

## TERMS AND CONDITIONS GOVERNING UOB PERSONAL INTERNET BANKING AND MOBILE SERVICES

### Definitions

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

**“Account(s)”** means any of your account opened or maintained with us including, but not limited to savings/savings-i, current/ basic current-i, fixed deposit/fixed deposit-i, credit card, loan/financing account or such other accounts which may be accessed through the Personal Internet Banking and/or Mobile Services as may be determined by us from time to time.

**“Accountholder(s)” or “you” or “your”** means an individual accountholder of the Account, whether singly or jointly, whichever is applicable and shall include their respective personal representatives.

**“ATM”** means our automated teller machine.

**“Authorised Third Parties”** means any entity, company, corporation or institution which may offer products, services, content or information on our official website from time to time.

**“Business Day”** means any day banks are open for business in Kuala Lumpur.

**“Call Centre”** means UOB Call Centre and its details are set out in Clause 41 below.

**“Credit Card”** means the credit card(s) which may be issued by us to you from time to time.

**“Debit Card”** means the debit card which may be issued by us to you from time to time.

**“DuitNow ID”** means the unique identification of you or the recipient which has been registered with the NAD through PayNet and it is linked to an account held with us or any other banks.

**“DuitNow Service”** means the service we offer to you from time to time that enables you to initiate and receive credit transfers through a recipient’s account number or DuitNow ID via the Personal Internet Banking and/or Mobile Services.

**“DuitNow QR”** means a service offered by PayNet which facilitates industry wide ubiquitous payments or credit transfer by scanning the QR code which complies with DuitNow QR Standard.

**“Dynamic QR”** means a QR Code that is generated after the merchant or recipient keys-in the amount of the payment or credit transfer.

**“eStatement”** means the electronic statement which is available for viewing through your Personal Internet Banking and/or Mobile Services following your enrolment for the eStatement service for the Account.

**“Electronic Alert Service”** means a service which we provide to you from time to time through email or SMS or Mighty Secure by alerting you of certain types of Transactions that had been performed by you.

**“Equipment”** means any compatible electronic, wireless, communication, transmission or telecommunications equipment, device or medium including but not limited to the internet, any computer, tablet, smartphone, device, terminal or system which may be required to access and use the Personal Internet Banking and/or Mobile Services.

**“Group”** means our branches, agencies, representative, officers, affiliated associated or related corporations and their respective officers, servants or agents, whether in Malaysia or elsewhere.

**“Instructions”** means any instructions given by you to us through the Personal Internet Banking and/or Mobile Services using the Pass code.

**“JomPAY Service”** means the service we offer to you from time to time that enables you to effect payment of bills to any third party as determined by Payments Network Malaysia Sdn Bhd (PayNet) through the Personal Internet Banking and/or Mobile Services.

**“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, notices and any other documents which are required to be served under any written law and such notices under the Insolvency Act 1967.

**“Limit”** means the maximum daily amount that you are allowed to transact from the Account using the Personal Internet Banking and/or Mobile Services or the balance amount in the Account, whichever is lesser.

**“Mighty App”** refers to the mobile application owned by us which you can download from the App Store or Google Play using your smartphone or tablet. The Mighty App enables you to access features such as “Dine”, “Pay” “Bank” and “Secure”. The “Dine” feature allows you to make a reservation at selected restaurants in Malaysia and post a review on the selected restaurants. The “Pay” feature allows an accountholder who has a credit or debit card issued by us to create a virtual e-wallet using a smartphone or tablet for contactless payment transactions at participating merchants without swiping the physical credit or debit card. The “Bank” feature allows you to access your Account(s), make an online application through the Online Application Service and effect Transactions using the Pay Bill Service, JomPAY Service and Scheduled

Payment Service. The “Secure” features allow you to launch the digital security token which replaces and also act as an additional layer of security for OTP.

**“Mighty Secure”** refers to the digital security token which is a feature in Mighty App that allows you to authenticate and/or authorise transaction performed through Personal Internet Banking and/or Mobile Banking. This feature also allows you to receive the Electronic Secure Alerts.

**“Mobile Services”** means the mobile banking services we offer to you from time to time (such as the Mighty App) that enables you, by using any Equipment (such as smartphone or tablet) to access your Account(s), effect any Transaction electronically and/or enjoy services made available by us to you including but not limited to the features available through the Mighty App such as “Dine”, “Pay”, “Bank” and “Secure”.

**“NAD”**: means a central addressing depository established by the NAD Operator that links a bank account to a recipient’s DuitNow ID and facilitates payment to be made to a recipient by referencing the recipient’s DuitNow ID.

**“NAD Operator”** means PayNet.

**“Network Service Provider”** means any internet service provider or commercial online service provider providing internet connection to the world wide web.

**“Online Application Service”** means the service we offer to you from time to time that enables you to apply to open an account with us through Personal Internet Banking and/or Mobile Banking.

**“OTP”** means the one-time password sent through SMS to your mobile number which is registered with us or the one-time password generated on Mighty Secure.

**“Pass code”** means the password or code which is used to authenticate your identity or authorise a Transaction. A Pass code includes your User ID, Temporary User ID, password, personal identification number, secret word, phrase, biometric information including but not limited to fingerprint and OTP and includes any other pass code as we may issue to you from time to time.

**“Pay Bill Service”** means the service we offer to you from time to time that enables you to effect payment of bills which includes but is not limited to payment of any outstanding credit card or loan amount due to us under any of your Account or another person’s account with us and outstanding bills to the Payee Corporation(s) through the Personal Internet Banking and/or Mobile Services.

**“Payee Corporation(s)”** means the companies or corporations who have a prior agreement with us whereby you are allowed to effect payment of any

bills issued by these companies or corporations through the Personal Internet Banking and/or Mobile Services.

**“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, your name, address, occupation, contact details, information captured on security systems (including an image recording on Closed Circuit Television (CCTV)), the 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 (including the Personal Internet Banking, Mobile Services and the eStatement services), any Transactions and such other necessary data regarding yourself and your transactions with us.

**“Personal Internet Banking Services”** means the personal internet banking services we offer to you from time to time that enables you, by using any Equipment, to access your Account(s), make an online application through the Online Application Service and/or effect any Transaction electronically including but not limited to the Pay Bill Service, JomPAY Service and Scheduled Payment Service.

**“QR Code”** means a two-dimensional barcode that can be read using the camera of a smartphone or mobile device that is equipped with QR reader.

**“Sanctions”** means the sanctions, embargoes or restrictive measures administered, enacted or enforced by any government, governmental institutions or agencies, regulator or authority.

