

## TERMS AND CONDITIONS GOVERNING ISLAMIC ACCOUNTS AND SERVICES

### (Individual Customers)

This document sets out the general terms and conditions of the accounts and services we may agree to provide to you from time to time. These terms and conditions are binding on you therefore it is important that you read and understand this document. Please refer to Part J (Meaning of Words) for the definitions of some words used in this document.

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**PART A. INTRODUCTION****1. THESE TERMS AND CONDITIONS**

- 1.1 By applying for or using any Islamic Account or Service, you agree that you shall comply with all of the terms and conditions set out herein ("Terms and Conditions"). You are deemed to have already read, understood and accepted every Terms and Conditions.
- 1.2 These Terms and Conditions and amendments made to them from time to time shall apply to:-
- (a) any Account and Service you currently have with us;
  - (b) any Account and Service we may provide you with from time to time; and
  - (c) every time you make use of the Accounts and Services.

**PART B. SHARIAH CONTRACT**

Any Deposit made into the Account shall be placed on the basis of Shariah contract of *Qard* (loan) or *Tawarruq* (monetization). However, you agree that we may and subject to Shariah requirements, due to (inclusive but not limited to) any change of laws and regulations, change the underlying Shariah contracts of the Account(s), by giving twenty one (21) calendar days' notice to you, either through your Statement of Account or by posting on our official website at [www.uob.com.my](http://www.uob.com.my) or at our branches, or in any manner that we choose and deem fit.

**2. QARD****2.1 Islamic Contract of Qard**

- (a) Under the contract of *Qard* (loan), you as lender, Deposit with us as borrower whereby under the loan contract we have the right to utilise any all or any part of the Deposit in the Account for our Shariah compliant activities and transactions.
- (b) We may at our sole and absolute discretion, reward you with *Hibah* (gift). Such *Hibah* granted in the past or to be given is not construed as an indicative or prospective rate of return, a guarantee or a binding promise that *Hibah* (gift) will be granted to your Account.
- (c) Subject to these Terms and Conditions, we as borrower guarantee payment of the whole sum standing to the credit of the Account upon demand.
- (d) We as borrower are entitled to any benefit or revenue gained from the amount of money borrowed.

**3. TAWARRUQ****3.1 Islamic Contract for Tawarruq**

The *Tawarruq* (monetisation) arrangement, consist of two sale and purchase contracts. The first involves the sale of Commodity from you to us on a deferred basis. Then followed by us selling the Commodity to third party on cash and spot basis.

**3.2 Commodity Trading**

In line with Clause 3.1, the commodity trading transaction shall involve the following steps:

- (a) You shall purchase Commodity at price equivalent to your Deposit amount from commodity suppliers ("**Purchase Transaction**"),
- (b) You will then sell the Commodity to any buyer or to us at the Selling Price (which include the agreed Profit calculation) based on *Murabahah* (cost plus sale) ("**Sale Transaction**") payable in cash on the agreed tenure or maturity date.

3.3 You acknowledge that when we are unable to execute the Commodity Trading on the same day, it will cause your Deposit to be held by us on incidental *Qard* (loan).

3.4 The Commodity used for the Purchase Transaction and Sale Transaction is Crude Palm Oil (CPO) or any other approved Commodity posted on our official website at [www.uob.com.my](http://www.uob.com.my) or at our branches.

3.5 The above Purchase Transaction and Sale Transaction are evidenced by ownership certificates or internal records retained by us and available for your viewing if required. The transactions will be executed in sequence, and in the absence of your prior request as described in Clause 3.10 below under the dual *Wakalah* (agency) arrangement you are deemed to have authorised us to proceed with the Sale Transaction without any further notice to you.

**3.6 Wakalah Appointment (Agent)**

For the purpose of Commodity Trading in Clause 3.2, you agree to appoint us as your Agent under dual agency arrangement for the following purposes:

- (a) buying Commodity from suppliers and selling the Commodity to buyers on your behalf during the Purchase Transaction,
- (b) selling the Commodity on your behalf to any buyer or to us as a principal buyer at a Selling Price based on *Murabahah* during the Sale Transaction, and
- (c) following your initial appointment of us as your Agent, every subsequent new Deposit placement or renewal of Deposits for a new tenure shall constitute our new appointment as your authorised Agent to do as stated in Clause 3.4(a) and (b) above.

