

**TERMS AND CONDITIONS GOVERNING NON-INDIVIDUAL CURRENT AND SAVINGS ACCOUNT  
(effective 8 March 2022)**

**Definitions**

'ATM'	means automated teller machine.
'Account'	means a Current or Savings Account opened and/or maintained with us.
'Accountholder(s), you or your'	means an accountholder of the Account whether singly or jointly and shall include their respective personal representatives, successors-in-title and permitted assigns.
'Associated Party'	means any of the following:- (a) your director; (b) your shareholder; (c) a company of which any of your directors is a director or a shareholder; (d) a company of which any of your shareholders is a shareholder or a director; (e) your parent or holding company; (f) your subsidiary company; (g) a company of which you are directly or indirectly a shareholder; (h) a partnership of which you are a partner; (i) a sole-proprietorship of which you are a proprietor; (j) a company of which you are a director;
'Authorised Signatory'	means a person (whether alone or jointly with any other person or persons) authorized by you to give Instructions and/or operate the Current or Savings Account.
'the Bank, our, us, we'	means United Overseas Bank (Malaysia) Bhd [Company No. 199301017069 (271809- K)]and shall where applicable include its successors-in-title and assigns.
'BNM'	means Bank Negara Malaysia.
'Branch'	means our branch office where the Current or Savings Account is opened and/or maintained.
'Business Day'	means a day on which the Bank is opened and/or maintained in the state where the place of business of the Bank is located for transaction of business of the nature required or contemplated by this Terms & Conditions.
'Code'	means the Internal Revenue Code of 1986 issued by the US.
'Card'	means the card (which expression includes any replacement card) issued to you for use at ATMs and EFTPOS terminals.
'Day'	means a calendar day in a Gregorian calendar.
'EFTPOS'	means the electronic fund transfer service available at the point of sale

between you and a third party.

'FATCA'	means the Code and the regulations and other guidance issued under the Code, each as amended from time to time (commonly known as the Foreign Account Tax Compliance Act) ("FATCA") or any other agreement entered into with or between authorities for the implementation of FATCA.
'Interest Rate'	means the rate of interest fixed by us from time to time as our interest rate applicable to the Account.
'Instructions'	means any request, application for the opening of the Account, authorisation or instructions in whatever form substance and manner made to us by you or the Authorised Signatory in relation to the Account.
'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 Insolvency Act 1967.
'Personal Data'	means any information that relates directly or indirectly to an individual, which for the purpose of these Terms and Conditions may include, but is not limited to, name, address, occupation, contact details, information captured on security systems (including an image recording on Closed Circuit Television (CCTV)), information contained in the Account 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.
'Regulations'	means any of BNM's Guidelines, including but not limited to the BNM Guidelines on Basic Banking Services, any regulations or rules of any governmental or regulatory body or authority having jurisdiction over us, as varied and implemented from time to time.
'Statement of Account'	means the physical copy of the statement that we will issue to you every month or upon your request, or the monthly eStatement which is available for viewing through your UOB Business Internet Banking showing all the transactions in the Account including deposits, withdrawals and the balance of monies in the Account.
'Terms and Conditions'	means these Terms and Conditions governing the Current Account (including any variation or addition hereto as we may prescribe from time to time.)
'Third Party Data Subject'	means a person whose Personal Data you have provided to us and may include, but is not limited to, your mandatee, next-of-kin, dependents, individual guarantors, and security providers (where you are an individual), or your Authorised Person, directors, shareholders, officers, individual guarantors, and security providers (where you are a corporation or organisation).
'UOB Business Internet Banking' or 'BIB'	means the business internet banking services provided by us to you (if you are a sole proprietor, partnership, society, association, organization or company) to enable you to access your accounts with us and effect

banking or other transactions electronically through a computer or a mobile device.

'US' means United States of America.

'US Person(s)' means a US citizen or resident individual, a partnership or corporation organised in the US or under the laws of the US or any state of the US, a trust if (i) a court within the US would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of trust, and (ii) one or more US Person(s) have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the US. This definition shall be interpreted in accordance with the Code. Please note that persons who have lost their US citizenship and who live outside US may nonetheless in some circumstances be treated as a US Person(s).

## **1 Terms and Conditions**

By opening, maintaining and using an Account you agree to be bound by these Terms and Conditions. These Terms and Conditions apply to and govern all Current and Savings Accounts opened and currently maintained, as well as subsequently opened with us. You are deemed to have read understood and accepted every term.

## **2 Deposits**

2.1 The minimum initial deposit required for opening of the Account and the minimum balance shall be such amounts determined by us from time to time.

2.2 When you make a deposit:-

- (a) the deposit must be placed by such mode or manner as we prescribe from time to time, whether over the counter at the branches or through the use of any services as may be made available by us from time to time;
- (b) you agree that all cash deposited may not be drawn on until it has been received by us and deposited into the Account;
- (c) we may (but are not obliged to) give immediate credit for cheques, drafts and all other instruments deposited into the Account. However, such deposits shall not be available for withdrawal until the proceeds have been received by us.

2.3 Deposit slips accompanying cash deposits are not valid receipts unless machine validated by us or initialed by our officer with our stamp. If the deposit slip contains error or omission, we may amend the deposit slip and our amended version is conclusive for all purposes. You should keep transaction records so that you can verify entries in Statement of Account.

2.4 All cheques deposited are received by us solely as agent for collection, and we assume no responsibility for:-

- (a) any non-payment or losses to you as a result of us being unable to collect the cheques, whether resulting from any payment restrictions or any laws or regulations of any country(ies) in which the cheques are cleared/collected; or
- (b) any strikes, or any default, neglect or insolvency of any correspondent or paying bank or any agent or sub-agent; or
- (c) any cause(s) beyond our control.

2.5 We reserve the right to debit or revise such credited amount from the Account if:-

- (a) the cheques, drafts and such other instruments to effect the deposit is dishonoured;

- (b) in the event that the payment received by us on such cheques, drafts and such other instruments is less than the amount credited into the Account; or
- (c) even after we receive payment, if the correspondent paying bank or any agent and sub-agent should at any time claim refund or repayment of such amount on any ground(s) (whether or not disputed), including without limitation the ground that the cheque, draft, money order, telegraphic transfer or other payment instruction or instrument was void, invalid or fraudulently issued, or in any other circumstances whatsoever resulting in the amount of such cheque, draft, money order, telegraphic transfer or other payment instruction or instrument or any part thereof being subject to an actual or potential claim for repayment or refund by any party.