**“Scheduled Payment Service”** means the service we offer to you from time to time that enables you to make scheduled payments and/or fund transfers on a recurring basis at such intervals as you may select (“Scheduled Payment”) through the Personal Internet Banking and/or Mobile Services from any one of your Accounts to any other account maintained by us or any other bank or financial institution (whether such account are in your name or any third parties) or to any Payee Corporation(s), as determined by us in our sole and absolute discretion.

**“SMS”** means Short Message Service.

**“Static QR”** means a QR Code displayed which requires the individual to key-in the amount of the payment or credit transfer.

**“Temporary User ID”** means a system generated user name which must be keyed in to enable our computer system to identify you and your Account for first time login purposes only.

**“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.

**“Transaction”** means all transactions effected by you using the Personal Internet Banking and/or Mobile Services.

**“UOBM”, “our”, “us” or “we”** means United Overseas Bank (Malaysia) Bhd (271809-K) and includes all its successors-in-title and assigns.

**“User ID”** means a user name selected or created by you comprising of alphanumeric characters which must be keyed in to enable our computer system to identify you and your Account.

## **1. Terms and Conditions**

1.1 These terms and conditions (“Terms and Conditions”) govern our Personal Internet Banking and/or Mobile Services and it is important that you read and understand these Terms and Conditions before using and accessing the Personal Internet Banking and/or Mobile Services. If you use and access the Personal Internet Banking and/or Mobile Services, you are deemed to have read, understood and accepted these Terms and Conditions.

1.2 These Terms and Conditions shall be read together with:

- (a) the respective terms and conditions governing the Accounts, which can be found at our website at [www.uob.com.my](http://www.uob.com.my) or at any of our branches;
- (b) the terms and conditions governing our official website (please access and read the same [here](#)); and
- (c) the terms and conditions of UOB Sign in by Touch (please access and read the same [here](#)).

The terms and conditions referred to in Clauses 1.2(a), (b) and (c) above shall be referred to as “Other Terms”.

1.3 If there is a discrepancy or inconsistency between these Terms and Conditions and the Other Terms, these Terms and Conditions shall prevail for matters in relation to the Personal Internet Banking and/or Mobile Services.

1.4 A reference to –

- (a) the singular number includes the plural, and vice versa;
- (b) the masculine gender includes the feminine and neuter genders, and vice versa;
- (c) a person includes the person’s attorney, executors and administrators, and these Terms and Conditions will bind those persons; and

- (d) “including” or “for example” or other similar words when introducing an example does not limit the meaning of words to those examples.

## **2. Eligibility**

- 2.1 You must be an Accountholder aged eighteen (18) years and above before you apply for the Personal Internet Banking and/or Mobile Services.

## **3. Application for the Personal Internet Banking and/or Mobile Services**

- 3.1 If you have an Account, you may apply for the Personal Internet Banking and/or Mobile Services:-
  - (a) through any of our ATMs if you have a Debit Card or Credit Card. Upon our approval of your application, you will be required to select your Pass code at the ATM and you will be given a system generated Temporary User ID. You will be required to use your Pass code and the Temporary User ID for your first time login;
  - (b) through any of our branches, by filling up and submitting a completed application form. Upon our approval of your application, you will be required to select your Pass code and we will provide you with a system generated Temporary User ID. You will be required to use your Pass code and the Temporary User ID for your first time login; or
  - (c) through our official website at [www.uob.com.my](http://www.uob.com.my), by filling up and submitting an online application form. Upon our approval of your application, we will send you the OTP through SMS to your mobile number which is registered with us. You will be required to create your Pass code which includes User ID, secret word and password for all your future logins. Once you have received an on-screen confirmation from us of your User ID, secret word and password, your access to the Personal Internet Banking and/or Mobile Services will be activated. For subsequent access to the Personal Internet Banking and/or Mobile Services, you will need to enter your chosen User ID, confirm your secret word and then enter your password.
- 3.2 Upon our approval of your application for either Personal Internet Banking Services or Mobile Services, you will be granted access to both services.
- 3.3 We can, at our absolute discretion decline any application for Personal Internet Banking and/or Mobile Services without giving any reason.
- 3.4 If you have more than one Account with us, you may request to link the Accounts that are eligible to be linked, as determined by us at our sole discretion from time to time, to your Personal Internet Banking and/or Mobile Services. We can, at our absolute discretion decline any request to link an Account without giving any reason.

## **4. Joint Accountholders**

- 4.1 Upon the receipt of an application by any joint Accountholder for the Personal Internet Banking and/or Mobile Services, we will issue a Pass code. The Pass code assigned to one of the joint Accountholder can only be used by that Accountholder.

Joint Account Mandate - "Either One to Sign"

- 4.2 For joint Accounts with the mandate of "either one to sign", all Accountholders for the joint Accounts will be able to view the transaction history and effect any Transaction through the Personal Internet Banking and/or Mobile Services.
- 4.3 We shall be entitled to act on any Instructions from any Accountholder and each Accountholder shall be jointly and severally liable for all Transactions effected on the joint Account through the Personal Internet Banking and/or Mobile Services.

Joint Account Mandate - "Two or More Person to Sign"

- 4.4 For joint Accounts which require the mandate of more than one individual to provide instructions and/or operate the Accounts, each Accountholder will only be able to view the transaction history of the joint Accounts through the Personal Internet Banking and/or Mobile Services. The Accountholder will not be able to effect any Transaction on the joint Account through the Personal Internet Banking and/or Mobile Services.

**5. First Time Login with Temporary User ID and Pass code**

- 5.1 When you login to the Personal Internet Banking or Mobile Service for the first time using the Temporary User ID which was issued by us to you and the Pass code created by you at either the ATM or any of our branches, you will be required to create a new User ID, secret word and password.
- 5.2 Once you receive the on-screen confirmation from us of the creation of your new User ID, secret word and password, you will then be given access to the Personal Internet Banking and/or Mobile Services.
- 5.3 For subsequent access to the Personal Internet Banking and/or Mobile Services, you will need to enter your new User ID, confirm your secret word and then enter your password.
- 5.4 If you fail to enter the correct information, you will not be able to access the Personal Internet Banking and/or Mobile Services.

**6. Equipment, Computer Terminals and Network Access**

- 6.1 You are solely responsible:

- (a) to ensure that the Equipment, computer terminal and related software and hardware meet the minimum requirements specified by us from time to time; and
  - (b) for the installation, maintenance and security of your computer terminal, related software (including the internet browser software) and hardware used to access the Personal Internet Banking and/or Mobile Services.
- 6.2 Your access to our official website and the Personal Internet Banking and/or Mobile Services through a Network Service Provider will be subject to the terms and conditions of the Network Service Provider.

