

UOB INTERNET BANKING (BUSINESS) SERVICE TERMS AND CONDITIONS **(“Terms and Conditions”)**

1. DEFINITIONS AND INTERPRETATION

In this Terms and Conditions, the following expressions shall have the meanings given below, unless expressly provided otherwise:-

- 1.1 “Account(s)” means the account or accounts opened and maintained by you from time to time with us or our Group which is linked to the Service which shall include the Designated Account(s).
- 1.2 “Approved Communication Channel” means the communications channel (including but not limited to the telephone, computer or any electronic means as may be approved by us from time to time which requires authentication with the requisite security codes prescribed for the respective communication channel) which you may use to issue Instructions to us.
- 1.3 “Approved Person” means any person or persons authorised by you to act on your behalf in giving instructions, and/or executing or signing any documents as may be required under this Terms and Conditions or the Service.
- 1.4 “Business Day” means any day we are open for business, and such other days as we may, in our absolute discretion, declare.
- 1.5 “Call Centre” means the UOB Call Centre, the details of which are set out in Clause 29.1 below.
- 1.6 “codes” means any code or codes that is used to authenticate the identity of the Customer User and to authorise a transaction.
- 1.7 “Company Administrator” means the individuals appointed by your Approved Person in the Form to manage your Account(s), to control the User ID(s) creation and/or deletion, to enable user passwords in the event that the relevant User IDs are locked out.

- 1.8 “Company Signatory” means the individuals appointed by your Approved Person in the Form to approve or reject transactions forwarded by the Company Users, and to effect or authorise any transaction through the Service.
- 1.9 “Company User” means the individuals appointed by the Company Administrator to enquire Account(s)’ balance, to check and initiate transactions from the Account(s) and/or the Service on your behalf.
- 1.10 “Customer Affiliate” means any person, body corporate, partnerships, firm or other entity in which the customer directly or indirectly:
- i) owns more than half the capital or business assets;
 - ii) has the power to exercise fifty percent (50%) or more of the voting rights in such entity;
 - iii) has the power to direct or cause the direction or general management or affairs of the entity in question;
 - iv) has the power to appoint more than half the members of the supervisory board, board of directors or bodies legally representing such entity; or
 - v) has the right to manage the business of such entity.
- 1.11 “Customer User” means any of the Company Administrators, the Company Signatories and/or the Company Users who are authorised by you from time to time to access and use the Service.
- 1.12 “Designated Account(s)” means any of the Account(s) which has been designated by you in the Form (and if you do not designate an Account, such Account(s) as we may designate at our absolute discretion) which we will debit for payment of fees, cost, charges, taxes, levies, expenses, and interest / compensation that we may charge for the use of the Service, including subscription fees and any additional fees for each transaction selected under the Services.
- 1.13 “eStatement” means the electronic statement which is available for viewing through the Service following your enrolment for the eStatement service for the Account(s).
- 1.14 “Form” means the UOB Internet Banking (Business) Subscription Form – Transactional (“**Transactional Form**”) or the UOB Internet Banking (Business)

Subscription Form – Inquiry (“**Inquiry Form**”), as the case may be, or such other name(s) as may be prescribed by us for purposes of your application to us to subscribe to the Service.

- 1.15 “Group” means our branches, agencies, representative, offices, affiliated, associated or related corporations, and their respective officers, servants or agents, whether situated in Malaysia or elsewhere.
- 1.16 “Instruction” means request or instruction received by us pursuant to use of your User ID(s), PIN(s), Password(s), code(s) and Token(s) transmitted through the Service in accordance with such procedures and guidelines as we may set from time to time for the transmission of such request or instruction.
- 1.17 “Legal Process” may include, but is not limited to, any originating process including writ of summons and originating summons as well as any other forms of originating process, pleadings, interlocutory applications, affidavits, orders, judgments and any other documents which are required to be served under any written law and such notices under the Bankruptcy Act 1967 and the National Land Code 1965.
- 1.18 “Letter of Offer” means offer letter, if any, issued to you by us in relation to the Service.
- 1.19 “Network Service Provider” means any internet service provider or commercial online service provider providing internet connection to the World Wide Web.
- 1.20 “Our”, “us” or “we” means United Overseas Bank (Malaysia) Bhd (271809-K) whose registered office is at Level 11, Menara UOB, Jalan Raja Laut, 50350 Kuala Lumpur and its branches in Malaysia.
- 1.21 “Password(s)” means the unique personal identification number, code, word, depiction, or other identification (electronic or otherwise) assigned to you, including any number which you may choose as a replacement to use the Service.
- 1.22 “Personal Data” may include, but is not limited to, your name, address, occupation, contact details, information captured on security systems (including a recording of your image on Closed Circuit Television (CCTV)), the information contained in the

Account(s) held by you either singly or jointly with any other person, the type of products and/or services that you have subscribed to with us and such other necessary data regarding yourself and your transactions with us.

- 1.23 “PIN(s)” means the unique personal identification number or code we provide to the Customer User or otherwise selected by the Customer User to be keyed in to the Token(s).
- 1.24 “Single Sign-on Service” means the additional feature within the Service, more particularly described in Clause 3.16 below.
- 1.25 “Service” means the Internet Banking (Business) Service subject to Clause 2.4 below, which is primarily a service which adds on to or supplements the banking and other facilities, services and products granted or provided by us to you by allowing you to bank with us through the electronic medium of the internet.
- 1.26 “Token(s)” means a personal security device issued to each Customer User which generates code(s) for the purpose of verifying and authenticating the identity of the Customer User, necessary for login and sign on as well as to perform transactions.
- 1.27 “User ID(s)” means the unique identification code issued and assigned by us to you and/or created by your Customer User.
- 1.28 “Website” means our official website, presently located at <http://www.uob.com.my> (or any replacement or successor domain name) which enables you, through your use of the User ID(s), PIN(s), Password(s), code(s) and/or Token(s), to access and use the Service.
- 1.29 “You/your/customer” means you, the account holder of the Account(s) who has registered to use the Service and in the event you and/or the Customer Affiliate subscribed to the Single Sign-on Service, shall include the Customer Affiliate.
- 1.30 A reference to –
- (a) the singular number includes the plural, and vice versa;
 - (b) the masculine gender includes the feminine and neuter genders, and vice versa;

- (c) a person includes an individual, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state, and a trust;
- (d) a person includes the person's executors, administrators, successors, substitutes, and assigns, and this Terms and Conditions will bind those persons; and
- (e) "including" or "for example" (or other similar words) when introducing an example does not limit the meaning of words to those examples.

2. TERMS AND CONDITIONS

2.1 These Terms and Conditions govern the use of the Service. It is important that you read and understand this Terms and Conditions before using and accessing the Service. If you use or continue to use and access the Service, you are deemed to have read, understood and accepted this Terms and Conditions.

2.2 This Terms and Conditions shall be read together with:

- (a) the respective terms and conditions governing the Account(s), which can be found at the Website or a copy of which can be obtained from any of our branches; and
- (b) the terms and conditions governing our other services/products which can be found on the Website or a copy of which can be obtained from any of our branches; and
- (c) any other document (including but not limited to the accepted Letter of Offer in relation to the Service (where applicable), the UOB Internet Banking (Business) Service User Guide ("**User Guide**") and the Form, (hereinafter collectively referred to as "Other Terms").

2.3 If there is any discrepancies or inconsistencies between this Terms and Conditions and the Other Terms, this Terms and Conditions shall prevail for matters in relation to the Service.

- 2.4 For the avoidance of doubt and notwithstanding that you may have access to our products relating to bulk issuance of cashiers' order (BICOS), bulk issuance of commercial cheques (BCCIS) and cheque writer services (CWS) with positive pay ("**Bulk Service**") which can be found at the platform for the Service, you hereby agree and acknowledge that such Bulk Service is not applicable to you **UNLESS** the Bulk Service is offered to you vide the Letter of Offer and such offer has been accepted by you or in the absence thereof, such documents evidencing that we have agreed to your application to subscribe to the Bulk Service.
- 2.5 If you knowingly or unknowingly give any instruction to us through the Service pertaining to the Bulk Service notwithstanding that you have not subscribed to the same, you agree and acknowledge that we shall not be held liable for any losses or damages that you may incur as a result thereof.