2.6 Deposits may not be transferred, assigned, pledged, charged or otherwise encumbered or given by way of security to any party except in our favour or with our prior written consent.

2.7 We can refuse to accept a deposit if:

- (a) the currency is not acceptable to us;
- (b) the payee's name is not identical to the account name; or
- (c) the cheque or other instrument is payable to a third party.

### **3 Withdrawal**

3.1 Withdrawals from the Account must be made in the mode or manner and on such terms and conditions as we may set from time to time. Any particular mode or manner of withdrawal may be changed or terminated by us at any time, upon notice to you.

3.2 The minimum withdrawal amount per transaction shall be determined by us.

3.3 No overdrawing is allowed. If you manage to overdraw on the Account, the overdrawn sum must be repaid on demand together with such interest as we may impose.

3.4 When you make a withdrawal, you are responsible to ensure:-

- (a) all withdrawal instructions are accurate and complete;
- (b) there are sufficient funds in the Account;
- (c) you act in a manner that would prevent and not facilitate any alteration or forgery or use of counterfeit or mutilated cheques;

and you shall be liable for all such instructions which shall be effective and valid and binding on you. You shall not hold us liable to you and/or any other parties, even if the signature(s), or authorisation(s) or Instruction(s) may have been forged or obtained fraudulently or without authority, or the Card may have been used without authority unless it is due to our willful misconduct or gross negligence.

3.5 You may apply to set up direct debit or periodic payments.

3.6 Stopping a withdrawal:-

- (a) withdrawal instruction cannot be varied or cancelled if we have acted on them. We will try to stop a transaction when instructed but we will not be responsible for any loss you incur if we cannot do so;
- (b) cheque or cashier's order: if you want us to dishonour any cheque or cashier's order you must give us written instruction. We will try to stop a cheque or cashier's order but we will not be responsible if there is not enough time to act or if the cheque or cashier's order has already been honoured.

### **4 Overdrafts**

- 4.1 You must not in the absence of prior arrangement and approval overdraw on the Account. You must not use the Account for payment unless there are sufficient available funds in the Account.
- 4.2 A charge will be levied on each cheque returned or rejected due to insufficient funds. We may close the Account if cheques continue to be returned due to insufficient funds.
- 4.3 We can refuse to act on any instruction which would cause the Account to be overdrawn unless we have an agreed overdraft limit. If we allow (even though we are not obliged to do so) the Account to be overdrawn:-
- (a) the overdrawn amount is treated as an advance to you and you owe us as a debt;
  - (b) you shall pay interest on the overdrawn amount at such rate as prescribed by us from time to time. Interest on debit balances shall accrue daily with monthly rests, such interest to accrue as well after as before judgment;
  - (c) all amounts overdrawn, charges and interests payable shall be repaid on demand.

## **5 Mandate/Instructions**

- 5.1 Operating Mandate to operate or use the Account:-
- (a) you must give us all information about yourself and all Authorised Signatory;
  - (b) you must give us the operating mandate on who is/are to operate the Account if you have appointed more than one Authorised Signatory and if the Account is a joint account.
- 5.2 Change of operating mandate:-
- (a) you must notify us promptly in writing of any change or variation in the operating mandate or when you want to change your signature or your Authorised Person's signature;
  - (b) we shall be entitled to a reasonable period of time (of not less than seven (7) Business Days from receipt) to process such notification of change. We may decide to honour any instrument, or act on any instructions, signed by you before we process such change or variation.
- 5.3 Instructions:-
- (a) All instructions given by you or any Authorised Signatory are irrevocable and binding on you.
  - (b) We shall be entitled to refuse to accept or act on any Instructions, whether for a withdrawal or any other transaction or any matter relating to the Account, if:-
    - (i) we are unable to verify your identity or the identity of any Authorised Signatory to our satisfaction;
    - (ii) we have any doubt on the authenticity, clarity or completeness of the Instructions;
    - (iii) the form or content of such Instructions is not in accordance with the requirements or policies or practices as we prescribed from time to time;
    - (iv) the Instructions is not in accordance with the mandate for the time being in effect in respect of the operation of such Account;
    - (v) we believe or suspect that the instructions are unauthorised fraudulent or forged;
    - (vi) the signature on the instructions differs from the specimen signature in our records;
    - (vii) it results in the Account being overdrawn and we shall not be liable to you as a result of such refusal;

and we shall not be liable for any losses, liability or expenses suffered, sustained or incurred by you or any third party as a result of our refusal to accept or act on the Instructions.

- 5.4 We may act upon any Instructions which we believe in good faith to be given by you, without inquiry as to:-
- (a) the identity or authority of the person giving or purporting to give such Instructions; or
  - (b) the authenticity thereof; or notwithstanding:-
    - (i) that such Instructions may conflict with other Instructions given by you to us; or
    - (ii) any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such Instructions.
- 5.5 Any cheque or other instrument or instruction received after we have notice of your death or an Authorised Person's death will not be honoured or acted upon regardless of the date of the cheque instrument or instruction.
- 5.6 We may refuse to accept or act on the Instruction given by any of your Authorised Signatory who has been adjudged bankrupt without being liable to you.
- 5.7 We shall act in accordance with your written mandate unless we:-
- (a) receive ambiguous or conflicting Instructions in connection with the Account;
  - (b) become aware of any dispute;
  - (c) receive instructions in connection with the closure of a joint account; or
  - (d) in any other circumstances as we deem appropriate;

whereupon we shall be entitled to decline to act and to insist that to act only on the Instructions of all the Authorised Signatory. In all and any of the cases set out in this Clause 5.7, we shall have no liability to any of the Authorised Signatory, members, shareholders or directors of the accountholders for so acting or refusing to act.

- 5.8 Unless it is due to our gross negligence or wilful misconduct, we shall not be liable to you for any loss, liability or expenses that may result from:-
- (a) any misunderstanding, errors, unauthorised alterations or Instructions, fraud, forgery, operational failures or faults in the transmission of your Instructions;
  - (b) any misunderstanding, error or unauthorised Instructions; or
  - (c) any delay on our part in acting on any Instruction.
- 5.9 To the fullest extent permitted by law and unless it is due to our willful misconduct or gross negligence, 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 aforesaid Instructions, or as we deem fit, refusing to act on your aforesaid Instructions or part of it.
- 5.10 You acknowledge that we may implement whatever security procedures and features we deem appropriate and/or necessary from time to time to verify your identity and that the transaction has been authorised by you. Without prejudice to the foregoing, we may require confirmation of any Instructions from you in any form or manner as we deem appropriate.

