

**UOB Malaysia Commercial Charge Card Cardmember Agreement  
("Charge Card Cardmember Agreement" or "Agreement")**

**(Applicable for Corporate Liability and/or Joint & Several Liability)**

**Effective date: 22 July 2024**

**TERMS AND CONDITIONS**

- A) These UOB Commercial Charge Card Cardmember Agreement ("Charge Card Cardmember Agreement" or "Agreement") sets out the general terms and conditions which will apply to your Commercial Charge Card. Please read this document carefully together with any other documents or information that may be provided by us and reach out to us should you require any clarification.
- B) You are considered to have accepted our offer to enter into this Agreement, and agree to the terms and condition under this Agreement (together with any supplemental thereto), by:

- (a) activating your Card Account or Card; and/or
- (b) retaining and using the Card (including for recurring card Instructions, online transactions, recurring payments set-up, e-wallet transactions or JomPAY transactions.

(whichever comes first).

Your confirmation on any transaction record, sales draft, credit vouchers, cash withdrawal slip, charge record and/or return of acknowledgement of receipt slip with or without your signature will be conclusive evidence of your acceptance of this Agreement. As such, you should read and understand this document before doing so.

We may vary, revise or change these terms and conditions from time to time and at any time. If we do so, we will give you adequate prior written notice. You are deemed to have unconditionally accepted such changes if you retain or use your Card after the effective date of such changes.

- (C) The use of the Card and the operation of the Card Account is subject to our prevailing terms, conditions and regulations governing your Other Bank Accounts with us (including your joint account with a third party), if applicable, Bank Negara Malaysia Guidelines and Directives, Foreign Exchange Administration Rules and relevant laws for the time being in force.

**1. DEFINITIONS AND INTERPRETATION**

- 1.1. The following words and expressions used in this Agreement have the following meanings:

<b>Definitions</b>	<b>Meaning</b>
<b>"ATM"</b>	An automatic teller machine.
<b>"ATM Card"</b>	A card issued by us to be used at an ATM.

<b>“Authorised Cash Outlet”</b>	Any branch, office, location or merchant, in or outside of Malaysia designated by us or any affiliates of the relevant Card Association to provide a cash withdrawal facility.
<b>“Authorised Merchant”</b>	Any person or retailer pursuant to a merchant who agrees to accept or cause its outlet to accept the Card for payment for goods or services.
<b>“Business Day”</b>	Any day on which banks are open and/or maintained in the state where the place of business of the Bank is located for transaction of business of the nature required or contemplated by this terms and conditions.
<b>“Card” or “Commercial Charge Card”</b>	means any Commercial Charge Card issued by us to you, including affinity, co-branded and contactless Commercial Charge cards, cards issued in connection with a third party, or cards issued under any product or select name or reference.
<b>“Card Account”</b>	The Cardmember’s card account opened with and maintained by us for debiting of the value of all purchases of goods or services, cash advances and all transactions effected using the Card, and all connected fees and charges.
<b>“Card Association”</b>	Means the organization that facilitates payment card transaction such as Visa and Mastercard.
<b>“Card Not Present Transaction”</b>	The transaction effected without physically presenting the Card at the point of sale such as E-Commerce (online), Mail Order, and Telephone Order (MOTO) transactions.
<b>“Cardmember”</b>	The person or persons appointed/nominated by the Principal Corporate Member via the UOB Commercial Charge Card (Cardmember) Application Form to whom the Card is issued and whose name appears on the Card.
<b>“Cash Advance”</b>	Cash obtained from the Card Account using the Commercial Charge Card.
<b>“Cash Withdrawal Draft”</b>	The Document / slip given by us or any affiliate of the relevant Card Association to an Authorised Cash Outlet to record cash withdrawals using a Commercial Charge Card.
<b>“Chip Terminal”</b>	A point of transaction terminal and where applicable equipped with contactless reader which is capable of reading, communicating and processing a transaction using a Commercial Charge Card.
<b>“Contact Centre”</b>	The place or location designated to provide telephone banking services offered by us to you that enables you to access your Commercial Charge Card Account and/or effect any other transactions or inquiries relating to your Commercial Charge Card and Commercial Charge Card Account.
<b>“Credit Limit”</b>	The maximum amount assigned to the Card Account and allowed for your utilisation based on our internal credit and assessment which you are allowed to utilise.
<b>“Dynamic Currency Conversion” or “DCC”</b>	A service which may be offered by certain overseas merchants to provide you with the option to pay for your foreign currency transactions (including overseas purchases and online purchases) with your Commercial Charge Card in Ringgit Malaysia at the point of sale.
<b>“e-Statement”</b>	The electronic statement which is available for viewing through your UOB Personal Internet Banking following your enrolment for the e-Statement service for the Commercial Charge Card.
<b>“Legal Process”</b>	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 (Amendment) Act 2020.
<b>“Liability”</b>	All debts, liabilities, obligations and Loss you owe to us now or in future, whether actual or contingent, primary or collateral, several or joint.
<b>“Main Account”</b>	The account opened with and maintained by us for the Commercial Card Corporate Member.
<b>“Mastercard”</b>	MasterCard International Incorporated, a company registered as per the laws of Delaware, U.S.A. and whose office is situated at 2000 Purchase Street, Purchase NY 10577-2509 and includes its successors-in-title and assigns.
<b>“OTP”</b>	stands for One-Time Password, which is a uniquely randomly generated one time password that is required to access certain facilities that are part of our electronic banking services which we will provide to you using your mobile phone number that has been registered with us or via security token or such other agreed method.
<b>“PIN”</b>	A 6-digit number password determined by the Cardmember to enable the Cardmember to avail to certain services related to the usage of the Commercial Charge Card.
<b>“Payment Due Date”</b>	The due date set out in the Statement of Account, which is the expiry of 30 days from the Statement Date.
<b>“Personal Data”</b>	This 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(s) 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 and such other necessary data regarding yourself and your transactions with us.
<b>“Principal Corporate Member”</b>	Means the company/corporate entity which is also the Main Account holder
<b>“Retail Transactions”</b>	All transactions to purchase goods and/or services using the Card.
<b>“Sales Draft”</b>	The document given by us or any affiliate of the Card Association to an Authorised Merchant to record purchases of goods using the Card.
<b>“Statement of Account”</b>	The physical copy of the statement we will issue to you every month or upon your request or the monthly e-Statement which is available for viewing through your UOB Personal Internet Banking, showing the total sum outstanding under the Card Account, and purchases of goods and/or services, cash withdrawals, transactions, fees and charges incurred and any other transactions effected using the Card.
<b>“Statement Date”</b>	The date of the Statement of Account.
<b>“Summary Statement”</b>	The Summary Statement of the Main Account that we will issue to the Principal Corporate Member every month showing the Total Balance Due for each Card and the total sum outstanding under the Charge Card facility.
<b>“Total Balance Due”</b>	The total sum outstanding and includes all Cash Advances, transactions, Late Payment Charges, past due balances and any other fees, charges and taxes under each Card Account as at the Statement Date.

“UOB Malaysia”, “our”, “us” or “we”	United Overseas Bank (Malaysia) Bhd [Company Reg No. 199301017069 (271809-K)] whose registered office is at Level 22, UOB Plaza 1 KL, No.7,Jalan Raja Laut, 50350 Kuala Lumpur.
“Visa” or “Visa International”	VISA International Service Association, an association incorporated in the State of Delaware, United States of America with its registered office at 900, 901, 800, Metro Center Boulevard, Foster City, CA 94404-2172, United States of America of which we are a member institution and includes its successors-in-title and assigns.
“you”, “your” or “yours”	means all persons responsible for complying with these terms and conditions, including the person who applied to open the Card Account and the person to whom we address the Statement of Account to.
“Your other Bank Accounts”	Your other bank account with us apart from the Card Account and includes joint account with a third party and account(s) with us for any banking facilities granted to you solely or jointly with a third party.

