of clause 6, the suspension or disconnection of the Service, or the termination of this Agreement by MAS. The Subscriber agrees to notify third parties in writing that MAS shall have no liability to them.
- 7.2 The Subscriber shall indemnify MAS, keep MAS fully and effectively indemnified and hold MAS harmless at all times against all actions, proceedings, costs, claims, expenses (including legal costs on a full liabilities, losses (whether direct or indemnity basis), demands, consequential) and damages (whether in tort, contract or otherwise) whatsoever including but not limited to claims made by third parties and claims for defamation, infringement of intellectual property rights, wrongful use of computers, introduction of any computer virus, worm or other harmful component into computers, unauthorised or illegal access to computers (including but not limited to hacking), property damage or pecuniary losses howsoever arising which MAS may sustain, incur, suffer or pay arising out of, in connection with or pursuant to the Agreement or the use of the Subscriber's account whether authorised or not authorized or the use of the Service by the Subscriber, its employees or agents or any act or omission of the Subscriber, its employees or agents thereof. In the event that any claim is made by third parties against MAS, the Subscriber shall take all steps to enforce its rights including but not limited to the institution of legal proceedings if necessary, against such third parties to restrain them from bringing such claims against MAS.

- 7.3 Notwithstanding the subsistence of this Agreement, MAS reserves the right to deny the Subscriber access to the Service, or any facility offered under the Service, at any time as MAS deems appropriate.
- 7.4 MAS reserves the right to suspend or terminate the Service on grounds of national interest, public safety or for any other reasons
- 7.5 MAS reserves the right to modify, enhance and withdraw the Service. MAS shall advise the Subscriber of any changes 30 days in advance if the changes would, in MAS' judgement, significantly alter the Service.
- 7.6 MAS reserves the right to control all user identifications of the Subscriber. In the event that any of the user identifications are not utilised, MAS reserves the right to delete the said user identification.
- 7.7 Neither party shall be responsible for failure to fulfil the commitments in this Agreement if such failure is due to any other circumstances outside the control of the relevant party. Such circumstances comprise, but are not confined to, acts of God, war, riots and sabotage. This provision shall not in any event apply to the obligation of the Subscriber to pay the charges and fees in accordance with this Agreement which remains the responsibility of the Subscriber notwithstanding the occurrence of such circumstances.
- 7.8 MAS reserves the right to amend, add to, delete or vary any of the clauses herein stated, and the Subscriber shall be bound to observe, perform and comply with the provisions herein and any amendments thereof. Any such amendment, addition to or deletion of the clauses to the agreement shall be communicated to the Subscriber in writing.
- 7.9 In the event that MAS incurs any liability whatsoever to the Subscriber such liability will in all cases be limited to the subscription fee paid by the Subscriber in the month in which such liability arose.

8 MAS' Remedy

- 8.1 (a) MAS may without prejudice to any other right or remedy of MAS, suspend or disconnect the Subscriber's access to the Service, if
 - (i) the Subscriber defaults in paying the charges and fees or any other monies payable or due under the Agreement.
 - (ii) the Subscriber is wound up or has a receiver appointed.
 - (iii) MAS is of the opinion that the Subscriber has failed to observe or comply with any applicable laws and these conditions.
 - (c) Such suspension/disconnection shall be deemed to be a termination of this Agreement, and such termination shall take effect from the date of suspension or disconnection. The Subscriber shall be liable to MAS for all charges and fees due up to and including the date of suspension or disconnection.

9 Assignment

- 9.1 A Subscriber shall not, without MAS' prior written approval, assign or dispose of in whole or in part, the Service provided under the Agreement, or assign or dispose of in whole or in part, any benefit or advantage under the Agreement.
- 9.2 In the event that a Subscriber assigns or disposes of in whole or in part the Service provided under the Agreement or assigns or disposes of in whole or in part any benefit or advantage under the Agreement, notwithstanding MAS' prior written approval thereof, the Subscriber shall without prejudice to any other right or remedy of MAS continue to be liable for all charges and fees due or becoming due in respect of the Service.

10 Laws Applicable and Arbitration Proceedings

- 10.1 The Agreement shall be subject to and construed in accordance with the laws of the Republic of Singapore.
- 10.2 Subject to Clause 10.6, any dispute, difference, claim, question or disagreement arising out of or relating to or in connection with this Agreement ("Dispute") shall be referred to and finally resolved by arbitration in Singapore in the English language by a sole arbitrator in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force which rules are deemed to be incorporated by reference into this clause.
- 10.3 The seat of the arbitration shall be Singapore.
- The arbitrator shall be agreed upon between the Parties, or on failure to agree within 30 days of a written proposal by one Party to the other Party, be appointed by the SIAC acting in accordance with the SIAC Rules.
- 10.5 This arbitration agreement shall be governed by and construed in accordance with the laws of Singapore.
- Notwithstanding anything in this Agreement in the event of any Dispute, no Party shall proceed to arbitration under Clauses 10.2 to 10.5 above unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre. A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with this clause. Failure to comply with this clause shall be deemed to be a breach of contract.