## **6 Provisions for Partnership/Sole Proprietor/Organisation/Company**

- 6.1 For sole proprietorship, the individual constituting the sole proprietorship is liable for all debts and other liabilities owed by you to us even if there are any changes in the way the sole proprietorship is constituted, you implement a name change or the sole proprietor no longer exists.
- 6.2 For partnership (registered under the Partnership Act 1961) all partners (on a joint and several basis) are bound by this Terms and Conditions, and liable for all debts and other liabilities owed by you to us even if there are any changes in your partnership, you implement a name change or



are dissolved. We may, in the absence of written notice to the contrary, treat the remaining or new partner(s) as having full power to carry on the business of the partnership and to deal with the Account as if there had been no change in the partnership's constitution. On the death of any partner, we may at any time as we deem fit, so decide that the entitlement of the Account shall pass to the surviving partners and such passing shall be subject to any right which we may have arising out of, amongst others, any lien, charge, pledge, set-off or any other claim or counterclaim, actual or contingent. We may also suspend the Account upon the death, bankruptcy or insanity of any partner

- 6.3 For partnership (registered under the Limited Liability Partnership Act 2012), if there are any changes in the partnership (including but not limited to death, resignation, replacement, addition, bankruptcy or otherwise of a partner), you implement a name change or are dissolved, we may, in the absence of written notice to the contrary, treat the remaining or new partner(s) as having full power to carry on the business of the partnership and to deal with the Account as if there had been no change in the partnership's constitution.
- 6.4 For societies, association, organization or companies, any change in your constitution by amalgamation, consolidation or otherwise shall not affect or determine your liability under the Account and on the death of any Authorised Person, we shall be authorised to act on the Instructions of the surviving Authorised Person as if the deceased Authorised Person was not an Authorised Person of the Account, subject to any notification in writing by you of any changes or variation to the operation of the Account..
- 6.5 You shall promptly notify us in writing of any change in the constitution or name of the partnership/sole proprietorship/society/association/organization or company.
- 6.6 On the presentation of a bankruptcy or winding-up petition or any notice of dissolution against you, we can suspend the Account and such suspension shall be subject to any right which we may have arising out of, amongst others, any lien, charge, pledge, set-off or any other claim or counterclaim, actual or contingent.

## **7 Cheque/Cheque Books**

- 7.1 Where applicable, cheques will be supplied by us. Any fees including stamp duties payable on the cheques shall be charged to you and debited to the Account.
- 7.2 You are responsible to:-
- (a) draw cheques in a proper manner. You shall draw or issue any cheque in a manner which may not facilitate alteration or forgery. The amount in words and figures should be written distinctly and in a way that leaves no space between words or figures or between the amount and the word 'Ringgit Malaysia' or the 'RM' sign. Any space remaining after the amount expressed in words should be filled with either a line through the space or by writing the word "only";
  - (b) count the number of cheque forms and examine the Account number and serial numbers carefully upon receipt of a cheque book. Any discrepancy or irregularity found must be reported to us immediately in writing;
  - (c) notify us if you do not receive your cheque book within two weeks from the date of your request for the cheque book;
  - (d) keep the cheque books and cheques safely and under lock and key at all times and take reasonable care to prevent loss/theft or unauthorized use of any cheque or cheque book;
  - (e) inform us immediately in writing should any cheque books and cheque be misplaced, lost or stolen;
  - (f) exercise proper supervision and control over your staff including ensuring that they do not make use of facsimile signature stamps in drawing cheques, or other forms of

withdrawals, or in communication with us without first notifying us and entering into such arrangements as we may require. We may (but are not obliged to) verify a facsimile signature stamp against specimen facsimile signature stamp. Where you or your staff, make use of facsimile signature stamps in drawing cheques, or other forms of withdrawals, or in any form of communication in breach of these Terms and Conditions:-

- (i) we reserve the right to refuse to pay such cheques and/or to disregard such request for withdrawal or other communication; and
- (ii) we shall not be liable for any loss howsoever arising if we honour a cheque, or allow a withdrawal or act on any Instructions, bearing a facsimile signature which is not easily identifiable as such. "Facsimile signature" includes any facsimile signature impressed using a rubber stamp or other instrument.

7.3 You shall be liable for all transactions until we receive your notification of the loss or the theft of the cheque or cheque book and we are satisfied that you have not by your acts or omissions directly or indirectly caused or contributed to the loss/theft and that loss/theft and is not due to your negligence, fraudulent act or default.

7.4 You shall:-

- (a) make applications for cheque forms on the printed application forms or by written request, signed by the Authorised Signatory;
- (b) complete such forms as we may require for making payments into and withdrawals from the Account and ensure that after every payment the deposit slip is machine validated or initialled by an authorised officer of ours with our stamp before leaving the counter. We reserve the right to alter any incorrect items stated on the deposit slip. Records kept by us shall be final and conclusive as against you, unless there is an obvious mistake.

7.5 Alterations on cheques even though confirmed by the full signature of you or the Authorised Signatory will not be allowed. We will dishonour, without liability, all cheques with alterations without further reference to you.

7.6 We shall not be liable for paying on altered and/or forged cheques where the alterations and/or forgery were made possible by the use of erasable ink, pens or typewriters or any other equipment with built-in erasure features or by the use of cheque writers or franking machines or where the alterations and/or forgery cannot be easily detected or where you have acted or omitted to act in a manner so as to have facilitated such alteration or forgery or use of counterfeit or mutilated cheques.

7.7 We may refuse to pay cash on cheques made payable to a company, society, organisation, institution or any other form of business concern.

## **8 Statement and Verifications**

8.1 We may send you Statement of Account or confirmation advices by ordinary mail at the end of every month or at such intervals as we may deem fit. If there is no movement in the Account or if you have successfully enrolled for our eStatement Service, no statement will be sent to you. If you have successfully enrolled for our eStatement Service, a hardcopy of the Statement of Account may still be sent to you upon your request subject to the payment of the prevailing charge to us.

8.2 You are under a duty to:-

- (a) check all entries in the Statement of Account;
- (b) report promptly to us any error or omission therein;



- (c) sign and return any confirmation slip, including that related to auditing purposes (if requested to do so);
- (d) notify us if you did not receive the Statement of Account;
- (e) monitor all your balances all the time and report to us when you discover any unauthorized transactions.