- 1.2. Unless otherwise required by the context, 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 an individual, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state, and a trust;
  - (d) a person includes the person’s executors, administrators, successors, substitutes, and assigns, and this Agreement will bind those persons; and
  - (e) “including” or “for example” (or other similar words) when introducing an example does not limit the meaning of words to those examples.

## 2. SEARCHES AND THE COMMERCIAL CHARGE CARD

- 2.1. We may, but are not obliged to conduct bankruptcy searches or credit related searches from any credit reference agencies/providers or credit reporting agencies, database or system on you before and at any time after the issuance of the Card.
- 2.2. You consent to us to carry out such searches on you to the extent permitted by the law.
- 2.3. We will send the Card (and any replacement Card) to your address last given to us. We will not be responsible for any claims, liabilities, loss, or damage if the Card does not reach you.
- 2.4. **You must not use the Card for any purpose** at all, and must immediately cut the Card in half when any of the following, occur: -
  - (a) if you do not agree with the contents of the terms and conditions in this Agreement;
  - (b) upon the expiry of the validity period stated on the Card;
  - (c) upon your cancellation or termination of the Card;
  - (d) upon your request for a replacement Card;
  - (e) upon our cancellation, termination or revocation of the Card;
  - (f) upon recovery of the Commercial Charge Card after notification of its lost or theft;
  - (g) if the PIN is disclosed or exposed, voluntarily or otherwise, to any person; or
  - (h) if you cannot remember your PIN.

- 2.5. Upon our suspension of the Card, you must not use the Card for any purpose at all. You may only use the Card after we have notified you that we have uplifted the suspension of the Card.
- 2.6. At all times, the Card remains our property and must be returned to us upon our request.
- 2.7. The Card cannot be transferred to another person, and must be used only in accordance with the terms and conditions in this Agreement, and all requirements, directives, regulations and guidelines issued by us, Visa/MasterCard International, Bank Negara Malaysia or any other authority.

### **3. FUNCTIONS OF THE COMMERCIAL CHARGE CARD**

- 3.1. The Commercial Charge Card may be used for, including but not limited to: –
  - (a) purchasing goods and/or services from an Authorised Merchant on credit which are charged to your Card Account;
  - (b) withdrawing cash from your Card Account at any Authorised Cash Outlet and/or designated ATM;
  - (c) performing Card Not Present Transaction; or
  - (d) other facilities and services, pre-arranged with and approved by us.
- 3.2. Your use of the Card is subject to the Credit Limit assigned to you.
- 3.3. Any ATM withdrawals will be deemed to be a Cash Advance and will be subject to the terms and conditions of this Agreement.

### **4. USING THE COMMERCIAL CHARGE CARD**

- 4.1. You agree and undertake to take reasonable steps to prevent the lost or theft of the Commercial Charge Card, as follows: -
  - (a) you should not leave your Card unattended or allow your Card to be out of sight;
  - (b) you should ensure that your Card is returned to you after completing any transaction at the Authorised Cash Outlet or the Authorised Merchant;
  - (c) you should not let anyone else use your Card as your Card is exclusively for your own usage.
  - (d) you should keep your unused Card(s) in a secure place if you have more than one (1) Card; or
  - (e) you should destroy your Card properly by cutting across the magnetic stripe and the chip in the event you wish to cancel your Card and return it to us.

You must as soon as reasonably practicable notify us at our Contact Centre and comply with the requirements mentioned in Clauses 15.1 and 15.2 in this Agreement if your Card is lost or stolen.

- 4.2. To use your Card to make a credit purchase from an Authorised Merchant, you are generally required to either enter your PIN into the Chip Terminal and/or sign on a Sales Draft prepared by the Authorised Merchant, unless the purchase is made through mail or phone orders, self-service terminals, contactless readers of Chip Terminals, the internet or any similar means. For contactless transactions, the Authorised Merchant does not need to give you a completed transaction sales draft unless you request for it.

- 4.3. To use the Card to make cash withdrawal from an Authorised Cash Outlet, you must either key in your PIN into the Chip Terminal and/or sign a Cash Withdrawal Draft prepared by the Authorised Cash Outlet.
- 4.4. If you wish to use the Card for payments in relation to online transactions, you must first ensure that your mobile number is registered with the Bank so that it is recorded in the Bank's system. You are generally required to key in the OTP received by your mobile phone via the mobile number recorded in the Bank's system to complete the payment for the internet transaction.
- 4.5. All purchases of goods and/or services made, any ATM withdrawals and any other transactions effected using the Card shall be debited from the Card Account.
- 4.6. You will still be liable to us for transactions where you did not obtain or sign the Sales Draft and/or Cash Withdrawal Draft, if the omission is due to the nature of the transaction, or an oversight by you, the Authorised Merchant, or the Authorised Cash Outlet.
- 4.7. We may decide not to honour a Retail Transaction effected using the Card if there is:–
  - (a) an error, defect, failure or interruption in the provision of the ATM service or in our system or equipment for any cause beyond our control;
  - (b) a mechanical fault or malfunction of the terminals or equipment at the Authorised Merchant or Authorised Cash Outlet of any ATM or other service outlet due to an interruption of electrical supply or any cause beyond our control;
  - (c) a use or attempted use of the Card for a Retail Transaction exceeding the Credit Limit; and
  - (d) you agree that we will not be liable for such refusal or for any inconvenience, injury, loss or damage which you may directly or indirectly suffer as a result of us refusing to honour the Retail Transaction.
- 4.8. Notwithstanding Clause 4.7 above, we can refuse to honour a Retail Transaction effected using the Card for any reason due to legal and regulatory reason or the Bank's system, and you agree that we will not be liable for such refusal or for any inconvenience, injury, loss or damage which you may directly or indirectly suffer as a result of us refusing to honour the Retail Transaction.

## **5. PIN AND CONFIDENTIALITY OF PIN**

- 5.1. When you receive your new or replacement Card, you are required to activate your Card by creating your PIN. You can create your PIN using the UOB Personal Internet Banking services or through our interactive voice response channels. Instructions can be found on [@uob.com.my/pin](https://www.uob.com.my/pin) under the 'Creating Your PIN' tab.
- 5.2. You may at any time change your PIN. The process of replacing your PIN is the same as creating your PIN as set out in Clause 5.1 above.
- 5.3. If your PIN is disclosed or exposed, voluntarily or otherwise, to any person, you must immediately replace your existing PIN and notify our Contact Centre to avoid any unauthorised transactions from taking place. The process of replacing your PIN is the same as creating your PIN as set out in Clause 5.1 above.
- 5.4. You shall take all reasonable steps to ensure and prevent any unauthorised and/or fraudulent use of your PIN at all times and to keep your mobile phone which receives the OTP secure when you are performing a Retail Transaction. You agree and understand that your PIN is strictly confidential and undertake not to disclose or expose

or in any way or cause your PIN to be disclosed or exposed to any person 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. You will not voluntarily disclose your PIN to anyone in any circumstances, including to a person claiming to be government authority, or bank officers, family member or friends or our employees.

