

Definitions

The following terms and expressions used in these Terms and Conditions have the following meanings:-

Term	Description
Affected Bank Customer	A Customer whose CASA or Card Account has been erroneously debited or credited due to Erroneous Payment Instructions or Fraudulent Payment Instructions caused by other Participants, Customers or MyClear.
Affected Biller	A Biller that received Erroneous Payment Instructions or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Customers or MyClear.
Affected Participant	A Participant that received Erroneous Payment Instructions or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Customers or MyClear.
Bank	A financial institution that is licensed under Financial Services Act 2013, Islamic Financial Services Act 2013 and/or Development Financial Institutions Act 2002.
Batch Payment	Payments made to one or more Billers by grouping and bundling individual Payment Instruction(s) and collectively transmitting these Payment Instruction(s) at scheduled times.
Bill	An itemised statement of money owed, or a request to pay, for purchase goods, provision of services and/or any other business transaction.
Biller	Government agencies, statutory bodies, sole proprietor or partnership businesses, a company or an organisation, societies, charities participating in the Scheme to collect Bill payments.
Biller Bank	A Participant appointed by a Biller to facilitate the Biller's collection of Bill payments via the Scheme.
Biller Code	An alpha numeric code uniquely identifying either: <ul style="list-style-type: none"> • a Biller; or • a Biller's product or service category for purposes of routing Payments to the Biller.
Business Day	Any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.
CASA	Current Account and Savings Account.
Card Accounts	Credit card account(s), charge card account(s) and prepaid card account(s).
Customer	A term used to collectively refer to Billers, Payers and other clients of a Participant.
Erroneous Payment Instruction	A Payment Instruction that is initiated wrongly or is incorrect as follows: <ul style="list-style-type: none"> • Participants post erroneous entries to Billers'/Payers' bank accounts, or generate invalid, incorrect, misdirected or duplicated Payment Instructions on behalf of Billers/Payers due to technical errors or operational errors; • Technical or operations errors at the Scheme Operator that results in incorrect or duplicated Payment Instructions; and

	<ul style="list-style-type: none"> • Mistaken Payment Instruction which is directed to the wrong Billers/Payers, contains incorrect recipient reference numbers, carries the wrong amount, or is duplicated.
Fraudulent Payment Instruction	A payment which has been induced by dishonest or fraudulent means and which the Payer requests be refunded. It includes cases where a payer makes a payment as a result of a fraudulent invoice issued by a third party who purports to be a Biller (and is not in fact a Biller) or a third party who impersonates a Biller.
Interbank GIRO or IBG	An interbank payment and funds transfer system that facilitates payments and collections via the exchange of digitized transactions between banks.
IBG Same Day Cut-Off Time	The deadline on a Business Day whereby funds from a Payment Instruction: <ul style="list-style-type: none"> • Initiated before this deadline would be credited on the same Business Day • Initiated after this deadline would be credited on the next Business Day.
JomPAY Brand	The brand, icon, logo and marks for the JomPAY Scheme.
Mistaken Payment Instruction	A payment that is made, or not made, to a person or for an amount which is not in accordance with a Payer's Payment Instructions or contains an error in the Payment Instructions from the Payer resulting in payments which: <ul style="list-style-type: none"> • are directed to the wrong Customers • contain incorrect Recipient Reference Numbers • carry the wrong amount; or • are duplicated.
MyClear	Malaysian Electronic Clearing Corporation Sdn. Bhd.
Participant	A Bank that participates in the Scheme.
Payment Instruction or Payment	An order from a Payer to its Payer Bank directing the Payer Bank to: <ul style="list-style-type: none"> • Draw funds from the Payer's bank account; and • Transmit an IBG entry to transfer funds to the Biller Bank to pay a Biller for a Bill.
Payer	Individuals, companies, body corporate, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies, and other Bank's customers that make payments to Billers using the Scheme.
Payer Bank	A Participant in the Scheme who offers services that allow Payers to initiate Payment Instruction.
Personal Data	May include, but is not limited to, the Payer's 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 Payer's CASA or Card either singly or jointly with any other person, the type of products and/or services that the Payer has subscribed relating to the Payer's CASA or Card Account and such other necessary data regarding the Payer and the Payer's transactions using the Payer's CASA or Card Account.