- 3.7 We acting as your agent shall:
- (a) look after your best interest and act in good faith in conducting the Commodity Trading,
  - (b) be authorised to delegate the rights and duties as Agent to any third party to do all acts necessary for the completion of the required Commodity Trading, and
  - (c) entered into the Commodity Trading by us in your name on a fully undisclosed basis.
- 3.8 Our appointment is limited to act only as your Agent to the Commodity Trading and will not assume, or be deemed to have assumed, any additional obligations or having any special relationship with you other than those for which specific provision is made in these Terms and Conditions.
- 3.9 You shall not revoke our appointment as your Agent as long as your Account remains available. Our appointment as your Agent shall cease immediately upon closure of your Account.
- 3.10 **Delivery of Commodity**
- (a) Each party acknowledges that the Commodity shall be capable of physical delivery. Any request for the physical delivery of the Commodity shall be made by providing us your prior written request during normal hour of Business day.
  - (b) If you intend to take physical delivery of the Commodity with prior notice to us, arrangements for the delivery is to be made directly with Commodity Platform provider or Commodity trader subject to the fulfilment of their terms and conditions for such delivery including any arrangement for logistics, insurance and other applicable costs.
- 3.11 **For Savings & Current Account**
- (a) For savings and current Account based on *Tawarruq* arrangement, the tenure (in days) is computed from your Deposit placement day (Tenure Effective Date) to the month end (Tenure Expiry Date). The Tenure Effective Date shall be:-
    - i) Day 1 after the Tenure Expiry Date; or
    - ii) On Account opening date; or
    - iii) Where there is net Deposit (after deduction of your withdrawals) on any particular day.
  - (b) Net Deposit Amount is calculated from your total Deposit less your total withdrawals for the day which resulted in a positive Deposit position in your Account.
  - (c) Accrued Profit that is credited on the Tenure Expiry Date is considered as settlement of remaining Selling Price (after your withdrawals) for sale transaction(s) that has been contracted earlier during the tenure.
  - (d) Upon your Deposit in your account that resulted in a Net Deposit position, we as your appointed agent will purchase the Commodity as follows:
    - (i) Commodity Trading will be done on a daily basis during trading days from Mondays to Sundays with our Commodity Platform or appointed Commodity brokers;
    - (ii) Commodity Trading shall be performed based on your end-of-day Account balance on each start of the month or any subsequent Net Deposit on any single day for the value maturing at the end of the month;
    - (iii) The Purchase Price based on your Deposit amount shall exclude any cheque floats;
  - (e) For Account where Net Deposit is subjected to an agreed minimum balance, the following applies:
    - (i) Commodity Trading will only be transacted once your end-of-day balance on the start of the month is equal to or more than the agreed minimum balance;
    - (ii) If Commodity Trading is transacted on the start of the month, the Profit will only be paid based on the lowest balance throughout the month;
  - (f) Any amount paid by us in excess of your Deposit amount before the completion of the Commodity Trading is deemed as *Hamish Jiddiyah* (Security Deposit) to secure our undertaking as your agent to complete the Commodity Trading on your behalf. Once Commodity Trading is performed, the security deposit becomes part of payment of the Profit due to you.
- 3.12 **Profit Rate/Profit Payment:**  
**For Islamic Fixed Deposit**
- (a) Profit on the Islamic Fixed Deposit Account is paid based on the Profit rate as mutually agreed upon. The prevailing Profit rate is available at the branches or accessible through our website at [www.uob.com.my](http://www.uob.com.my). For any change of prevailing Profit rate, such change is displayed at our branches or advertised by any other mode which we may deem fit and will be applicable for new placements.
  - (b) The calculation of Profit on the Islamic Fixed Deposit Account shall be based on the tenure of your deposit in the Islamic Fixed Deposit Account. The formula for the Profit calculation is as follows:  
$$\frac{\text{Purchase Price} \times \text{Contracted Profit Rate ("CPR")} \times \text{No. of Days}}{\text{number of days in a calendar year}}$$

*Note: the base number of days in a calendar year may vary depending on the currency*

- 3.13 **For Savings & Current Account**
- (a) Profit on the Islamic Savings and Current Account is paid based on the prevailing profit rate according to the individual product. The prevailing profit rate is available at the branches or accessible through our website at [www.uob.com.my](http://www.uob.com.my). For any change of prevailing profit rate, such change is displayed at our branches or advertised by any other mode which we may deem fit and will be applicable for new placements.
  - (b) Commodity Trading will be conducted based on the following scenarios :
    - i. The start of each month based on your end-of-day account balance
    - ii. Each new placement for a new Islamic Savings or Current Account
    - iii. The Net Deposit Amount in your Account where your total Deposit for the day exceeds your total withdrawals or previous day account balances
  - (c) The Commodity Trading will be conducted based on the highest profit rate tier according to each product, where applicable.
  - (d) Any withdrawal of your Deposit, either fully or partially, before the end of the month or placement tenure is subject to you granting us *Ibra'* (Rebate). For products with tiered profit rate pricing, the difference between the highest profit tier rate and the prevailing rate is subject to you granting us *Ibra'*.

