

TERMS AND CONDITIONS FOR UOB eAlerts! SERVICE

1. Definition and Interpretation

"Account" refers to the accounts maintained by you from time to time with us or our Group which is linked to the Service pursuant to your application.

"the Bank, UOB, our, us, we" refers to United Overseas Bank (Malaysia) Bhd (Reg No. 199301017069 (271809-K)) and includes all its successors-in-title and assigns.

"Customer or you" refers to the person to whom we have agreed to provide the Service to.

"Designated Person" refers to the person/s whom you have requested and authorized us to send specified information by e-mail and/or SMS at the email address and/or phone number indicate in the UOB eAlerts Application Form

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

"Loss" means any and all injuries, liabilities, losses (including indirect and consequential losses), damages, costs, charges and/or expenses of whatsoever nature or howsoever arising, including legal fees on a full indemnity basis

"Personal Data" may include, but is not limited to, your name, address, occupation, contact details, information captured on security systems (including a recording of your image on Closed Circuit Television (CCTV)), the information contained in the 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 Business Internet Banking Services and the eStatement services), any transactions and such other necessary data regarding yourself and your transactions with us.

"Service" refers to the service of providing specified information via electronic mail ("e-mail"), short message service ("SMS") and/or such other media as we may deem appropriate.

2. Customer Authorisation

By completing and submitting the UOB eAlerts! Application Form provided by the Bank from time to time:-

- (a) the Customer requests and authorises the Bank to send specified information by e-mail and/or SMS to the Designated Persons at the e-mail address and/or phone number indicated in the UOB eAlerts! Application Form;
- (b) the Customer expressly consents to the Bank disclosing all the information in the e-mail and/or SMS;
- (c) the Customer expressly consents to the Bank disclosing the information in the e-mail and/or SMS pursuant to lawful requests or in compliance with applicable laws or when the Bank believes it is necessary to comply with law, to protect its interests or property, to prevent fraud or other illegal activity perpetrated through the e-mail and/or SMS;
- (d) the Customer authorises the Bank to retain copies of and/or use the e-mail and/or SMS as it deems necessary in connection with the provision of the Service and for the protection of the interest of the Bank.
- (e) the Customer acknowledges and accepts that the email and/or SMS may not be encrypted and that they may contain information in respect of your Accounts.

3. Customer's Responsibilities

3.1 The Customer acknowledges and accepts the following: -

- (a) communications by e-mail and/or SMS cannot be guaranteed to be secure or error-free as there is a risk that information contained in an e-mail and any attachment thereto and/or SMS, including potentially confidential information, may be intercepted, corrupted, lost, destroyed or delayed in transmission;
- (b) the Bank does not warrant that any e-mail or any attachments thereto and/or SMS which it sends out will be free from viruses, worms or other harmful components;
- (c) the Customer shall at all times remain responsible for the content of the e-mail and/or SMS, and that the use of the Service and information contained in the e-mail and/or SMS is at the Customer's own risk;
- (d) the Bank may at its absolute discretion decide not to send the e-mail and/or SMS;
- (e) the production by the Bank of the e-mail and/or SMS sent out by it shall constitute conclusive proof of the contents thereof irrespective of whether the e-mail and/or SMS was received;
- (f) the Bank is neither required to verify whether the e-mail and/or SMS has been received nor required to inform the Customer in the event of an unsuccessful transmission of the e-mail and/or SMS.

3.2 The Customer shall notify the Bank immediately of any change in the information provided in the UOB eAlerts! Application Form. The Customer shall also notify the Bank immediately if the Customer knows of or suspects any unauthorised access to the e-mail and/or SMS. The Customer agrees to comply immediately with all reasonable requests for assistance from the bank and/or police in trying to recover any losses or identify actual or potential breaches of security.

3.3 The Customer shall not reply to any e-mail and/or SMS sent by the Bank pursuant to the Service. In addition, the Customer shall not damage, impair, interfere with or disrupt the Service or its functionality.