## **7. Pass code and Confidentiality of Pass code**

- 7.1 You shall take all reasonable steps to ensure and prevent any unauthorised and/or fraudulent use of your Pass code at all times and to keep your mobile phone which receives the OTP and that can be used to launch Mighty Secure safe when you are performing a Transaction.
- 7.2 You agree that your Pass code is strictly confidential and undertake not to disclose or expose or in any way cause your Pass code to be disclosed or exposed to any person (including our employees) through unsolicited phone calls, emails or on any website other than our official website at [www.uob.com.my](http://www.uob.com.my) or any other manner. Any document sent by us to you concerning the Pass codes must be destroyed after you have read them.
- 7.3 You should memorise your Pass code and ensure that no written record of your Pass code is kept at any place or in any manner which may enable a third party to have access to or to use your Pass code. You should not use a common Pass code, i.e. your identity card number, passport, driving license, date of birth or contact number, and ensure that you change your Pass code from time to time.
- 7.4 You should ensure that you log off from the Personal Internet Banking and/or Mobile Services on any Equipment used to access the Personal Internet Banking and/or Mobile Services.
- 7.5 You shall not record your Pass code on any software which retains it automatically (such as computer screen prompts or 'save password' feature or on your internet browser). You shall also ensure that your electronic gadget(s) including but not limited to personal computers, smart phones, tablets, notebook and laptops do not automatically save and record your Pass codes.
- 7.6 You agree that failing to comply with these requirements may expose you to the consequences of theft or unauthorised use of the Personal Internet Banking and/or Mobile Services to access your Accounts, in which event you will be liable for all Transactions effected on the Account through the Personal



Internet Banking and/or Mobile Services, whether or not such Transaction is within your knowledge or authority.

7.7 If you suspect or become aware, whether through the Electronic Alert Service whereby you receive transaction alerts through SMS, Mighty Secure or email, or otherwise, that –

- (a) an unauthorised person knows your Pass code;
- (b) there has been unauthorised access to your Account or use of your Pass code through the Personal Internet Banking and/or Mobile Services; or
- (c) there are unauthorised transactions effected on your Account;

you must immediately change the existing Pass codes or request for new Pass codes, whichever is applicable. You must also, immediately notify us at our Call Centre and comply with the requirements mentioned in Clauses 20.2 and 20.4 in these Terms and Conditions. You must also give us any relevant information and reasonable assistance in investigating the matter.

7.8 You will be liable for any unauthorised transactions that occur in relation to a stolen or misused Pass code, unless you have notified us in accordance with Clause 7.7 or you have not acted fraudulently.

7.9 Notwithstanding anything in this Clause 7, we may deactivate or revoke the use of your Pass codes at any time.

## **8. Personal Internet Banking and Mobile Services**

8.1 The range of our Personal Internet Banking and Mobile Services which are indicated on our official website may be varied by us from time to time at our sole discretion.

8.2 Where we offer new or additional services, your acceptance in the manner prescribed by us and use of such new or additional services shall be subject to these Terms and Conditions and such additional terms and conditions (if any) as may be prescribed by us from time to time.

8.3 We may at any time:-

- (a) change the operating hours or the time period during which the Personal Internet Banking and/or Mobile Services is made available;
- (b) set or change the manner of use of the Personal Internet Banking and/or Mobile Services;
- (c) limit, cancel or suspend the operations of the Personal Internet Banking and/or Mobile Services or part of it; or

- (d) suspend temporarily the operations of Personal Internet Banking and/or Mobile Services for any updating, upgrading, maintenance or enhancement works. In the event the Personal Internet Banking and/or Mobile Services are not available, you agree to carry out your transactions at any of our branches or use other alternative banking services available to you.

8.4 We will use reasonable efforts to ensure that the Personal Internet Banking and/or Mobile Services will be available during the specified times but we cannot guarantee that they will be available and uninterrupted at all times.

8.5 If you receive data or information through the Personal Internet Banking and/or Mobile Services which is not intended for you, you are to immediately inform us by telephone or email (details are set out in Clause 41 below) and delete the same.

## **9. Pay Bill Service**

9.1 You may use the Pay Bill Service to effect payment of the outstanding credit card or loan/financing amount due to us under any of your Account or another person's account with us or outstanding bills to the Payee Corporation.

9.2 Each Payee Corporation may have its respective procedures and terms for the settlement of their bills. You agree to comply with such procedures and terms and any variations as may be in effect from time to time.

9.3 You are responsible to settle the outstanding credit card or loan/financing amount due to us under any of your Account and/or outstanding bills to the Payee Corporation within the time period stipulated by us and/or the Payee Corporation.

9.4 Your Account will be debited immediately upon receipt of the Instructions from you to effect payment to us and/or the selected Payee Corporation through the Pay Bill Service.

9.5 You shall ensure that you enter the correct and complete details and particulars required to effect the payment of the outstanding credit card or loan/financing amount due to us under any of your Account or another person's account with us or the outstanding bills of the Payee Corporation selected by you using the Pay Bill Service.

9.6 We shall not be liable for any loss or damage suffered by you as a result of:-

- (a) any delay in the transfer of funds from your Account to the Payee Corporation for the settlement of the outstanding bills or to us for the payment of any outstanding credit card or loan/facility amount;
- (b) any delay or error in the processing of the payment of the outstanding bills by the Payee Corporation; or

- (c) any error in the processing of the payment of any outstanding credit card or loan amount due to us.

9.7 We may from time to time with prior notice amend our list of Payee Corporation(s) or vary the scope of or withdraw the Pay Bill Service in whole or in part and we shall not be liable for any loss, damage or expense which may be suffered by you or any third party as a result of such action by us.

## **10. JomPAY Service**

10.1 You may use the JomPAY Service to effect payment of any outstanding bills with any third party as determined by PayNet.

10.2 PayNet may have its respective procedures and terms for the use of the JomPAY Service. You agree to comply with such procedures and terms and any variations as may be in effect from time to time.

10.3 You are responsible to settle your bills in full within the time period stipulated.

10.4 Your Account will be debited immediately upon receipt of the Instructions from you to effect payment to the third party through the JomPAY Service.

10.5 You shall ensure that you enter the correct and complete details and particulars required to effect the payment to the third party recipient selected by you using the JomPAY Service.

10.6 We shall not be liable for any loss or damage suffered by you as a result of :-

- (a) any delay in the transfer of funds from your Account to the third party recipient for the settlement of the outstanding bills;
- (b) any delay in the processing of the payment of the outstanding bills by PayNet or third party; or
- (c) any error in the processing of the payment of the outstanding bills by PayNet or third party.

## **10A DuitNow Service**

10A.1 You may use the DuitNow Service to:-

- (a) initiate payment by entering the recipient's DuitNow ID; and
- (b) receive payment from third party through your DuitNow ID.

10A.2 PayNet may have its respective procedures and terms for the use of DuitNow Service. You agree to comply with such procedures and terms and any variations as may be in effect from time to time.