## PART C. OPERATING THE ACCOUNTS

### 4. DEPOSITS

#### Amounts

- 4.1 The minimum initial Deposit required for opening of the Account and the minimum balance shall be such amounts determined by us from time to time.
- 4.2 If any minimum balance requirement applies to an Account:-
- (a) we may, but need not, act on any instruction or transaction or provide or allow the use of any Account or Service if by doing so, the Account balance would fall below the minimum balance required;
  - (b) and the Account is at or below the minimum balance:-
    - (i) we do not need to act on any instruction or provide or allow the use of any Account or Service (available for that Account);
    - (ii) we may charge a fee and debit this fee from the Account;
    - (iii) we do not need to pay Profit on the Account; and
    - (iv) we may close the Account.
- 4.3 A Deposit includes any deposit made in cash, electronic fund transfer, by telegraphic transfer or cheque or other instrument which is placed with us by any means including over the counter, at branches or through the use of any Service.
- 4.4 When you make a Deposit:-
- (a) the Deposit must be placed by such mode or manner as we prescribe from time to time,
  - (b) you agree that all cash deposited may not be drawn on until it has been received by us and deposited into the Account in particular foreign currency cash deposits, will be subject to verification;
  - (c) we may (but is not obliged to) give immediate credit for cheques, drafts and all other instruments deposited into the Account. However such Deposits shall not be available for withdrawal until the proceeds have been received by us..
- 4.5 We can refuse to accept a Deposit if:-
- (a) the currency is not acceptable to us;
  - (b) the payee's name is not identical to the account name; or
  - (c) the cheque or other instrument is payable to a third party or appears to belong to someone else.
- Notwithstanding the above, we may accept or refuse any Deposit and need not give you the reason for our acceptance or refusal.
- 4.6 Deposit slips accompanying cash deposits are not valid receipts unless machine validated or initialled by our officer with the Bank's stamp. If the deposit slip contains error or omission we may amend the deposit slip and our amended version is conclusive for all purposes. You should keep transaction records so that you can verify entries in Statement of Account.
- 4.7 All cheques deposited are received by us solely as agent for collection, and we assume no responsibility for:-
- (a) any non-payment or losses to you resulting from any inability on our part to collect, whether resulting from any payment restrictions or any laws or regulations of any country(ies) in which the cheques are cleared/collected; or
  - (b) any strikes, or any default, neglect or insolvency of any correspondent or paying bank or any agent or sub-agent; or
  - (c) any cause(s) beyond our control.
- If you request, dishonoured cheque(s) may be returned by post to you at your own risk and expense.
- 4.8 Deposits may not be transferred, assigned, pledged, charged or otherwise encumbered or given by way of security to any party except in our favour or with our prior written consent.
- 4.9 If we agree to accept a Deposit:-
- (a) you must reimburse us with the required amount and we may debit the Account:-
    - (i) if the actual amount received by us is less than the amount recorded as credited to the Account;
    - (ii) if the cheque, draft or other instrument to effect the Deposit is dishonoured;
    - (iii) if the correspondent paying bank, financial institution or any agent or sub-agent claims a refund or repayment of such amount for whatever reason (whether or not disputed); and
    - (iv) if required by any applicable law;
  - (b) and if the amount recorded as deposited is different from the actual amount received, we may, revise any document relating

to the Deposit including any deposit slip (whether machine validated or not) and your statements of account.

#### **Receipt of Deposit And Clearance**

- 4.10 When a Deposit is made by cheque or other non-cash payment instrument, the value date will commence only upon actual receipt of the proceeds from the issuing bank. Any Confirmation Advice issued by us pursuant to the placement of the Deposit is subject to the cheque or payment instrument being honoured and the proceeds received by us, and until the proceeds are received by us, the Confirmation Advice will not be binding on us. If the cheque or the non-cash payment instrument is dishonoured, we reserve the right to cancel the purported placement and the Confirmation Advice will be void with immediate effect.
- 4.11 Clearance times for different types of Accounts, cash, cheques or other instruments may vary. If Deposits are made after the specified cut-off times, they may not be processed until the following Business Day.
- 4.12 We receive all cheques or other instruments solely as agents for collection therefore, we will not be responsible for any non-payment or Loss incurred in connection with the cheque or other instrument.
- 4.13 We will not assume any responsibility for any delay, non-payment or Losses to you if we cannot collect for any reason including:-
- (a) payment restrictions being imposed by any law, regulation and practice of the country from or through which payment is made or which apply to you;
  - (b) any strike, default, neglect or insolvency of any correspondent or paying bank or financial institution or any agent or sub-agent; and/or
  - (c) any cause beyond our control.