Real Time Notification or RTN	A form of electronic message sent to a Biller to provide advance notice of incoming payment from a Payer once the Payer's CASA or Card Accounts has been successfully debited for a Payment Instruction to the Biller.
Reversal	A transaction that : <ul style="list-style-type: none"> • is initiated by a Biller to cancel an Erroneous Payment Instruction; • may involve the making of a debit or credit adjustment to the account of the Payer to which the Erroneous Payment Instruction relates; and • may involve an adjustment to the bank account(s) of the Biller named in the Erroneous Payment Instruction, if funds from the Erroneous Payment Instruction has been applied to the said bank account(s).
Scheme	Is a service offered by MyClear which facilitates industry wide ubiquitous Bill payments through the use of standard Biller Codes and Recipient Reference Numbers ("RRN").
Scheme Operator or SO	The owner and the operator of the Scheme.
Unauthorised Payment Instruction	A payment made without the authority of the Payer who is purported to have given the Payment Instruction which initiated that payment (and from whose account that Payment was debited) or a Payment made by a Payer which is void for any reason other than fraud. It includes cases where the Payment has been made by a third party who has obtained unauthorised access to a Payer's CASA or Card Account and makes unauthorised transactions from the Payer's CASA or Card Account to make other payments. However, it does not include a Fraudulent Payment Instruction.
Unrecoverable Loss	The portion of funds credited to the wrong party due to Erroneous Payments Instruction or Fraudulent Payments Instruction that cannot be retrieved after the Participants have exhausted the recovery of funds process.
"We", "us", "our" or "ours"	United Overseas Bank (Malaysia) Bhd [199301017069 (271809-K)]

Part 1

1. PAYMENTS

- 1.1 We will process payment to the Biller in accordance with the Payment Instructions based on the following timelines:

Payment Initiated by Payer		Funds Received by Billers	
Business Days (Mon - Fri)	Before 5.00 a.m.	Same Business Day	By 11.00 a.m.
	5.01 a.m. - 8.00 a.m.		By 2.00 p.m.
	8.01 a.m. - 11.00 a.m.		By 5.00 p.m.
	11.01 a.m. - 2.00 p.m.		By 8.20 p.m.
	2.01 p.m. - 5.00 p.m.		By 11.00 p.m.
	After 5.00 p.m.	Next Business Day	By 11.00 a.m.
Non Business Days (Saturday, Sunday and Federal Territory Public Holidays)		Next Business Day	By 11.00 a.m.

- 1.2 We will not accept orders to stop Payment Instructions once the Payer has instructed us to make the Payment Instructions except when:
- 1.2.1 We have reasonably concluded that the Payment Instructions were fraudulent or unauthorised; or
 - 1.2.2 The Payment Instructions are future dated payments that we have not transmitted to IBG.
- 1.3 The Payer should notify us immediately if the Payer becomes aware that it has made a mistake (except for underpayment) when instructing us to make a payment, OR if the Payer did not authorise a payment that has been made from the Payer's CASA or Card Account. Recovery of funds for such payments shall be described in Clause 2.
- 1.4 In the event of an underpayment, the Payer may make another payment for the difference of the said amount.
- 1.5 We will notify the Payer the status of the JomPAY payment instructions including the reasons of rejected or failed "Payer not-present" payment instructions. However the Payer has the option not to receive these notifications upon request.