- 3.4 In the event that the Customer receives an e-mail and/or SMS which is not intended for the Customer, the Customer shall immediately notify the Bank, and shall upon notification to the Bank, delete, destroy and expunge from the Customer's records such e-mail and/or SMS. In addition, the Customer shall not use the information contained in the e-mail and/or SMS for any purpose.
 - 3.5 The Customer acknowledges that security is a paramount concern in its access to information provided via the e-mail and/or SMS and agrees that it is solely responsible for the maintenance and review of its security arrangements concerning access to and use of its telecommunication, computer or other electronic equipment or system and information stored therein and the Customer's access to the Service.
 - 3.6 The Customer agrees to comply with these terms and conditions and any other instructions or recommendations the Bank may issue to the Customer regarding security in relation to the use of the Service.
4. Fees and Charges
 - 4.1 The Customer shall pay the Bank such fees and charges at such rates and in such manner as the Bank may impose and stipulate from time to time.
 - 4.2 The Customer is liable to pay for any taxes or levies which as at the date of these Service or at any date subsequent to these Service is required by law to be paid to anybody or authority having jurisdiction over us, in respect of any fees and charges charged or incurred by us in relation to the Service.
 - 4.3 Any taxes or levies incurred by The Bank in relation to this Service shall be borne by and charged to the Customer and in the event that the Bank shall effect payment on the Customer's behalf, the Customer shall be liable to reimburse the Bank for such amounts paid.
 - 4.4 The Bank shall be entitled to debit without prior notice any account maintained by the Customer with the Bank in respect of any fee or charge payable by the Customer to the Bank.
 5. Exclusions and Indemnity
 - 5.1 In addition and without prejudice to any right or remedy which the Bank may have (at law or otherwise), so long as the Bank acts in good faith in providing the Service, the Bank shall not be liable to the Customer in respect of any Loss suffered by the Customer in connection with the Service, notwithstanding any breach by the Bank of its obligations to the Customer.

5.2 The Bank shall not be liable for any Loss caused by or arising from any one or more of the following events or matters, howsoever caused or occurring:-

- (a) any incompatibility between the Customer's equipment and the Bank's system for providing the Service;
- (b) any virus, default, defect, deficiency, harmful component or malfunction in and/or breakdown, disruption or failure of any software or any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by the Bank, the Customer, third party service providers or any other person and whether or not used in the provision or operation of the Service), including:-
 - (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, or to process, store and/or transmit dates or data; and
 - (ii) the transmission of any virus to any such software, equipment or system;
- (c) any error(s) in transmission of data or information;
- (d) any inaccurate, garbled or incomplete data or information;
- (e) any loss resulting from the Customer's reliance on the data or information;
- (f) any loss associated with systems failures, processing errors, software defects, operating mistake, hardware breakdowns, capacity, inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks, hacking incidents, fraudulent actions and inadequate recovery capabilities which may arise;
- (g) any loss or abuse or unauthorised or inadvertent disclosure of information contained in the e-mail and/or SMS, including customer information;

- (h) any cessation, interruption or delay in transmission or any wrongful interception of any e-mail and/or SMS through any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by the Bank or by any other person and whether or not used in the provision or operation of the Service);
- (i) any corruption or loss of any data in the course of transmission thereof through the internet or any computer or any electronic or telecommunications equipment, terminal or system used or operated by the Bank or any other person whether or not in connection with the provision of the Service, including any error generated in the transmission of the e-mail and/or SMS;
- (j) any cessation or interruption of the Service;
- (k) any breach of the Bank's obligations or duties to the Customer caused by or arising from any one or more of the events or matters set out in any one or more of the foregoing sub-paragraphs of this Clause 5.2

even if the Bank or its agents or employees had been advised of the possibility of such loss liability claim damage cost and/or expense. This exclusion shall take effect to the fullest extent permitted by law.

5.3 No representation or warranty is made or given by the Bank to the Customer or any person and no obligation or liability is assumed by the Bank as regards the availability or continued availability or operation of the Service or any telecommunication or electronic equipment, system or terminal (whether or not provided, operated or maintained by the bank or otherwise). The Bank does not guarantee the time the e-mail and/or SMS will be sent or received (if at all). Consequently, the Bank shall have no liability whether in contract, tort or otherwise for any Loss which may be suffered in connection with the timing of the sending and/or receipt of the e-mail and/or SMS (if at all).

