



**UOB BUSINESS INTERNET BANKING SERVICE AGREEMENT FOR NON CUSTOMER
COUNTRY ADDENDUM (MALAYSIA)**

1. This is the Malaysia Country Addendum to the UOB Business Internet Banking Service Agreement for Non Customer.
2. Where any Services are provided to the User in or into Malaysia, the Agreement shall be amended or supplemented in relation to such Services as follows.
 - (I) The following provisions shall be inserted after sub-clause (h) in Clause 10.1 of the Agreement and the word “or” at the end of sub-clause (g) shall be deleted:-
 - (i) our auditors, solicitors, and professional advisors;
 - (j) any actual or potential participant or sub-participant in relation to any of our obligations under the banking agreement between you and us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;
 - (k) any person to whom we or any members of UOB Group Bank is permitted or required to disclose to under the law of any country;
 - (l) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over us;
or
 - (m) 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.
 - (II) The following provision shall be inserted after Clause 10.2 of the Agreement:-

10.3 This Clause 10 shall survive termination of this Agreement.
 - (III) Clause 11.1 of the Agreement shall be amended to read as follows:

Business Internet Banking may be suspended or terminated by the UOB Group Bank at any time either with respect to any Service or any service or facility provided through Business Internet Banking or generally, by giving prior notice of its intention to the User.
 - (IV) Clause 11.9 of the Agreement shall be amended to read as follows:

The UOB Group Bank may change hours of operation of Business Internet Banking by giving prior notice of its intention to the User. The UOB Group Bank shall use reasonable endeavours to ensure that Business Internet Banking will be available during the times set out in Business Internet Banking or elsewhere provided that nothing herein shall be considered or be deemed as a warranty by

the UOB Group Bank that Business Internet Banking will be available (whether uninterrupted or available at all) during such specified times

- (V) Clause 12.1 of the Agreement shall be amended to read as follows:
In addition and without prejudice to any other right or remedy which we may have (at law or otherwise), so long as we act in good faith in acting upon or carrying out any Instruction, we shall not be liable to the User in any respect for any Loss suffered by the User caused by or arising in any way from our execution or implementation of that Instruction or any matter arising therefrom unless it is due to our wilful misconduct or gross negligence.
- (VI) Clause 12.2 of the Agreement shall be amended to read as follows:
Provided that the User has fulfilled the User's obligation as provided in Clause 7.5, we shall not be liable to the User for any Loss caused by or arising from any one or more of the following events or matters, howsoever caused or occurring:
- (VII) Sub-clause (l) in Clause 12.2 of the Agreement shall be deleted.
- (VIII) The following sub-clauses in Clause 12.2 of the Agreement shall be amended to read as follows:
- (b) any telecommunications, computer or other electronic equipment or system not owned, operated or maintained by the UOB Group Bank, including but not limited to:
 - (i) the inability or failure of any such software, equipment or system to accept and/or recognise and/or properly and accurately store, process and/or transmit dates or data incorporating or relying on dates, or the processing, storage and/or transmission of any inaccurate date or data by virtue of such inability or failure of any such equipment or system;
 - (ii) the failure of any such software, equipment or system (including any terminal) to accept, recognise or process any Password or User ID or Instruction; and
 - (iii) the transmission of any virus to any such software, equipment or system;
 - (n) any cessation, interruption or delay in transmission or any wrongful interception of any Instruction through any telecommunications, computer or other electronic equipment or system which are not owned, operated or maintained by us ;
 - (p) any cessation of Business Internet Banking;
- (IX) Clause 12.5 of the Agreement shall be amended in so far as the time frame for the User to make a claim or legal proceeding against us where it shall be based on the time limitation as set out in the Limitation Act 1953.