8.3 If we do not receive from you a written objection within fifteen (15) days of the date of such statement or confirmation advice or sixty (60) days in the case of electronic funds transfers:-

- (a) you shall be deemed conclusively:-
  - (i) to have accepted, and shall be bound by, the validity, correctness and accuracy of the transaction(s)/entries and the balance set out in the statement or advice; and
  - (ii) to have ratified or confirmed each and every one of the transactions represented by the entries set out therein.
- (b) the statement, advice or entry, as the case may be, shall as against you be deemed conclusive evidence of your authorisation to us to effect the transaction(s)/entries set out therein; and
- (c) you shall have no claim against us howsoever arising from, in connection with or as a result of any transaction/entry referred to therein.

8.4 Reversal: We have the right to adjust, reverse, cancel or debit the Account at any such time if:-

- (a) we need to correct any error or omission;
- (b) we are required to return funds to the payer or drawer;
- (c) we have not received cleared or unconditional funds in full or in time;

and any Statement of Account so rectified shall be binding on you.

8.5 Any request for additional Statements of Account must be made in writing to us and shall be subject to such charges as we may from time to time impose.

## **9 Charges and Right to Debit**

9.1 You may have to pay fees and charges for the use of the Account and such fees and charges may change from time to time including but not limited to the fee stated below in this clause. The current rates on fees and charges will be made available to you at our Branch, official website at [www.uob.com.my](http://www.uob.com.my) or upon your request.

9.2 You are liable to pay for taxes or levies which as at the date of the opening of the Account or at any date subsequent to the date of the opening of the Account, is required by law (to be paid to any body or authority having jurisdiction over us, in respect of any fees and charges charged or incurred by us in relation to the Account.

9.3 Any taxes or levies incurred by us in relation to the use of the Account and any other goods or services provided under the Account shall be borne and charged to you and in the event that we shall effect payment, you shall be liable to reimburse us for such amounts paid.

9.4 A fee is payable if the Account is closed within three (3) months of its opening. This charge will be deducted from the Account before balance is paid to you upon closure.

9.5 A charge of RM10 half yearly or such other charge as we may determine from time to time, shall be imposed on you if the average balance in the Current Account shall be less than RM1,000.00; and a monthly charge of RM5 or such other charge as we may determine from time to time, shall be imposed on you if the average balance in the Current Account without a borrowing facility shall

be less than RM2,000.00, or such other sum as may be determined by us from time to time. This charge will be deducted from the Current Account as we may decide on the subsequent month accordingly.

- 9.6 A service charge of RM100 or at such other rate as we may prescribe from time to time will be levied for any cheque returned due to insufficient funds regardless of any order countermanding payment of cheques.
- 9.7 If the Account is dormant for a continuous period of 12 months and the balance in the Account during that period is RM10.00 or less, we may upon providing you with written notice, debit the entire balance in the Account as service charge and close the Account in accordance with the Regulations.
- 9.8 We may from time to time, impose any other new service charge, increase or reduce the amount of charges, after giving you 21 days' prior notice.

## **10 Bank's Agents**

We may use the services of any bank or agent in any location it deems advisable in connection with any collection for or other banking transaction of you. Such bank or agent is deemed to be agent and we shall not, in any circumstances, be responsible or be liable to you by reason of any act or omission of any such bank or agent, or by reason of the loss, theft, destruction or delayed delivery of any instrument while in transit or in the possession of any such bank or agent. All charges incurred by us, including but not limited to costs, expenses, disbursements, taxes, duties or levies, will be for your Account.

## **11 Information Request**

- 11.1 You must provide and disclose to us within such time prescribed by us, any information statements and explanations relating to the Account which we deemed necessary in order to:-
- (a) comply with the laws or sanctions of Malaysia or any other country (including but not limited 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.
- 11.2 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.
- 11.3 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.

## **12 Retention of Your Records**

- 12.1 You agree that we are not obligated to maintain any records of the Account, including but not limited to the account opening forms, Statement of Account, cheque images, deposit and withdrawal slips, correspondences or documents in relation to the Account, 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.

## **13 Closing of Account**

- 13.1 You can close the Account at the Branch by providing written notice in the form and substance acceptable to us and settling all outstanding amounts (principal, interest and any other costs) if any, due to us.
- 13.2 Notwithstanding anything in these Terms and Conditions, we may close, withdraw, suspend or terminate the Account:
- (a) as we deem fit with prior notice to you;
  - (b) if the Account is dormant for a continuous period of 12 months and the balance in the Account during that period is less than the minimum required or stipulated by us, with prior written notice to you. We will debit the entire balance in the Account as service charge.
  - (c) if you do not follow our instructions in connection with these Terms and Conditions or if in our opinion you do not comply with any applicable law;
  - (d) if in our opinion the Account is not operated in a proper or regular manner;
  - (e) if you threaten to breach or you have breached any of these Terms and Conditions or other terms and/or conditions applicable to you or any other agreement whether relating to the borrowing of funds or the granting of advances or credit or otherwise;
  - (f) if you give us untrue, inaccurate, incomplete or misleading information;
  - (g) if any representation, warranty or undertaking made to us by you is or will become incorrect or misleading in a material aspect;
  - (h) you fail to pay on any due date any monies which you should be paying to us or if you fail to discharge any obligation or liability owing to us;
  - (i) if you pass away or become incapacitated, mentally unsound, insolvent, bankrupt or allow any judgment to remain unsatisfied for a period of twenty-one (21) days or subject to judicial proceedings;
  - (j) if you commit any act of bankruptcy or are unable to pay your debts, or suspend your debts or enter into any composition or arrangement with or for the benefit of your creditors, as the case may be;
  - (k) if any resolution is passed, or if a petition is presented against you:-
    - (i) for bankruptcy, liquidation, winding-up or dissolution; or
    - (ii) for the appointment of a liquidator, receiver, trustee or judicial manager;
  - (l) if execution or any form of recovery or enforcement action is levied or taken against any of your assets;
  - (m) if you transfer or dispose of or intend to transfer or dispose of a substantial part of your assets, as the case may be;
  - (n) if in our opinion, there is any change or threatened change in:-
    - (i) circumstances which would materially and adversely affect your business or financial condition of your ability to perform your obligations under these Terms and Conditions; or
    - (ii) circumstances in relation to you or any of your directors or members of the management board or any direct or indirect shareholder that could, in our opinion, expose us to the risk of loss or reputation or regulation action in any country;
    - (iii) your status as a resident or resident controlled company; or
    - (iv) your shareholders, shareholding structure, directors or management;
  - (o) if any of your accounts with us is re-designated or closed by us for any reason whatsoever;
  - (p) if you fail to discharge any obligation or liability to us or to any other person;
  - (q) if you commit any default in any loan or similar arrangement with any person (including us) which gives the right to the creditor concerned (including us) to demand payment of the loan or arrangement before its due date, to withdraw the loan or arrangement, or to enforce the security for the loan or arrangement;
  - (r) if there is a default in the payment of any monies under the account of any other person for whom you are providing security;