3. OPERATION OF THE SERVICE

3.1 Subscription of the Service

- 3.1.1 You hereby agree and acknowledge that despite submission of the Form and the supporting documents to us to subscribe to the Service, your right to use the Service including access to the same as well as applicability of this Terms and Conditions are subject to the following:

- (a) in the case of subscription to the Service pursuant to the Transactional Form:-
- (i) your acceptance of the Letter of Offer;
 - (ii) the Company User, the Customer User and/or the Approved Person shall have received the User ID(s), PIN(s), Password(s) and Token(s). We may, at our absolute discretion determine who shall receive User ID(s), PIN(s), Password(s) and Token(s) on your behalf. Alternatively, we may require each Company User, Customer User and/or Approved Person to collect the respective User ID(s), PIN(s), Password(s) and/or Token(s) in person at the branch of our choosing; and
 - (iii) training has been provided to you relating to the Service. We may decide, at our discretion, that training is not necessary; or

- (b) in the case of subscription to the Service pursuant to the Inquiry Form, Clause 3.1.1(a)(ii) shall have occurred.

3.2 Company Administrators and Approved Person

3.2.1 You must appoint one or more individuals as the Company Administrator to manage your Account(s) for your use of the Service, but you will remain fully responsible for all transactions effected to the Account(s).

3.2.2 Obligations and responsibilities of the Company Administrator:

- (a) to appoint the Company User.
- (b) in the event the User ID and Password for the Company User are delivered to the Company Administrator, to forward the same to each and every Company User;
- (c) to oversee and be responsible for the conduct of all Company Users;
- (d) to check your Account(s) for the purposes of reviewing and managing the use of the Service by the Company Users;
- (e) to immediately act on all queries, communications and instructions from us with respect to any aspect of your Account(s) and/or your use of the Service; and
- (f) to perform such other acts as may be necessary to ensure the continued and efficient operation of the Account(s) and the Service.

3.2.3 The Company Administrator shall ensure that the Company User comply with Clauses 3.2.2(d) to Clause 3.2.2(f) above.

3.2.4 The Company Administrator or the Approved Person must immediately:-

- (a) notify us upon the receipt of any data or information which is not intended for you; and
- (b) delete or remove all such data or information from your computer systems and where necessary, rectify any errors.

3.2.5 The Approved Person may act on your behalf in performing any of the following:

- (a) to complete, sign and make any amendments from time to time in respect of any information in connection with the Service, including the Form;
- (b) to appoint, add, remove and/or replace any person or persons as a signatory for the Service and with respect to any or all such services or facilities constituting or provided through the Service as the Approved Person may consider appropriate, and to set and determine the mandate or authority of the signatory in relation to the operation or utilization of any such service or facility or any of your accounts with us which can be accessed and operated through the Service;
- (c) to appoint, add, remove and/or replace any person or persons as the Company Administrator and/or the Company Signatory;
- (d) to apply for and obtain on your behalf any service or facility that are or may from time to time be offered or provided by us through the Service and to consent and accept all terms and conditions as may be imposed by us for the provision of such service or facility;
- (e) to effect or authorise any signatory to effect any transaction or transactions with us which could be effected through the Service and on such terms as may be imposed by us; and
- (f) to sign any document as may be required or appropriate or which is incidental to any of the foregoing.

3.3 Instructions

- 3.3.1 All instructions given to us or transactions effected through the Service pursuant to the entry or use of the User ID(s), PIN(s), Password(s), code(s) and/or Token(s) ("**Instruction**"). Such Instructions are irrevocable and binding on you.
- 3.3.2 We will carry out the Instructions in accordance with our standard banking practices. If we receive your Instructions after a certain time or deadline set for certain transactions (in accordance with our standard banking practices), the Instructions may only be carried out on the next Business Day.
- 3.3.3 You shall ensure that the Instructions provided to us are complete, accurate and correct and you shall be liable for any transaction effected by us pursuant to your Instructions.

- 3.3.4 We shall be entitled to rely and act upon your Instruction and shall not be liable to you in any way for acting in good faith upon any such Instruction even though it is subsequently shown that it was not given by you, or there was any error or incomplete information in the Instruction.
- 3.3.5 We shall be entitled to debit your Account(s) immediately on completion of any transaction.
- 3.3.6 We can rely on and treat any Instructions as having been made, submitted or effected by the Customer User to whom we had issued or assigned the respective User ID(s), PIN(s) and/or Password(s) and/or code(s) unless you have reported any loss, theft or unauthorised use of the Token(s), User ID(s), PIN(s), Password(s) and/or code(s). You shall, as soon as reasonably practicable, report to the Call Centre upon becoming aware of the loss/theft or unauthorised use respectively, and provided that:
- (a) such report has been received by us in reasonable time in advance of such Instruction to enable us to take all necessary action to prevent such Instruction from being received, acted upon and/or implemented;
 - (b) we are satisfied that you have not acted fraudulently;
 - (c) we are satisfied that you did not deliberately disclose the User ID(s), PIN(s), Password(s) and code(s) to any person, via unsolicited emails or on any website other than the Website;
 - (d) we are satisfied that you have taken all reasonable steps to keep the Token(s), User ID(s), PIN(s), Password(s) and code(s) secure at all times.
- 3.3.7 We may at any time at our sole discretion, refrain from acting upon any Instruction or part of it or refuse to execute any such Instruction, if:-
- (a) we have any doubt on the authenticity, clarity or completeness of the Instructions;
 - (b) the form or content of such Instructions is not in accordance with the requirements or policies or practices as we prescribe from time to time;
 - (c) we believe or suspect that the Instructions are unauthorised or fraudulent;
 - (d) you have not complied with this Terms and Conditions or there has been a breach of this Terms and Conditions; or

(e) we deem appropriate in the circumstances;

and we shall not be liable to you for any loss, liability or expenses arising from us refraining or refusing to act.

3.3.8 You agree to indemnify us and to keep us fully indemnified at all times against any claims, demands, actions, proceedings, loss and expenses (including legal costs on a full indemnity basis) arising in any manner howsoever from our action on your Instructions, or as we deem fit, refusing to act on your Instructions or part of it.

3.4 Cancellation or amendment of your Instructions

3.4.1 We will not be obliged to cancel or amend any payment made or to be made pursuant to your Instructions or any Instructions after the same have been transmitted to us.

3.4.2 We will use all reasonable efforts to act on your request for such cancellation or amendment prior to execution of the Instructions, but we will not be liable if such cancellation or amendment is not effected in time or could not be made due to whatsoever reasons.

3.4.3 If we attempt to cancel or amend any Instructions at your request, you must pay all costs and expenses which we may incur to effect such request notwithstanding whether or not we successfully cancel or amend the Instruction.

3.4.4 For the avoidance of doubt, we shall not be taken to have received or to have notice of any cancellation or amendment of your Instructions until we have been informed by you in writing of the same.

3.5 User IDs, PINs, Passwords, Codes and Tokens

3.5.1 The Token(s) shall be used together with the User ID(s), PIN(s), Password(s), and/or code(s) to:-

(a) login and sign on, initiate, effect, perform and/or dispatch –

(i) any deposit, payment, withdrawal, transfer or other transaction on any Account(s);

- (ii) any communication to us or such other persons as may be acceptable to us or such other persons;
- (b) dispatch any of your Instructions;
- (c) use the Service;
- (d) access and obtain information as we may allow (whether relating to the Account(s), the Service or otherwise); and
- (e) effect any transaction with us as we may allow subject to this Terms and Conditions and such other restrictions and limitations as we may impose at our absolute discretion.

3.5.2 You agree and undertake that you shall take all reasonable steps to:-

- (a) keep the User ID(s), PIN(s), Password(s), Token(s) and code(s) secure at all times; and
- (b) ensure and prevent any unauthorised and/or fraudulent use of the User ID(s), PIN(s), Password(s), Token(s) and code(s) at all times;
- (c) not to part possession with the Token(s); and
- (d) prevent the loss or theft of the Token(s), amongst others:-
 - (i) you should not let any unauthorised person other than the Customer User to have possession of or use the Token(s);
 - (ii) you should not leave the Token(s) unattended inside any vehicle and/or at public places; and
 - (iii) if you have more than one Token(s), you should keep the unused Token(s) in a secure place.

You agree that the above list is not exhaustive and you shall take all reasonable care in ensuring that the User ID(s), PIN(s), Password(s), Token(s) and code(s) are secured.

3.5.3 You agree that the User ID(s), PIN(s), Password(s), and code(s) are strictly confidential and you hereby undertake not to disclose or expose or in any way cause the User ID(s), PIN(s), Password(s), and/or code(s) to be disclosed or exposed to any unauthorised person(s) via unsolicited emails or on any website other than the Website or in any other manner whatsoever.

