

UOBM AUTOPAY BILL SERVICE TERMS & CONDITIONS

The terms and conditions in this document will apply to the United Overseas Bank (Malaysia) Bhd (271809-K) ("UOBM") AutoPay Bill Service ("the Service"), and is to be read together with the UOB VISA/MASTERCARD Cardmember Agreement ("Cardmember Agreement").

If there is an inconsistency between these terms and conditions and the Cardmember Agreement, the Terms and Conditions will prevail for all matters in connection with the Service. Unless defined differently in the Terms and Conditions, words and expressions used in these terms and conditions will have the same meaning as prescribed in the Cardmember Agreement.

1. The Service is open to all new or existing principal holders of UOBM Credit Cards ("Cardmembers").
2. Cardmembers whose Credit Card Account is current and in good standing with sufficient available Credit Limit will be eligible to apply for the Service.
3. When a Cardmember applies for this Service, he shall be deemed to have accepted these Terms and Conditions.
4. Cardmembers can apply for the Service by completing and submitting the online application form at www.uob.com.my for the Service prescribed.
5. Cardmembers must provide the details of the account with the specified service provider(s) ("Service Provider(s)"), in the online application form for the Service.
6. For telecommunications accounts that are not registered under the Cardmember's name, the account holder is required to provide an authorisation letter authorising the Cardmember to apply for the Service in respect of the said account, a photocopy of the account holder's identification card or passport, whichever is applicable, and a photocopy of the latest statement of account.
7. UOBM shall not be liable to the Cardmembers for any charges, loss, damages or liability of any nature incurred by the Cardmember because of a delay or failure by UOBM in approving any applications for the Service.
8. UOBM can, at its sole and absolute discretion, approve or reject any application without giving any reason for the decision, and to limit the amount allowed to be transferred under this Service.
9. Upon UOBM's approval of the Cardmember's application for the Service, all amounts due and owing to the Service Provider(s) ("Charges") payable and/or made payable to the specified Service Provider(s) shall be debited from the Cardmember's Credit Card Account.
10. A minimum of two (2) months is required from the date of application of the Service, for the first auto-debit transaction to be activated ("Activation Date"). UOBM will endeavour to effect payments of the said Charges, but accepts no responsibility to make the payments at any time or in a timely manner.
11. UOBM will not be liable because of any error, neglect, refusal or omission to make, or delay in making, any or all of the payments of the Charges to the Service Provider(s). UOBM will also not be liable for any acts, delay, or omission by the Service Provider(s) during the continuance of the Service.
12. All participating Cardmembers must at all times observe the available Credit Limit of their Credit Card Account and ensure that the Credit Card Account maintained with UOBM shall be regularly and satisfactorily conducted by the Cardmember.

13. If there is no available Credit Limit in the Cardmember's Credit Card Account, the Cardmember shall be responsible for paying the Charges directly to the Service Provider(s). UOBM shall not be obliged to inform the Cardmember regarding the non-payment of all or any of the Charges to the Service Provider(s).
14. Where there is insufficient available Credit Limit in the Cardmember's Credit Card Account, UOBM may at its sole and absolute discretion without notice to the Cardmember:
 - (i) elect not to make any payment of the Charges to any or all of the Service Provider(s), in which event the Cardmember shall be responsible for paying the unpaid Charges to the Service Provider(s); or
 - (ii) determine the order of priority of payment of Charges which UOBM deems fit at its sole and absolute discretion, in which event the Cardmember shall be responsible for paying the unpaid Charges to the relevant Service Provider(s).
15. Any application for the Service with Tenaga Nasional Berhad as a Service Provider shall be subject to a monthly bill amount not exceeding RM5,000 per account.
16. If the Cardmember's Credit Card Account is suspended but not terminated or cancelled prior to the payment of the Charges to the Service Provider(s), UOBM shall stop all payments of the Charges to the Service Provider(s). In such circumstances, the Cardmember will be solely responsible for paying the unpaid Charges directly to the Service Provider(s) and UOBM will not be liable for any damages or loss which may arise.
17. Once a Credit Card which has been uplifted from suspension and is fully operational, the Cardmember must give a written notice to UOBM to continue with the Service. Upon receiving such written notice, UOBM may, at its absolute discretion activate the next subsequent payment of the Charges to the Service Provider(s).
18. If the Cardmember's Credit Card has been terminated, revoked, cancelled or withdrawn by UOBM, UOBM will immediately discontinue all payments of the Charges to the Service Provider(s). Thereafter the Service and the obligation of UOBM to effect all payments of the Charges to the Service Provider(s) will automatically terminate. The Cardmember will be solely responsible for paying the unpaid Charges directly to the Service Provider(s) and in these circumstances, UOBM will not be liable for any damages or losses which may arise.
19. In the event the Cardmember's Credit Card is upgraded, downgraded or replaced with different card number, the Service on payment of Charges to the following Service Provider(s) only shall be automatically carried forward to the upgraded/downgraded/ replaced Credit Card and debited from the Cardmember's Credit Card Account without further reference to the Cardmember:-
 - (i) Telekom Malaysia
 - (ii) Tenaga Nasional Berhad

For all other Service Provider(s), the Cardmember shall be solely responsible to ensure payment of the Charges and to instruct UOBM to carry forward the Service on payment of Charges with such Service Provider(s) to the new Credit Card.