5.4 In addition and without prejudice to any other right or remedy of the Bank (whether under these terms and conditions or otherwise), the Customer shall indemnify and hold the Bank harmless from and against any Loss suffered or incurred by the Bank as a result of any of the following:-

- (a) any failure by the Customer to comply with these terms and conditions;

- (b) any change in applicable laws and regulations;
- (c) any act, omission or thing done or caused to be done by the Bank in connection with the provision of the Service through no wilful default of the Bank, including but not limited to the disclosure by any employee of the

Bank to any person of any information relating to the Service or the Customer, whether by inadvertence or otherwise.

5.5 Without prejudice to anything herein, the Customer shall not make any claim or commence any legal proceedings against the Bank in respect of any Loss incurred or suffered by the provision and utilisation of the Service, more than one (1) year after the later of (i) the date when the event causing such loss occurred; and (ii) the date of such Loss. Any liability of the Bank to the Customer in respect of any such Loss shall be limited to the sum equivalent to one hundred times the prevailing monthly subscription fees for the Service.

6. Modification and Termination of the Service

- 6.1 The Bank shall be entitled in absolute discretion to modify, suspend and/or terminate the Service at any time without notice and provision of a reason to the Customer.
- 6.2 The Customer may upon at least [30] days' prior written notice to the Bank terminate the Service.
- 6.3 Termination shall be without prejudice to any rights of either party which may have accrued up to the date of such termination and the rights to terminate the Service are not intended to be exclusive but shall be in addition to every other remedy or right now or hereafter existing.
- 6.4 No termination, however effected, shall release the parties from their rights and obligations under Clauses 4 and 5 and any other provision which by its nature, effect or intent is meant to survive as a continuing obligation following termination.

7. Third Party Providers

The Bank may contract with one or more third parties to provide, maintain or host the Service. The Customer acknowledges that, in providing the Service, the Bank will have to release and transmit certain information (including the Customer's information) to such third parties. The Customer expressly consents to such release and transmission. The Customer further acknowledges that its information may be placed and stored in servers outside the Bank's control and agrees that the Bank shall have no liability or responsibility for such storage or use while in such storage.

8. Miscellaneous

8.1 The Bank may amend, vary or supplement these terms and condition by giving 21 days prior notice to the Customer by any means that the Bank deems fit, and any such amendment, variation or supplement shall take effect as between the Customer and that Bank as from the date specified in such notice or in the absence thereof as from the date of such notice.

8.2 If any of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect, the same shall not affect the legality, validity or enforceability of any other term or condition.

8.3 No failure to exercise or enforce and no delay in exercising or enforcing on the part of the Bank of its rights under any of these terms and conditions shall operate as a waiver thereof nor shall it in any way prejudice or affect the right of the Bank afterwards to act strictly in accordance with the powers conferred on the Bank under such terms and conditions.

8.4 The Customer agrees not to dispute the validity, accuracy or authenticity of any evidence of the communications transmitted electronically or via telecommunications between the parties, including such evidence in the form of the Bank's computer records of transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of information storage.

8.5 The Customer also agrees to refer to and to treat all such records or logs, tapes, cartridges, computer printouts, copies or other form of information storage as conclusive evidence of all communications by the Bank. The Customer further agrees that all such records shall be binding upon the Customer.

8.6 The Service and the data and information received via the e-mail and/or SMS are proprietary to the Bank.

9. Disclosure

9.1 The Customer agrees and consents 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 Service) can disclose at any time at our absolute discretion without notifying you, any information relating to you or your use of the Service, to the following persons:-

- (a) 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 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 an officer of the Bank 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 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;
- (c) 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;

- (d) the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- (e) credit card companies and financial institutions in connection with credit card enquiries;
- (f) to other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- (g) our auditors, solicitors, and professional advisors;
- (h) 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;
- (i) any credit bureau of which we are a member, and any other members and/or compliance committee of such credit bureau;
- (j) any rating agency, business alliance partner, insurer or insurance broker or direct or indirect provider of credit protection;
- (k) 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;
- (l) 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;
- (m) any court, tribunal or authority, whether governmental or quasi- governmental with jurisdiction over us or any members of the Group;
- (n) any person to whom we or any members of the Group is permitted or required to disclose to under the law of any country; and
- (o) any other person to whom such disclosure is considered by us to be in our interest, or the interest of any members of the Group (not applicable to strategic alliance for marketing and promotional purpose).