10A.3 Your Account will be debited immediately upon receipt of the Instructions from you to effect payment to the third party through DuitNow Service.

10A.4 You shall ensure that you enter the correct and complete details and particulars including the DuitNow ID required to effect the payment to the third party recipient by you using DuitNow Service.

10A.5 We shall not be liable for any loss or damage suffered by you as a result of:-

- (a) any delay in the transfer of funds into your Account from any third party;
- (b) any delay in the transfer of funds from your Account to the third party recipient; or
- (c) any error or delay in the processing of the payment by PayNet in relation to DuitNow Service.

## **10B DuitNow QR Service**

10B.1 You may use the DuitNow QR to send funds by scanning the Static QR Code or Dynamic QR Code displayed at the merchant or on a mobile device.

10B.2 PayNet may have its respective procedures and terms for the use of DuitNow QR. You agree to comply with such procedures and terms and any variations as may be in effect from time to time.

10B.3 You shall ensure that the transaction amount keyed in or displayed on your mobile application screen is correct prior to confirming the transaction.

10B.4 We shall not be liable for any loss or damage suffered by you as a result of:-

- (a) any delay in the transfer of funds into your Account from any third party;
- (b) any delay in the transfer of funds from your Account to the third party recipient; or
- (c) any error or delay in the processing of the payment by PayNet in relation to DuitNow QR.

## **11. Scheduled Payment Service**

11.1 You may use the Scheduled Payment Service to make scheduled payments and/or the fund transfers on a recurring basis at such intervals as you may select ("Scheduled Payment") through the Personal Internet Banking and/or Mobile Services from any one of your Accounts to any other account maintained by us or any other bank or financial institution (whether such account are in your name or any third parties) or to any Payee Corporation(s), as determined by us in our sole and absolute discretion.

11.2 Subject to Clause 13 below, upon receipt of your Instructions, we shall endeavour to process and effect the Scheduled Payment on the date the Scheduled Payment is to be effected ("Scheduled Payment Date"). You may

attempt to cancel and/or revoke your Instructions for any Scheduled Payment prior to the Scheduled Payment Date.

- 11.3 We reserve the right to refuse to effect any Instructions for any Scheduled Payment at any time prior to the Scheduled Payment Date at our discretion by way of notice to you. In the event we receive Instructions from you that the Scheduled Payment which has yet to be effected, is no longer required, we shall be entitled to treat your earlier Instruction to effect the said Scheduled Payment as cancelled or revoked.
- 11.4 For the avoidance of doubt, until such time that we have been duly notified of your death or bankruptcy, we shall be entitled to carry out or continue to carry out and effect your Instructions for such Scheduled Payment.
- 11.5 We shall levy a charge to effect each Scheduled Payment and such charge shall be debited from your Account on each relevant Scheduled Payment Date. Such charges shall not be refunded regardless of whether the Scheduled Payment was effected successfully or cancelled or revoked.
- 11.6 In the event that any Scheduled Payment is not effected due to the insufficiency of funds in your Account, you shall be responsible for making alternative arrangements to make the payment or fund transfer accordingly. We shall not be responsible for any consequences that you may suffer in the event that you fail and/or omit to make such alternative arrangements.
- 11.7 We shall not be liable for any loss or damage suffered by you as a result of :-
  - (a) any delay in the Scheduled Payment;
  - (b) any delay in the processing of the payment by the third party recipient;  
or
  - (c) any error in the processing of the Scheduled Payment.

## **12. Electronic Alert Service**

- 12.1 The Electronic Alert Service is a service provided to you whereby you will receive information on selected Personal Internet Banking and/or Mobile Service Transactions effected by you ("Alert"). These Alerts will be sent to your email, SMS or Mighty Secure or in such other manner as we may determine from time to time.
- 12.2 In order to receive such Alerts, you must have accessibility to the internet (through your own Network Service Provider) or telecommunications or mobile services from the relevant licensed service providers in Malaysia.
- 12.3 You acknowledge and accept that the Alerts sent to you under the Electronic Alert Service may not be encrypted and there is a risk that the contents of the Alerts (which may contain information in respect of your Accounts) sent to you

may be viewed by another person who may or may not be authorised by you to view the Alerts. You agree that you shall take all the necessary precautions to prevent any unauthorised disclosure of the Alerts and we shall not be held liable in any manner for any unauthorised disclosure of such Alerts.

- 12.4 You are aware that our provision of the Electronic Alert Service and the Alerts is dependent on the services of your respective Network Service Provider and licensed service provider. We shall not be held liable in any manner for any loss or damage you may suffer or incur arising from the non-delivery, delay or error in the transmission of the Alerts or inaccuracies in the contents of the Alerts caused by the respective Network Service Provider and licensed service provider.
- 12.5 We reserve the right to vary the features and/or availability of the Electronic Alert Service from time to time at our absolute discretion.

### **13. Instructions**

- 13.1 All Instructions given or Transactions effected through the Personal Internet Banking and/or Mobile Services using your Pass code are irrevocable and binding on you.
- 13.2 We will carry out the Instructions given by you in accordance with our standard banking practices. If we receive your Instructions after a certain time or deadline set for certain Transactions (in accordance with our standard banking practices), the Instructions may only be carried out on the next Business Day.
- 13.3 You shall ensure that the Instructions provided to us are complete, accurate and correct and you shall be liable for any Transaction effected by us pursuant to your Instructions.
- 13.4 We shall be entitled to rely and act upon any Instruction and shall not be liable to you in any way for acting in good faith upon any such Instruction even though it is subsequently shown that it was not given by you, or for any error, incomplete information or misunderstanding in the Instructions given.
- 13.5 We shall be entitled to debit your Account immediately on completion of any Transaction.
- 13.6 We may at any time at our sole discretion, refrain from acting upon any Instruction or part of it or refuse to execute any such Instruction, if:-
  - (a) we have any doubt on the authenticity, clarity or completeness of the Instructions;
  - (b) the form or content of such Instructions is not in accordance with the requirements or policies or practices as prescribed by us from time to time;

- (c) we believe or suspect that the Instructions are unauthorised or fraudulent;
- (d) you have not complied with these Terms and Conditions and Other Terms or there has been a breach of these Terms and Conditions and Other Terms; or
- (e) 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.

- 13.7 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 Instructions, or as we deem fit, refusing to act on your Instructions or part of it.

