

TERMS AND CONDITIONS GOVERNING INSTRUCTIONS FOR REMITTANCES, CASHIER'S ORDER AND DEMAND DRAFT

Definitions

'Applicable Laws'	means all relevant or applicable statutes, laws, rules, regulations, guidelines, directives and circulars (whether issued by any court, tribunal, government body or authority or self-regulatory organizations with jurisdiction over us or any other person within the Group).
'Applicant', 'you' or 'your'	means the person (either personally or through its Authorised Person) instructing us in writing (whether through an application form or a written instruction) or via any of our electronic channels including but not limited to our Personal Internet Banking (PIB) and Business Internet Banking (BIB) services, to perform a Remittance to the Beneficiary who has an account in or outside of Malaysia, or to issue a Cashier's Order or Demand Draft made payable to the Payee, and shall include the person's respective personal representatives, successors-in-title and permitted assigns.
'Authorised Person'	means any person authorised by you (whether singly or jointly) and approved by us, to act on your behalf in giving instructions to us for Remittances, Cashier's Order or Demand Draft.
'Bank', 'UOBM', 'our', 'us' or 'we'	means United Overseas Bank (Malaysia) Bhd and shall where applicable include its successors-in-title and assigns.
'Beneficiary'	means the recipient of the Remittance as instructed by you to us in writing (whether through an application form or a written instruction) who has an account in or outside of Malaysia.
'Cashier's Order'	means the cashier's order issued by us for an amount in Ringgit Malaysia made payable to the Payee, as instructed by you in writing (whether through an application form or a written instruction).
'Demand Draft'	means the demand draft issued by us for an amount in foreign currency made payable to the Payee, as instructed by you in writing (whether through an application form or a written instruction).
'Drawee Bank'	means the bank who will effect payment to the Payee upon presentation of the Cashier's Order or Demand Draft for encashment.
'Group'	means our branches, agencies, representative offices, affiliated, associated or related corporations, and their respective officers, servants or agents, whether situated in or out of Malaysia, and includes us.
'Payee'	means the beneficiary or recipient of the Cashier's Order or Demand Draft as instructed by you to us in writing (whether through an application form or a written instruction).
'Remittance'	means the remittance of an amount whether in Ringgit Malaysia or foreign currency from you to the Beneficiary who has an account in or outside of Malaysia, as instructed by you in writing (whether through an application form or a written instruction) or via any of our electronic channels including but not limited to our Personal Internet Banking (PIB) and Business Internet Banking (BIB) services.
'Terms and Conditions'	means these terms and conditions governing your instructions for remittances (including any variation or addition hereto as we may prescribe from time to time).

1. By instructing us to perform a Remittance to the Beneficiary or to issue a Cashier's Order or Demand Draft, you agree to be bound by these Terms and Conditions. You are deemed to have read, understood and accepted every term.
2. You agree and authorise us to honour and act upon any instructions given to us in writing (whether through an application form or a written instruction) signed by you or your Authorised Person and submitted by hand to any of our branches or via any of our electronic channels including but not limited to our Personal Internet Banking (PIB) and Business Internet Banking (BIB) services.
3. Instructions given by you but received by us after a specified cut-off time may be processed the next working day.
4. You understand that instructions given by an unauthorised person will not be discoverable by us in the ordinary course of business. We are not responsible to otherwise identify the party sending the instructions.

5. We shall be entitled to rely and act upon any instructions given in writing or via any of our electronic channels including but not limited to our Personal Internet Banking (PIB) and Business Internet Banking (BIB) services and shall not be liable to you in any way for acting in good faith upon any such instructions even though it is subsequently shown that it was not given by you, or there was any misunderstanding or any error in the instruction provided by you or your Authorised Person. We shall not be liable for any loss, liability or expense which results from any such misunderstanding, error or unauthorised instruction.
 - (a) The Bank shall process instructions solely based on the account number provided. The Beneficiary/ Payee's name is not used as a basis for verification or confirmation of the remittance.
 - (b) The Customer agrees to bear the obligation to ensure that the account number provided corresponds accurately to the intended Beneficiary.
 - (c) The Bank shall not be liable for any loss, error, or misdirection of funds arising from discrepancies between the account number and the Beneficiary name.