- 3.5.4 You should memorise your User ID(s), PIN(s), Password(s), and code(s) and ensure that no written record of your User ID(s), PIN(s), Password(s), and code(s) are kept at any place or in any manner which may enable unauthorised third party to have access to or to use your User ID(s), PIN(s), Password(s), and code(s).
- 3.5.5 You should ensure that you log off from the Service before leaving your computer terminal.
- 3.5.6 You should not use a common User ID(s), PIN(s), Password(s), and code(s) such as, the last six (6) digits of identity card number, date of birth or telephone number. You agree that failing to comply with these requirements may expose you to the consequences of theft or unauthorised use of your User ID(s), PIN(s), Password(s), and code(s), in which event you will be liable for all transactions made and charges incurred under the Service, whether or not such transaction or charge is within your knowledge or authority.
- 3.5.7 If you become aware of or suspect that –
- (a) an unauthorised person knows your User ID(s), PIN(s), Password(s), and/or code(s);
 - (b) there has been unauthorised access to your Account(s) or the Token(s), or use of your User ID(s), PIN(s), Password(s), Token(s) and/or code(s);
 - (c) the Token(s) are lost or stolen;
 - (d) unauthorised transactions occurred; or
 - (e) there might be a breach of security of the User ID(s), PIN(s), Password(s) and/or code(s),

you must as soon as reasonably practicable notify us at the Call Centre. You must also give us all relevant information and reasonable assistance in investigating the matter.

- 3.5.8 We can impose a fee for any issuance and/or replacement of Token(s). Notwithstanding payment of such fee, you agree that if you managed to recover the Token(s) that you have reported to be lost or stolen, you will immediately return the Token(s) to us.

- 3.5.9 We can at our absolute discretion de-activate or revoke the use of such User ID(s), PIN(s), Password(s), Token(s) and code(s) or de-activate the Service at any time without assigning any reason and/or without prior notice to you. We can also de-activate or revoke your use of the Service if it cannot be accessed after a number of attempts have been made using your User ID(s), PIN(s), Password(s), Token(s) and/or code(s).
- 3.5.10 You will be liable for any unauthorised transactions which are linked to a lost, stolen or misused of your User ID(s), PIN(s), Password(s), Token(s) and/or code(s), unless:
- (a) you have notified us in accordance with Clause 3.5.7 above;
 - (b) you did not deliberately disclose the User ID(s), PIN(s), Password(s) and code(s) to any unauthorised person(s) via unsolicited emails or on any website other than the Website;
 - (c) you have taken all reasonable steps to keep the User ID(s), PIN(s), Password(s) and code(s) secure at all times; and
 - (d) you have not acted fraudulently.
- 3.5.11 We may send the User ID(s), PIN(s), Password(s), Token(s) and all other code(s) to you, the Customer User and/or the Approved Person via ordinary post or such other means as we may, in our absolute discretion deem fit. You will hold us harmless from and against any and all liability if the User ID(s), PIN(s), Password(s), Token(s) and all other code(s) fail to reach you, the Customer User and/or the Approved Person after dispatch or if the same are disclosed to any unauthorised persons whilst in transit.
- 3.5.12 Subject to Clause 3.5.19 below, we may issue to any Approved Person and/or the Customer User one or more Token(s) in respect of any Account(s) and for the purposes of enabling you to use the Service.
- 3.5.13 You will be solely responsible for the maintenance and operation of the Token(s) as well as all other equipment or other software necessary for accessing the Service.

- 3.5.14 We make no warranties, whether express or implied, that any or all of the Token(s) supplied will be suitable for your computer system or software, or is fit for any other purpose whatsoever, or is free of errors.
- 3.5.15 We can recall, terminate, suspend, cancel, decline to renew or replace any of the Token(s) at any time with or without any prior notice to you or the Customer User to whom the Token(s) may have been issue to, and may (but will not be obliged to do so) re-issue new Token(s) without assigning any reason and without any liability for any loss whatsoever.
- 3.5.16 If new or enhanced versions of the Token(s) or any other devices necessary for the operation of the Service are available or developed, we can decide not to continue with the use of the previous Token(s) and/or the aforesaid devices. If you do not upgrade or use the enhanced version of the Token(s) and/or aforesaid devices as we require, we can at our absolute discretion reject your Instruction and terminate the Service.
- 3.5.17 We can change the type or versions or specifications of any Token(s) to be used for the Service and we will notify you accordingly. If you cannot meet such requirements, we can at our absolute discretion reject your Instructions and terminate the Service.
- 3.5.18 If we so require, you must procure –
- (a) that all Token(s) issued to the Customer User are immediately returned to us upon the termination and/or the cessation of the Service or closure of the Account(s);
 - (b) the return to us of all Token(s) issued to any Customer User upon the resignation or removal of the Customer User;
 - (c) the return to us of all Token(s) issued to any Customer User at any point in time.
- 3.5.19 Any Token(s) and such other device, hardware or equipment and all documentation (including the User Guide) related to the Service provided to you by or through us will remain our sole and exclusive property. We grant to you a non-exclusive and non-transferable license to use the Token(s) only for the purposes described herein and in the User Guide. You must not disassemble, reverse engineer or alter any Token(s), and must not cause any portion or part thereof to be copied or modified, in

any form, in whole or in part, and must not allow any third parties to have access to the Token(s) or any documentation relating to the Service without our prior written consent.

3.5.20 By granting the use of the Token(s) to the Customer User, you agree and acknowledge that we have the right to do all things necessary to determine matters pertaining to the Token(s) including but not limited to the following:-

- (a) in the event that there is positive match in our database that any of the Customer User has been provided with the Token(s) for Service subscribed by the Third Party (hereinafter defined), we have the absolute discretion to enable or continue to enable the Token(s) (or if there is more than one Token(s), any of the Token(s)) for use by the Customer User for the Service subscribed by you and the Third Party without further notice or reference to you and the Third Party; and
- (b) upon receipt of request from you and the Third Party, we will enable and continue to enable Token(s) provided to any of the Customer User to be shared between you and the Third Party.

In such event and if you continue to use the Service, you are deemed to have accepted and acknowledged the risks of sharing the Token(s) with the Third Party and you irrevocably and unconditionally agree to hold us harmless from and against any and all liabilities in relation to sharing of the Token(s). For the purpose of this clause 3.5.20, "Third Party" refers to any of our customers including but not limited to the Customer Affiliates.

3.5.21 You will hold us harmless and fully indemnify us from and against any claim, demand, action and proceeding which may be made against us, and any damage, liability, loss and expense including legal costs (on a full indemnity basis) which we may incur or suffer directly or indirectly arising from or in connection with the use of the User ID(s), PIN(s), Password(s), Token(s) and/or the code(s) with or without your authorisation and/or the authorisation of the Customer User or otherwise due to your negligence or the negligence of any Customer User, misconduct or breach of this Terms and Conditions.

3.5.22 You acknowledge that only the Token(s) issued by us for the purposes of the Service may be used to access the Account(s) and/or carry out transactions through the Service, and that any improper use of other devices with the Token(s) may lead to the loss of security. You agree that we will not be liable in any way whatsoever for the consequences of such improper use and the indemnity given in Clause 3.5.21 shall extend to cover any such misuse of the Token(s).

3.5.23 Clause 3.5.21 and 3.5.22 will survive the termination or suspension of the Service, the User ID(s), PIN(s), Password(s), Token(s) and/or code(s).

3.6 Payments

3.6.1 Where we provide a list of payees to whom payment may be made through the Service, we can, but are not obliged to, without any prior notice, delete any payee from the said list or amend the contents of such list at our absolute discretion at any time.

3.6.2 We are not obliged to execute any of your Instructions to effect payment, and may cancel them without incurring any liability, upon the occurrence of any of the events set out in Clause 3.3.7.

3.6.3 You may instruct payments, schedule ad-hoc payments in advance or schedule installment payments at regular intervals and may cancel or change any scheduled payment (whether ad-hoc or installment) provided that you comply with all directions, terms or requirements that we may impose in respect thereof, including deadlines and specified notice periods for the communication of Instructions to effect a transaction to us. We can at any time with prior notice to you at our absolute discretion change the procedure or manner in which your Instructions for such payment service may be transmitted.

3.6.4 We may impose fees in respect of such payment service at such rates, on a regular or per transaction basis and if on a regular basis, at such intervals as we may decide from time to time. We will give you twenty one (21) days prior notice of any changes to the said fees.