#### **14. Transactions and Limits**

- 14.1 Before providing any Instructions to us through the Personal Internet Banking and/or Mobile Services to effect any Transaction, you shall ensure that there are sufficient available funds in the Account to perform the Transaction.
- 14.2 You must not use or attempt to use the Personal Internet Banking and/or Mobile Services to effect any Transaction, in particular payments or transfer of funds from any Account unless there is sufficient available funds in the relevant Account.
- 14.3 We can at our absolute discretion require you at any time to prescribe a Limit on your daily Transaction in Ringgit Malaysia and you cannot use the Personal Internet Banking and/or Mobile Services to effect any Transaction exceeding such Limit. The Limit prescribed by you must not exceed the Limit as determined by us from time to time at our sole discretion.
- 14.4 We may at any time at our sole discretion, refrain from effecting any Transaction if:-
- (a) there is an error, defect, failure or interruption in the system or Equipment for any cause beyond our control or for any reason;
  - (b) there is an error on our part;
  - (c) there are insufficient available funds in the relevant Account;
  - (d) by effecting the Transaction, the balance in the Account will drop below the minimum balance required to be maintained for the Account as provided under the respective terms and conditions governing the Accounts; or

- (e) there is an attempt by you to effect a Transaction which exceeds the Limit.

14.5 Notwithstanding Clause 14.4 above, we can refuse to carry out any Transaction effected by you using the Personal Internet Banking and/or Mobile Services for any reason we deem fit.

## **15. Transaction Records**

15.1 Transactions which have not been effected shall not appear in the transaction history of the relevant Account which you can view through the Personal Internet Banking and/or Mobile Services. The items shown in the transaction history viewed through the Personal Internet Banking and/or Mobile Services shall not be conclusive of the transactions and balances of the relevant Account.

15.2 Our records of any Instructions, communications, operations and Transactions which have been effected through the Personal Internet Banking and/or Mobile Services by you using your Pass code shall be binding and conclusive on you for all purposes whatsoever including for the purposes of any legal proceedings.

15.3 You are to ensure that you regularly monitor the Accounts and the balances in the Accounts when using the Personal Internet Banking and/or Mobile Services.

15.4 You are to immediately notify us of any inaccuracy or irregularity in any of the Accounts.

## **16. eStatement**

### Enrolment of eStatement service

16.1 Upon your first registration for Personal Internet Banking Services, your savings/savings-i, current/basic current-i and credit card account will be automatically enrolled for eStatement service.

16.2 If you have previously registered for Personal Internet Banking Service and your Accounts are not automatically enrolled for eStatement service and/or for accounts not stated in Clause 16.1 above, you may apply for the eStatement service:-

- (a) through Personal Internet Banking Services; or
- (b) through any of our branches, by filling up and submitting a completed application form; or
- (c) such other channel as may be decided by us from time to time

16.3 Upon your successful enrolment for the eStatement service, eStatement for the relevant Account will be provided to you from the next statement date onwards.



#### Availability of eStatement

- 16.4 For credit card, an SMS notification will be sent to your mobile number registered with us when the eStatement for the Account is available for viewing through Personal Internet Banking Services.
- 16.5 For accounts not stated in Clause 16.4 above, an e-mail notification will be sent to your e-mail address registered with us when the eStatement for the Account is available for viewing through Personal Internet Banking Services.
- 16.6 The eStatement for the enrolled Accounts shall be available for viewing for a period of six (6) months from the date stated on the respective eStatement ("eStatement Date"), or such other period as determined by us at our sole and absolute discretion.
- 16.7 You are solely responsible to install the appropriate software such as Acrobat Reader, which is required to view the eStatement.
- 16.8 The eStatement shall be deemed to be delivered on the date the eStatement is made available for your viewing through the Personal Internet Banking Services and the eStatement will be deemed to have been sent and received by you.
- 16.9 You are solely responsible to view and examine the eStatement in a prompt and timely manner once you receive an email or SMS notification (whichever is applicable) from us informing you that the eStatement is available for viewing.
- 16.10 If you think there is an error in the eStatement or there are any unauthorised Transactions in your Account as reflected in the eStatement, you must notify us in writing within the applicable time period set out in the respective terms and conditions governing the Accounts and you must provide to us any relevant information and reasonable assistance required from you in investigating the matter.
- 16.11 The eStatement service may not be available at specified times due to updating, upgrading, maintenance or enhancement works. To the extent permitted by law we shall not be held liable for any losses, costs and/or expenses suffered / incurred by you or any third party due to disruption to or unavailability of the eStatement service.
- 16.12 If your credit card or loan / financing account is delinquent, we have the right to discontinue the eStatement service for such account without prior notice to you.

#### Termination of eStatement service

- 16.13 Upon termination of the Personal Internet Banking Services for any reasons whatsoever, the eStatement service will be automatically terminated and the

physical copy of the statement of account of your Accounts will be sent to your address last known to us from the next statement date onwards.

- 16.14 We may, at our sole and absolute discretion, with prior notice, suspend or terminate the eStatement service or any part of the services, without being obliged to provide any reason for the same.
- 16.15 Upon suspension or termination of the eStatement service, the physical copy of the statement of account of your Account will be sent to your address last known to us from the next statement date onwards until further notice by us.

## **17. Online Application Services**

- 17.1 You may use the Online Application Services to apply for a Savings and/or Fixed Deposit Account.
- 17.2 Once you have completed the Online Application Services form, we will act on your Instructions to process your application to open the Savings and/or Fixed Deposit Account. You shall ensure that the details and particulars requested for the Online Application is accurate and complete.
- 17.3 Upon the opening of the Savings and/or Fixed Deposit Account, you will be bound by the applicable Terms and Conditions Governing Savings Account and/or the Terms and Conditions Governing Fixed Deposit Account. You can view a copy of the terms and conditions [here](#).
- 17.4 We can, at our absolute discretion decline your application to open the Savings and/or Fixed Deposit Account without giving any reason.

## **18. Fees, Charges and Right to Debit**

- 18.1 You may have to pay fees and charges for the use of the Personal Internet Banking and/or Mobile Services and such fees and charges may be amended from time to time. The current rates on fees and charges will be made available to you at our branches, official website at [www.uob.com.my](http://www.uob.com.my) or upon your request.
- 18.2 You shall be liable to pay all costs, charges, disbursements, fees and expenses (including but not limited to our legal fees) in connection with or incidental to the Personal Internet Banking and/or Mobile Services including but not limited to the enforcement of or preservation of any of our rights under these Terms and Conditions.
- 18.3 You are liable to pay for any taxes or levies which as at the date of application to use the Personal Internet Banking and/or Mobile Services or at any date subsequent to the application to use the Personal Internet Banking and/or Mobile Services, 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 and/or services provided by us in relation to the Personal Internet Banking and/or Mobile Services.