- (X) The following provision shall be added to Clause 15.1 by way of additional paragraph:

For the avoidance of doubt, we will give twenty one (21) days' prior notice to the User in respect of any amendments, variations or supplemental referred to in the preceding paragraph. If the User does not accept the amendments, variations or supplemental, the User must terminate the use of the Service within seven (7) days from the date specified in the notice or from the date of the notice, as the case may be, otherwise the User will be deemed to have accepted and agreed to such amendments, variations or supplemental and such amendments, variations or supplemental will be binding on the User.

- (XI) Clause 15.4 shall be amended to read as follows:

The Agreement is available in Bahasa Malaysia and English. You may request the Agreement in your preferred language.

- (XII) The following clause shall be inserted after Clause 15.11 of the Agreement.

15.12 In the event of any conflict or inconsistency between this Country Addendum (Malaysia) and the Agreement, the provision of this Country Addendum (Malaysia) will prevail over the Agreement, to the extent of such conflict or inconsistency.

- (XIII) Clause 19.2 shall be deleted and replaced with the following provision:

19.2 The User confirms that it has 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, www.uob.com.my ("UOBM Website") as may relate to the processing of your Personal Data. For the avoidance of doubt, the User agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement. "Personal Data" may include, but is not limited to, the name of the User, its directors, shareholders, proprietors', partners, authorised signatories and officers (collectively, "third parties"), the third parties' address, occupation, contact details, information captured on security systems (including a recording of the third parties' image on Closed Circuit Television (CCTV)), the third parties' information contained in the Operating Account held by the User either singly or jointly with any other person and any User's transactions with the Bank;

- (XIV) The following clauses shall be inserted after Clause 19.4 of the Agreement:
- 19.5 The User agrees and consents that we may transfer the Personal Data outside of Malaysia. All Personal Data held by us and the UOB Group Bank will be accorded a reasonable level of protection against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or deletion.
- 19.6 In the event the User provides Personal Data relating to third parties, including data relating to its next-of-kin and dependents (where the User is an individual) or data relating to its directors, shareholders, officers, individual guarantors and security providers (where the User is a corporation), for the purpose of opening or operating the Services, with us, the User:
- (a) confirms that it has obtained their consent or are otherwise entitled to provide this data to us and for us to use it in accordance with this Agreement;
 - (b) undertakes that it has informed the said third parties to read the Privacy Notice at the UOBM Website;
 - (c) has informed the said third parties:-
 - (i) that we may collect or verify their personal and financial data with third party sources;
 - (ii) that we may disclose their personal data to classes of third parties described in our Privacy Notice;
 - (d) agrees to ensure that the personal and financial data of the said third parties is accurate;
 - (e) agrees to update us in writing in the event of any material change to the said personal and financial data; and
 - (f) agrees to our right to terminate this Agreement and the Services should such consent be withdrawn by the said third parties.
- 19.7 Where the User instructs us to effect any sort of cross-border transaction (including to make 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 the User's behalf, the User agrees to the above said disclosures on its behalf and others involved in the said cross-border transaction.

- 19.8 Additionally, but always subject to any laws (including regulations, guideline and/or obligations) applicable to us and the UOB Group Bank (whether in or outside Malaysia), the User agrees that we and the UOB Group Bank, and our merchants and strategic partners may contact the User about products, services and offers, which we believe may be of interest to the User or benefit the User financially. Notwithstanding the foregoing, we will only disclose the Personal Data (excluding data relating to the User's affairs and the Services) with our merchants and strategic partners where the User's express prior consent has been obtained.
- 19.9 The User may choose not to receive any direct marketing materials from us and the UOB Group Bank by writing in to us at 'Personal Financial Services, P.O Box 13525, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur' (or such other address notified by us) with the User's request and we will abide by the User's latest written instruction to us.
- 19.10 The User acknowledges that certain communications and the UOBM Website contain standard information regarding our other products and services that cannot be removed without affecting the delivery/provision of our services and/or products, the operation of the Services and/or facilities with us, and/or without imposing additional costs to the User.
- 19.11 The User is entitled to request in writing:
- (a) for any information in relation to the Personal Data that we hold or store, upon payment of a prescribed fee;
 - (b) for any information held or stored by us to be updated, amended and/or
 - (c) for us to limit the processing of the Personal Data held or stored by us; and
 - (d) to make an enquiry or complaint in respect of our processing of the Personal Data.