3.6.5 We will not be liable for any claim, demand, action, proceeding, damage, liability, loss, or expense which may be made against you or which you may incur or suffer, arising from, or in connection with:-

- (a) any late payment due to your non-compliance with our directions, terms and requirements for effecting such payments through the use of the Service;
- (b) any failure of any third party through whom any such payment is made to transmit payment to the intended payee; and/or
- (c) any refusal or failure by us to effect any payment by reason of an order of court or a notice, request, directive or order issued pursuant to any statute, regulation, by-law (whether or not having the force of law but, if not having the force of law, the compliance of which is in accordance with the general practice of persons to whom the notice, request, directive or order is addressed).

3.7 Limits

3.7.1 We can at any time at our absolute discretion with prior notice set, vary or cancel the maximum financial limit specified in the Form for the Service for any transaction types, facilities services and products that may be carried out or provided through the Service, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability period, without incurring any liability to you or to any third party.

3.7.2 We can limit, cancel or suspend the Service in whole or in part at any time without giving any reason and where possible, with prior notice without incurring any liability, and may add to, withdraw, or change the types of transactions that may be available or carried out through the Service.

3.8 Pre-Authorised Instructions Service

3.8.1 The pre-authorized instructions service (“**PAI Service**”) will enable you to effect fund transfers from the Account(s) to any third party accounts maintained with us, which you have identified and registered with us (“**Registered 3rd Party Account**”).

- 3.8.2 You may submit to us your application for the PAI Service in the form prescribed by us from time to time together with such supporting documents as we deem fit. We may decline your application without giving any reason.
- 3.8.3 Upon approval of your PAI Service application, we will effect fund transfers from time to time in accordance with and upon receipt of Instructions from you. Such fund transfers will be effected by debiting the Account(s) and crediting the relevant Registered 3rd Party Account. No fund transfers to accounts other than Registered 3rd Party Accounts are permitted.
- 3.8.4 You may vary the particulars of the Registered 3rd Party Accounts and/or discontinue the PAI Service by completing and submitting to us such form as prescribed by us from time to time. Until we have received such form, we shall be entitled to continue to effect fund transfers and/or remittance from time to time upon receipt of your Instructions.

3.9 Electronic Mail Service

- 3.9.1 We make no representation or warranty as to the security of any information or instruction transmitted to us through the electronic mail service on the Website which are not in a form prescribed or approved by us as being a secured email (“**Non-Secured E-mail**”).
- 3.9.2 We will not be obliged to act on any Instructions (whether digitally signed or not) or to answer any queries received through the Non-Secured E-mail. You are advised not to send confidential information to us via the Non-Secured E-mail.
- 3.9.3 We will not be responsible for any loss of security or information regarding the Account(s) or any loss or damage suffered or incurred by you arising from or in connection with your failure in adhering to our instructions, procedures and directions in using the electronic mail service or failure to use electronic mail forms which are prescribed or approved by us as being secured (“**Secured E-mail**”).
- 3.9.4 We make no representation or warranty as to the accuracy of any advice or information (whether financial or otherwise) that may be transmitted by us to you

through the Website or the Secured Email. You must take independent steps to verify the accuracy of any such advice or information before acting on the same. We will not be liable for any loss or damage in any way arising from or in connection with your reliance on such advice or information.

3.9.5 All queries on the Account(s) and/or the Service may be sent to us through the Secured E-mail in the manner specified by us.

3.9.6 All communications through the Secured E-mail that meet our operating standards and requirements will be deemed to be valid, accurate and has the same effect as if it is a written and/or signed documentary communications.

3.10 Rates

3.10.1 Foreign exchange, interest/ compensation and other rates and information, including news and reports on such rates or information made available under the Service are only indicative of the actual rates, quotes or information and are subject to change without prior notice.

3.10.2 You will bear sole responsibility for any and all loss and damages arising from or in relation to your reliance on such news and reports in making your decisions to undertake any transactions through the Service.

3.11 Availability of the Service

3.11.1 We can vary, add to or withdraw any portion of the Service at any time with prior notice and without liability whatsoever.

3.11.2 We will use all reasonable endeavors to ensure that the Service will be available during the times set out in the User Guide or elsewhere, provided that nothing herein shall be construed or deemed as a warranty by us that the Service will be available (whether uninterrupted or available at all) during such specific times.

3.11.3 We can at any time, in our absolute discretion and without prior notice, temporarily or permanently suspend the operations of the Service (for updating, maintenance and

upgrading purposes or any other purposes whatsoever that we may deem fit) without any liability whatsoever to you or any third party.

3.12 Prohibited Use

3.12.1 You must not use or disclose any material and/or information pertaining to the Service other than to access and use the Service.

3.12.2 You agree that you shall not reproduce, sell, distribute or in any way whatsoever allow any third party access to the aforesaid material and/or information we provide to you on or via the Service

3.13 Computer Terminals and Network Access

3.13.1 You must ensure that any computer, wireless and other equipment which you may use to access the Service are well-maintained and are free from computer viruses and programs of any kind which may cause harm or damage, including the installation of anti-virus programs to prevent the said computer, wireless and other equipment from acquiring and/or transmitting such viruses or programs.

3.13.2 We will not be liable for any loss, damage or embarrassment incurred or suffered by you or any third party arising from any intrusion or attack by any person or party on or any defect in any equipment or computer or system interferences, viruses, trojan horses, worms, other harmful components, disabling devices and/or defects that may suspend, interfere or disrupt the Service, your telecommunication or computer system or that of ours, the internet service provider, telecommunication service provider or other service provider.

3.13.3 We can specify and at any time change the type, version or specification of any device, software, hardware or equipment that may be required to access and use the Service and we will notify you accordingly. If you do not comply with such specifications, we can suspend and/or terminate the operation of or your access and use of the Service without any liability whatsoever to you or any third party.

3.13.4 You are solely responsible:

- (a) to ensure that the equipment, computer terminal, related software and hardware meet the minimum requirements specified by us from time to time; and
- (b) for the installation, maintenance and security of your computer terminal, related software (including the internet browser software) and hardware used to access the Service.

3.13.5 Your access to the Website and the Service through a Network Service Provider will be subject to the terms and conditions of the Network Service Provider.

3.14 Other e-payment services through the Service

3.14.1 You may subscribe other e-payment services initiated by the Malaysian Electronic Clearing Corporation Sdn Bhd (“**MyClear**”) offered by us through the Service which include, amongst others, JomPAY and the Financial Process Exchange (“**E-Payment Service**”).

3.14.2 You may submit to us your application for the E-Payment Service in the form prescribed by us from time to time together with such supporting documents as we deem fit. We may decline your application without giving any reason.

3.14.3 In addition to this Terms and Conditions, you agree that the use of the E-Payment Service is also subject to MyClear’s procedures and terms and conditions governing the use of the E-Payment Services as set out at MyClear’s official website at <http://www.myclear.org.my/>. which may be subject to amendment by MyClear from time to time.

3.15 Other Services

3.15.1 We may introduce new services and/or products through the Service from time to time, and the use of the new services and products will be subject to this Terms and Conditions and any additional terms and conditions as we may impose at our absolute discretion.

3.15.2 By using the new services and/or products, you will be deemed to have read and fully understood such additional terms and conditions relating to the new services and/or products and are agreeable to be bound by the same.

3.16 Single Sign-On Service

3.16.1 You and the Customer Affiliates may submit to us application to subscribe to single sign-on option in the form prescribed by us from time to time together with such supporting documents as we deem fit (“**Single Sign-on Service**”). We may decline such application without giving any reason.

3.16.2 Upon approval of the application, you and the Customer Affiliates may perform transactions on the Account(s) and/or the Customer Affiliate’s account(s), as the case may be, through the Service.

3.16.3 You and the Customer Affiliates may share a set of Token(s) at your option upon your request.

3.16.4 You hereby acknowledge and accept the risks of sharing the Token(s) with the Customer Affiliates, and you irrevocably and unconditionally agree to hold us harmless from and against any and all liabilities by granting access to the Token(s) to the Customer Affiliates.

4. REPRESENTATIONS AND WARRANTIES

4.1 You hereby represent and warrant to us that –

- (a) you have, under your constitutive documents, the full capacity, authority and power to enter into all documents (including but not limited to this Terms and Conditions) in relation to and/or in connection with the Service;
- (b) you have all authorisations, consents, licenses and/or approvals required under all applicable laws to accept and agree to this Terms and Conditions, to operate the Account(s), to issue Instructions, to enter into all relevant transactions and to act or perform all actions required or deemed necessary by us in relation to and/or in connection with the Service and this Terms and Conditions; and

(c) such individual or individuals appointed pursuant to Clause 3.2 are duly and properly appointed in accordance with your constitutive documents or any other relevant documents.