- 18.4 Any taxes or levies incurred by us in relation to the Personal Internet Banking and/or Mobile Services and any other goods or services provided under the Personal Internet Banking and/or Mobile Services 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.
- 18.5 You authorise us to debit from the Account, at any time without giving you any prior notice, all moneys whatsoever which are payable by you to us in connection with your use of the Personal Internet Banking and/or Mobile Services.
- 18.6 We may, at our absolute discretion, from time to time, impose, vary or revise any fees and charges imposed on the use of the Personal Internet Banking and/or Mobile Services by giving twenty-one (21) days' prior notice.

## **19. Unlawful Transactions**

- 19.1 You shall be responsible for using the Personal Internet Banking and/or Mobile Services responsibly. You cannot use the Personal Internet Banking and/or Mobile Services for any unlawful activities. If we find, suspect or have reasons to believe that the Personal Internet Banking and/or Mobile Services 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 or 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 suspending or terminating the use of the Personal Internet Banking and/or Mobile Services, making reports and taking such appropriate actions as we may decide as appropriate.

## **20. Your Liability for Disclosure of your Pass code to Any Person or Unauthorised Access of the Personal Internet Banking and/or Mobile Services**

- 20.1 You agree and undertake to take all reasonable care and precaution to prevent the disclosure of your Pass code or the fraudulent or unauthorised access of the Personal Internet Banking and/or Mobile Services.
- 20.2 If you suspect or become aware that any of the above events have occurred, you must immediately notify us at our Call Centre or any of our branches. You must also give us any relevant information and reasonable assistance in investigating the matter.
- 20.3 You understand that failure to take reasonable care and precaution to safeguard your Pass code may expose you to the consequences of theft

and/or unauthorised access of the Personal Internet Banking and/or Mobile Services to effect any Transaction relating to your Account.

- 20.4 You must follow up your notification in Clause 20.2 with a written confirmation and submission of any documents as required by us including but not limited to a copy of the police report filed in relation to the disclosure of your Pass code and/or unauthorised access of the Personal Internet Banking and/or Mobile Services within seven (7) days from the date of the disclosure of your Pass code and/or unauthorised access of the Personal Internet Banking and/or Mobile Services.
- 20.5 All charges arising from the Transactions effected on the Account, whether authorised or not, are deemed to have been made by you. You will remain liable for all Transactions effected on the Account and all charges related to such Transactions if you have:
- (a) acted fraudulently;
  - (b) delayed in notifying us as soon as reasonably practicable after having discovered the disclosure of your Pass code or unauthorised access of the Personal Internet Banking and/or Mobile Services;
  - (c) voluntarily disclosed your Pass code to another person; or
  - (d) voluntarily allowed access of the Personal Internet Banking and/or Mobile Services to another person.

## **21. Disclaimer**

- 21.1 By using the Personal Internet Banking and/or Mobile Services, you acknowledge and agree:-
- (a) to accept the inherent risks associated with carrying out the Transactions through the internet;
  - (b) that we and the Authorised Third Parties do not make any express or implied representations or warranties in relation to the Personal Internet Banking and/or Mobile Services;
  - (c) that where we provide hypertext links to third party internet websites, such links are not an endorsement by us of any products or services in such websites. Your decision to use such links are entirely yours and at your own risk and we accept no liability or responsibility for the content, use or availability of such websites. You agree that we are not required to verify the accuracy or the truth of the content of such websites; and
  - (d) that nothing in our official website should be construed as a solicitation or offer, or recommendation, to acquire or dispose of any investment or to engage in another transaction, or to provide any investment advice or service.

- 21.2 To the fullest extent permitted by applicable laws and regulations, without prejudice to any other provisions under these Terms and Conditions, we (as well as any of our directors, officers and employees) shall not be liable for any damages, loss, costs and expenses arising out of, or in connection with the Personal Internet Banking and/or Mobile Services, or your use or inability to use the Personal Internet Banking and/or Mobile Services, or in connection with any error, omission, defect, computer virus or system failure.
- 21.3 Without limiting the generality of Clause 21.2 above, we shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by you or any third party by reason of or arising from:-
- (a) your failure to provide accurate, complete and timely Instructions to us under the Personal Internet Banking and/or Mobile Services or your failure to comply with these Terms and Conditions;
  - (b) for your inability to perform any of the Transactions due to limits set by us from time to time at our sole discretion;
  - (c) any error, alteration or destruction of the Instructions, data or information to or from us through the Personal Internet Banking and/or Mobile Services and the internet;
  - (d) any intrusion or attack by any person or party on any hardware, software or system used in relation to the Personal Internet Banking and/or Mobile Services or on the internet including but not limited to viruses, trojan horses, worms and/or macros or other harmful components or disabling devices that may suspend, disrupt or disable the Personal Internet Banking and/or Mobile Services or any part of the services;
  - (e) any restriction or prohibition on the use of the Personal Internet Banking and/or Mobile Services by any laws or regulations of any country from where you access the Personal Internet Banking and/or Mobile Services;
  - (f) the insufficiency of funds in any of your Accounts;
  - (g) any loss or damage caused by the Equipment, the internet browser providers or by the Network Service Providers or their agents or sub-contractors;
  - (h) any breakdown or malfunction of any Equipment, system or software used in connection with the Personal Internet Banking and/or Mobile Services, whether belonging to us or otherwise, including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, telecommunications or other communications network or system or any part of the electronic fund transfer system;

- (i) your failure to comply with the latest instructions, procedures and directions for use of the Personal Internet Banking and/or Mobile Services; or
- (j) the corruption or loss of any data or instruction or in the course of transmission whether through the Personal Internet Banking and/or Mobile Services or otherwise used by us or any other third party whether or not in connection with your Accounts or the Personal Internet Banking and/or Mobile Services.

## **22. Indemnity**

22.1 In addition to and without prejudice to any other rights or remedies we have (at law or otherwise), you shall indemnify us and all of our servants, employees, nominees, directors and agents against all losses, costs, damages, charges and expenses, including legal fees and costs (on a full indemnity basis) and all goods or services tax, other taxes, duties and levies payable on such costs, charges and expenses, which we may sustain, suffer or incur due to:-

- (a) us acting in accordance with your Instructions purportedly given to us pursuant to these Terms and Conditions;
- (b) any change in any applicable laws including but not limited to any taxation laws or regulations of any country having jurisdiction over us;
- (c) our 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) any action taken by any party against you or any Transaction or any Account for any reason whatsoever including but not limited to any unlawful, fraudulent, negligent or unauthorised use of the Personal Internet Banking and/or Mobile Services or Account;
- (e) any involvement by us in any proceedings of whatever nature for the protection of or in connection with the Personal Internet Banking and/or Mobile Services or Account or Transaction;
- (f) 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) any act or thing done or caused to be done by us arising out of or in connection with these Terms and Conditions; and
- (h) us relying and acting in good faith upon any Instructions even if it is subsequently shown that the Instructions were not given or authorised by you.