- 5.5 You should memorise your PIN and ensure that no written record of your PIN is kept at any place or on anything that is kept close by your Card or in any manner which may enable a third party to have access to or to use your PIN. You should not use a common PIN, i.e. your identity card number, passport, driving license, date of birth or contact number.
- 5.6 You agree that failing to comply with these requirements may expose you to the consequences of theft or unauthorised use of the Card, in which event you will be liable for all transactions made and charges incurred under the Card Account, whether or not such transaction or charge is within your knowledge or authority.
- 5.7 If you suspect or become aware, whether through a short message service (SMS) transaction alert from us relating to a transaction performed using your Card or otherwise, that: –
- (a) an unauthorised person knows your PIN; or
  - (b) there has been unauthorised access to your Card Account, or use of your PIN; or
  - (c) your Card is lost or stolen; or
  - (d) there are unauthorised transactions in your Card Account; you must immediately notify us at our Contact Centre and comply with the requirements mentioned in Clauses 15.1 and 15.2 in this Agreement and cut the Card in half and destroy the chip in accordance with Clause 2.4 of this Agreement. You must also give us any relevant information and reasonable assistance in investigating the matter.
- 5.6 You will be liable for any unauthorised transactions that occur which are linked to a stolen or misused PIN, unless you have notified us in accordance with Clause 5.5 or you have not acted fraudulently.
- 5.7 Once you have notified us and complied with the requirements in Clause 5.5, we may, at your request, replace the Card and re-issue a new Card to you with charges.

## **6. UNLAWFUL TRANSACTIONS**

You shall be responsible for using the Card responsibly. We may terminate the use of the Card if we suspect that you are using the Card for any unlawful activities including but not limited to illegal online betting and/or gambling activities. Although we reserve the right to not approve any Card transactions which we suspect are unlawful, you agree that we do not owe any duty and/or obligation to monitor and block the use of your Card for any unlawful activities. We may also request for information from you and you will provide the requested information to us promptly. Regardless of the above, you shall continue to be fully liable to pay us the amount due in respect of such transactions and you will not use this as a defence to refuse payment of any amounts due to us.

## **7. COMMERCIAL CHARGE CARD ACCOUNT**

- 7.1. We will send you a monthly Statement of Account (for active accounts only). If you have successfully enrolled for our e-Statement Service via UOB Personal Internet Banking, no hardcopy statement will be sent to you. Notwithstanding your enrolment

for the e-Statement Service, a hardcopy of the Statement of Account may still be sent to you upon your request subject to the payment of the prevailing charge to us.

Summary Statement of Commercial Charge Card Account will be issued and sent to your Principal Corporate Member every month showing the Total Balance Due for each Card and the total outstanding balance under the facility.

- 7.2. If you decide to enrol for hardcopy statements instead, a monthly fee in accordance with the table under the Commercial Card Fees and Charges will be charged to your Card Account.
- 7.3. You should keep copies of all Sales Drafts or any other documents confirming or evidencing purchases of goods and/or services, any ATM withdrawals and any other transactions effected using the Card to compare with the entries in the Statement of Account. For contactless transactions, you should obtain and retain the Sales Drafts from the Authorised Merchant once the transaction completes.
- 7.4. Upon receipt of the Statement of Account, you must ensure all entries in the Statement of Account are correct. If you think there is a discrepancy or inaccuracy in your Statement of Account, you must notify us in writing as soon as reasonably practicable but no later than 14 days from the Statement Date, and you must give us any relevant information and reasonable assistance in investigating the matter. If you do not do so, the Statement of Account will be treated as correct and conclusive evidence against you and you will be deemed to have waived any rights to raise any objections to the entries in the Statement of Account. You will be bound by it and liable for all amounts stated in the Statement of Account. Notwithstanding anything to the contrary in this Agreement, if we, wrongly credited any amount into the Card Account or wrongly debited any amount from the Card Account, you agree for us to make any adjustments or rectification to the Card Account and/or the Statement of Account.
- 7.5. Notwithstanding Clause 7.4 above,
  - (a) you will still be bound by the remaining contents of the Statement which are not affected by the alleged error;
  - (b) we will investigate the alleged error, and in the event that the investigation reveals or indicates that there was no error, you will be bound by the contents of the Statement of Account; and/or
  - (c) we can, if satisfied, make the necessary adjustment and rectification to Card Account, but this will not affect our right to debit or credit Card Account with the amount we deem fit.

## **8. CREDIT LIMIT**

- 8.1 You will be assigned with credit limit which will appear on the respective Card mailer.
- 8.2 The Principal Corporate Member may choose to assign a specific Credit Limit for the Card(s), however it will still be shared under the combined Corporate Credit Limit and is subject to the total Corporate Credit Limit amount assigned to your company.
- 8.3 The assigned Credit Limit to you will be reset on the Statement Date even if payment is made before Payment Due Date.
- 8.4 You are solely responsible for ensuring that the Credit Limit is not exceeded.
- 8.6 In determining whether the Credit Limit has been exceeded, we can take into account:—
  - (a) transactions made with the Card which have not been debited from the Card Account; and



- (b) authorisation code(s) which have been issued by us to the Authorised Cash Outlet or Authorised Merchant in relation to the proposed Card transactions.
- 8.7 You need to ensure that you do not exceed the Credit Limit and the aggregate amount owing to us under the Main Account does not exceed the Credit Limit (“Overlimit”) without obtaining our prior written approval. For avoidance of doubt, subject to our approval, transaction which exceed the Credit Limit will only be processed if you have expressly consented to the Overlimit.
- 8.8 Notwithstanding the above, we may, but are not obliged to, allow you to exceed the Credit Limit on a case to case basis. By doing so, it does not mean that your Credit Limit has been increased.
- 8.9 If you exceed the Credit Limit, you or your Principal Corporate Member must immediately pay us the amount in excess of the Credit Limit by the next Payment Due Date, or upon receipt of any other written notice we may issue, whichever is earlier. You are liable to pay us for all fees, charges, interests taxes, duties or levies, legal costs and expenses incurred (if any), including the amounts in excess of the assigned credit limit for both the Principal Corporate Member and Cardmember. You agree that we can change the Credit Limit upon periodic review internal credit and assessment and based on the conduct of the Card Account, by providing you with three (3) Business Days prior notice.

## 9. PAYMENT

- 9.1. You must pay to us the total Balance Due and all monies, interest, fees and charges for which you may become liable in the billing currency, which is in Ringgit Malaysia in full, unless otherwise determined by us. We reserve the right to terminate your Card if you continue to default in the payment of the total Balance Due by the Payment Due Date (including as a result of any payment being dishonoured).
- 9.2 Payment will not be considered to have been made until all relevant funds have been received for value by us and entered into our records, which could be either the actual inbound transfer or transaction date, OR on the day following receipt of payment. For example, if balances reflected on UOB systems has captured inbound transfer or payments effected by you, payment made on non-Business Days may not enter into our records on those days.

For the avoidance of further doubt:

- (a) any transactions via cash deposit, cheques or other negotiable instrument shall be deemed as having been made:
  - i. if by a deposit of cash, upon verification by our designated personnel of the deposit and the amount and when the amount is entered into our records; or
  - ii. if by a deposit of cheques or other negotiable instruments, upon verification by our designated personnel of the deposit, the amount and the Cardmember or drawer’s title to such cheques and other negotiable instruments, and when the amount of such deposit in cleared funds is entered into our records. If you pay by cheque, you must include any relevant commission of inland exchange. Otherwise, we can debit your Commercial Card Account, or exercise our rights of set-off under Clause 22 of this Agreement.
- (b) the return slip generated automatically by our Cash Deposit Machine and Cheque Deposit Machine only confirms the deposit has been transacted but not the amount deposited, hence will not be treated as received for value until the amount transferred is entered into our records; and