4.2 If we provide you with any third party information, you acknowledge and agree that we do not thereby warrant the accuracy or completeness of any such third party information.

4.3 Neither the Group, nor any relevant internet service provider, information provider, or any other software supplier makes any express, implied or statutory warranties relating to the Service, the direct access software or service or browser, including any warranty or merchantability, fitness for a particular purpose or non infringement of third party proprietary rights or that they are free of errors.

4.4 Whilst reasonable care has been taken in preparing the information and material contained in the Website, we do not warrant the accuracy, adequacy or completeness of the information and material (including all text, graphics and links to other websites) contained in the Website.

4.5 Although we will use all reasonable endeavors to ensure that the Service cannot be accessed by unauthorised third parties, we do not warrant the security or confidentiality of any information transmitted through any relevant internet service provider, network system or such other equivalent system in any jurisdiction via the Service.

4.6 Nothing in the Website should be construed as a solicitation of offer of recommendation to acquire or dispose of any investment or to engage in any transaction or to provide any investment advice or service.

4.7 No oral or written communication or advice issued by our Group will extend or supersede the scope of these warranties.

5. EVIDENCE

5.1 You agree not to dispute the validity, accuracy or authenticity of any evidence of your Instructions and communications transmitted electronically between the parties,

including such evidence in the form of our computer records or transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of information storage.

- 5.2 Except in the event of manifest error or fraud, you agree to refer to and to treat all such records or transaction logs, magnetic tapes, cartridges, computer printouts, copies or other form of information storage as conclusive evidence of all of your Instructions and other communications received or sent by us.
- 5.3 You agree that all such records will be binding upon yourself, and that you will not be entitled to dispute the validity or authenticity of the same.
- 5.4 All such instructions and communications that meet the operating standards and requirements of the Service will be deemed to be as good as, and given the same effect as, written and/or signed documentary communications.

6. PAYMENTS, FEES AND RIGHT TO DEBIT

- 6.1 You must pay us the subscription fees and other costs, taxes, levies, charges, expenses and interest / compensation for the use of the Service at such rate as we may decide from time to time. We will give you twenty one (21) days notice of any changes to the said fees. We can recover from you any additional, special or out-of-pocket expenses incurred on your behalf.
- 6.2 If the Designated Account(s) is closed for any reason whatsoever, we can select any of your other existing Account(s) and designate it as the Designated Account(s) until you inform us in writing that you wish to designate a different Account(s) as the Designated Account(s).
- 6.3 We can at our absolute discretion with prior notice to you vary, add to, or withdraw the types of facilities, services and products of the Service for which fees may be imposed without any liability whatsoever.
- 6.4 All other terms and conditions between you and us for the payment of fees, costs, taxes, levies, charges, expenses and interest / compensation will continue to be in force and will be in addition to, and will not be affected by the provisions in this Terms

and Conditions for the payment of fees, costs, taxes, levies, charges, expenses, and interest / compensation in relation to the Service.

- 6.5 You agree to be responsible for all charges incurred in accessing the Account(s) or such other account we designate pursuant to Clause 6.2, through or otherwise using the Service (including telephone charges and internet service provider's charge).
- 6.6 All fees, costs, taxes, levies, charges, expenses, interest / compensation and other amounts payable to us under this Terms and Conditions shall be made in Ringgit Malaysia.
- 6.7 You are liable to pay for any goods and services tax or other taxes or levies which as at the date of this Service or at any date subsequent to the date of this Service, is required by law (including the Goods and Services Tax Act 2014) or regulations, guidelines, decisions or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines, decisions or directives) to be paid to any body or authority having jurisdiction over us, in respect of any moneys charged or incurred by us in relation to and/or in connection with the Service. Unless otherwise stated by us at any time, any fees and charges notified to you are inclusive of any applicable goods and services tax at the prevailing rate. Where we have stated otherwise, you shall be liable to pay the applicable goods and services tax in addition to our fees and charges.
- 6.8 Any goods and services tax or other taxes or levies incurred by us in relation to the Service and any other goods or services provided under the Service shall be borne by and charged to you and in the event that we shall effect any payment, you shall be liable to reimburse us for such amounts paid.
- 6.9 Your obligation to pay us the fees, charges, expenses, levies, taxes, interest / compensation and such other amount stated in this Clause 6 will survive the termination, expiration or suspension of this Terms and Conditions, or our revocation and deactivation of your access to the Service.

7. OUR SECURITY RIGHTS AND RIGHT OF SET-OFF

- 7.1 Without affecting our rights at common law, we can, but are not obliged, in relation to any of your liability arising under this Terms and Conditions, without demand at any time and by giving seven (7) days' notice, combine or consolidate all or any of your Account(s) (which include trade names or sole-proprietorships), and to set-off any credit balances (whether matured or otherwise) in any one or more such accounts wherever situated (including those in overseas branches) against any of your liabilities on any account or in any respect, whether such liabilities are present or future, actual or contingent, primary or collateral, several or joint.
- 7.2 If, despite the set-off pursuant to Clause 7.1, there remains an outstanding amount due (including where such amount is due to the conversion of currency pursuant to Clause 7.3), you must immediately pay us the outstanding amount due. We can refuse any withdrawal from the said accounts until all such outstanding amounts have been fully repaid.
- 7.3 Where such set-off requires the conversion of one currency into another, the conversion will be calculated at our own prevailing rate of exchange (as we will decide at our absolute discretion) on the date of the set-off.
- 7.4 We can, if there is an event of any default or non-payment by you of any other debt, obligation or liability to us, sell any Collateral (defined in Clause 7.5) by way of public or private sale without any judicial proceedings, and retain from the proceeds the total amount remaining unpaid, including all costs, legal fees and costs (on an indemnity basis) charges and other expenses incidental to such sale. You must immediately upon demand pay us the amount of any deficiency.
- 7.5 "Collateral" means any funds, documents, instruments, chattels, bonds, debentures, shares or other securities and any valuables held by us in your name or on your behalf, including Collateral in safe custody.

8. SUSPENSION AND TERMINATION

- 8.1 We can, at our absolute discretion, terminate this Terms and Conditions or suspend, de-activate or revoke part or all of the Service without any reason at any time by notice to you and without incurring any liability.
- 8.2 We will not be liable in the event of such suspension, de-activation or revocation of the Service. We can (but are not obliged to) terminate this Terms and Conditions and de-activate the Service if you fail to access the Service within such number of attempts decided by us.
- 8.3 You can only terminate the Service and this Terms and Conditions by giving 30 days' prior written notice to us, and the notice will only be effective once we receive it.
- 8.4 We can suspend, de-activate or revoke the Service if we suspect or have reason to suspect that your Instructions are unauthorised, in which case we can terminate the Service and this Terms and Conditions or require you to re-apply for User ID(s), PIN(s), Password(s), code(s) and Token(s) without incurring any liabilities.
- 8.5 We can (but not obliged to) rely on and carry out any Instructions we receive prior to the termination, suspension or revocation of your use of the Service. You can change such Instructions, subject to our prior written consent, and provided that you comply with all directions, terms and requirements that we may impose, including any deadlines and the notice period for changing Instructions.
- 8.6 The termination of the Service will not affect your existing mandate, instructions or authorisations given to us in respect of your Account(s) governed by the respective rules and regulations and terms and conditions.
- 8.7 Your obligation to pay all fees, costs, charges, expenses and amount accrued up to the date of termination will survive the termination and/or suspension of this Terms and Conditions and the Service.
- 8.8 You must return to us the Token(s) and such other device, hardware or equipment which we have supplied to you, and destroy any copies in your possession immediately following the termination of the Services and this Terms and Conditions.