- (s) if there is any litigation (whether civil or criminal) arbitration or administrative proceedings pending, on-going or threatened against you;
- (t) if we suspect or have reasons to believe that the Account or any part of it is used for unlawful activity;
- (u) if there is any investigation by any police, police organization, governmental body or agency, anti-corruption commission or agency or regulators (in Malaysia or otherwise pending, on-going or threatened against you);
- (v) if you have been charged or convicted for any criminal offences or have any criminal records;
- (w) if any report has been lodged against you under the Anti-Money Laundering and Anti-Terrorism Financing Act 2001 (as amended or replaced from time to time);
- (x) if your whereabouts are unknown to us; or
- (y) if we decide that the continuation of the Account could be detrimental to our position.

13.3 You cannot use the Account for any unlawful activities. If we find, suspect or have reasons to believe that your Account has been or is being 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 of 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 closing the Account, making reports and taking such actions we may decide as appropriate.

13.4 Upon the closure of the Account you must:-

- (a) pay all fees costs and amounts accrued on to date of closure, and will indemnify us accordingly;
- (b) return all unused cheques and the Card immediately;
- (c) pay all fees, costs, taxes, duties, levies and amounts accrued up to the date of closure of the Current Account;
- (d) notify all merchants you have authorized to make direct debits on your Account of its closure. We are not liable to pay your merchants under your direct debit authority.

13.5 Our payment obligation to you for any money or credit balance in the closed Account is discharged by returning the monies to you in such mode and manner as we select, which includes sending a cheque or draft by ordinary post to your last known address in our record. This act shall constitute a valid and complete discharge of our obligations in relation to the Account.

## **14 Right of Set-Off and Consolidation**

14.1 In addition to any general right of set-off under law or any other agreement, you agree that we may, at any time combine, consolidate or merge all or any of your Accounts (whether current, deposit, loan or otherwise) with us, whether singly or jointly with any other persons. You authorise us, after giving you 7 days' notice, to set-off or transfer any sums standing to the credit of any such Account ("the Deposits") in or towards the satisfaction of your liabilities to us under these Terms and Conditions or under any other agreements or in any other respect, whether such liabilities are present or future, actual or contingent, primary or collateral, and several or joint ("the Liabilities").

14.2 Upon the issuance of the notice mentioned in Clause 14.1 of these Terms and Conditions, you agree that we have the right to earmark or to place a hold on the Deposits, prior to the setting-off and you shall not be entitled to withdraw any of the Deposits, without our prior written consent.

14.3 Where such combination, set off, consolidation or transfer requires the conversion of one currency into another, such conversion shall be calculated at our then prevailing spot rate of exchange as determined by us.

- 14.4 Further, we can sell any collateral including but not limited to funds, documents, instruments, chattels, bonds, debentures, shares or other securities and other valuables held by us in your name, including for safe custody, by way of public or private sale without any judicial proceedings, and retain from the proceeds derived from such sale, the total amount due and payable to us from you, including legal fees and costs (on a full indemnity basis) charges and other expenses incidental to such sale.
- 14.5 If there is a shortfall between the amount due and the amount so realised, you must immediately upon demand pay to us the amount of such difference, and until our receipt of full payment, you will also pay interest on such balance at such rate we may specify from time to time both after as well as before any judgment, and irrespective of whether or not the banker-customer relationship between us and you have ceased or been terminated.
- 14.6 Neither the Deposits nor any of your rights, title or interest in them can be assigned, transferred or encumbered (except in our favour, or with our written consent). You undertake not to, or to purport to, sell, assign, transfer, mortgage, charge or otherwise deal with or encumber the Deposits or any of your rights, title or interest in them.

## **15 UOB Phone Banking Services Terms and Conditions**

In addition to these Terms and Conditions, if you request for our services through UOB Phone Banking Services, the UOB Phone Banking Services Terms and Conditions will apply in addition to and not in substitution for any terms and conditions contained in this Agreement. You can view the UOB Phone Banking Services Terms and Conditions at [www.uob.com.my](http://www.uob.com.my).

## **16 UOB Business Internet Banking Terms and Conditions**

In addition to these Terms and Conditions, if you request for our services through UOB Business Internet Banking, the Terms and Conditions Governing UOB Internet Banking (Business) Service Terms and Conditions, will apply in addition to and not in substitution for any of these Terms and Conditions. You can view the Terms and Conditions Governing the UOB Internet Banking (Business) Service Terms and Conditions at [www.uob.com.my](http://www.uob.com.my).

## **17 No Set-Off or Counterclaim by Accountholder**

Until all monies owing are paid or discharged in full, you shall not be entitled, by paying off any sum recoverable by us or by any means or on any other ground, claim any set-off or counterclaim against us in respect of any of our liability to you. You agree that nothing in the arrangements between us shall be treated as constituting an implied agreement restricting or negating any lien, charge pledge, right or set-off or other right which we have existing or implied by law.

## **18 Costs and Expenses**

- 18.1 All costs and expenses including legal costs, charges and expenses incurred by us in connection with the Account, the enforcement or attempted preservation or enforcement of our rights under these Terms and Conditions and any imposition of taxes under taxation laws or regulations of any country having jurisdiction over us, will be payable by you on demand on a full indemnity basis, together with interest from the date of demand to the date of full payment at such rates as determined by us.
- 18.2 We shall have the right to debit the Account with all costs, expenses and legal fees incurred or payable by you to us pertaining to the Account.

- 18.3 We have the right to apply any payment we receive from you to satisfy all costs, charges and expenses in such proportion and such order of priority as we think fit, and we have the right to place and keep any payment we receive from you to the credit of a suspense Account for as long as we choose, without being obliged in the meantime to apply all or part of the same in or towards discharging any money or liabilities due or incurred by you under this Account.