6. We shall be entitled to refuse to accept or act on any instructions if:-
 - (a) we are unable to verify your identity to our satisfaction;
 - (b) we have any doubt on the authenticity, clarity or completeness of the instruction;
 - (c) we are unable to verify the Beneficiary's or Payee's details to our satisfaction;
 - (d) 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;
 - (e) the instruction is not in accordance with the mandate(s) for the time being in effect in respect of your account with us (only applicable if monies in your account with us will be debited to perform the Remittance or to issue the Cashier's Order or Demand Draft);
 - (f) we believe or suspect that the instructions are unauthorised, fraudulent or forged;
 - (g) the signature on the instructions differs from the specimen signature in our records (if applicable);
 - (h) it results in any of your accounts with us being overdrawn; or
 - (i) we deem appropriate in the circumstances;

and we shall not be liable to you for any loss, liability or expenses arising from us refraining or refusing to act on your instructions to perform any Remittances or to issue any Cashier's Order or Demand Draft.

7. 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 of the instruction 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.
 - (c) the identity and accuracy of the Beneficiary/Payee and/or account details

8. Any instructions received after we have notice of your death or bankruptcy (for individuals) or winding up or dissolution (for partnerships, societies, associations, clubs and companies) will not be honoured or acted upon regardless of the date of the cheque, instrument or instruction.

9. 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 instruction 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.

10. We may from time to time require you to declare the purpose of the Remittance, Cashier's Order or Demand Draft or to request for any supporting documents relating to the purpose of the Remittance, Cashier's Order or Demand Draft and you shall provide this to us immediately upon our request. If you fail or delay in providing us with the requested information or documents, we may at our absolute discretion, refrain or refuse to act on your instructions to perform any Remittances or issue any Cashier's Order or Demand Draft.

11. We are not responsible to check and verify the purpose of any Remittance, Cashier's Order or Demand Draft or the identity of any Beneficiary or Payee. You understand that such instructions may authorise a transfer of the credit balances in any of your accounts with us to the Beneficiary or Payee.

12. Our records of the written instructions given or purportedly given by you shall be final and conclusive evidence as against you of the contents of your instructions in the absence of manifest error.