## **23. Termination**

- 23.1 We may, at our sole and absolute discretion, with prior notice, restrict, suspend or terminate your access to the Personal Internet Banking and/or Mobile Services or any part of the services, without being obliged to provide any reason for the same.
- 23.2 We may, at our sole and absolute discretion, restrict, suspend or terminate your access to the Personal Internet Banking and/or Mobile Services if :-
- (a) you fail to comply with the payment or manner of payment of any monies payable in relation to the Accounts or under the terms and conditions governing the Accounts;
  - (b) you threaten to breach or have breached these Terms and Conditions;
  - (c) you commit or threaten to commit a default or breach of any agreements, covenants, stipulations, terms or conditions executed between you and us, which you are required to observe and perform;
  - (d) you pass away or become incapacitated, mentally unsound, insolvent, bankrupt or subject to judicial proceedings;
  - (e) at any time after the approval of your application for Personal Internet Banking and/or Mobile Services, laws and regulations governing us make it unlawful, illegal or impossible for us to grant you or to continue to grant you the use of the Personal Internet Banking and/or Mobile Services or to comply with our obligations under these Terms and Conditions or for us to enforce any of our rights under these Terms and Conditions;
  - (f) we, in our absolute discretion, decide that there is any change in the market conditions which would cause the continuation of the Personal Internet Banking and/or Mobile Services offered to you to be temporarily or permanently not practical or not possible from a commercial point of view;
  - (g) there is any investigation by the police, authorities or regulators pending, on-going or threatened against you;
  - (h) if there is any report lodged against you under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001;
  - (i) if we suspect or have reasons to believe that the Personal Internet Banking and/or Mobile Services is used for an unlawful activity;
  - (j) you have ceased to maintain any Accounts with us; or

- (k) you have failed to access the Personal Internet Banking and/or Mobile Services for a period of time as determined by us at our absolute discretion.

23.3 You may terminate the access of the Personal Internet Banking and/or Mobile Services at any time by filling up a form provided by us at any of our branches and submitting the completed form to any of our branches or mail it to P.O.Box 11211, 50738 Kuala Lumpur, Malaysia

23.4 Upon your submission of the form to terminate your access to the Personal Internet Banking and/or Mobile Services, you will remain liable for any Transaction (whether before or after the termination of your access to the Personal Internet Banking and/or Mobile Services), including Transactions effected but not yet posted to the Account, and any existing standing instructions made by you to effect payment to a Payee Corporation or any other third party. You are solely responsible to cancel any existing Instructions prior to or upon termination of your access to the Personal Internet Banking and/or Mobile Services.

## **24. Sanctions**

24.1 You must provide and disclose to us within such time prescribed by us, any information, statements and explanations relating to the Account and the Personal Internet Banking and/or Mobile Services which we deem 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.

24.2 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 Transaction or to provide you with the Personal Internet Banking and/or Mobile Services.

24.3 You declare and undertake to us that the processing of any Transaction 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 Transaction due to inadequate information and documentation provided by you.

## **25. Amendment of these Terms and Conditions**

25.1 We can, at any time at our absolute discretion, vary, add to, delete or amend these Terms and Conditions in relation to the Personal Internet Banking and/or Mobile Services, fees or charges or handling charges by giving you twenty one (21) days' prior notice, either through your statement of account,



eStatement or by way of posting on our official website at [www.uob.com.my](http://www.uob.com.my) or at our branches or in any other manner that we choose.

- 25.2 If you do not accept the amendments, you must terminate the Personal Internet Banking and/or Mobile Services within seven (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.
- 25.3 We can at any time at our absolute discretion, amend, modify, revise, restrict, increase, suspend, cancel or withdraw all or any facilities, services, benefits and privileges of the Personal Internet Banking and/or Mobile Services by providing prior notice to you.

## **26. Disclosure**

- 26.1 You agree and consent that we (including our officials, employees, agents or any other persons to whom we grant access to our records, correspondence or any material relating to you or your use of the Personal Internet Banking and/or Mobile Services) can disclose at any time at our absolute discretion without notifying you, any information relating to you or your Account or your use of the Personal Internet Banking and/or Mobile Services, to the following persons:-

- (a) any one or more members of the Group, 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 or any of the Group to you;
  - (v) fraud or crime prevention;
  - (vi) investigating, preventing or otherwise in relation to money laundering and criminal activities;
  - (vii) debt collection;
  - (viii) outsourcing our operations;
  - (ix) performance of duties as our officer or in connection with the conduct of audit or the performance of risk management;
  - (x) facilitating our performance or any members of the Group's functions;
  - (xi) compliance with the Group's policies, guidelines, directives or requirements;
  - (xii) corporate exercise;
  - (xiii) any legal process initiated by or served on us;
- (b) any merchants or establishment which accepts debit card, credit card, any other bank or financial institution, VISA International Service Association/MASTERCARD International Inc. or its successors, any member of VISA International Service Association and/or MASTERCARD CARD International Inc. and/or any other interested

party to facilitate the use of the credit card or the processing of any transaction effected or investigation of whatsoever nature to be made;

- (c) any person for or in connection with any action or proceeding taken to recover monies due and payable by you to us under these Terms and Conditions;
- (d) 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 said services, including but not limited to investigating discrepancies, errors or claims;
- (e) to any person, whether in Malaysia or elsewhere, which we engage for the purpose of performing or in connection with the performance of services or operational functions which have been out-sourced;
- (f) the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- (g) to other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- (h) our auditors, solicitors and professional advisors;
- (i) 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;
- (j) any credit bureau of which we are a member, and any other members and/or compliance committee of such credit bureau;
- (k) any rating agency, business alliance partner, insurer or insurance/takaful operator or direct or indirect provider of credit protection;
- (l) 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;
- (m) for transactions effected or processed with or without your authority in or through the automated teller machines of other banks or financial or non-financial institutions or terminals or other card operated machines or devices we approve, to the bank, financial institution or non-financial institution, trader or other party accepting the use of the card and their respective agents or contractors;
- (n) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any members of the Group;

- (o) any person to whom we or any members of the Group is permitted or required to disclose to under the laws of any country;
- (p) any person connected to the enforcement or preservation of any of our rights under these Terms and Conditions;
- (q) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over us; or
- (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.

## **27. Compliance with Court Orders**

- 27.1 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.