## 19 Amendments

- 19.1 We can at any time vary, add to, delete or amend these Terms and Conditions by giving you 21 days' prior notice, either through your Statement of Account or by posting on our official website at [www.uob.com.my](http://www.uob.com.my) or at our Branch, or in any manner that we choose as may be determined by us from time to time. You agree to access our website at [www.uob.com.my](http://www.uob.com.my) at regular time intervals to view these Terms and Conditions and to ensure that you are kept up-to-date with any changes or variations to these Terms and Conditions.
- 19.2 If you do not accept the amendments, you must close the Current Account within 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.
- 19.3 We can at any time amend, modify revise, restrict, increase, suspend, cancel or withdraw all or any facilities, services, benefits and privileges of the Account by providing prior notice to you. You shall not be entitled to claim for any compensation against us for any losses or damages suffered as a result of any variation, deletion or addition to any of these Terms.

## 20 Disclosure of Information

You consent, authorize and agree that we (including our officers, employees, agents or any other persons to whom we grant access to our records, correspondence or any material relating to you or the Account) can disclose at any time any information relating to you, your Account with us or the Account to the following:-

- (a) any one or more members of the Group (being our branches, agencies, representatives, officers, affiliates, associated or related corporations and their respective officers servants agent whether in Malaysia or elsewhere) 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 or any other criminal activities;
  - (vii) debt collection;
  - (viii) outsourcing operations;
  - (ix) performance of duties as an officer of our or in connection with the conduct of audit or the performance of risk management;
  - (x) facilitating the performance of our or any member of the Group's functions;
  - (xi) compliance with the Group's policies, guidelines, directives or requirements;
  - (xii) corporate exercise; or
  - (xiii) any legal process initiated by or served on us.
- (b) 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 services including, but not limited to, investigating discrepancies, errors or claims;
- (c) any person, whether in Malaysia or elsewhere, engaged by us in connection with the performance of services or operational functions which have been out-sourced;



- (d) the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- (e) other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- (f) our auditors, solicitors, and professional advisors;
- (g) 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;
- (h) any receiver appointed by us or by any other party;
- (i) any credit bureau of which we are a member, and any other members and/or compliance committee of such credit bureau;
- (j) any rating agency, insurer or insurance broker or direct or indirect provider of credit protection;
- (k) any actual or potential participant or sub-participant in relation to any of our obligations under banking agreement between you and us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;
- (l) for transactions effected or processed with or without your authority in or through the ATM of other banks or financial or non-financial institutions or terminals or other card operated machines or devices we approve, to us, financial institution or non-financial institution, trader or other party accepting the use of the automated teller machine card and their respective agents or contractors;
- (m) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any member of the Group;
- (n) any person to whom we, or any member of the Group, are permitted or required to disclose to under the laws of any country;
- (o) any person connected to the enforcement or preservation of any of our rights under these Terms and Conditions;
- (p) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over us
- (q) any of the Authorised Signatory or your directors;
- (r) any other country, its central bank or investigative authorities for the purpose of compliance with any automatic exchange of financial account information under any multilateral convention on mutual administrative assistance in tax matters.

## **21 Compliance with Court Orders**

We and the 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 Data protection**

- 22.1 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 our website at [www.uob.com.my](http://www.uob.com.my)) and the clauses in these 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 these Terms and Conditions.

If you are a corporation or organisation, you hereby confirm that you have explained or will explain to your Third Party Data Subjects that their Personal Data will be provided to, and processed by, us and you represent and warrant that you have obtained their consent to the processing (including disclosure and transfer) of their Personal Data.

- 22.2 You agree and consent that we may transfer the Personal Data (including the Personal Data of any Third Party Data Subject) 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.
- 22.3 In the event you provide Personal Data relating to any Third Party Data Subject to us, for the purpose of opening or operating the Account with us or otherwise subscribing to our products and services, you:
- (a) undertake that you have informed the said Third Party Data Subject to read the Privacy Notice at our website [www.uob.com.my](http://www.uob.com.my);
  - (b) confirm and warrant that you have obtained their consent to the processing (including disclosure and transfer) of their Personal Data or are otherwise entitled to provide this data to us and for us to use it in accordance with these Terms and Conditions and/or in instances where we are required to evidence the same;
  - (c) have informed the said Third Party Data Subject:-
    - (i) that we may collect or verify their Personal 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 Data of the said Third Party Data Subject is accurate, complete, not misleading, and up-to-date;
  - (e) agree to update us in writing in the event of any material change to the said Personal Data; and
  - (f) agree to our right to terminate these Terms and Conditions and close the Fixed Deposit Account should such consent be withdrawn by the said Third Party Data Subject.
- 22.4 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, such as any Third Party Data Subject) 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 (including any Third Party Data Subject) involved in the said cross-border transaction.
- 22.5 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 or account) to our merchants and strategic partners where your express prior consent has been obtained.
- 22.6 You may choose not to receive or to cease receiving 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 from time to time) with your request and we will abide by your latest written instructions to us.

22.7 You acknowledge that certain communications such as Statement of Account and our 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 your Account and/or without imposing additional costs to you.

22.8 You and the Third Party Data Subject are entitled to request in writing:

- (a) for any information in relation to your Personal Data that we hold or store;
- (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 and/or the Third Party Data Subject may make a request to us through our Data Access Request Form or Data Correction Request Form respectively. These forms are available at our branches as well as at our website at [www.uob.com.my](http://www.uob.com.my).

You and/or the Third Party Data Subject may direct all 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 any request for access or correction. We may also refuse to comply with any request in respect of (a) or (b) above if the information supplied by you and/or the Third Party Data Subject 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 and the Third Party Data Subject of our refusal and reason for our refusal.

22.9 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.

22.10 Please note that should we no longer have the right to process the Personal Data provided to us by you (including where you are an individual, you and/or the Third Party Data Subject subsequently withdraw the consent to process the Personal Data), we may not be able to effectively process Personal Data in relation to any of the purposes set out in the Privacy Notice, if at all, and we will have the right to not provide or discontinue the provision of any product, service, Fixed Deposit Account and/or facilities that is linked to such Personal Data.

22.11 We reserve the right to amend this Clause 22 from time to time and shall provide prior notification to you in writing and place any such amendments on our websites 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.

22.12 This Clause 22 shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of data.

## **23 Compliance with FATCA**

23.1 You shall provide all required documentation or information, including but not limited to date of birth, countries of citizenship, countries of permanent residence, countries of tax residency and associated taxpayer identification numbers, that may be required to enable us or any member of the Group to comply with all requirements of FATCA or other agreement by or between governments.