13. It is not necessary for written confirmation of the Remittances to be sent to you before or after the carrying out of the said instructions. If any Confirmation Advice is sent to you for the Remittances, you shall be under a duty to check the accuracy and correctness of any Confirmation Advice, and raise any objections (if any) within seven (7) days of the date of such confirmation advice; failing which the matters stated in such Confirmation Advice shall be deemed correct and conclusive as against you.
14. No written confirmation will be sent to you on the issuance of the Cashier's Order or Demand Draft before or after the carrying out of the said instructions. You shall be under a duty to check the accuracy and correctness of any particulars of the Cashier's Order or Demand Draft when you collect the Cashier's Order or Demand Draft from us, and raise any objections (if any) immediately; failing which the particulars of the Cashier's Order or Demand Draft shall be deemed correct and conclusive as against you.
15. We may at any time at our discretion, refrain from acting promptly upon any instructions or part of it from you or refuse to execute any such instructions without incurring any responsibility for loss, liability or expenses arising out of so refraining to act or such refusal.
16. We are authorised to treat any instructions given or purportedly given by you as new instructions when it is not specified that the instructions are a confirmation or a change of the previous instructions given. We will not be held responsible under any circumstances for any steps taken or omitted to be taken pursuant to any instructions given or purportedly given by you which are subsequently amended, varied, cancelled or countermanded by you, whether or not your subsequent instructions reach us before we act on your earlier instructions.
17. 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.
18. Without affecting the generality of your aforesaid indemnity, you hereby authorise us at our discretion to debit any accounts which you now or may in future have with us (whether such accounts be in debit or credit) with any sums of money due to us under these Terms and Conditions in relation to your instruction to perform the Remittances or to issue the Cashier's Order or Demand Draft.
19. We can set-off any payment due from us to you against any amount due from you to us under these Terms and Conditions, after giving you seven (7) days' notice. Upon the issuance of the notice, you agree that we have the right to earmark or to place a hold on the payment due from us to you.
20. You agree that all instructions given shall be binding on you, your executors, administrators, successors and assigns.
21. Your instructions on the Remittances, Cashier's Order or Demand Draft shall be irrevocable and binding on you and remain in full force and effect until we have received written revocation of them.
22. Remittances
 - 22.1 You shall not instruct us to perform any Remittances related to any unlawful activities. If we find, suspect or have reasons to believe that the Remittances are related to any unlawful activity, we may take any action 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 refusing to act on your instruction, making reports and taking such other actions as we may deem appropriate.
 - 22.2 We may use the services of any bank or agent in any location in connection with the Remittances. 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 delay or failure in the Remittances. All charges incurred by us, including but not limited to costs, expenses, disbursements, taxes, duties, or levies, will be borne by you.
 - 22.3 You are aware that the Remittances whether in Ringgit Malaysia or in a foreign currency to a Beneficiary, shall be subject to the governing laws, rules and regulations of the country where the Beneficiary's account is held. If your instructions for the Remittance is in a currency which is not accepted or allowed by the country or the bank where the Beneficiary's account is held, you agree that the amounts remitted shall be converted into an equivalent amount in the local currency where the Beneficiary's account is held, at the prevailing rate of exchange as determined by the bank where the Beneficiary's account is held. You agree and accept that we may not be able to act on your instruction for the Remittance if such Remittance is not allowed and prohibited by the country or bank where the Beneficiary's account is held.
 - 22.4 You are aware that any payment of the Remittances to the Beneficiary shall be subject to the governing law, rules and regulations of the country where the Beneficiary's account is held. You agree that neither we nor our agent shall be liable to you for any loss, liability or expense if the Beneficiary fails to receive the amounts under the Remittance. In such a situation, we and/or our agent shall on a best endeavor basis, assist to seek a refund of the amounts remitted for you but we shall not be liable to you for any loss, liability or expense if we fail to obtain the refund for you.
 - 22.5 Upon your request to apply for a refund of the amounts remitted from the bank where the Beneficiary's account is held, we may or may not, at our absolute discretion, accede to your request. In the event that we agree to your request to seek for a refund, you shall provide us with an indemnity in such form and manner as determined by us.

22.6 We shall be entitled to deduct from the refund of the amounts remitted any charges, expenses, taxes, duties and levies charged, incurred or paid by us. Refunds of the amount remitted will only be made payable to you in Ringgit Malaysia and all refunds received by us in foreign currency shall be converted into an equivalent amount in Ringgit Malaysia, at the prevailing rate of exchange as determined by us.

23. Cashier's Order or Demand Draft

23.1 You shall not instruct us to issue any Cashier's Order or Demand Draft related to any unlawful activities. If we find, suspect or have reasons to believe that the Cashier's Order or Demand Draft are related to any unlawful activity, we may take any action 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 refusing to act on your instruction, making reports and taking such other actions as we may deem appropriate.

23.2 You are aware that the Cashier's Order or Demand Draft made payable to the Payee, shall be subject to the governing laws, rules and regulations of the country where the Drawee Bank is located. If the Cashier's Order or Demand Draft is in a currency which is not accepted or allowed by the country where the Drawee Bank is located or the Drawee Bank itself, you agree that the Cashier's Order or Demand Draft may not be accepted. If the Drawee Bank were to allow the encashment of the Cashier's Order or Demand Draft, you agree that it may be converted into an equivalent amount in the local currency where the Drawee Bank is located, at the prevailing rate of exchange as determined by the Drawee Bank.