- (c) any payments made by debit instruction or fund transfers, for example, Interbank GIRO, shall be deemed as having been made, if the transfer on the day following cleared funds, our receipt of the same and/or when the amount is entered into our records.
- 9.3. You are liable to pay even if you do not receive the Statement of Account and/or Summary Statement. You shall be responsible to notify us in the event you do not receive the Statement of Account and/or Summary Statement.
- 9.4. If we do not receive the Total Balance Due in full before the expiry of the Payment Due Date, you will be charged with a Late Payment Charge on the past due balance remained unpaid in accordance with the UOB Commercial Charge Card Fees and Charges table.
- 9.5. Our acceptance of late or partial payments marked as constituting payment in full shall not operate to prevent us from enforcing any of our rights under this Terms and Conditions or operate as our consent to the modification of this Terms and Conditions.
- 9.6. Payments we receive from you in connection with the Card Account will be applied towards payment of the outstanding amount of the Card transactions, the order of settlement starting from the amounts subject to the highest rate to the amounts subject to the lowest rate.
- 9.7. Regardless of Clause 9.9, we may apply any payment we receive from you in a different manner when a source of fund is deemed to be suspicious, including withholding or rejecting the payment without being obliged to apply all or part of the amount towards discharging any money or liabilities due or incurred by you in.
- 9.8. Regardless of such payment, in the event of any proceedings in or analogous to your bankruptcy or insolvency, we may prove for and agree to accept any dividend or composition in respect of the whole or any part of such money and liabilities against you.
- 9.9. Excess payment into the Card Account is strictly discouraged i.e. payment made into the Card Account exceeding your Total Balance Due. Based on our internal requirements, we may reasonably decline your request to refund or withdraw the excess amount paid into the Card Account.

## **10. FEES, CHARGES AND RIGHT TO DEBIT**

- 10.1. You agree to pay, and authorise us to debit from your Card Account with the full amount of any fees, charges, taxes, duties or levies incurred in connection with the issuance and use of the Card, all legal costs, charges and expenses which we may incur in enforcing or seeking to enforce this Agreement, or in obtaining or seeking to obtain payment of all or any part of the monies you owe.
- 10.2. All such monies and charges are payable by you in full without any set-off or counterclaim or any restriction or condition, and free and clear of and without deduction for present or future taxes or any other excise or property taxes, levies, charges, or withholdings, and all liabilities with respect to the same (if any). If you are obliged by law or regulation of any jurisdiction, domestic or foreign, or any agreement entered into with and between Authorities, to deduct or withhold (whether for payment of any Taxes or otherwise) any sum from any payment to us, you must increase the amount of the payment so that the net amount received by us will equal the amount due to us

- 10.3 We reserve the right to amend and change the rate of any fees, charges, and/or the method of calculation by giving you adequate prior notice in the manner as set out under this Agreement. The variation or change will be effective from the date stated in the notice.

## 11. CASH ADVANCE FACILITY

- 11.1. Subject to our agreement with your company to allow you to do so, you may obtain Cash Advance by the following means: -

- (a) presenting your Card at any of our branches or of any member institution of Visa International together with evidence of your identification, and signing the necessary transaction record; or
- (b) using your Card at any of our ATMs or the ATM of any bank or financial institution with whom we have an arrangement(s) for the use of their ATMs (in which case the amount of each advance will be further subject to the applicable daily withdrawal limit imposed by such bank or financial institution).

In both cases, the maximum amount that can be withdrawn from the Card Account by way of Cash Advance will depend on the prevailing limit set by us and your company from time to time. Where the Cash Advance is made via ATM, each Cash Advance will be subjected to the applicable daily withdrawal limit or the withdrawal limit per Cash Advance transaction via ATM as well as Clause 11.3 below.

- 11.2 You agree that we have the right to impose a capped amount in percentage terms on the quantum of Credit Limit and your available balance which can be utilised for Cash Advances. You also agree that we have the right to vary the capped amount from time to time, which is determined by us according to our internal credit and assessment.

- 11.3 A Cash Advance will be charged to the Commercial Charge Card Account. This Cash Advance fee and any handling charges in accordance with the table under the Commercial Card Fees and Charges will be debited from your Card Account on the date the Cash Advance is withdrawn.

- 11.4 We can decide not to honour any ATM withdrawals effected using the Commercial Charge Card if there is:-

- (a) an error, defect, failure or interruption in the provision of the ATM service or in our system or equipment for any cause beyond our control or for any reason;
- (b) a mechanical fault or malfunction of the terminals or equipment at the Authorised Merchant or Authorised Cash Outlet of any ATM or other service outlet due to an interruption of electrical supply or any cause beyond our control;
- (c) a use or attempted use of the Card for an ATM withdrawal exceeding the Credit Limit assigned by us on the Card Account; and/or
- (d) any reason that we deem fit to refuse to honour the ATM withdrawal effected using the Card.

- 11.5 We can vary, add to, delete or amend the terms and conditions in relation to the Cash Advance facility, fees and/or handling charges by giving you and your company no less than 21 days' written notice in the manner as set out in Clause 26 of this Agreement. The variation or change will be effective from the date stated in the notice.

- 11.6 The following transactions will be treated as a Cash Advance transaction and all terms and conditions relating to Clause 11 of this Agreement will apply:

- (a) any withdrawal of excess credit in your Commercial Charge Card Account through the use of your Commercial Charge Card or by requesting us to issue you a cheque for such withdrawals; or

- (b) all betting transactions, including the purchase of lottery tickets and chips at gaming casinos, off-track betting, and wagers at race tracks.
- 11.7 Your Statement of Account will show the Cash Advance transaction and fees charged on the amount withdrawn for the Cash Advance transaction, until the date of full repayment.
- 11.8 You and your Principal Corporate Member shall be liable for all Cash Advances performed through the Card regardless of whether such withdrawals are performed within or outside the assigned Credit Limit.

## **12. TAXES, DUTIES OR LEVIES**

- 12.1. You are liable to pay for any sales and service tax (SST) or other taxes or levies as required by law or regulations, guidelines, decisions or directives issued under such laws or regulations (and shall include any amendments made to such laws, regulations, guidelines, decisions or directives) 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 Card and/or any other goods or services provided under the Card facility. Unless otherwise stated by us at any time, any fees and charges notified to you are inclusive of any applicable tax at the prevailing rate. Where we have stated otherwise, you shall be liable to pay the applicable SST, taxes or duties in addition to our fees and charges.
- 12.2. Any SST or other taxes or levies incurred by us in relation to the use of the Card and any other goods or services provided under the Card shall be borne by and charged to you and in the event that we shall effect any payment, you and your company shall be liable to reimburse us for such amounts paid.

## **13. OVERSEAS TRANSACTIONS**

- 13.1. You can use the Card outside Malaysia at Authorised Merchants and/or Authorised Cash Outlets.
- 13.2. You can use the Card to withdraw cash under the Commercial Charge Card Account at designated ATMs in countries approved by us, or at any Authorised Cash Outlets.
- 13.3. If you use the Card for a transaction in a currency other than Ringgit Malaysia, it will be converted through the relevant Card Association at the conversion rate as determined by the said relevant Card Association as at the time the transaction is posted. In addition, an administration cost of 1% or such other rate as determined by us for the conversion of the transactions made in a currency other than Ringgit Malaysia will be chargeable to you, as well as any transaction fee charged by the relevant Card Association.
- 13.4. If you opt for your foreign currency transaction to be converted into Ringgit Malaysia through the DCC service, you agree and acknowledge that the process of conversion and the exchange rate applied will be determined by the relevant overseas merchant and not us. In doing so, you accept that the exchange rate used by the relevant merchant may be higher than the exchange rate as determined by the relevant Card Association when you pay in foreign currency.
- 13.5. In addition, all foreign currency transactions converted into Ringgit Malaysia through the DCC service will be subject to a fee of 1.00% of the converted Ringgit Malaysia transaction amount being the fee/charge imposed by the relevant Card Association on the transaction.