#### **Dishonoured Cheque**

- 4.14 If you request for a dishonoured cheque to be returned, you agree that we may (even though we are not obliged to do so) return it by any means we select, at your risk and expense. We reserve the right to debit or revise such credited amount from the Account if:-
- (a) the cheques, drafts and such other payment instruments to effect the Deposit is dishonoured;
  - (b) in the event that the payment received by us on such cheques, drafts and such other payment instruments is less than the amount credited into the Account; or
  - (c) even after we received payment, if the correspondent paying bank or any agent and sub-agent should at any time claim refund or repayment of such amount on any ground(s) (whether or not disputed), including without limitation the ground that the cheque, draft, money order, telegraphic transfer or other payment instruction or instrument was void, invalid or fraudulently issued, or in any other circumstances whatsoever resulting in the amount of such cheque, draft, money order, telegraphic transfer or other payment instruction or instrument or any part thereof being subject to an actual or potential claim for repayment or refund by any party.

#### **Collection Points**

- 4.15 You must not Deposit cash or bearer cheques into cheque collection boxes or machines. If a Deposit is made this way, it is made at your own risk and we will not be responsible for any Loss incurred as a result.

#### **Pledge Of Deposits**

- 4.16 No moneys in any Account may be transferred, assigned, pledged, charged or otherwise encumbered or given as security to any one and you undertake not to do so except to us or with our prior written agreement.
- 4.17 You authorise us to accept the proceeds of all cheques, bills of exchange, drafts, promissory notes or deposits which are made payable to or are for the credit of any one of the Account holders and to pay such proceeds in accordance with these Terms and Conditions if such proceeds are received by or deposited with us in relation to the Account.
- 4.18 You authorise and consent for the Bank to utilise any moneys in the Account which are pledged to or earmarked by the Bank for Shariah compliant purposes as the Bank deems fit.

#### **Accounts In Trust**

- 4.19 If the Account opened in your name is "in trust" or "as nominee" (or having similar meaning), you agree and represent to us that:-
- (a) you are authorised to open and deal with the Account and transact with us;
  - (b) you will operate and deal with the Account solely for the benefit of the beneficiary to the Account and according to the terms of the trust or nominee arrangement and any applicable law;
  - (c) we do not have to enquire into your operation of and dealings with the Account or whether it is according to the terms of the trust or nominee arrangement and any applicable law; and
  - (d) you will indemnify us against any Loss in respect of the operation of and dealing with the Account.

#### **Fees and Charges**

- 4.20 You may have to pay fees and charges for the use of the Account and Services. The current rates on fees and charges will be made available to you at our branches, official website at [www.uob.com.my](http://www.uob.com.my) or upon your request.
- 4.21 A fee is payable if the Account is closed within three (3) months of its opening. The charge will be deducted from the Account before monies in the Account is paid to you upon closure.
- 4.22 You shall be liable to pay all costs, charges, disbursements, fees and expenses (including but not limited to our legal fees) in connection with or incidental to the Account including the enforcement of or preservation of any of our rights under the Account.
- 4.23 You shall ensure that there shall be sufficient funds in the Account at all times for all payments including any fees and charges due from you in connection with the Account and you authorise us to debit such payments from the Account as and when it becomes due.
- 4.24 We may vary or revise any fees and charges imposed on the Account by giving twenty one (21) Days' prior notice.

**Inactive/ Dormant Account/ Unclaimed Moneys**

- 4.25 Account with no credit and/or debit transaction (other than credit and/or debit transaction conducted by us for the purposes of crediting *Hibah*(if any)/Profit into the Account or debiting for fees and/or charges payable by you to us) for a period of twelve (12) months will be deemed as dormant account.
- 4.26 An annual service fee shall be imposed and deducted from the Account so long as it remains dormant until the remaining credit balances are classified as unclaimed moneys. If the balance in the Account is equivalent or less than the annual service fee, we provide you with written notice debit the entire balance in the Account as service charge and close the Account in accordance with the Applicable Law.
- 4.27 For Account which has been classified as dormant pursuant to Clause 4.25, no credit and/or debit transaction (other than credit and/or debit transaction conducted by us for the purposes of crediting *Hibah*(if any)/Profit into the Account or debiting for fees and/or charges payable by you to us) on the Account shall be allowed unless and until the Account has been reactivated pursuant to Clause 4.28.
- 4.28 To activate a dormant Account, you must initiate the following at any of our branches:
- (a) a cash withdrawal, subject to the verification of your identity; or
  - (b) a cash deposit, subject to the verification of your identity electronically via the identity card reader.