## **28. Data Protection**

- 28.1 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.
- 28.2 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.
- 28.3 In the event you provide Personal Data relating to Third Party Data Subject to us, for the purpose of opening or operating the Personal Internet Banking and/or Mobile Services 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 at [www.uob.com.my](http://www.uob.com.my);
  - (b) 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;
  - (c) agree to ensure that the Personal Data of the said Third Party Data Subject is accurate, complete, not misleading and up-to-date;
  - (d) agree to update us in writing in the event of any material change to the said Personal Data; and
  - (e) agree to our right to terminate these Terms and Conditions and the Personal Internet Banking and/or Mobile Services should such consent be withdrawn by the said Third Party Data Subject.
- 28.4 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.
- 28.5 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 the Personal Internet Banking and/or Mobile Services) to our merchants and strategic partners where your express prior consent has been obtained.
- 28.6 You may choose not to receive 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) with your request and we will abide by your latest written instructions to us.
- 28.7 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 Personal Internet Banking and/or Mobile Services and/or facilities with us, and/or without imposing additional costs to you.
- 28.8 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 your 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 your request for access or correction to Personal Data. 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.

- 28.9 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.
- 28.10 Please note that should we no longer have the right to process the Personal Data provided to us by you (including where 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, Personal Internet Banking and/or Mobile Services and/or facilities that is linked to such Personal Data.
- 28.11 We reserve the right to amend this clause from time to time at our sole discretion 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.

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

## **29. Notices and Communication**

29.1 Any notice, demand, request or communication (other than Legal Process) that we send to you may be:-

- (a) delivered by hand to your address as stated in the application form or such other address last known to us;
- (b) sent by post (registered, AR registered, ordinary or otherwise) your address as stated in the application form or such other address last known to us;
- (c) sent by facsimile transmission to the facsimile number last known to us;
- (d) sent by electronic mail to the electronic mail address last known to us;
- (e) sent by short message system (SMS) to the mobile phone number last known to us;
- (f) communicated to you by posting on our website; or
- (g) communicated to you by insertion in any statement of account which we send to you.

29.2 The said notice or communication will be deemed to have been received by you:-

- (a) at the time of delivery at your address, if delivered by hand;
- (b) on the third (3<sup>rd</sup>) day (including the day of posting) from the date it is posted, even if it is undelivered or returned;
- (c) at the time the facsimile transmission is completed;
- (d) at the time the electronic mailing is completed;
- (e) at the time the sending by short message system (SMS) is completed;
- (f) at the time of posting on our website; or
- (g) at the time the statement of account is deemed to have been received by you.

29.3 We will not be responsible for what may happen to notices or communications after they are sent.

29.4 We also reserve the right to serve on you any notice in connection with the Personal Internet Banking and/or Mobile Services by advertisement in any one daily newspaper and such notice will be deemed to have been served on you on the day the advertisement appears in the newspaper regardless of whether you have actually seen the advertisement.

29.5 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 at our absolute discretion, 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 statement of account, eStatement, correspondence and/or notice will not prejudice our rights and entitlements under these Terms and Conditions.

### **30. Retention of Your Records**

30.1 You agree that we are not obligated to maintain any of your records, including but not limited to the application forms, Transaction documents, statement of account, correspondences or documents provided to us by you or any other third party, 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.

### **31. Service of Legal Process**

31.1 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.

## **32. Circumstances beyond Our Control**

### **32.1 If we are unable:**

- (a) to perform any of our obligations under these Terms and Conditions;
- (b) to carry out our usual business operations; or
- (c) to provide any service,

due to any reason beyond our control, including, but not limited to :-

- (i) any fire, earthquake, flood, lightning, tsunami, epidemic, natural disaster, accident, riot, civil disturbances, industrial disputes, act of terrorism, embargo, war, act of God;
- (ii) any failure of or disruption to telecommunications, internet, electricity, water or fuel supply; or
- (iii) any circumstance in the nature of a force majeure, that is, 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 or damages which you may directly or indirectly suffer as a result of such failure to perform.

## **33. No Waiver**

33.1 You agree that if you breach any of these Terms and Conditions, we may at our sole discretion decide not to exercise any right or remedy which we may have in relation to your breach.

33.2 You agree that, even if we may not have exercised any right or remedy available to us immediately upon your breach, we shall not be held to have waived or acquiesced to such breach and we may at any time after that exercise all or any of our rights or remedies available to us under these Terms and Conditions and any applicable law. Any delay on our part in taking steps to enforce the remedies available to us under these Terms and Conditions or any applicable law shall not in any way affect our right to take those steps and we retain the right at any time afterwards to strictly enforce or to insist on our rights in relation to that breach or any subsequent breach by you.

## **34. Severability**

34.1 If any of the provisions in these Terms and Conditions is or becomes invalid or unenforceable, is to be treated as not having been included in these Terms



and Conditions; the remainder of these Terms and Conditions is to continue to be effective and in force and is not to be affected in any way by the invalid or unenforceable provision.

### **35. Cumulative Remedies**

- 35.1 The rights, remedies, powers, and privileges provided under these Terms and Conditions are cumulative and are not exclusive of any rights, remedies, and privileges provided by law, in any other agreement between the parties or otherwise.

### **36. Preservation of Rights and Entitlement**

- 36.1 You agree that, regardless of what is stated anywhere else in these Terms and Conditions, our rights and entitlement as stated under these Terms and Conditions will continue to remain in full force and effect, and will survive any termination, cancellation, revocation or suspension of the access to the Personal Internet Banking and/or Mobile Banking Services.

### **37. Change in Constitution**

- 37.1 The rights, liabilities and/or obligations created by these Terms and Conditions will continue to be valid and binding for all purposes, regardless of any transfer or assignment of our business, operations, assets, or liabilities, or any change by amalgamation, consolidation, reconstruction, or otherwise in our constitution, or of any company by which our business is carried on, and will be available to the company carrying on that business.

### **38. Assignability**

- 38.1 You may not assign any of your rights and obligations under these Terms and Conditions.
- 38.2 We may assign all or any of our rights under these Terms and Conditions to any person we deem fit.

### **39. Successors Bound**

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

### **40. Governing Law**

- 40.1 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 Legal Process in any other manner permitted by these Terms and Conditions and/or any applicable laws.

- 40.2 The use of Personal Internet Banking and/or Mobile Services outside of Malaysia is subject to the laws and regulations of Malaysia and the country in which the Transaction is effected or requested. You are responsible to ensure compliance with all applicable laws and regulations.
- 40.3 Our provision of the Personal Internet Banking and/or Mobile Services to you shall not be deemed as a provision of banking services and facilities outside of Malaysia.

#### **41. Dispute Resolution**

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

UOB Call Centre

PO Box 11212

50738 Kuala Lumpur

E-mail : [uobcustomerservice@uob.com.my](mailto:uobcustomerservice@uob.com.my)

Tel : + 603 - 26128 121 (Kuala Lumpur)

: + 604 – 2401 121 (Penang)

: + 607 – 2881 121 (Johor)

: + 6082 – 287 121 (Kuching)

: + 6088 – 477 121 (Kota Kinabalu)