- 13.6. You agree that in the event of any disputes on the conversion rates determined by the relevant Payment Network on any transactions made in foreign currency, we will not be responsible to settle such disputes on your behalf.
- 13.7. There is a chance that PIN may or may not be supported upon performing overseas transactions hence a signature may be required at attended point of sale terminals.
- 13.8. All overseas transactions by you must not violate the laws existing in the country where the transactions are effected. Where applicable, you must comply with the Foreign Exchange Administration Rules issued by Bank Negara Malaysia as varied and implemented from time to time and will be liable for any infringement of such rules.

#### **14. YOUR LIABILITY FOR LOST OR STOLEN CARD, DISCLOSURE OF YOUR PIN TO ANY PERSON OR UNAUTHORISED USE OF CARD**

- 14.1. You agree and undertake to take all reasonable care and precaution to prevent the lost or theft of your Card, disclosure of your PIN or the unauthorised use of the Card and must as soon as reasonably practicable notify Contact Centre if such event occurs. You understand that failure to take reasonable care and precaution to safeguard your Card or PIN may expose you to the consequences of theft and/or unauthorised use of the Card.
- 14.2. You must follow-up your notification in Clause 15.1 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 lost or theft of your Card and/or disclosure of your PIN within 7 days from the date of the lost/theft of your Card and/or disclosure of your PIN.
- 14.3. You will be liable for unauthorised Retail Transactions using the PIN if you have:
  - (a) acted fraudulently;
  - (b) delayed in notifying us as soon as reasonably practicable after having discovered the loss or unauthorised use of your Card;
  - (c) voluntarily disclosed your PIN to another person; or
  - (d) recorded your PIN on the Card, or on anything that is kept close by with your Card.
- 14.4. You will be liable for unauthorised transactions which require signature verification or with a contactless card, if you have:
  - (a) acted fraudulently;
  - (b) delayed in notifying us as soon as reasonably practicable after having discovered the loss or unauthorised use of your Card;
  - (c) left your Card or item containing your Card unattended in places visible and accessible to others; or
  - (d) voluntarily allowed another person to use your Commercial Charge Card.
- 14.5. At your request, we can (but are not obliged to) issue you with a replacement Card following its lost or theft. You must pay a replacement fee (see Commercial Charge Card Fees and Charges) or such other fee we may prescribe from time to time for each replacement Commercial Charge Card. To the fullest extent permitted by law, you will remain liable for any transaction effected through the use of the lost or stolen Card, including transactions effected but not yet posted to the Card Account, and any existing standing instructions made by you to an Authorised Merchant.

- 14.6 When you receive your new or replacement Card, you are required to activate your Card by creating your PIN. Such activation will be a valid activation of that Card and you are deemed to have accepted and agreed to be bound by the terms and conditions in this Agreement. You are solely responsible to notify the Authorised Merchant to cancel or amend any existing standing instructions in relation to the lost or stolen Card and/or the replacement Card.
- 14.7. Even if you do not activate your Card, you are still responsible for paying the Total Balance Due. For the avoidance of any doubt, non-activation of the new replacement Card does not constitute any waiver, indulgence nor cessation of your obligations to pay all outstanding balances, nor would it constitute a revocation of any existing standing instructions (for example; auto billing facilities) or any other transactions (including transactions which have been performed but not posted or otherwise have been incurred by you) unless the Card or Card Account has been terminated. Notwithstanding, you will still be liable for any transaction on your Card due to your previous use or standing instructions. It is your responsibility to ensure that no further transactions are made on a terminated Card.

#### **14A. FINANCIAL CRIMES REPRESENTATIONS & WARRANTIES**

- 14A.1 We shall be entitled to take all actions we consider appropriate in order for us to meet any obligation or requirement, either in Malaysia or elsewhere, in connection with the detection, investigation and prevention of financial crime including fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion or the enforcement of any economic or trade sanction (“Financial Crime”).
- 14A.2 You understand and agree that if any activities, conduct or circumstances you are involved in (directly or indirectly) may expose us to legal or reputational risk, or actual or potential regulatory or enforcement actions, we shall at any time, without giving any reason, have the right to immediately:-
- (a) to exercise all our rights stated in Clause 16;
  - (b) close the Card Account and terminate the Card and all related services you have with us;
  - (c) make reports and take such other actions as we may deem appropriate.
- 14A.3 You and your Principal Corporate Member undertake that you will not initiate, engage in or effect a transaction (directly or indirectly) that may involve Financial Crime and agree to hold us harmless, indemnify us and keep us indemnified from and against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs (including, but not limited to, legal costs on a full indemnity basis), expenses and disbursements of any kind whatsoever which we may suffer or incur in connection with or arising from any breach by you of this undertaking.
- 14A.4 You and your Principal Corporate Member warrant and represent that the Cardmember has not engaged in any activity or conduct or has not taken any action, directly or indirectly that would violate any applicable anti-bribery and anticorruption law, including but not limited to, the Malaysian Anti-Corruption Commission Act 2009 (the “MACCA”), the United Kingdom Bribery Act 2010 (the “UK Bribery Act”) and the U.S. Foreign Corrupt Practices Act of 1977 (the “FCPA”). You further represent that you, and to your best knowledge, the Cardmember is/are in compliance with the MACCA, the UK Bribery Act, the FCPA and similar laws, rules or regulations.

#### **15. TERMINATION, CANCELLATION, OR SUSPENSION OF COMMERCIAL CHARGE CARD**

- 15.1. You and/or the Principal Corporate Member may terminate the use of the Card at any time by written notice to us or by contacting the Contact Centre. In such event, No refund of the annual fee will be made to you.
- 15.2. We can withdraw, terminate or suspend your use of the Card, the Card Account and/or any other related services, refuse to authorise any transaction under the Card and/or refuse to re-issue, renew or replace the Card, without giving you any notice or reason, upon the occurrence of any of the following (“Event of Default”): –
- (a) you and the Principal Corporate Member fail to comply with the payment or manner of payment of any monies payable under this Agreement;
  - (b) you and your Principal Corporate Member fail to comply with the payment or manner of payment of any monies payable under any other agreement in relation to any banking/credit facilities granted by us to you;
  - (c) you exceed the Credit Limit;
  - (d) you and your Principal Corporate Member threaten to breach or have breached the terms and conditions in this Agreement;
  - (e) in the event of death you or become incapacitated, mentally unsound, insolvent, bankrupt or subject to judicial proceedings;
  - (f) if you commit an act of bankruptcy or allow a judgment to remain unsatisfied against you for more than 21 days;
  - (g) a distress execution, attachment or other legal proceedings are levied, enforced or taken out against your properties and is not discharged or stayed within 7 days;
  - (h) any litigation (whether civil or criminal), arbitration or administrative proceedings is pending, on-going or threatened against you;
  - (i) you enter or attempt to enter any composition or arrangement with or for the benefit of your creditors;
  - (j) 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;
  - (k) at any time after the issuance of the Card, 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 Commercial Charge Card or the Commercial Charge Card Account or to comply with our obligations under this Agreement or for us to enforce any of our rights under this Agreement, any security documents or any other agreement in relation to any banking/credit facilities granted by us to you;
  - (l) your whereabouts are unknown to us;
  - (m) we decide that there is any change in the market conditions which would cause the continuation of the Commercial Charge Card facilities and services offered to you to be temporarily or permanently not practical or not possible from a commercial point of view;
  - (n) your credit rating as determined by us has deteriorated;
  - (o) there is any investigation by the police, authorities or regulators pending, on-going or threatened against you;
  - (p) if you have been charged or convicted for any criminal offences or have any criminal records;
  - (q) if there is any report lodged against you and your company under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001; or
  - (r) if we suspect or have reasons to believe that the Card is used for an unlawful activity.
- 15.3 Regardless of Clause 15.2, we can withdraw or terminate your use of the Card by giving notice to you if we have good reason to do so such as, if we no longer offering the product or there is a change in law or regulatory relating to the facility or there is a

change in our internal policy that makes it impossible for us to continue offering the facility to you.