**5. WITHDRAWAL**

- 5.1 Different Accounts may have different modes and manner in which a withdrawal maybe made. Any particular mode or manner of withdrawal may be changed or terminated by us at any time, upon notice to you.
- 5.2 We may from time to time, change or terminate any mode of withdrawal for any Account and if it applies to you, we will inform you of such change or termination.
- 5.3 The amounts in the Account are payable at our branch where the Account is maintained, or if we agree, at our other branches.
- 5.4 The minimum withdrawal amount per transaction shall be determined by us.

**When You Make A Withdrawal**

- 5.5 You are responsible to ensure:-
- (a) all withdrawal are made according to the mode, manner and on conditions we specify for the Account including using the required Account withdrawal forms;
  - (b) all withdrawal Instructions are accurate and complete;
  - (c) you give us all documents and information we may need to act on the withdrawals;
  - (d) there are sufficient funds in the Account for all withdrawals and that the Account on which cheques are drawn is not closed or changed;
  - (e) the payment of cheque is not stopped;
  - (f) withdrawal instructions are not varied or cancelled;
  - (g) you act in a manner that would prevent, and not facilitate or cause, any alteration or forgery or use of counterfeit or mutilated cheques; and
  - (h) withdrawal Instructions are not made by the use of erasable ink or typewriters or other equipment with built-in erasure features, or by the use of cheque writers or franking machines;
- 5.6 All Instructions to withdraw are irrevocable and binding on you. You acknowledge that you will be liable for all withdrawals including withdrawal Instructions:-
- (a) regardless of whether the Account is in credit or otherwise;
  - (b) where the signature on the face of it appears to be similar to the signature in the operating mandate;
  - (c) where the Authorisation on the face of it appears to be similar to the Authorisation in the operating mandate;
  - (d) in respect of a passbook Account, made by someone who produces the passbook together with instructions which appear to be signed in accordance with the operating mandate; and
  - (e) given using an ATM or any Service.
- 5.7 We may:-
- (a) refuse to act on any withdrawal Instruction:-
    - (i) which is not made according to the mode, manner or conditions specified for the Account;
    - (ii) if we do not receive all documents and information we need to act on the withdrawal including any identification document;
    - (iii) if the funds in the Account are insufficient;
  - (b) if we receive multiple withdrawal Instructions, determine the order in which to deal with the Instructions without referring to:-
    - (i) the date the Instruction was executed;
    - (ii) the time of our receipt of the Instruction; or
    - (iii) you or any Authorised Person.
- 5.8 The clearance times for different types of Accounts, or the mode or manner in which withdrawals may be made may vary. If withdrawals are made after the cut-off times we specify, they may not be processed until the following Business Day.

**Foreign Currency Withdrawals**

- 5.9 Withdrawal will be subject to:-
- (a) minimum amount per transaction as determine by us;
  - (b) payment by you of applicable fees; and
  - (c) any other conditions as we may impose which deem necessary,

and paid by means of cash, cable payments, telegraphic or electronic transfer, or by issuing drafts or in any other mode or manner we may decide.

- 5.10 All withdrawals made over the counter must be in Ringgit Malaysia regardless of whether the Account is denominated in Ringgit Malaysia or not.

#### Telegraphic Transfer

- 5.11 You may apply for a telegraphic transfer to be made only if:-
- (a) we agree to your application;
  - (b) the minimum amount or maximum amount for telegraphic transfer is met; and
  - (c) you pay all fees required for the telegraphic transfer including fees for conversion of the currency into the currency of the destination country.
- 5.12 If we are unable to effect the telegraphic transfer, we will not refund you the fees paid unless the failure was solely and directly caused by something we did or failed to do.

#### Standing Payment Instruction

- 5.13 You may apply to set up direct debit or regular/periodic payments if permitted for the Account. We may, by informing you in writing, cancel or stop the direct debit or regular/periodic payment arrangement if the arrangement no longer complies with the terms of the payment authority signed by you or if required by law.

#### Stopping A Withdrawal

- 5.14 (a) Withdrawal Instructions cannot be varied or cancelled if we have acted on them. We will try to stop a transaction when instructed but we will not be responsible for any loss you incur if we cannot do so;
- (b) Cheque or cashier's order: if you want us to dishonour any cheque or cashier's order you must give us written Instructions. We will try to stop a cheque or cashier's order but we will not be responsible if there is not enough time to act or if the cheque or cashier's order has already been honoured.