11 Miscellaneous

- 11.1 The titles to the Clauses of the Agreement are for convenience only and are not part of the Agreement and shall not in any way affect the interpretation thereof.
- Any notice or account which may be given or rendered by MAS under the Agreement shall be deemed duly given or rendered if sent by electronic mail, when the relevant receipt of such communication being read is given, or where no read receipt is requested by the sender, at the time of sending, provided that no delivery failure notification is received by the sender within 24 hours of sending such communication, unless there is any evidence or fact to the contrary.
- 11.3 Both parties agree that the Agreement may be executed by way of electronic signatures and both parties agree that the Agreement, of any part thereof, shall not be denied legal effect, validity or enforceability solely on the ground that it is in the form of an electronic record.

MAS NETWORK (MASNET) SECURITY PROCEDURES ON ACCESS

This document describes the security access of MASNET.

1. Introduction

- 1.1. MASNET is the communication network set up to provide efficient and secured communication and data exchange services between MAS, Financial Institutions (FIs), government agencies and service providers in Singapore.
- 1.2. To ensure the confidentiality and integrity of information transmitted through MASNET, MAS has established a set of security procedures that must be enforced by all MASNET users using MASNET.

2. Nomination of Liaison Officers (LOs)

- 2.1. In the Application-cum-Agreement to subscribe to MASNET, an authorised official of the applicant shall designate a <u>minimum of two LOs</u> to facilitate the administration of MASNET accounts on behalf of the company. The LOs would be authorised to carry out the following administrative functions:
 - 2.1.1. To create and delete MASNET accounts for the company, subjected to approval by a second LO;
 - 2.1.2. To appoint authorised MASNET users to receive and read MASNET Circulars addressed to management or LOs of the company;
 - 2.1.3. To appoint authorised MASNET users to receive MASNET invoices in their MASNET mailbox;
 - 2.1.4. To assign roles to MASNET users in the company to access MASNET services:
 - 2.1.5. To update MASNET account information on behalf of MASNET users for the company;
 - 2.1.6. To terminate subscription to MASNET, subjected to approval by a second LO.
- 2.2. For any subsequent changes of LOs, existing LOs are authorised to appoint other MASNET users to take on the LO roles. It is the existing LOs' responsibility to ensure that only authorised staffs are assigned the LO role in MASNET.

3. MASNET Accounts Administration

- 3.1.MASNET accounts will be created or deleted by the company's LOs, subjected to approval by a second LO in the company. It is the LOs' responsibility to ensure that the information specified for the MASNET accounts are accurate. The information to be specified includes:
 - 3.1.1. First Name
 - 3.1.2. Last Name
 - 3.1.3. Corporate Email Address
 - 3.1.4. Mobile Number (includes country code)
 - 3.1.5. CorpPass Identity
- 3.2. Upon approval of account creation by LO:
 - 3.2.1. For oversea MASNET subscribers or MASNET Subscribers without UEN, there will be two email notifications will be sent to the corporate email account of the MASNET user. The first email contains the User ID of the new MASNET account. The second email contains the URL for the new MASNET user to reset the password of the MASNET account. LOs are required to remind MASNET users to reset the password promptly upon receiving the email notifications.
 - 3.2.2. For local MASNET subscribers with UEN, CorpPass will be used for primary login to MASNET. Please ensure they have set up their Corppass account, assign MASNET Digital Service to Corppass account and link to their MASNET account.
- 3.3. For login via MASNET account, strong password policy is enforced on all MASNET accounts. MASNET users are required to use complex password and change their password on a regular basis. The password may be changed anytime using MASNET portal. In addition, 2nd Factor Authentication (2FA) login via SMS OTP is required.
- 3.4. To prevent the misuse of MASNET accounts, MASNET accounts will be locked after nine consecutive unsuccessful log in attempts. To unlock MASNET accounts, MASNET users may use the "Forget Password" feature on MASNET login page to reset their password. An email notification containing the URL to reset password will be sent to the corporate email address of the MASNET user.
- 3.5. From 29 March 2021, CorpPass will be used for primary login to MASNET. All MASNET accounts for companies or entities with a Unique Entity Number (UEN), a standard identification number of an entity, are required to set up the CorpPass accounts and link them to MASNET. The detailed step-by-step

guides to set up the CorpPass access in MASNET can be found here: https://masnet.mas.gov.sg/portal/corppass/.

4. Acess to MASNET Services

- 4.1. MASNET account can be used to access all MASNET services. These MASNET services include:
 - 1.1.1 Corporate e-Lodgment;
 - 1.1.2 CurrencyNet;
 - 1.1.3 E-Returns Submission System;
 - 1.1.4 MASNET Access;
 - 1.1.5 MASNET Email;
 - 1.1.6 MASNET Portal
 - 1.1.7 Misconduct Reporting System;
 - 1.1.8 CoRe System
 - 1.1.9 Data Collection Gateway
 - 1.1.10 Automated Money Market Operations
 - 1.1.11 Key Appointment Holder
- 4.2 LOs need to ensure that the roles to access these MASNET services are given to only authorised MASNET accounts using the MASNET administration portal. In addition to access roles, LOs may be required to grant additional Application rights to these authorised MASNET users using the LO Administration function for these services.