- 15.4 You cannot use the Card for any unlawful activities. If we find, suspect or have reasons to believe that your Card has been or is being used for any unlawful activity, or if we are in receipt of any alert or positive name match from the relevant checks conducted on the Cardmember and any related third party involved in the underlying transaction(s) (including but not limited to the vendor/ developer/ promoter/ agent/ supplier/ trustee to whom any funds under the Agreement is to be disbursed) by us pursuant to the Financial Crime, then, notwithstanding anything to contrary contained in this Agreement, 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 of any unlawful activity including but not limited to fraud, money laundering, terrorist activity, bribery, corruption or tax evasion or the enforcement of any economic or trade sanction. The actions we may take include immediately suspending, cancelling or terminating the Card and/or the Card Account, making reports and taking such actions we may decide as appropriate.
- 15.5 Upon the termination of your Card, you and your Principal Corporate Member will remain liable for all Total Balance Due on the Card Account and the amount of any transaction effected through the use of the Card (whether before or after the termination of the Card), including transactions effected but not yet posted to the Card Account, and any existing standing instructions made by you to an Authorised Merchant. You are solely responsible to notify the Authorised Merchant and cancel any existing standing instructions prior to or upon termination of your Commercial Charge Card.
- 15.6 If the Card and/or Card Account is terminated, you must: –
  - (a) cut the Card in half across the magnetic strip and the chip;
  - (b) immediately pay all monies you owe to us (including the whole of the Total Balance Due on the Card Account together with all fees, costs, taxes, duties, levies accrued up to the date of termination of the Card and other amounts owing in connection with transactions effected using the Card which have not been posted to the Card Account, and any outstanding instalments not due but for which you are liable for).
- 15.7. If, following termination, you do not cut the Card in half, you will continue to be liable for any charges and transactions incurred on the Card.
- 15.8. The termination of the Principal Corporate Member Card account by your company will automatically terminate all of the cards issued under Principal Corporate Member. The termination of one of the Cardmember's Card will not subject to termination of the company's Commercial Charge Card.
- 15.9. The particulars of any Card cancelled or revoked may be placed on a "cancellation list" which we may circulate to all Authorised Merchants and Authorised Cash Outlets.

#### **15A. Review, Suspension, Withdrawal of any Facility or Use of Card**

- 15A.1 Without derogation of the provisions in clause 15 above:
  - (a) We reserve the right to review any facility, request for additional supporting documents from time to time, or prescribe any other condition(s) or requirement(s) ("**Prescribed Requirements**") in such circumstances as we reasonably deem fit and with adequate prior written notice to you (if possible), in respect of the provision or continued provision by us of the card to you or to



- any cardholder including any or all of the facilities provided by us in relation to the Card at any time; and
- (b) As part of the periodic review exercise, You agree that we may check your credit standing from any source, including credit reference agencies like BNM, any credit bureau, the CCRIS and the DCHEQS established by BNM at any time as we reasonably deem fit, without your further consent.
  - (c) If any Prescribed Requirements have not been satisfactorily met in our reasonable opinion, we reserve the right to suspend, restrict, withdraw or terminate any Card, with adequate prior written notice to you.
  - (d) For the avoidance of doubt, following notice of the proposed review of the facility, you may decide you no longer wish to use your Card Account in which case you must terminate the use of the Card(s) by contacting Contact Centre or giving prior written notice to us, before the effective date of the proposed variation to the facility. The provision relating to termination above will subsequently apply.

15A.2 For the avoidance of any doubt, if any Card is cancelled or terminated by any reason whatsoever, we reserve the right to demand immediate payment of the full Total Balance Due from you (including amounts not yet reflected on the Statement of Account) whereupon all such amounts shall become immediately due and payable, and avail ourselves of all rights and remedies we may have under contract or in law, including our right of set-off or enforcing any collateral, guarantee or security in relation to your indebtedness or liabilities accrued on the Card, as the case may be.

## 16. EXCLUSION OF LIABILITY

- 16.1. We will not in any circumstances be liable for damages suffered or loss incurred by you (including loss of reputation or embarrassment):
- (a) In connection with a representation or implication because of: –
    - i) a cancellation or our refusal to renew the Card;
    - ii) a suspension or restriction imposed by us on your use of the Card;
    - iii) the circulation to the Authorised Merchants or Authorised Cash Outlets of the particulars of your Card in a list of cancelled Cards; or
    - iv) the amendment, variation, cancellation, suspension and/or withdrawal of any of your benefits or privileges under the Card;
  - (b) due to an act or omission of the Authorised Merchant or Authorised Cash Outlet;
  - (c) due to a retention of the Card and/or refusal by the Authorised Merchant or Authorised Cash Outlet to honour the Card;
  - (d) in connection with a statement, representation or communication made by the Authorised Merchants or Authorised Cash Outlet;
  - (e) due to a defect or deficiency in goods purchased or services rendered by the Authorised Merchant or Authorised Cash Outlets;
  - (f) due to a dissatisfaction with the quality, effectiveness and/or genuineness of the goods purchased and/or services rendered by the Authorised Merchant or Authorised Cash Outlet.
- 16.2 We will not be liable for any loss, injury or damage suffered, including consequential and economic loss, caused by or from a mechanical defect or malfunction of the ATMs, or by any circumstances beyond our control.
- 16.3 Any claims and/or disputes which the Cardmember may have against a merchant shall not relieve the Cardmember or the obligation to pay the amount due us.

## 17. Corporate Liability

### (Terms Applicable Where Commercial Charge Card is issued under the Corporate Liability programme)

- 17.1 Notwithstanding the Terms and Conditions herein, where we agree to issue a Card under the corporate liability programme:-
- a) the Principal Corporate Member are solely liable to us for the Total Balance Due under the Main Account and each Card Account and shall pay us in full on demand,
  - b) the obligations of each Cardmember under this Agreement relating to the use of the Card and/or operation of any Card Account shall still be applicable and shall not be affected nor prejudiced; and
  - c) We may combine or consolidate the Card Account and any Other Account maintained by the Cardmember and set off or transfer credit balances (whether matured or not) therein in and towards the discharge or payment of the Cardmember's Liability or any part thereof.
- 17.2 Liabilities owing to us by the Cardmember and the Corporate Member are not to be affected or prejudiced by any dispute, counterclaim or set-off between (a) the Cardmember and the Principal Corporate Member, or (b) the Principal Corporate Member and any of its other Cardmember, or (c) the Cardmember and any other Cardmember.

## 18. LIABILITY OF CORPORATE MEMBER AND CARDMEMBER

### (Applicable where the Card is issued under the Joint and Several Liability programme)

- 18.1 Where we agree to issue a Card under the joint and several liability programme:-
- (a) the Principal Corporate Member is responsible for Liabilities in connection with all the Cardmember's Card Accounts and all the Cardmember is jointly and severally liable with each of the Liabilities in connection with each Card issued to the Cardmember; and
  - (b) each Cardmember is jointly and severally liable with the Principal Corporate Member for the Liabilities in connection with the Card issued
- 18.2 Liabilities owing to us by the Cardmember and the Principal Corporate Member are not to be affected or prejudiced by any dispute, counterclaim or set-off between (a) the Cardmember and the Principal Corporate Member, or (b) the Principal Corporate Member and any of its other Cardmember, or (c) the Cardmember and any other Cardmember.
- The discharge of any Liability or the waiver of our rights against the Principal Corporate Member shall not affect or prejudice the Liabilities and obligations of any other Cardmember under this Agreement. The discharge of any Liability or the waiver of our rights against a Cardmember will not affect or prejudice the Liabilities and obligations of the Principal Corporate Member or any other Cardmember under this Agreement.