2 RECOVERY OF FUNDS AND LIABILITY FOR PAYMENTS

- 2.1 We will rectify Mistaken Payment Instruction made by the Payer according to the terms and conditions herein, provided the following conditions are satisfied:
- a) the Payer immediately inform us that the Payer becomes aware of any delays or mistakes in processing Payment; and
 - b) we are satisfied that Mistaken Payment Instruction has occurred.
- 2.2 Subject to Clause 2.1, we will attempt to rectify any such matters in relation to Mistaken Payment Instructions made by the Payer, in the way described in this clause:
- a) For misdirected payments, duplicated payments or incorrect Biller Code or incorrect RRN, we shall submit a request to recover funds to the Biller Bank that received the erroneous funds;
 - b) Upon our satisfaction that the error for the incorrect amount payment is caused by the Biller, we shall carry out a Reversal to the Payer's CASA or Card Account and submit a request to recover funds to the Biller Bank of the Biller for the error;
 - c) For payment that is not completed or failed at our end, we shall credit back the amount of the failed payment into the Payer's CASA or Card Account upon our satisfaction that the Payment Instruction has failed and was not duly processed at our end;
 - d) For payment that is not completed or failed at the Scheme Operator's end or the Biller Bank's end, we shall credit back the amount of the failed payment to the Payer into the Payer's CASA or Card Account before initiating a recovery of funds request.
- 2.3 Recovery of funds requests made on behalf of the Payer for Mistaken Payments Instructions mentioned in Clause 2.2 or Erroneous Payments Instructions shall be processed in accordance with Clause 3. Subject to Clause 3, we will work with the Affected Participant to request and recover the funds on behalf of the Payer.
- 2.4 All enquiries or complaints raised by the Payer regarding Mistaken Payment Instruction shall be resolved no later than fourteen (14) Business Days. All enquiries and complaints received after 5pm on a Business Day would be deemed received at the start of the next Business Day.
- 2.5 We are entitled to debit the Payer's CASA or Card Account (for recovery of funds), in the event we did not debit the Payer's CASA or Card Account after Payment Instruction has been properly and successfully executed.
- 2.6 Subject to Clause 3 herein (for requests of funds made by Payer Bank) we are entitled to debit the Payer's CASA or Card Account for funds credited into such account due to the following payments made by persons other than the Payer:
- a) Mistaken Payment Instructions;
 - b) Erroneous Payment Instruction;
 - c) Unauthorised Payment Instruction; and

d) Fraudulent Payment Instruction;

3. ERRONEOUS PAYMENT INSTRUCTION/MISTAKEN PAYMENT INSTRUCTION

3.1 The Payer may request for recovery of funds that were incorrectly transferred to Affected Bank Customer who is not a Biller in the following manner:

3.1.1 Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received within twenty (21) Business Days from date of Erroneous Payment Instruction or Mistaken Payment Instruction, we shall proceed with the recovery of funds and remit the funds into the Payer's CASA or Card Account within four (4) Business Days, if the following conditions are met:

3.1.1.1 The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account;

3.1.1.2 There is sufficient balance in the affected account; and

3.1.1.3 There is no evidence that the Affected Bank Customer is entitled to the funds in question.

3.1.2 Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received between twenty two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction or Mistaken Payment Instruction, we shall proceed with the recovery of funds and remit the funds into the Payer's CASA or Card Account within fifteen (15) Business Days, if the following conditions are met:

3.1.2.1 The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account; and

3.1.2.2 There is sufficient balance in the Affected Bank Customer's account;

3.1.2.3 There is no evidence that the Affected Bank Customer is entitled to the funds in question.

3.1.3 Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received after seven (7) months from date of Erroneous Payment Instruction or Mistaken Payment Instruction, we shall proceed with the recovery of funds and remit the funds into the Payer's CASA or Card Account within four (4) Business Days, if the following conditions are met:

3.1.3.1 The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account; and

- 3.1.3.2 There is no evidence that the Affected Bank Customer is entitled to the funds in question; and
 - 3.1.3.3 The Affected Bank Customer has given its consent for us to debit their account.
- 3.2 The Payer may request for recovery of funds that were incorrectly transferred to Affected Bank Customer who is a Biller in the following manner:
 - 3.2.1 Subject to Clause 3.2.2, if the request is received within twenty one (21) Business Days from date of Erroneous Payment Instruction/Mistaken Payment Instruction, we shall proceed with the recovery of funds and remit the funds into the Payer's CASA or Card Account within one (1) Business Days:
 - 3.2.1.1) If the Affected Participant is fully satisfied that funds were erroneously credited to the Affected Biller;
 - 3.2.1.2) The funds have been credited to the Affected Biller's account;
 - 3.2.1.3) The Affected Biller has not acted on RTN;
 - 3.2.1.4) The RTN has not been delivered to the Affected Biller;
 - 3.2.1.5) There is sufficient balance in the Affected Biller's account to cover the recovery amount; and
 - 3.2.1.6) The Affected Participant shall give written notification to the Affected Biller before debiting its account.
 - 3.2.2 If the funds have not been credited to the Affected Biller's account and that the Affected Biller has acted on RTN (has delivered goods or has provided services), the funds may not be fully recovered.
 - 3.2.3 Recovery of funds wrongly credited to Affected Bank Customer who is a Biller, of which request is received between twenty two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction or Mistaken Payment Instruction, the recovery of funds shall be processed in accordance with Clause 3.1.2 herein.
 - 3.2.4 Recovery of funds wrongly credited to Affected Bank Customer who is a Biller, of which request is received after seven (7) months from date of Erroneous Payment Instruction or Mistaken Payment Instruction; the recovery of funds shall be processed in accordance with Clause 3.1.3 herein.
- 3.3 Notwithstanding the aforesaid, if the funds for Erroneous Payment Instruction or Mistaken Payment Instruction cannot be recovered or fully recovered due to insufficient balance in the Affected Bank's Customer's account, it will be deemed an Unrecoverable Loss. For avoidance of doubt the party who is responsible for the error, caused the error, causing the incomplete or failed Payment is liable for the Unrecoverable Loss.

Unauthorised Payment Instruction and Fraudulent Payment Instruction

- 3.4 We shall upon receiving report from the Payer alleging that Unauthorised Payment Instruction was made, or upon becoming aware of Unauthorised Payment Instruction originating from us, remit the funds into the Payer's CASA or Card Account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met :
- 3.4.1 we shall conduct an investigation and determine within fourteen (14) Calendar Days, if the Unauthorised Payment Instruction did occur;
 - 3.4.2 if we are satisfied that the Unauthorised Payment Instruction occurred or fourteen (14) Calendar Days has lapsed, we shall initiate a Reversal process whereby all debit posted to the Payer's CASA or Card Account arising from the Unauthorised Payment Instruction would be reversed; and
 - 3.4.3 the Biller Bank has not applied some or all the funds in question for the benefit of the beneficiary of the fraudulent transaction.
- 3.5 For Fraudulent Payment Instruction, we shall upon receiving report from the Payer alleging that Fraudulent Payment Instruction was made, or becoming aware of Fraudulent Payment Instruction originating from us, remit the funds into the Payer's CASA or Card Account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met:
- 3.5.1 we shall conduct an investigation and determine within fourteen (14) Business Days, if the Fraudulent Payment Instruction did occur;
 - 3.5.2 if we are satisfied that the Fraudulent Payment Instruction occurred or fourteen (14) Business Days, has lapsed, we shall initiate a Reversal process whereby all debit posted to the Payer's CASA or Card Account arising from the Fraudulent Payment Instruction would be reversed; and
 - 3.5.3 the Biller Bank has not applied some or all the funds in question for the benefit of the beneficiary of the fraudulent transaction.
- 3.6 Notwithstanding the aforesaid, if the funds for Unauthorised Payment Instruction or Fraudulent Payment Instruction cannot be recovered or fully recovered, it will be deemed an Unrecoverable Loss.
- 3.7 No chargeback rights will be available under the Scheme and will not be applicable for Payments made using Cards Account.
- 3.8 The Payer shall indemnify us against any loss or damage suffered due to any claim, demand or action brought against us arising directly or indirectly from the Payer's negligent and fraudulent acts.