#### Fees

- 5.15 A fee will be payable on each cheque returned or on any withdrawal or payment Instructions including GIRO or standing order Instructions rejected due to insufficient funds.

## 6. INSTRUCTION

#### Operating Mandate

- 6.1 All instructions given by you or any Authorised Person are irrevocable and binding on you.
- 6.2 To operate or use any Account or Service, you must give us:-
- (a) all information about yourself and all Authorised Person; and
  - (b) the operating mandate which sets out who has the authority to operate the Account or Services:-
    - (i) if you have appointed more than one Authorised Person; and
    - (ii) if the Account is a joint Account.

#### Change of Operating Mandate

- 6.3 You must give us Instructions in writing when you want to change or cancel the operating mandate or when you or any Authorised Person wants to change any signature. We are entitled to a reasonable period of time, of not less than seven (7) Business Days from receipt to process the change or cancellation after we have accepted your Instructions.
- 6.4 We may act on the operating mandate that is currently in force:-
- (a) while the change of operating mandate is being processed; and
  - (b) if any cheque or other instrument is dated before, but presented after we have processed the change of mandate unless you instruct us to stop payment on it.

#### Forms of Instructions

- 6.5 Although you or the Authorised Person must give us instructions in writing, we may accept Instructions given in any other manner such as by facsimile, orally, telephone, through our UOB Personal Internet Banking, UOB Business Internet Banking, or Services provided we have received such documents as we may require for Instructions to be given in such a manner.

#### When You Give Us Instructions

- 6.6 You are responsible for:-
- (a) the accuracy and completeness of all Instructions;
  - (b) ensuring that your Account has sufficient funds for us to carry out any Instruction;
  - (c) making sure that you and each Authorised Person:-
    - (i) only use the same signature for all Accounts;
    - (ii) follow our Instructions in connection with the Accounts and Services and comply with all Applicable Laws; and
    - (iii) give us all information and help we may need for us to comply with our obligations under all applicable laws in any matter relating to your Account and use of the Services.
- 6.7 We shall be entitled to refuse to accept or act on any Instructions, whether for a withdrawal or any other transaction or any matter relating to the Account, if:-
- (a) we are unable to verify your identity or the identity of any Authorised Person to our satisfaction;
  - (b) we have any doubt on the authenticity, clarity or completeness of the Instructions;
  - (c) the form or content of such Instructions is not in accordance with the requirements or policies or practices as we prescribed from time to time;
  - (d) the Instructions is not in accordance with the mandate for the time being in effect in respect of the operation of such Account;

- (e) we believe or suspect that the instructions are unauthorised fraudulent or forged;
  - (f) the signature on the instructions differs from the specimen signature in our records;
  - (g) it results in the Account being overdrawn;
- and we shall not be liable to you as a result of such refusal.

6.8 Notwithstanding the above, we may:-

- (a) act on any Instruction we believe in good faith has been given by you or any Authorised Person according to the operating mandate;
- (b) act on incomplete or unclear Instructions if we reasonably believe we can correct the information without referring to you or the Authorised Person. Otherwise, we may refuse to act on incomplete or unclear Instructions;
- (c) if we receive conflicting or multiple Instructions, determine the order of acting without referring to you or the Authorised Person;
- (d) from time to time specify additional conditions for accepting Instructions;
- (e) at any time change or implement new security procedures or features we may think are necessary; or
- (f) require you or any Authorised Person to confirm any Instruction in any manner we think is necessary.

#### **Death**

6.9 Any cheque or other instrument presented or any Instruction received after we have notice of your death or an Authorised Person's death will not be honoured or acted upon regardless of the date of the cheque, instrument or Instruction.

#### **Bankrupt or Incapacitated**

6.10 If you become bankrupt or lack capacity, we may freeze or suspend operations on the Account and refuse access to the funds in the Account without being responsible for any Loss thereby incurred by you, your successors or anyone else, until we receive to our satisfaction, evidence of the person(s) who have the legal authority to operate the Account.

#### **Joint Accounts**

6.11 If you have a joint Account:-

- (a) each of you will be bound by these Terms and Conditions and jointly and severally liable for all Liabilities;
- (b) you need to give us the Account operating mandate. If you do not give us the operating mandate, then any one Account holder or its Authorised Person, as the case may be, may operate and use the Account and Services;
- (c) we will rely on all Instructions given in accordance with (b) above. All Instructions received and acted upon by us are irrevocable and binding on each of you jointly and severally;
- (d) the doctrine of survivorship shall apply to any Account opened in joint names of more than one person; and
- (e) with a minor below the age of eighteen (18) years, the parent or the legal guardian shall be the primary Account Holder.