9. CURRENCY EXCHANGE INDEMNITY

- 9.1 Any conversion from one currency into another in connection with the Service will be effected in such manner as we decide at our absolute discretion, and at our then prevailing rate of exchange. Any loss, cost, charge and risk resulting from the conversion of one currency to another in connection with the Service will be borne solely by you, and you authorise us to debit any such loss, cost, or charge to any of your accounts with us (whether or not linked to the Service).
- 9.2 If the Account(s) do not have sufficient funds to pay for any transactions in full, we can liquidate any of your foreign exchange positions and cancel the transaction, and you will be liable for any and all losses (including foreign exchange loss), damages, charges (including replacement fees) and fees which may be incurred.
- 9.3 Any amount we receive or recover in respect of any sum due to or from you under this Terms and Conditions in a currency (“Foreign Currency”) other than the specified currency (“Contractual Currency”) for any transaction will only constitute a discharge to you to the extent of the amount in the Contractual Currency which we are able, in accordance with our usual practice, to purchase with the amount so received or recovered in the Foreign Currency on the date of receipt or recovery (or on the first date on which it is practicable to do so). If the amount in the Foreign Currency is less than the amount in the Contractual Currency due to us under this Terms and Conditions, you will indemnify us from and against any and all losses we may sustain.
- 9.4 You will indemnify us from and against the cost of making any such purchase referred to in Clause 9.3.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The copyright in and to the contents of the Website (save for information pertinent to your Account(s) or information personal to you in your capacity as a customer) is owned by or licensed for use by us.

10.2 No part of the contents may be reproduced, distributed, published, modified, displayed, broadcasted, hyperlinked or transmitted in any manner or by any means stored in an information retrieval system without our prior written consent.

10.3 The trade and service marks displayed on the Website are our sole and exclusive property and/or exclusive property of other relevant third parties. No right or license is given for any reproduction of use of any such trade and service marks.

11. DISCLAIMER

11.1 To the extent permitted by law, we will not be liable for any damages or loss of any kind, including direct, indirect, incidental, special or consequential damages, expenses or losses arising out of, or in connection with your use or inability to use the Website, or in connection with any error, omission, defect, computer virus or system failure, or loss of any profit, goodwill or reputation, even if expressly advised of the possibility of such losses or damages, arising out of or in connection with the access of, use of, performance of, browsing in or linking to other sites from the Website.

11.2 To the fullest extent permissible by law, we will not be responsible or liable for any loss, damage, or embarrassment incurred or suffered by you or any third party in connection with –

- (a) your failure to provide accurate, complete and timely instructions to us under the Service or your failure to comply with this Terms and Conditions;
- (b) your inability to perform any of the transactions due to limits set by us;
- (c) any error, alteration, destruction of the Instructions, data or information to or from us through the Service and the internet;
- (d) any intrusion or attack by any person or party or any hardware, software or system used in relation to the Service or on the internet, including viruses, trojan horses, worms and/or macros or other harmful components or disabling devices that may suspend, disrupt or disable the Service;
- (e) any restriction or prohibition on the use of the Service by any laws or regulations of any country from where you access the Service;
- (f) the insufficiency of funds in any of your Account(s);
- (g) any loss or damage caused by equipment, the internet browser providers or by the internet service providers or their agents or sub-contractors;

- (h) any breakdown or malfunction of any equipment, system or software used in connection with the Service, whether or not belonging to us, including any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, telecommunications or other communications network or system or any part of the electronic fund transfer system if you have acted fraudulently or as a result of your willful default.
- (i) any use, misuse, purported use or misuse, loss, theft or unauthorised use of your PIN(s), Password(s), code(s) or User ID(s) and/or the purported use or misuse of the Service caused by you;
- (j) your failure to comply with the latest instructions, procedures and directions for use of the Service;
- (k) the corruption or loss of any data or instruction or in the course of transmission, whether through the Service or otherwise used by any other third party whether or not in connection with your Account(s) or the Service;
- (l) the funds in the Account(s) are not available for utilisation because they have been earmarked or provided to us as security, or we are exercising our lien over the funds in the Account(s), or pursuant to our rights under our various standard terms and conditions governing various banking facilities and services; or
- (m) us knowing or having reason to believe that a fraud, criminal act, offense or violation of any law or regulation has been or will be committed .

11.3 The information on the Website is provided for general information only. You should not rely on or use the information as a basis for making business decisions. We accept no liability for any loss or damage arising from your reliance on any material or information on the Website.

11.4 We may provide links to other websites for informational purposes, and to enable you to purchase goods and services, or to make online payments for bills through links provided on the Website ("Third Party Links"). We have no control over, and do not monitor or review, the contents of the Third Party Links. Access to such Third Party Links is entirely at your own risk.

11.5 We do not make any endorsement or warranty regarding the content, products purchased online or online payment services obtained through the Service, or the availability or accessibility of such Third Party Links. We will not be liable for any loss

or damage arising from your use of or reliance on such content, information, goods or services available on such external sites or resources through such Third Party Links.

- 11.6 All materials concerning the purchase of goods or services, or the making of online payment for bills are solely between you and the relevant third parties. We are not a party to such transactions and will not be liable for –
- (a) failure to provide goods and services;
 - (b) failure to provide goods and services in conformity with the contractual quantity, quality and kind;
 - (c) the incorrect debiting of your accounts in relation to the payment of goods and services or the making of online payment for bills;
 - (d) a delay in the provision of goods and services; or
 - (e) a breach of any applicable law in the provision of the goods and services by third parties.
- 11.7 We do not make any representation and warranty relating to, amongst others, financial, economic or account reports, information, data or statistics provided on or through the Website and the Service (except for information in relation to your Account(s)).
- 11.8 To the fullest extent permissible by law, we shall not be liable for the failure of any service or any damage, loss or expense (including direct, indirect, special or consequential damage or economic loss) arising despite our best efforts and so long as we act in good faith, including through any –
- (a) access to, use of or inability to access the Website;
 - (b) faulty installation of any software or hardware;
 - (c) system, server or connection error, failure, fluctuation, inaccuracy, defect, delay in operation or transmission of computer virus;
 - (d) use, purchase or sale of any service, product information or data obtained from the Website or from a website linked to the Website;
 - (e) failure to send or acknowledge internet e-mails;
 - (f) acts or omissions of internet service providers;
 - (g) errors in the transmission of instructions, data or information to or from us;
 - (h) inaccurate, incomplete, or garbled instructions from you; or
 - (i) unauthorised access by third parties to any information generated because of your use of the Service and/or the Website.

11.9 Whilst reasonable care has been taken to prepare the information and materials available on the Website, the information and materials available on the Website (save for information on your Account(s) or information personal to you in your capacity as our customer) are provided on an “as is” and “as available” basis without warranties of any kind. We do not make any representation about the character, quality, promptness or performance of the Service or any service obtained through the Website.

11.10 You accept sole responsible for any damage to your computer system and any loss of data resulting from the downloading of any material from the Website. By subscribing to the Service, you also hereby acknowledge and agree to accept the inherent risks associated with transactions carrying out through the internet.

12. INDEMNITY BY CUSTOMER

12.1 By using, and continuing to use, the Service and/or accessing and using the products and services provided through the Service, you undertake to keep us and our Group fully and effectively indemnified from and against any and all actions, liabilities, costs, claims, losses, damages, proceedings and/or expenses (including all legal cost on an indemnity basis) to which we may be subjected to in relation to the provision of the Service, which includes –

- (a) your use of the Service;
- (b) any unauthorized Instructions that might be transmitted through the Service or any inaccurate, garbled or incomplete Instructions;
- (c) our recovery of or attempted recovery from you of any monies due to us, or our enforcement of this Terms and Conditions or in connection with any involvement by us in any proceedings of whatsoever nature for the protection of or in connection with the Service;
- (d) any change in any law, regulation or official directive which may have a material adverse effect on this Terms and Conditions or us; and
- (e) any breach by you of any of your obligations provided for in this Terms and Conditions;
- (f) any person for or in connection with any action or proceeding taken to recover monies due and payable by you to us under this Terms and Conditions; and
- (g) any cause related to the Service or this Terms and Conditions.

12.2 For the purposes of this Clause 12, we will be deemed to contract on behalf of and for the benefit of all persons who are or may be its directors, employees, nominees and agents from time to time and all such persons shall to this extent be or be deemed to be parties to this Terms and Conditions.

13. LIABILITY

13.1 This Terms and Conditions (which include where consistent the documents described in Clause 2) constitute the entire agreement between you and us. To the fullest extent permissible by law, neither us, nor our Group, will be liable under any circumstances for any loss of business, profits or goodwill or for any indirect, special or consequential damages of any kind arising in any way, including from you use or inability to use the Service or from errors, effects, delays or failures in transmission or operation.

13.2 If we are held liable as a result of providing the Service, our liability arising for any reasons whatsoever, will be limited to direct loss or damage which, in the ordinary course of events, might reasonably be expected to result from the circumstances in question, and only if such loss or damage is caused by our gross negligence or willful default, and the extent of the liability will be determined at our absolute discretion, notwithstanding the extent of the loss or damage in question.