You shall notify us in writing within thirty (30) days of any change that affects your tax status in relation to FATCA under any laws, regulations or other agreement by or between governments.

- 23.2 You represent and warrant that you have provided to us all documentation or other information as may be required by us for compliance with FATCA and in connection with change in tax status and shall provide all required documentation or other information within seven (7) Days of a request from us in writing or otherwise.

You further acknowledge that any failure on your part to provide accurate and timely information pursuant to requirements and requests by us may result in us having to deem you recalcitrant and/or reportable and take all necessary action against you in order for us to be compliant with requirements under FATCA, local legislation in connection with FATCA and any other provision arising out of an agreement between governments pertaining to FATCA.

- 23.3 For customers who are a sole proprietorship, partnerships or other business entity, a corporation, or an association, club or society or trust, you consent to the collection, storage, and disclosure by us or any member of the Group of any Confidential Information to persons from whom we or any member of the Group receive or make payments on behalf of you and to governmental authorities as required by law or other agreement by or between governments. Confidential Information includes your personal data, your bank account details, transactional information, and any other information that a reasonable person would consider being of a confidential or proprietary nature. Your consent shall be effective notwithstanding any applicable nondisclosure agreement. You represent that you have secured from any third party whose information is provided to us any consents and waivers necessary to permit us or any member of the Group to carry out the actions described in this Clause 23, and that you will secure such consents and waivers in advance of providing similar information to us in the future.

- 23.4 You agree and acknowledge that we are entitled to take all necessary action to be and remain compliant with FATCA as is required by law or other agreement by or between governments. If some of your income is reportable and some is not, we will report all income unless we can reasonably determine the reportable amount. You hereby authorise us or any member of the Group, where appropriate, to withhold or otherwise collect from any payment any required tax or other government assessment, including but not limited to any requirement to withhold or deduct an amount under the Code and the regulations and other guidance issued under the Code, each as amended from time to time or any other agreement by or between authorities.

- 23.5 We or any member of the Group, may take whatever action we consider appropriate to meet any obligations, either in Malaysia or elsewhere in the world, relating to the prevention of tax evasion. This may include, but is not limited to, investigating and intercepting payments into and out of your account(s) (particularly in the case of international transfer of funds), investigating the source of or intended recipient of funds, sharing information and documents with domestic and international tax authorities and withholding income from your account and transferring it to such tax authorities. If we are not satisfied that a payment in or out of your account is lawful, we may refuse to deal with it.

- 23.6 To the fullest extent as may be permitted by law and unless it is due to our willful misconduct or gross negligence, we will not be liable to you for any losses, costs, expenses, damages, liabilities you may suffer as a result of our complying with legislation, regulations, orders or agreements with tax authorities or by and between tax authorities.

- 23.7 This Clause 23 will override any inconsistent term or consent provided by you under any agreement with us to the extent that such agreement provides fewer or lesser rights for us, whether before or after the date of these Terms and Conditions. This Clause 23 shall be without

prejudice to any other clause in these Terms and Conditions which provides for the request for information or disclosure of data.

## **24 Representations and Warranties**

24.1 Our acceptance of your application for the opening of the Account is in reliance on the following representation and warranties made by you, all of which must be complied with in all material respects throughout the duration of the Account:-

- (a) you have full power, right, capacity and authority to, accept and agree to these Terms and Conditions and perform the obligations under this Terms and Conditions;
- (b) no person other than you has an interest in the Account;
- (c) you have not created any lien, charge, pledge, transfer, assignment or otherwise encumber the Account or any of your account held with us, whether singly or jointly;
- (d) that there are no litigation (whether civil or criminal) arbitration or administrative proceedings, pending, on-going or threatened against you;
- (e) that you have not committed any act of bankruptcy and that no bankruptcy proceedings have been commenced or are being threatened against you;
- (f) that you are able to pay your debts as and when they fall due and that no winding-up proceedings have been commenced or are being threatened against you;
- (g) that you have filed all tax returns which you are required by law to file and have paid or made adequate provision for the payment of all taxes, assessments, fees and other governmental charges assessed against you or upon your properties, assets, businesses and incomes;
- (h) that no Event of Default has occurred or is continuing;
- (i) that there has been no change in your financial condition which would materially affect in an adverse way your ability to perform the obligations under these Terms and Conditions;
- (j) that all the information given by you to us in relation to the Account do not contain any untrue or misleading statement or omit to state any fact;
- (k) that you are not aware of and have not intentionally withheld any information or fact which may result in or give rise to the opening of the Account, causing us to breach any Applicable Laws;
- (l) that you are not involved in any illegal activities and all moneys provided to us are not derived in any way from illegal activities;
- (m) that you are not:-
  - (i) a national of any country which is subjected to Sanctions;
  - (ii) an entity incorporated under the laws of or owned or controlled (directly or indirectly) by a person located in or organised under the laws of a country which is subjected to Sanction; or
  - (iii) a person listed on any sanctioned persons list published by any government, governmental institutions or agencies, regulator or authority or prepared by the Group; and
- (n) except with our express written consent, no person has or will have any security or other encumbrances over the Account.

24.2 The above representations and warranties shall be deemed repeated whenever you give any Instructions in connection with the Account.

## **25 Financial Crime Representations and Warranties**

25.1 We shall be entitled to take all actions we consider appropriate for us to meet any obligation or requirement, either in Malaysia or elsewhere, in connection with the detection, investigation and prevention of financial crime including fraud, money laundering, terrorism financing, bribery,

corruption, or tax evasion or the enforcement of any economic or trade sanction (“Financial Crime”).