## 19. FEATURES AND BENEFITS GENERALLY

We can amend, modify revise, restrict, increase, suspend, cancel or withdraw all or any facilities, services, benefits and privileges conferred on you with prior notice.

## 20. UOB PHONE BANKING SERVICE TERMS AND CONDITIONS



In addition to the terms and conditions of this Agreement, if you request for our services through UOB Phone Banking Service, the UOB Phone Banking Service Terms and Conditions will apply in addition to and not in substitution for any terms and conditions contained in this Agreement. You can view the UOB Phone Banking Service Terms and Conditions at [www.uob.com.my](http://www.uob.com.my).

## **21. UOB PERSONAL INTERNET BANKING AND MOBILE SERVICES TERMS AND CONDITIONS**

In addition to the terms and conditions of this Agreement, if you request for our services through UOB Personal Internet Banking, the Terms and Conditions Governing UOB Personal Internet Banking and Mobile Services will apply in addition to and not in substitution for any terms and conditions contained in this Agreement. You can view the Terms and Conditions Governing UOB Personal Internet Banking and Mobile Services at <https://pib.uob.com.my>.

## **22. RIGHT OF SET-OFF AND CONSOLIDATION**

- 22.1. In addition to any general right of set-off under law or any other agreement, you and your Principal Corporate Member agree that we may combine or consolidate the Total Balance Due on the Card Account with all or any of your existing accounts with us, whether singly or jointly with any other persons. You authorise us, after giving you 7 days' notice, to set-off or transfer any sum standing to the credit of any of your accounts towards satisfaction of any sum due and payable to us by you under this Agreement.
- 22.2. Upon the issuance of the notice mentioned in Clause 22.1 above, you and your Principal Corporate Member agree that we have the right to earmark or to place a hold on any monies standing to the credit of all or any of your existing accounts with us, prior to the setting-off and you shall not be entitled to withdraw the monies, without our prior written consent.
- 22.3. Where a combination, set-off or transfer requires the conversion between currencies, the conversion will be calculated at our then prevailing spot rate of exchange as determined by us for purchasing the currency for which you are liable for.

## **23. DISPUTES**

- 23.1. We will not be liable for: –
  - (a) the refusal of an Authorised Merchant or Authorised Cash Outlet to accept the Card; or
  - (b) any defect or deficiency in goods or services supplied to you by an Authorised Merchant or Authorised Cash Outlet or other person.
- 23.2. You must resolve all complaints, claims and disputes against an Authorised Merchant or Authorised Cash Outlet directly, and you agree not to enjoin us in any such claims, disputes or legal proceedings, and no such claim can be set-off against us.
- 23.3. To the fullest extent permitted by law, any claim or dispute which you may have against an Authorised Merchant or Authorised Cash Outlet will not relieve you of your obligation to pay us the amounts incurred under this Agreement.
- 23.4. You must contact and update the Authorised Merchant directly on any cancellation of recurring billing standing instruction or charge or cancellation of a Card in connection with any recurring billing standing instruction. You agree that you will directly forward any claim or dispute in connection with the recurring billing appearing in the Statement of Account to the Authorised Merchant, and that we will not be held liable in any way.

- 23.5 When you inform us that there is a disputed transaction you have against an Authorised Merchant or Authorised Cash Outlet, you must provide to us the following information, whether orally or in writing, in relation to the disputed transaction:
- (a) your name;
  - (b) the affected Card Account;
  - (c) date and amount of the disputed transaction; and
  - (d) reason why you believe that it is a disputed transaction.
- 23.6 We reserve the right to debit the full amount of the disputed transaction(s) from your Card Account given proof that the disputed transaction(s) is/are legitimate and authorised by you by providing prior notice to you.
- 23.7. Any attempt on your part to make false claims on the disputed transactions will entitle us to exercise any of our rights under the terms and conditions in this Agreement.

## **24. CROSS DEFAULT**

If you breach any of the terms and conditions in any other agreement with us, either for the use of any other Commercial Charge Card issued by us or for any banking/credit facilities, we may terminate this Agreement and thereafter all monies owing to us will immediately become due and payable in accordance with Clause 15.6(b) of this Agreement.

## **25. APPOINTMENT OF AGENT**

- 25.1. We can by giving you 7 days' prior notice, appoint any agent and/or a debt collection agency to collect all and any sums due to us, which is owing and payable by you under this Agreement.
- 25.2. You and your company authorise and consent to us and/or our officers disclosing any information relating to you and/or your Card Account to such agent and/or debt collection agency appointed by us, for the purpose of recovering all and any sums due to us, which is owing and payable by you under the terms and conditions in this Agreement.

## **26. VARIATION**

- 26.1. We can vary, add to, delete or amend the rates, fees, charges as well as any terms and conditions in this Agreement by giving your company no less than 21 days' prior written notice, either through your Statement of Account or by way of posting on our official website at [www.uob.com.my](http://www.uob.com.my) or in any other manner.
- 26.2. Any variation referred to in Clause 26.1 will be effective on the date we specify. The retention or use of the Commercial Charge Card after the effective date will be deemed to be an acceptance by you of such variation.

## **27. COMMUNICATION OF INSTRUCTIONS**

- 27.1. You and your company authorise us to act on your instructions given by telephone, mobile phone (including Short Messaging Services (SMS) sent from the mobile contact number last known to us), electronic mail or other means of telecommunication instructions which we in good faith believe are given by you.

- 27.2. Unless expressly stated otherwise in this Agreement, we shall be entitled to rely and act upon any instruction given in writing as stated in Clause 27.1 above 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 misunderstanding or any error, loss or delay resulting from the use of mobile devices, postal services, telex or teletype machines, cable devices, facsimile transmission devices or computer devices. We shall be entitled to rely and act upon any instruction communicated over the telephone or mobile phone as stated in Clause 27.1 above, and the risks of misunderstanding and error and of instructions being given by unauthorised persons are entirely yours. We shall not be liable for any loss, liability or expense which results from any such misunderstanding, error or unauthorised instruction.
- 27.3. You and your company undertake to fully indemnify us, and keep us fully indemnified and saved harmless at all times against all actions, proceedings, claims, demands, liabilities, losses, damages, costs and expenses of any nature (including legal costs on a full indemnity basis) arising in any manner which we may sustain, suffer or incur as a result of us agreeing to act on such instructions referred to in Clause 27, unless it is due to our gross negligence or wilful misconduct.

## 28. DISCLOSURE

- 28.1. You and your Principal Corporate Member 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 Card Account) can disclose, any information relating to you or your Card Account, to the following persons:
- (a) any one of our branches, agencies, representative officers, affiliated, associated or related corporations, and their respective officers, servants or agents, whether in Malaysia or elsewhere ("Bank's 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;
    - 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 Bank's Group's functions;
    - xi) compliance with the Bank's Group's policies, guidelines, directives or requirements;
    - xii) corporate exercise; and/or
    - xiii) any legal process initiated by or served on us;
  - (b) any merchants or establishment which accepts the Card, any other bank or financial institution, any Card Association or its successors, any member of Card Association and/or any other interested party to facilitate the use of the Card or the processing of any transaction affected 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 this Agreement;
- (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) card issues and financial institutions in connection with Card enquiries;
- (h) to other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- (i) our auditors, solicitors, and professional advisors;
- (j) 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;
- (k) any credit bureau of which we are a member, and any other members and/or compliance committee of such credit bureau;
- (l) any rating agency, business alliance partner, insurer or insurance broker or direct or indirect provider of credit protection;
- (m) 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;
- (n) for transactions effected or processed with or without your authority in or through the ATMs 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 ATM card and their respective agents or contractors;
- (o) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any members of the Bank's Group;
- (p) any person to whom we or any members of the Bank's Group are permitted or required to disclose to under the laws of any country;
- (q) any person intending to settle any monies outstanding under the Card Account;
- (r) any person connected to the enforcement or preservation of any of our rights under this Agreement; and
- (s) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any authority having jurisdiction over us.