13.3 You agree that our only liability to you in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with this Terms and Conditions and the Service will not exceed the amount of the transaction involved which gave rise to the claim or the direct damages sustained, whichever is the lower.

14. CIRCUMSTANCES BEYOND OUR CONTROL

14.1 If we become wholly or partly unable to observe or perform this Terms and Conditions because of causes beyond our control, including equipment, system or transmission link malfunctions, failure or sabotage, fire, flood, explosion, acts of elements, acts of God, accidents, epidemics, strikes, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of any government or regulator or competent jurisdiction, or by any other causes which we cannot

reasonably be expected to avoid, the performance of our obligations affected by such causes will be excused as long as such causes continue.

14.2 We will not be in any way liable for any delay, loss, damage or inconvenience because of any of the abovementioned causes.

15. DISCLOSURE OF INFORMATION

15.1 You agree that we (including our officials, employees, agents or any other persons who we grant access to our records, correspondence or any material relating to you or the Account(s)) can disclose at any time at our absolute discretion without notifying you beforehand, any information relating to you, any of your Approved Person, Company Administrators, Company Users, Company Signatories or an Account, to the following persons:-

- (a) any members of our Group for any of the following purposes:-
 - (i) providing you with banking services;
 - (ii) reporting;
 - (iii) data matching;
 - (iv) improving and furthering the provision of other services by us;
 - (v) fraud or crime prevention;
 - (vi) investigating, preventing or otherwise in relation to money laundering and criminal activities;
 - (vii) debt collection;
 - (viii) outsourcing our operations;
 - (ix) performance of duties as an officer of the bank or in connection with the conduct of audit or the performance of risk management;
 - (x) facilitating the performance of our or any members of our Group's function;
 - (xi) compliance with our Group's policies, guidelines, directives or requirements;
 - (xii) corporate exercise;
 - (xiii) any legal process initiated by or served on us;
- (b) any Customer Affiliate which accesses and utilises the Service;
- (c) any person, whether in Malaysia or elsewhere, who provides electronic or other services to us for the purpose of providing, updating, maintaining and

- upgrading the said services, including but not limited to investigating discrepancies, errors or claims;
- (d) to any person, whether in Malaysia or elsewhere, which we engage for the purpose of performing or in connection with the performance of services or operational functions which have been out-sourced;
 - (e) the police or any public officer conducting an investigation in connection with any offence including suspected offences;
 - (f) to other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
 - (g) our auditors, solicitors, and professional advisors;
 - (h) our stationery printers, vendors of the computer systems we use, and to such persons installing and maintaining them and other suppliers of goods or service providers we engage;
 - (i) any receiver we appoint or appointed by any other party;
 - (j) any credit bureau of which we are a member, and any other members and/or compliance committee of such credit bureau;
 - (k) any rating agency, insurer or insurance broker or direct or indirect provider of credit protection;
 - (l) any actual or potential participant or sub-participant in relation to any of our obligations under the banking agreement between you and us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;
 - (m) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any members of our Group;
 - (n) any person to whom we or any members of our Group is permitted or required to disclose to under the law of any country; and
 - (o) any other person to whom such disclosure is considered by us to be in our interest, or the interest of any members of our Group (not applicable to strategic alliance for marketing and promotional purpose);
 - (p) any person connected to the enforcement or preservation of any of our rights under this Terms and Conditions;
 - (q) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over us;
 - (r) any of your directors; and
 - (s) any person for or in connection with any action or proceeding taken to recover monies due and payable by you to us under this Terms and Conditions.

15.2 We will not be liable to you for the disclosure of any information to any person regarding yourself, the Account(s) and/or your other accounts with the Group in connection with you or your Approved Person, Company Administrators, Company Users, Company Signatories neglecting or failing to keep the User ID(s), Password(s), code(s) and PIN(s) confidential, or your failure to take urgent action upon discovering that the security and/or confidentiality of your User ID(s), PIN(s), Password(s), code(s) and /or Token(s) have been compromised, including changing the User ID(s), PIN(s), Password(s), code(s) and /or Token(s) and immediately informing us of the same upon discovering any compromise in the security and/or confidentiality of the User ID(s), PIN(s), Password(s) and/or code(s).

15.3 Clause 15.2 shall survive the termination of this Terms and Conditions.

16. DATA PROTECTION

16.1 You hereby confirm that you have received, read, understood and agreed to be bound by the Privacy Notice issued by us (which is available at our branches as well as at the Website and the clauses in this Terms and Conditions as may relate to the processing of your Personal Data. For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Terms and Conditions.

16.2 You agree and consent that we may transfer the Personal Data outside of Malaysia. All Personal Data held by us and the Group will be accorded a reasonable level of protection against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or deletion.

16.3 In the event you provide Personal Data relating to third parties, including data relating to your next-of-kin and dependents (where you are an individual) or data relating to your directors, shareholders, officers, individual guarantors and security providers (where you are a corporation), for the purpose of opening or operating the Services, with us or otherwise subscribing to our products and services, you:

- (a) confirm that you have obtained their consent or are otherwise entitled to provide this data to us and for us to use it in accordance with this Terms and Conditions;

- (b) undertake that you have informed the said third parties to read the Privacy Notice at the Website;
- (c) have informed the said third parties:-
 - (i) that we may collect or verify their personal and financial data with third party sources;
 - (ii) that we may disclose their personal data to classes of third parties described in our Privacy Notice;
- (d) agree to ensure that the personal and financial data of the said third parties is accurate;
- (e) agree to update us in writing in the event of any material change to the said personal and financial data; and
- (f) agree to our right to terminate this Terms and Conditions and the Services should such consent be withdrawn by the said third parties.

16.4 Where you instruct us to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including data relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing us and/or our agents to enter into any cross-border transaction on your behalf, you agree to the above said disclosures on behalf of yourself and others involved in the said cross-border transaction.

16.5 Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to us and the Group (whether in or outside Malaysia), you agree that we and the Group, and our merchants and strategic partners may contact you about products, services and offers, which we believe may be of interest to you or benefit you financially. Notwithstanding the foregoing, we will only disclose your Personal Data (excluding data relating to your affairs and the Services) with our merchants and strategic partners where your express prior consent has been obtained.

- 16.6 You may choose not to receive any direct marketing materials from us and the Group by writing in to us at 'Personal Financial Services, P.O. Box 13525, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur' (or such other address notified by us) with your request and we will abide by your latest written instructions to us.
- 16.7 You acknowledge that certain communications such as statement of account and the Websites contain standard information regarding our other products and services that cannot be removed without affecting the delivery/provision of our services and/or products, the operation of the Services and/or facilities with us, and/or without imposing additional costs to you.
- 16.8 You are entitled to request in writing:
- (a) for any information in relation to your Personal Data that we hold or store, upon payment of a prescribed fee;
 - (b) for any information held or stored by us to be updated, amended and/or corrected;
 - (c) for us to limit the processing of your Personal Data held or stored by us; and
 - (d) to make an enquiry or complaint in respect of our processing of your Personal Data.

For requests under (a) or (b), you may make a request to us via our Data Access Request Form or Data Correction Request Form respectively. These forms are available at our branches as well as at the Website.

You may direct all your requests to any of our branches or 'Customer Communications Management, P.O. Box 11212, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur'.

We may charge a fee for processing your request for access or correction. We may also refuse to comply with your request in respect of (a) or (b) above if the information supplied by you is insufficient (as determined by us) or where such request may breach or violate any law or regulation or any other reason which we deem not to be in our interest to do so. If we refuse to comply with such request, we will inform you of our refusal and reason for our refusal.

- 16.9 You are responsible for ensuring that the information you provide us is accurate, complete and not misleading and that such information is kept up to date.
- 16.10 Please note that if you subsequently withdraw your consent to process your Personal Data as given earlier to us, as we will not be able to process and/or disclose your Personal Data in relation to the purposes set out in the Privacy Notice, we will have the right to not provide or discontinue the provision of any product, service, the Services and/or facilities that is linked to such Personal Data.
- 16.11 We reserve the right to amend this Clause 16 from time to time at our sole discretion and shall provide prior notification to you in writing and place any such amendments on the Website or by placing notices at the banking halls or at prominent locations within our branches or by such other means of communication deemed suitable by us.
- 16.12 This Clause 16 shall be without prejudice to any other clause in this Terms and Conditions which provides for the disclosure of data.

