

TERMS AND CONDITIONS FOR UOB eAlerts SERVICE

These Terms and Conditions (“Terms and Conditions”) govern our eAlerts Service. These Terms and Conditions are binding on you therefore it is important that you read and understand them. Please refer to Clause 1 (Definitions and Interpretation) for the definitions of some of the words used in these Terms and Conditions. Your use and access to the eAlerts Service shall be based on your agreement to and acceptance of these Terms and Conditions.

These Terms and Conditions are additional to and are to be read together with our respective terms and conditions governing Accounts, which can be found at our website at www.uob.com.my.

If you do not accept these Terms and Conditions, please stop accessing and using the eAlert Service immediately.

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 (271809-K) and includes all its successors-in-title and assigns.

“Customer” or you” refers to the person to whom the 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 us from time to time:-

- (a) you hereby request and authorise us 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) you expressly consents to us disclosing all the information in the e-mail and/or SMS;
- (c) you expressly consent to us disclosing the information in the e-mail and/or SMS pursuant to lawful requests or in compliance with applicable laws or when we believe 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) you authorise us 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 our interest.
- (e) you acknowledge and accept 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 You acknowledge and accept 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) we do 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) you 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 your own risk ;
- (d) we may at our absolute discretion decide not to send the e-mail and/or SMS;
- (e) the production by us 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) we are neither required to verify whether the e-mail and/or SMS has been received nor required to inform you in the event of an unsuccessful transmission of the e-mail and/or SMS.

- 3.2 You shall notify us immediately of any change in the information provided in the UOB eAlerts Application Form. You shall also notify us immediately if you know of or suspect any unauthorised access to the e-mail and/or SMS. You agree to comply immediately with all reasonable requests for assistance from us and/or police in trying to recover any losses or identify actual or potential breaches of security.
- 3.3 You shall not reply to any e-mail and/or SMS sent by us pursuant to the Service. In addition, you shall not damage, impair, interfere with or disrupt the Service or its functionality.
- 3.4 In the event that you receive an e-mail and/or SMS which is not intended for you , you shall immediately notify us, and shall upon notification to us , delete, destroy and expunge from your records such e-mail and/or SMS. In addition, you shall not use the information contained in the e-mail and/or SMS for any purpose.
- 3.5 You acknowledge that security is a paramount concern in its access to information provided via the e-mail and/or SMS and agree 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 your access to the Service.
- 3.6 You agree to comply with these terms and conditions and any other instructions or recommendations we may issue to you regarding security in relation to the use of the Service.

4. Fees and Charges

- 4.1 You shall pay us such fees and charges at such rates and in such manner as we may impose and stipulate from time to time.
- 4.2 You are 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 any body 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 us in relation to this Service shall be borne by and charged to you and in the event that we shall effect payment on your behalf, you shall be liable to reimburse us for such amounts paid.
- 4.4 You hereby authorize us to debit such charges from any account maintained by you with us in respect of any fee or charge payable by you to us at any time and from time to time.

5. Exclusions and Indemnity

- 5.1 In addition and without prejudice to any right or remedy which we may have (at law or otherwise), so long as we act in good faith in providing the Service, we shall not be liable to you in respect of any Loss suffered by you in connection with the Service to the fullest extent permissible by law, notwithstanding any breach by us of our obligations to you.
- 5.2 To the fullest extent permissible by law, we 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 your equipment and our 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 us, you, 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 your 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 us 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 us 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 our obligations or duties to you 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 we or our agents or employees had been advised of the possibility of such loss liability claim damage cost and/or expense.

5.3 No representation or warranty is made or given by us to you or any person and no obligation or liability is assumed by us 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). We do not guarantee the time the e-mail and/or SMS will be sent or received (if at all). Consequently, we 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), you shall indemnify and hold us harmless from and against any Loss suffered or incurred by us as a result of any of the following:-

- (a) any failure by you 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 us in connection with the provision of the Service through no wilful default of us, including but not limited to the disclosure by any of our employees to any person of any information relating to the Service or the Customer, whether by inadvertence or otherwise.

6. Modification and Termination of the Service

6.1 We shall be entitled in our absolute discretion modify, suspend and/or terminate the Service at any time with prior notice to you, without being obliged to provide any reason for the same.

6.2 You may terminate upon giving us at least [30] days prior written notice to 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

We may contract with one or more third parties to provide maintain or host the Service. You acknowledge that, in providing the Service, we will have to release and transmit certain information (including your information) to such third parties. You expressly consent to such release and transmission. You further acknowledge that its information may be placed and stored in servers outside our control and agree that we shall have no liability or responsibility for such storage or use while in such storage.

8. Miscellaneous

- 8.1 We can, at any time at our absolute discretion, vary, add to, delete or amend these Terms and Conditions in relation to the Service or charges by giving you 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 or in any other manner that we choose. The variation or change will be effective from the date stated in the notice. If you do not accept the amendments, you must terminate the use of the Service within 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.
- 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 our part of our rights under any of these terms and conditions shall operate as a waiver thereof nor shall it in any way prejudice or affect our right afterwards to act strictly in accordance with the powers conferred on us under such terms and conditions.
- 8.4 We agree 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 our computer records of transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of information storage.
- 8.5 You also agree 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 us. You further agree that all such records shall be binding upon you.
- 8.6 The Service and the data and information received via the e-mail and/or SMS are proprietary to us.

9. Disclosure

- 9.1 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 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

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.

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 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.
- 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 'Customer Communications Management, UOB Call Centre, 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. 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.