6.12 We will be entitled:-

- (a) to act on any instruction from any one Account holder or any Authorised Person:-
  - (i) to effect or stop payment or ignore any Instructions given. Withdrawal Instructions cannot be varied or cancelled unless we agree to the variation or cancellation which may be on such conditions as we require. We will try to stop a transaction when instructed but we will not be liable for any Loss you incur if we are not able to do so;
  - (ii) to change any mailing address; and
- (b) to credit your joint account with funds payable to any one or more of you.

6.13 If:-

- (a) in our opinion, the Instruction received contains inconsistent, unclear or conflicting terms; or
- (b) we receive Instructions to close any Account; or
- (c) we become aware of any dispute;

we may refuse to act on such Instruction or to provide or allow the use of any Account or Service.

#### **Termination of Joint Account**

6.14 If a joint Account is terminated, we may use the balance in the joint Account to off-set any part of (or all) Liabilities incurred on the joint Account and return any remaining balance by way of cheque in favour of all Account holders;

#### **Death Of Joint Account Holder**

6.15 If a joint Account holder dies (except in the case of joint Accounts designated as trust or executors' accounts):-

- (a) the surviving Account Holder obtains on the face of it, title to the Account and may give Instructions on the Account; but, if we choose to, we may take such steps we deem appropriate including paying the credit balance in the Account into a court of competent jurisdiction to comply with the relevant legislation prevailing at such time and our prevailing policy;
- (b) being the primary Account Holder, before the surviving Account Holder as a minor attains the age of eighteen (18) years, the Account shall be frozen and matters pertaining to the Account shall be referred to the personal representative of the primary Account Holder's estate; and
- (c) the obligations of the surviving Account holder and our rights (including any lien or right of set-off) are not affected.

6.16 Any payment we make to the surviving Account holder or to a court of competent jurisdiction will discharge our obligations to all the Account holders and their personal representatives and successors.

#### **If a Joint Account holder is Bankrupt or Insolvent or Lacks Capacity**

6.17 If any joint Account holder becomes bankrupt, insolvent or lack capacity, we may freeze or suspend operations on the Account and refuse access to the funds in the Account (without being responsible for any Loss thereby incurred by the Account holders) until we receive in the form we require, evidence of the person(s) who have the legal authority to operate the joint Account. Thereafter, the joint Account can be operated or closed only by the joint signatures of the person(s) who has the legal authority to represent the bankrupt or the person(s) lacking capacity and the other Account holders.

6.18 We will determine if any person is bankrupt or lacks capacity and our determination is final.



**PART D. GENERAL SERVICES****7. CARD SERVICES**

- 7.1 We may issue you Card solely for your convenience in operating an Account but we do so only on the understanding that we would not be liable for any defect in goods or unsatisfactory services paid for or any Services carried out with any Card.
- 7.2 We may:-  
(a) charge a fee for each use or replacement of the Card the details of these fees as stated in our website;  
(b) allow the Card to be used with one or more Accounts;  
(c) because the Card is our property, ask you to return us the Card at any time in which case, you must promptly cut it in half (for your protection) and return it to us;  
(d) withdraw the use of or cancel the Card;  
(e) suspend the use of the Card without notice to you; and/or charge any fees and/or charges for any Services or action taken by the Bank in connection with the Account and/or Card.
- Card For Joints Accounts**
- 7.3 If you have a joint Account, the Card may be issued to any joint Account holder and/or Authorised Person who can operate the Account alone.
- 7.4 Unless all Card issued for the Account have been returned to us, your Account may continue to be debited even though the joint Account operating mandate is changed or cancelled.
- 7.5 Upon issuance of the Card, the PIN will be issued to you. All transactions effected through the use of PIN and the Card is irrevocable and binding on you.
- 7.6 The Card with the Islamic Account tagged as the principal account should not be used at non-halal merchants categorized by Merchant Category Code.
- Debit Mastercard Terms and Conditions**
- 7.7 The Card cannot be transferred to another person, and must be used only in accordance with these Terms and Conditions and the UOB Debit Mastercard Terms and Conditions including any amendments to such terms and conditions, as implemented from time to time shall be deemed to be incorporated in these Terms and Conditions. In the event of any conflict between the UOB Debit Mastercard Terms and Conditions and these Terms and Conditions pertaining to the savings or current Account, these Terms and Conditions shall prevail.