9.2 Clause 9.1 shall survive the termination of these Terms and Conditions.

10. Compliance with Court Orders

The Bank can act in any way we see fit, without consulting the Customer 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.

11. Data Protection

11.1 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) 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.

11.2 You agree and consent that we may transfer the Personal Data 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.

11.3 In the event you provide Personal Data relating to third parties, including data relating to your next-of-kin and dependents (where you are an individual) or data relating to your directors, shareholders, officers, individual guarantors and security providers (where you are a corporation), for the purpose of opening or operating the Services with us or otherwise subscribing to our products and services, you:

- a) confirm that you have obtained their consent or are otherwise entitled to provide this data to us and for us to use it in accordance with these Terms and Conditions;
- b) undertake that you have informed the said third parties to read the Privacy Notice at our website www.uob.com.my ;
- c) have 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) agree to ensure that the personal and financial data of the said third

parties is accurate;

- e) agree to update us in writing in the event of any material change to the said personal and financial data; and
 - f) agree to our right to terminate these Terms and Conditions should such consent be withdrawn by the said third parties.
- 11.4 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) 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 involved in the said cross-border transaction.
- 11.5 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 Services) with our merchants and strategic partners where your express prior consent has been obtained.
- 11.6 You may choose not to receive any direct marketing materials from us and the Group by making a request at any of our branches or by sending a written request via email to uobcustomerservice@uob.com.my (or such other address notified by us) and we will abide by your latest written instructions to us.
- 11.7 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 Service and/or facilities with us, and/or without imposing additional costs to you.
- 11.8 You are entitled to request in writing:
- (a) for any information in relation to your 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 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 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 our website at www.uob.com.my.

You may direct all your requests to any of our branches or Registered Address at Level 22, UOB Plaza 1 Kuala Lumpur, No. 7 Jalan Raja Laut, 50350 Kuala Lumpur.

We may charge a fee for processing your request for access or correction. We may also refuse to comply with your request in respect of (a) or (b) above if the information supplied by you 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 of our refusal and reason for our refusal.

- 11.9 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.
- 11.10 Please note that if you subsequently withdraw your consent to process your Personal Data as given earlier to us, as we will not be able to process and/or disclose your 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, Personal Internet Banking Services and/or facilities that is linked to such Personal Data.
- 11.11 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.
- 11.12 This clause shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of data.

12. Information Request

12.1 You must provide and disclose to us within such time prescribed by us, any information statements and explanations relating to the Service which we deemed 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.
- 12.2 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 transactions or disbursements.
- 12.3 You declare and undertake to us that the processing of any transactions 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 transactions due to inadequate information and documentation provided by you.
13. Governing Law and Jurisdiction
- 13.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. You hereby agree:
- (a) that we may at our absolute discretion choose to institute any legal proceedings whatsoever against you in the courts of Malaysia or in any other part of the world;
 - (b) that any legal proceedings whatsoever against us shall be instituted by you solely in the courts of Malaysia unless we otherwise agree in writing;
 - (c) that any judgment or order of court made against us shall not be enforceable or executed against any of our overseas branch;
 - (d) that you shall not object to and hereby waive(s) any objection which you may be entitled to against any legal proceedings brought or being heard in Malaysia on the ground that it is not of a place or venue or forum which is convenient to you or on any similar grounds; and
 - (e) consent to any legal process being served or delivered upon you by registered or ordinary mail or in any other manner permitted by the relevant laws.

14. Money Laundering

The Bank is required to act in accordance with the laws and regulations operating in Singapore and various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions ("Regulations"). The Bank may take any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with the regulations.