Clause 28.2 shall survive the termination of this Agreement.

## **29. COURT ORDER**

29.1. We 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 and your Principal Corporate Member agree that you will not hold us liable for any loss or damage in connection with our actions as per the court order.

29.2. Clause 29.1 shall survive the termination of this Agreement.

## **30. ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING OR PROCEEDS OF UNLAWFUL ACTIVITIES**

- 30.1 You must provide and disclose to us within such time prescribed by us, any information which we deemed necessary in order to:-
- (a) comply with the laws or sanctions of Malaysia or any other country (including but not limited to those relating to anti-money laundering, anti-terrorism financing or proceeds of unlawful activities);
  - (b) manage money-laundering risk or terrorism-financing risk or economic and trade sanctions risk or proceeds of unlawful activities risk; and/or
  - (c) conduct and be satisfied with the results of all necessary “know your customer” or other similar procedures under applicable laws and regulations.
- 30.2 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.
- 30.3 You declare and undertake to us that the processing of any transactions will not breach any laws or sanctions of 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 or any failure or omission to provide any information or documents to us.

### **31. DATA PROTECTION**

- 31.1 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 this Agreement 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 this Agreement.
- 31.2. You agree and consent that we may transfer the Personal Data outside of Malaysia. All Personal Data held by us and the Bank’s Group will be accorded a reasonable level of protection against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or deletion.
- 31.3. 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 Card Account 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 this Agreement;
  - (b) undertake that you have informed the said third parties to read the Privacy Notice at our website [www.uob.com.my](http://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 this Agreement should such consent be withdrawn by the said third parties.

- 31.4 A written instruction with approval from Principal Corporate Member as per Board of Director Resolution 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.
- 31.5 Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to us and the Bank's Group (whether in or outside Malaysia), you agree that we and the Bank's 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 Card Account) with our merchants and strategic partners where your express prior consent has been obtained.
- 31.6 You may choose not to receive any direct marketing materials from us and the Bank's Group by emailing us at [uobcustomerservice@uob.com.my](mailto:uobcustomerservice@uob.com.my) or contacting our Contact Centre team with your request and we will abide by your latest instructions to us.
- 31.7 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 your Card Account and/or facilities with us, and/or without imposing additional costs to you.
- 31.8 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](http://www.uob.com.my).

You may direct all your requests to 24-hour UOB Contact Centre at [uobcustomerservice@uob.com.my](mailto:uobcustomerservice@uob.com.my).

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 are not obligated to inform you of our refusal and reason for our refusal.

- 31.9 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.



- 31.10 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, Commercial Charge Card Account and/or facilities that is linked to such Personal Data.
- 31.11 We reserve the right to amend this Clause 31 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.
- 31.12 This Clause 31 shall be without prejudice to any other clause in this Agreement which provides for the disclosure of data.

### **32. INDEMNITY**

To the fullest extent permitted by law, you agree to hold us harmless and fully indemnified against any liability for loss, damage, costs and expenses (legal or otherwise, including costs on a solicitor and client basis) which we may sustain or incur by reason of the provisions of or enforcement of our right under these terms and conditions where such enforcement is arising out of or in connection with any taxation laws or regulations of any country having jurisdiction over us or necessitated because of you and /or anything ordinarily within your reasonable contemplation or control.

### **33. CERTIFICATE OF INDEBTEDNESS**

A certificate signed by our officer as to the monies, for the time being, due and owing to us from or by you and Principal Corporate Member, will be conclusive evidence against you that the stated amount is due and owing by you for all purposes, including legal proceedings.

### **34. NOTICES AND COMMUNICATION**

- 34.1. We can deliver any Statement of Account, notice or communication (other than Legal Process) to you in any of the following manner by:
- (a) electronic mail to your last known e-mail address in our records;
  - (b) short message system (SMS) to the mobile number recorded in the Bank's system
  - (c) post (registered, AR registered, ordinary or otherwise) or delivered by hand or left at your last known address in our system;
  - (d) posting the notice or communication on our official website at [www.uob.com.my](http://www.uob.com.my);
  - (e) facsimile to your last known facsimile number in our records;
  - (f) communicated to you by insertion in any Statement of Account which we send to you.
- 34.2. 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 (3rd) day (including the day of posting) from the date it is posted;
  - (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.

- 34.3 We also reserve the right to serve on you any notice in connection with the Card Account 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.
- 34.4 Changes in contact details: -
- (a) You and/or your Principal Corporate Member 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 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 or Principal Corporate Member to notify us of a change in your Information resulting in the delay or the non-delivery of any Statement of Account, correspondence and/or notice will not prejudice our rights and entitlements under the terms and conditions in this Agreement.

### **35. RETENTION OF YOUR RECORDS**

You agree that we are not obligated to maintain any records of your Commercial Charge Card Account, including but not limited to the Commercial Charge Card 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.

### **36. SERVICE OF LEGAL PROCESS**

The service of Legal Process in connection with a claim arising from or connected with this Agreement can be affected on you by way of ordinary mail sent to your address last known to us. Such service shall be deemed good and sufficient service on you after the expiration of 3 Business Days from the date of posting.

### **37. CIRCUMSTANCES BEYOND OUR CONTROL**

If we are unable to perform any of our obligations under this Agreement, or carry out any operations or provide any service due to any reason beyond our control, including: –

- (a) fire, earthquake, flood, epidemic, natural disaster, accident, riot, civil disturbances, industrial disputes, acts of terrorism, embargo, war, act of God;
- (b) any failure or disruption to telecommunications, internet, electricity, water, fuel supply; or
- (c) any circumstance in the nature of a force majeure (an unforeseeable event that prevents us from performing our obligations under this Agreement), we will not be in any way liable for any failure of performance or for any inconvenience, loss, injury, and damages suffered or incurred by you directly or indirectly as a result of such failure to perform.

### **38. TIME**

Time will be of the essence in this Agreement.

### **39. WAIVER**

A failure to exercise, or a delay in exercising, any right, power, privilege or remedy by us will not be deemed as a waiver, and nor will a single or partial exercise of any other right, power, privilege or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

### **40. SEVERABILITY**

The invalidity or unenforceability of any provisions will not affect the underlying intent of this Agreement, and the invalid or unenforceable provision will be severable, and will not affect the validity or enforceability of the other terms and provisions, which will remain in full force and effect.

### **41. PRESERVATION OF RIGHT AND ENTITLEMENT**

Our rights and entitlements under this Agreement will remain in full force and effect, and will survive any cancellation, revocation or suspension of the use of the Card.

### **42. CHANGE IN CONSTITUTION**

The terms and conditions in this Agreement will continue to be valid and binding for all purposes, despite a change in our or your constitution, if a corporation by amalgamation, consolidation, reconstruction, merger or otherwise, and if an individual, by death.

### **43. ASSIGNMENT**

We may assign all or any of our rights, title and interest under this Agreement to any person or corporation. You must not assign any of your rights and obligations under this Agreement.

### **44. LAW**

This Agreement will be governed by and construed in accordance with Malaysian law, and you irrevocably: –

- (a) submit to the non-exclusive jurisdiction of the courts in Malaysia;
- (b) waive any objection on the ground of venue or forums non convenience or any similar ground; and
- (c) consent to service of Legal Process in any other manner permitted by this Agreement and/or any relevant laws.

### **45. SUCCESSOR BOUND**

This Agreement will be binding on your heirs and personal representatives and our assigns and successors in title.