23.3 For any cancellation of Cashier's Order or Demand Draft, the original Cashier's Order or Demand Draft shall be returned to us and we shall be entitled to deduct from the refund amount any charges, expenses, taxes, duties and levies charged, incurred or paid by us.

23.4 You may request for a cancellation or replacement of the Cashier's Order or Demand Draft without returning the original Cashier's Order or Demand Draft to us if you have lost, misplaced or destroyed the original Cashier's Order or Demand Draft, and your request is subject to our approval, at our absolute discretion. In the event that:-

- (a) we agree to such cancellation and refund, you shall provide us with an indemnity in such form and manner as determined by us; or
- (b) we agree to such replacement, you shall provide us with an indemnity in such form and manner as determined by us. We reserve the right to refuse to issue a replacement Cashier's Order or Demand Draft in which event we shall refund to you the value of the Cashier's Order or Demand Draft.

23.5 Any refund under Clauses 23.3 and 23.4 will only be made payable to you in Ringgit Malaysia and if the currency of the Cashier's Order or Demand Draft is in foreign currency, it shall be converted into an equivalent amount in Ringgit Malaysia, at the prevailing rate of exchange as determined by us.

24. You agree that we can disclose at any time at our sole discretion without notifying you beforehand, any information or document relating to the instruction or Remittance or the issuance of the Cashier's Order or Demand Draft to the following persons:

- (a) any bank or agent, whether in Malaysia or elsewhere, engaged by us for the purpose of performing the Remittance or for the purpose of issuing the Demand Draft;
- (b) any bank or agent related to the Remittances or the Demand Draft including but not limited to the Beneficiary's bank;
- (c) any of our professional advisors;
- (d) the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- (e) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any member of the Group;
- (f) any person to whom we, or any member of the Group, are permitted or required to disclose to under the laws of any country;
- (g) any other person to whom such disclosure is considered by us to be in our interest, or the interest of any members of the Group (not applicable to strategic alliance for marketing and promotional purpose); or
- (h) any overseas regulators and authorities having jurisdiction over any bank or agent related to the Remittances or the Demand Draft including but not limited to the Beneficiary's bank.

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

26. You agree that we are not obligated to maintain any records of the Remittances, Cashier's Order or Demand Draft, including but not limited to the application forms, your written instructions, correspondences or documents in relation to the Remittances, Cashier's Order or Demand Draft, exceeding any retention period as set out under our internal policies, guidelines and procedures and/or as provided under any Applicable Laws.

27. You are liable to pay for any taxes or levies which as at the date of your instruction or at any date subsequent to the date of your instruction, is required by law, regulations, guidelines, decisions or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines, decisions or directives) to be paid to any body or authority having jurisdiction over us, in respect of any fees and charges charged or incurred by us or services provided in relation to the Remittances, Cashier's Order or Demand Draft.
28. Any taxes or levies incurred by us in relation to the Remittances, Cashier's Order or Demand Draft and any other goods or services provided under the Remittances or the issuance of the Cashier's Order or Demand Draft shall be borne by and charged to you and in the event that we shall effect any payment, you shall be liable to reimburse us for such amounts paid.
29. We can at any time at our absolute discretion, vary, add to, delete or amend these Terms and Conditions by giving you twenty one (21) days' prior notice, either by posting on our official website at www.uob.com.my or at our branches, or in any manner that we choose.
30. Any provision in these Terms and Conditions which is held invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of these Terms and Conditions. Any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
31. These Terms and Conditions shall be governed by and construed in accordance with Malaysian law. You hereby irrevocably submit to the non-exclusive jurisdiction of the Malaysian courts. We may take legal proceedings against you in the courts of Malaysia or in any part of the world.