4 BATCH PAYMENTS

- 4.1 Subject to our agreement, the Payer is allowed to do Batch Payment for the following transactions only:
- a) the Payer is making Batch Payment on behalf of the Payer; or
 - b) the Payer is making Batch Payment on behalf of the Payer's related entities to discharge the entities' debts, or debts of the said entities to one or more Billers.
- 4.2 The Payer is allowed to do Batch Payment by debiting the Payer's CASA or Cards Account held with us, as the case maybe.
- 4.3 The Payer warrants to us that:
- a) such Batch Payment is made on its own account as a Payer, or as Payer in the ordinary course of its business makes multiple payments for the Payer, or on behalf of the Payer's related entities to discharge the entities' debts, or debts of the said entities to one or more Billers and not for the benefit of other person; and
 - b) such Batch Payment is not made for the purpose of carrying on business of making payments through the Scheme using Batch Payment method.
- 4.4 All other provisions in these Terms and Conditions shall apply to Batch Payment.

5 PAYMENT QUERIES

- 5.1 We shall, in good faith, attempt to settle all payment queries or disputes with the Payer arising in connection with the Scheme amicably by mutual agreement.
- 5.2 In the case of a dispute or conflict, the Payer is entitled to seek recourse via the industry mediation and arbitration bodies such as the Financial Ombudsman Scheme.
- 5.3 The Payer also has the right to lodge a complaint with the Scheme Operator if there are allegations of our non-compliance to the JomPAY Scheme Rules. However, the Scheme Operator's review of such complaints shall be confined to:
- 5.3.1 Determination whether there has been non-compliance;
 - 5.3.2 Stipulating remedies for Participants to correct or address the non-compliance; and
 - 5.3.3 Determination if penalties are applicable for the non-compliance.
- 5.4 All decisions rendered by the Scheme Operator in response to complaints from the Payer shall be binding on us.

6 SUSPENSION

- 6.1 We may, with written notice, suspend the Payer's right to use the Scheme at any time in the following circumstances:-
- 6.1.1 The Payer's CASA or Cards Account is suspended, terminated or cancelled;
 - 6.1.2 If we suspect person(s) authorised by the Payer is or has been acting fraudulently;
 - 6.1.3 If the Payer's access to our internet banking is suspended, terminated or cancelled; or
 - 6.1.4 If the Payer has breached any of these Terms and Conditions.

7 BILLER CANNOT PROCESS PAYMENT

- 7.1 If we are informed that Payment cannot be processed by a Biller, we will:
- a) Inform the Payer about this; and
 - b) Credit the Payer's CASA or Cards Account with the amount of the Payment.

8 ACCOUNT RECORDS

- 8.1 The Payer must check its CASA or Card Account and immediately report to us as soon as the Payer is aware of any errors or of any payment(s) that the Payer did not authorise or the Payer think were made by someone else without the Payer's permission.

PART 2

9 JomPAY

- 9.1 We are the Participant and we will inform the Payer if we cease to be the Participant.
- 9.2 The Payer must inform us the information required as specified in Clause 11, when making a Payment Instruction. We will debit the Payer's CASA or Card Account with the amount of the Payment Instruction.
- 9.3 Payment can be made using either CASA or Card Account.
- 9.4 The Payer acknowledges that these Terms and Conditions are in addition to our existing terms and conditions governing the CASA and the Card Account ("Generic

T&C"). In the event of any inconsistency between the Generic T&C and these Terms and Conditions, these Terms and Conditions shall apply to the extent of such inconsistency.