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

The User may direct their 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 the User's request for access or correction. We may also refuse to comply with the User's request in respect of (a) or (b) above if the information supplied by the User 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 the User of our refusal and reason for our refusal.

19.12 The User is responsible for ensuring that the information the User provide us is accurate, complete and not misleading and that such information is kept up to date.

19.13 Please note that if the User subsequently withdraws the User's consent to process the Personal Data as given earlier to us, as we will not be able to process and/or disclose the Personal Data in relation to the purposes set out in the Privacy Notice, we will have the right to not provide or discontinue the provision of any product, service, the Services and/or facilities that is linked to such Personal Data.

19.14 We reserve the right to amend this Clause 19 from time to time and shall provide prior notification to the User in writing and place any such amendments on the UOBM Website or by placing notices at the banking halls or at prominent locations within our branches or by such other means of communication deemed suitable by us.

19.15 This Clause 19 shall be without prejudice to any other clause in this Agreement which provides for the disclosure of data.

(XV) The following provisions shall be inserted after Clause 19 of the Agreement:

20. COMPLAINTS/ DISPUTES RESOLUTION

20.1 In so far as the Services are rendered in Malaysia, the event that the User have any complaint to lodge or dispute to raise, please specify the nature of such complaint or dispute and refer such matter to:- UOB Call Centre PO Box 11212 50738 Kuala Lumpur E-mail : uobUserservice@uob.com.my by providing information related to affected service, date of the disputed transaction and the reason why User believes that it is a disputed transaction.

20.2 Complaint Handling and Investigation

- 20.2.1 Once we have received the User's complaints or claims with the information required in Clause 20.1 above, we will endeavour to respond to the User within fourteen (14) Banking Days from the date of our receipt of such complaints or claims from the User.
- 20.2.2 The User fully understand and agree that the said fourteen (14) days is subject always to us receiving all supporting documents that we may require from the User in order for us to proceed and complete our investigations.
- 20.2.3 In the event that we are unable to resolve the User's complaints or claims within the stipulated timeframe, we will notify the User in writing at the User's last known address in our system for any extension of time which shall not in any case exceed thirty (30) days from the date of the lodgment of the complaint or claims.
- 20.3 The User acknowledges that in the event we believe or have reason to believe that any claims or information provided by the User to us in relation to a complaint or dispute are false and inaccurate, we reserve the right to reject such claims or information and we may take such actions that are available to us against the User.

21. Taxes Duties and Levies

- 21.1 The User is liable to pay for any taxes or levies, 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 monies charged or incurred by us or services provided in connection with the Services.
- 21.2 Any taxes or levies incurred by us in relation to the Services and any other goods or services provided under the Services shall be borne by and charged to the User and in the event that we shall effect any payment, the User shall be liable to reimburse us for such amounts paid.

22. Governing Law And Jurisdiction

- 22.1 In so far as any Services are provided to Users in or into Malaysia, this Agreement shall be governed by and construed in accordance with the laws of the Malaysia.

- 22.2 The User submits to the non-exclusive jurisdiction of the courts in Malaysia with respect to any legal proceedings which may be initiated in connection with this Agreement.
- 22.3 The User shall not commence or continue any legal proceedings against any UOB Group Bank in any jurisdiction other than in Malaysia with respect to any matter, claim or dispute so long as that UOB Group Bank is prepared to submit to the jurisdiction of the courts of Singapore with respect to that matter, claim or dispute and the User shall before commencing proceedings against that UOB Group Bank in any jurisdiction with respect to any matter, claim or dispute other than Singapore seek that UOB Group Bank's agreement to submit to that foreign jurisdiction with respect thereto.
- 22.4 Service of any process or document by which any proceedings in any court in Malaysia are commenced may be effected in any manner permitted for communications hereunder.