20. The Cardmember must notify the Service Provider(s) as soon as possible of any changes in the Cardmember's Credit Card number. UOBM will not be liable if the Service Provider(s) do not receive notification of such effective changes from the Cardmember, which may result in the non-payment of the Charges to the Service Provider(s).
21. The Cardmember will be solely responsible for notifying the Service Provider(s) of any stop payment instructions by the Cardmember prior to any payment of Charges to the Service Provider(s). UOBM will not be liable for any damages or losses which may result because of a delay by the Cardmember in notifying the Service Provider(s) of any stop payment order and if any Charges had been debited

by UOBM towards the Cardmember's Credit Card Account it will be conclusively deemed to have been incurred by the Cardmember.

22. Irrespective of any act or omission in regards to the payment of the Charges made by UOBM to the respective Service Provider(s) whether such payment had been made in excess or is insufficient, such Charges will be debited by UOBM towards the Cardmember's Credit Card Account and is conclusively deemed to have been incurred by the Cardmember.
23. UOBM will not be liable for any act, omission, defect or deficiency in the Service or due to any insufficient payment or any amount paid in excess in regards to the Charges made to the Service Provider(s). In the Cardmember disputes against such act, omission, defect or deficiency in the Service, the Cardmember must resolve his/her dispute directly with the Service Provider(s).
24. The Cardmember must not, under any circumstances, withhold any payment due and owing to UOBM of whatever amount that had been debited from the Cardmember's Credit Card Account for the payment of the Charges made to the Service Provider(s).
25. Irrespective of any dispute (whether resolved or unresolved) between the Cardmember and the Service Provider(s), such Charges debited by UOBM towards the Cardmember's Credit Card Account is conclusively deemed to have been incurred by the Cardmember and any such claims made by the Cardmember against the Service Provider(s) will not entitle the Cardmember to set-off or counter claim the Charges disputed against UOBM.
26. Subject to Clause 29, if the Service Provider(s) are no longer interested to participate in the Service or the Cardmember intends to cancel the Service ("Cancellation"), either party who intends to cancel the Service must notify the other. Such cancellation of the Service will not terminate the Cardmember's Agreement between UOBM and the Cardmember.
27. The Terms and Conditions in respect of the said Charges made to the Service Provider(s), will remain in force irrespective of the death or bankruptcy of the Cardmember until UOBM is in actual receipt of such notice of the Cardmember's death or bankruptcy. Without prejudice to Clause 29, upon receipt of such notice of termination ("Termination"), the Service will cease to operate and be of no further effect.
28. The Service is valid so long as UOBM is not in receipt of any notification of Cancellation by the Service Provider(s) or the Cardmember or any notice of Termination by reason of death or bankruptcy of the Cardmember. If the Service is cancelled (as per Clause 27) or terminated (as per Clause 28) before the completion of twelve (12) months from the Activation Date ("Minimum Service Period"), UOBM may, as its absolute discretion deduct from the Cardmember's Credit Card Account a requisite service charge of RM30 for each Service Provider and thereafter the Service and the obligation of UOBM to effect all payments of the Charges to the Service Provider(s) will be deemed terminated.
29. Cardmember hereby expressly consents and authorises UOBM to disclose or reveal to all Service Provider(s) any information relating to the Cardmember and the Cardmember hereby confirms that no further consent from the Cardmember is necessary or required and UOBM shall be under no liability for disclosing such information.
30. The Service Provider(s) may also implement their own terms and conditions for its auto-pay service, and such terms and conditions will apply and be binding upon the Cardmembers.
31. UNIRinggit or Smart\$ will not be awarded under this Service.
32. UOBM reserves the right at any time to add, delete, suspend or vary the Terms and Conditions, wholly or in part at its absolute discretion by way of posting on UOBM's website or in any other way deemed suitable by UOBM with twenty-one (21) days prior notice. The Cardmembers agree to access the website at regular time intervals to view the Terms and Conditions and to ensure that they are kept up-to-date with any changes and variations to the Terms and Conditions.

33. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Cardmembers agree to submit to the nonexclusive jurisdiction of the courts of Malaysia.