- 9.6 The Payer acknowledges that the receipt by a Biller of a Mistaken Payment Instruction or Erroneous Payment Instruction does not or will not constitute under any circumstances part of whole satisfaction of any underlying debt owed between the Payer and that Biller.

10 VALID PAYMENT INSTRUCTION

- 10.1 We will treat the Payer's instructions to make Payment as valid if the Payer complies with our terms and conditions governing our internet banking and ATM service.

11 INFORMATION REQUIRED

- 11.1 The Payer shall provide such information as we may require from time to time to effect the Payment Instruction, including but without limitation to:
- a) Biller Code;
 - b) Ref-1;
 - c) Ref-2 (if stated in Payer's Bill)
 - d) Amount; and
 - e) Payment account type.
- 11.2 The Payer acknowledges that we are not obliged to effect a Payment Instruction if the Payer does not give us all information required or if any of the information given is inaccurate.

12 AMENDMENTS TO TERMS

- 12.1 We can, vary, add to, delete or amend these Terms and Conditions by giving the Payer twenty one (21) days' prior notice, either through the Payer's statement of account, eStatement or by way of posting on our official website at www.uob.com.my or in any other manner that we choose.
- 12.2 As a result of any change we make, or for any other reason, the Payer may at its option choose to no longer use the Scheme.

13 PAYMENT CUT-OFF TIME

- 13.1 If the Payer initiates a Payment Instruction to a Biller before the payment cut-off time on a Business Day as provided in Clause 1.1, the Biller is deemed to have received payment on the same Business Day. However, the payment may take longer to be credited to a Biller if Payer initiates Payment Instructions after the payment cut-off time on a Business Day or on a Saturday, Sunday or a public holiday, the Biller is deemed to have received payment on the next Business Day.
- 13.2 The payment cut-off time will be made known to the Payer in such manner as we deem appropriate.

14 CONSEQUENTIAL DAMAGES

- 14.1 We shall not be liable to the Payer for any special, incidental, indirect or consequential damages, damages from loss of profits, or business opportunities, or failure to achieve cost savings, in contract, tort or otherwise, even if we were advised in advance of the possibility of such loss, cost or damages, arising out of or in connection with these Terms and Conditions.

15 PERSONAL DATA PROTECTION

- 15.1 In addition and without affecting the Data Protection and Disclosure of Information clause in the Generic T&C:-
- 15.1.1 The Payer agrees that the Privacy Notice issued by us (which is available at our branches as well as at our website at www.uob.com.my) shall be deemed to be incorporated by reference into these Terms and Conditions;
- 15.1.2 The Payer acknowledges that when the Payer uses the Scheme to make Payment, the Payer agrees that we can disclose the Personal Data and the Payer's information to the Scheme Operator, Billers, Biller Banks and other Payer Banks.
- 15.1.3 The information collected for the use of the Scheme including but not limited to the Bill account number and Bill reference number are for making Payments only.
- 15.1.4 The Payer agrees that we use the Payer's transactional information as is necessary to process Payment(s). The third parties receiving this information are Biller, Biller Bank and Payer Bank for the purpose of processing the Payment.

15.1.5 The Payer must notify us if any of the Personal Data is inaccurate or if there are any changes. The Payer consents that the updated Personal Data and information is disclosed to all Participants in the Scheme, for the purpose of Clause 15.1.2.

15.1.6 The Payer acknowledges that if the Personal Data and/or the Payer's information is not disclosed to the parties specified in Clauses 15.1.2 and 15.1.4, it will not be possible for us to process the Payer's request for Payment(s) or use the Scheme.

16 DISPUTE RESOLUTION

16.1 In the event you have any complaints or disputes, please specify the nature of your complaint or dispute and refer the matter to:-

UOB Contact Centre

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50738 Kuala Lumpur

E-mail : uobcustomerservice@uob.com.my

Tel : + 603 - 26128 121 (Kuala Lumpur)

: + 604 – 2401 121 (Penang)

: + 607 – 2881 121 (Johor)

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