- 25.2 You understand and agree that if any activities, conduct or circumstances you are involved in (directly or indirectly) may expose us to legal or reputational risk, or actual or potential regulatory or enforcement actions, we shall at any time, without giving any reason, have the right to immediately:-
- (a) exercise all our rights stated in Clause 13;
  - (b) close all accounts and terminate all services you have with us; and
  - (c) make reports and take such other actions as we may deem appropriate.
- 25.3 You undertake that you will not initiate, engage in or effect a transaction (directly or indirectly) that may involve Financial Crime and agree to hold us harmless, indemnify us and keep us indemnified from and against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs (including, but not limited to, legal costs on a full indemnity basis), expenses and disbursements of any kind whatsoever which we may suffer or incur in connection with or arising from any breach by you of this undertaking.
- 25.4 You warrant and represent that you and/or any Associated Party, or to your knowledge, any director, partner, officer, agent, employee or other person acting on your behalf or any of the Associated Party has not engaged in any activity or conduct or has not taken any action, directly or indirectly, that would violate any applicable anti-bribery and anti-corruption law, including but not limited to, the Malaysian Anti-Corruption Commission Act 2009 (the “MACCA”), the United Kingdom Bribery Act 2010 (the “UK Bribery Act”) and the U.S. Foreign Corrupt Practices Act of 1977 (the “FCPA”). You further represent that you, and to your best knowledge, the Associated Party are in compliance with the MACCA, the UK Bribery Act, the FCPA and similar laws, rules or regulations and have in place policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

## **26 Notices and Communication**

- 26.1 We can deliver any Statement of Account, notice or communication to you in any of the following manner by:-
- (a) electronic mail to your last known e-mail address in our records;
  - (b) post (registered, AR registered, ordinary or otherwise) or delivered by hand or left at your last known address in our system;
  - (c) displaying the notice at the Branch;
  - (d) posting the notice or communication on our official website at [www.uob.com.my](http://www.uob.com.my);
  - (e) way of advertisement or general notice in a daily newspaper;
  - (f) radio or television broadcast or any other form of media communication;
  - (g) facsimile to your last known facsimile number in our records.
- 26.2 The said notice or communication will be deemed to have been received by you on the day it was so delivered, on the day following such posting or on the day such display, publication or broadcast was made.
- 26.3 Changes in contact details:-
- (a) You agree to notify us immediately on any changes of your correspondence/ mailing or residential address and your contact information (“Information”).
  - (b) If you do not inform us of any change in your Information, you agree that we may rely on:-
    - (i) any address and/or contact information stated in the application form or as reflected in our records; or



- (ii) any address and/or contact information we obtain from any communication purportedly issued from you to us.
- (c) Any failure by you to notify us of a change in your Information resulting in the delay or the non-delivery of any Deposit Statement, correspondence and/or notice will not prejudice our rights and entitlements under these Terms and Conditions.

## **27 Service of Legal Process**

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 (3<sup>rd</sup>) day (including the day of posting) from the date it is posted.

## **28 Circumstances Beyond Our Control**

If we are unable to perform any of our obligations under these Terms and Conditions, or carry out any operations or provide any service due to any reason beyond our control, including:-

- (a) fire, earthquake, flood, epidemic, natural disaster, accident, riot, civil disturbances, industrial disputes, acts of terrorism, embargo, war, act of God;
- (b) any failure or disruption to telecommunications, internet, electricity, water, fuel supply; or
- (c) any circumstance in the nature of a force majeure (an unforeseeable event that prevents us from performing our obligations under these Terms and Conditions)

we will not be in any way liable for any failure of performance or for any inconvenience, loss, injury, and damages suffered or incurred by you directly or indirectly as a result.

## **29 Indemnity**

To the extent permitted by law and unless it is due to our willful default or gross negligence, you shall indemnify us and all of our servants, employees, nominees, directors and agents for all losses, costs, damages, embarrassment, claims and expenses, including legal fees and costs (on an indemnity basis), howsoever suffered or incurred by us (other than such losses, costs or damages arising from the wilful misconduct of our, its employees and agents) including, without limitation:-

- (a) we acting or carrying out any Instructions purportedly given to us pursuant to these Terms and Conditions whether or not such Instructions are unauthorised, inaccurate or incomplete;
- (b) in the performance of our functions as banker for you including (but not limited to) as collecting a cheque, bill, note, draft, dividend warrant or other instrument presented for collection;
- (c) in connection with us preservation or enforcement of our rights under these Terms and Conditions or as a result of any non-compliance of these Terms and Conditions or of such other applicable terms and conditions by you;
- (d) in connection with any action taken by any party against you or any Account(s) for any reason whatsoever including but not limited to any unlawful, fraudulent, negligent or unauthorised use of the Account;

- (e) in connection to any involvement by us in any proceedings of whatever nature for the protection of or in connection with the Account;
- (f) in connection with the compliance by us with any existing or future law or regulation or official directive in respect of any of these Terms and Conditions;
- (g) arising out of or in connection with these Terms and Conditions
- (h) arising out of or in connection with any taxation laws or regulations of any country having jurisdiction over us.

### **30 Waiver**

A failure to exercise, or a delay in exercising, any right, power, privilege or remedy by us will not be deemed as a waiver, and nor will a single or partial exercise of any other right, power, privilege or remedy. The rights and remedies in these Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law.

### **31 Severability**

The invalidity or unenforceability of any the provisions in these Terms and Conditions will not affect the underlying intent of these 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.

### **32 Preservation of Right and Entitlement**

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

### **33 Change in Constitution**

These Terms and Conditions will continue to be valid and binding for all purposes, despite a change in our or your constitution, if a corporation by amalgamation, consolidation, reconstruction, merger or otherwise, and if an individual, by death.

### **34 Assignment**

34.1 These Terms and Conditions are binding and ensure to our benefit and you and your respective successors in title and permitted assigns. These Terms and Conditions shall continue to be binding on you regardless of:-

- (a) any change in our name or constitution; or
- (b) our consolidation or amalgamation into or with any other entity, and in such event such entity shall thereupon substitute us in relation to these Terms and Conditions and these Terms and Conditions shall continue in force as between you and such entity.

34.2 You shall not, without our prior written approval, in any way assign, transfer or charge to any third party whether by security or otherwise your rights and obligations under these Terms and Conditions.

### **35 Governing Law**

These Terms and Conditions will be governed by and construed in accordance with the laws of Malaysia and you irrevocably:-

- (a) submit to the non-exclusive jurisdiction of the courts in Malaysia;
- (b) waive any objection on the ground of suitability of venue, jurisdiction, or any similar ground; and

- (c) consent to service of process by ordinary mail or in any other manner permitted by these Terms and Conditions and/or any relevant laws.

**36 Successors Bound**

These Terms and Conditions will be binding on your heirs and personal representatives and our assigns and successors in title.

**37 Perbadanan Insurans Deposit Malaysia (PIDM)**

The deposits maintained by you in the Account are protected by Perbadanan Insurans Deposit Malaysia (PIDM) up to RM250,000 for each depositor, subject to the terms and conditions of PIDM, and a copy of the PIDM brochure has been provided to you. We are member of PIDM.