17. NOTICES AND COMMUNICATIONS

- 17.1 Any notices required to be given in respect of the Service by us to you may be given in any of the following manner as determined by us at our absolute discretion:
- (a) By electronic mail to your last known e-mail address in our records. Such notices will be deemed to be received 24 hours after transmission.
 - (b) By facsimile or telex to your last known facsimile or telex number in our records. Such notices will be deemed to be received upon confirmation of the transmission from the transmitting machine.
 - (c) By ordinary post or registered post or courier sent to or left at your last address registered with us. Such notices will be deemed received by you within five Business Days from posting if sent by ordinary or registered post, and within three Business Days from sending if sent by courier.
 - (d) By displaying the notices at our branch premises or the Website. Such notices shall be deemed effective within seven days from the date of such display.

- (e) By way of advertisement or general notice in one major national newspaper. Such notice will be deemed effective from the date of such notice or the date specified in the notice, as the case may be.
- 17.2 Unless otherwise provided herein any notice (excluding Instructions) required to be sent by you to us may be given in any of the following manner:
- (a) Through the Service to us. Such notices will be deemed to be received once you receive a confirmation of such receipt via electronic mail from our system.
- (b) Via any Approved Communication Channel to the Call Centre (the 24 hours banking services (including but not limited to the fax service) made available by us to you via the use of the fixed telephone lines or such other similar line of communications as we may determine). Such notices will be deemed received by us in accordance with the time specified with respect to such Approved Communication Channel.
- (c) By ordinary post or registered post or courier sent to or left at the branch where the Account(s) is maintained. Such notices will be deemed received by us within five Business Days from posting if sent by ordinary or registered post, and within three Business Days from sending if sent by courier.
- 17.3 We will not be responsible for what may happen to notices or communications after they are sent, for example if any notice or communication is delayed, intercepted, lost, fails to reach or is disclosed to any one during transit.
- 17.4 You must immediately inform us of any changes in your personal details, your telephone or facsimile numbers or your electronic mail, correspondence and/or residential address in writing or via an Approved Communication Channel.
- 17.5 In respect of the account activity transactions relating to the Account(s), please note that the same may be retrieved through the Service. The physical statement of the Account(s) will be delivered to you by way of ordinary post periodically at your last address registered with us.

18. AMENDMENTS

We can, at any time at our absolute discretion, vary, add to, delete or amend this Terms and Conditions in relation to the Service, charges or handling charges by giving you twenty one (21) days prior notice, either through your statement of account, eStatement or by way of posting on the Website or in any other manner that we choose. The variation or change will be effective from the date stated in the notice. If you do not accept the amendments, you must terminate the use of the Service within seven (7) days from the date of notification, otherwise you will be deemed to have accepted and agreed to such changes and such changes will be binding on you.

19. WAIVERS

Our waiver of any breach or default of any of the provisions of this Terms and Conditions by you will not be construed as a waiver of any succeeding breach of the same or other provisions, and any delay or omission on our part to exercise or avail ourselves of any right, power of privilege that we have or may have will not operate as a waiver of any breach or default by you.

20. INVALIDITY OF ANY PROVISION/ SEVERALIBILITY

The invalidity or unenforceability of any provisions will not affect the underlying intent of this Terms and Conditions, and the invalid or unenforceable provision will be severable, and will not affect the validity or enforceability of the other terms and provisions, which will remain in full force and effect.

21. COMPLIANCE WITH COURT ORDERS

We and our Group can act in any way we see fit, without consulting you beforehand, if we are served with a court order issued by a court of any jurisdiction. You agree that you will not hold us liable for any loss or damage in connection with our actions.

22. INFORMATION REQUEST

- 22.1 You must provide and disclose to us within such time prescribed by us, any information statements and explanations relating to the Account(s) which we deemed necessary in order to:-
- a) comply with laws or sanctions of Malaysia or any other country (including but not limited to those relating to anti-money laundering or anti-terrorism); and/or
 - b) manage money-laundering risk or terrorism-financing risk or economic and trade sanctions risk.
- 22.2 Pending our receipt of the information from you and until we have verified the information to our satisfaction, we are not obliged to proceed with any transactions or disbursements.
- 22.3 You declare and undertake to us that the processing of any transactions will not breach any laws or sanctions in Malaysia or any other country. We will not be liable for any loss arising from any delay or failure to process any transactions due to inadequate information and documentation provided by you.

23. RETENTION OF RECORDS

You agree that we are not obligated to maintain any of your records, including but not limited to any application forms, transaction documents, statement of accounts, correspondences or documents provided to us by you or any other third party, exceeding any retention period as set out under our internal policies, guidelines and procedures and/or as provided under any applicable laws or regulations of any country having jurisdiction over us.

24. PRESERVATION OF RIGHTS AND ENTITLEMENT

Our rights and entitlements under this Terms and Conditions will remain in full force and effect, and will survive any cancellation, revocation or suspension of the use of the Service.

25. CHANGE IN CONSTITUTION

This Terms and Conditions will continue to be valid and binding for all purposes, despite a change in our constitution.

26. UNLAWFUL TRANSACTIONS

You cannot use the Service for any unlawful activities. If we find, suspect or have reasons to believe that the Service has been used for any unlawful activity, we may take any actions we consider appropriate in order for us to meet any obligation or requirement in Malaysia or elsewhere in the world in connection with the prevention or any unlawful activity including but not limited to fraud, money laundering, terrorist activity, bribery, corruption or tax evasion or the enforcement of any economic or trade sanction. The actions we may take include immediately suspending or terminating the use of the Service, making reports and taking such appropriate actions as we may decide at our absolute discretion.

27. ASSIGNMENT

We may at any time and without your consent assign all or any of our rights, title and interest under this Terms and Conditions to any person or corporation. You may not assign any of your rights and obligations under this Terms and Conditions.

28. GOVERNING LAW AND JURISDICTION/ SERVICE OF LEGAL PROCESS

28.1 This Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. You hereby agree:

- (a) that we may at our absolute discretion choose to institute any legal proceedings whatsoever against you in the courts of Malaysia or in any other part of the world;
- (b) that any legal proceedings whatsoever against us shall be instituted by you solely in the courts of Malaysia unless we otherwise agree in writing;
- (c) that any judgment or order of court made against us shall not be enforceable or executed against any of our overseas branch

- (d) that you shall not object to and hereby waive(s) any objection which you may be entitled to against any legal proceedings brought or being heard in Malaysia on the ground that it is not of a place or venue or forum which is convenient to you or on any similar grounds; and
- (e) consent to any legal process being served or delivered upon you by registered or ordinary mail or in any other manner permitted by the relevant laws.

28.2 The use of the Service outside of Malaysia is subject to the laws and regulations of Malaysia and the country in which the transaction is effected or requested. You are responsible for your compliance with all applicable laws and regulations. Any use of the Service outside of Malaysia is entirely at your own risk. For guidance related to your specific situation, please consult your legal adviser.

28.3 Nothing in this Terms and Conditions shall be construed as us providing banking services and facilities outside Malaysia.

28.4 In addition to and not in substitution of any mode of service that may be permitted or prescribed by any written law in force for the time being, any service of Legal Process by or on behalf of us can be effected on you:

- (a) by leaving a copy at the address as stated in the application form or in any communication purportedly issued by you to us or last known to us and it shall be deemed to have been duly received by you on the day it was left at the address; or
- (b) by sending a copy through prepaid registered or ordinary post to the address as stated in the application form or in any communication purportedly issued by you to us or last known to us and it shall be deemed to have been duly received by you on the third (3rd) day (including the day of posting) from the date it is posted, even if it is undelivered or returned.

29. COMPLAINTS/ DISPUTES RESOLUTION

29.1 In the event that you have any complaint to lodge or dispute to raise, please specify the nature of such complaint or dispute and refer such matter to:-

UOB Call Centre

PO Box 11212

50738 Kuala Lumpur

E-mail : uobcustomerservice@uob.com.my

- 29.2 Once we have received your complaints or claims, we will endeavor to respond to you within fourteen (14) Business Days from the date of our receipt of such complaints or claims from you. You fully understand and agree that the said fourteen (14) days is subject always to us receiving all supporting documents that we may require from you in order for us to proceed and complete our investigations. In the event that we are unable to resolve your complaints or claims within the stipulated timeframe, we will notify you in writing at your last known address in our system for any extension of time which shall not in any case exceed thirty (30) days from the date of the lodgment of the complaint or claims.
- 29.3 You hereby acknowledge that in the event we believe or have reason to believe that any claims or information provided by you to us in relation to a complaint or dispute are false and inaccurate, we reserve the right to reject such claims or information and we may take such actions that are available to us against you.

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