**8. CALL CENTRE SERVICE**

- 8.1 The Call Centre Service is the service through which you and the Authorised Person may perform banking transactions and obtain information and services from us via the telephone or other equipment.
- Instructions Given Through Call Centre Service**
- 8.2 Your Instructions, when given through the Call Centre Service, are irrevocable and binding on you. You must comply with the limits we specify for transactions performed using the Call Centre Service.
- 8.3 Instructions received through the Call Centre Service after the specified cut-off times or on non-Business Day may be processed on the following Business Day.
- UOB Phone Banking Service Terms And Conditions**
- 8.4 In addition to these Terms and Conditions, 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 these Terms and Conditions. You can view the UOB Phone Banking Service Terms and Conditions at [www.uob.com.my](http://www.uob.com.my).
- 8.5 You may terminate the Phone Banking Service by giving us 14 days' notice in writing before the termination takes effect.

**9. UOB PERSONAL INTERNET BANKING AND MOBILE SERVICES TERMS AND CONDITIONS**

- 9.1 In addition to these Terms and Conditions, 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 of these Terms and Conditions. You can view the Terms and Conditions Governing UOB Personal Internet Banking and Mobile Services at [www.uob.com.my](http://www.uob.com.my).

**PART E. COMMUNICATION, STATEMENTS OF ACCOUNT AND RECORDS****10. NOTICES AND COMMUNICATIONS**

- 10.1 Notices and communications to you will be sent in the mode and manner we deem appropriate to the last known address, facsimile and/or telephone/mobile phone number or electronic mail address in our records. We may also notify and communicate with you electronically via the Services, through the display of notices at our branches or on our ATMs or website or the Statement of Accounts we send to you.

- 10.2 Unless otherwise expressly provided in writing, any notice, demand, request or communication (other than Legal Process) to you are effective :-
- (a) if delivered by hand to your address, at the time of delivery;
  - (b) if sent by post (registered, AR registered, ordinary or otherwise), on the third (3rd) Day (including the day of posting) from the date it is posted even if it is undelivered or returned;
  - (c) if sent by facsimile transmission, electronic mail, or short message system (SMS), at the time of transmission;
  - (d) if displayed at our branches or on our ATM or posted on our website, on the date of display or posting;
  - (e) if advertised in the newspaper in the newspaper regardless of whether you have actually seen the advertisement, on the date of advertisement;
  - (f) if broadcast via radio or television, on the date of broadcast; and
  - (g) if communicated to you by insertion in any Statement of Account which we send to you, at the time it deemed received.
- 10.3 We will not be responsible for what may happen to notices or communications after they are sent, for example if any notice or communication is delayed, intercepted, lost, fails to reach or is disclosed to any one during transit.
- Communication to Joint Account Holders**
- 10.4 Notices and communications when addressed to or received by any one joint account holder are deemed to be given to and received by all of you.
- When Your Notice and Communication to Us Is Effective**
- 10.5 Your communications to us are effective when actually received by us in a legible form.
- Recordings**
- 10.6 We may record Instructions and other telephone conversations with or without the use of a warning tone device and you agree that such recordings or their transcripts may be used as conclusive evidence of the Instructions and telephone conversations.
- Changes In Contact Details:-**
- 10.7 You must give us your identification and contact details so that we can send you notices and other communications in connection with your Account and the Services.
- 10.8 You must ensure that your identification and contact details are correct and up-to-date at all times. You must promptly inform us of any change to your name, correspondence, mailing or residential address, contact details and gives us reasonable time to effect the change.
- 10.9 If you do not inform us of any change in contact details, you agree that we may, rely on information stated in the application form or as reflected in our records or from any communication purportedly issued from you to us. Such failure on your part 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 these Terms and Conditions.

## 11. STATEMENTS AND RECORDS

- Statements (Account Statements / Passbook Entries / Confirmation Advices) And Records**
- 11.1 We will issue a Statement of Account recording the transaction and balances in respect of the Account by ordinary mail at the end of every month or quarterly intervals or such other intervals as we deem fit.
- 11.2 If there is no activity in the Account, we may not send any statement. If you have opted for statements of account to be made available via electronic means, no statement will be sent by post.
- 11.3 Any request for additional Statement of Account must be made in writing to us and shall be subject to a charge as we deem appropriate upon such request being made. Such charge shall be debited from the Account.
- 11.4 If you have successfully enrolled for our e-statement service, a physical copy of the Statement of Account may still be sent to you upon your request subject to the payment of the prevailing charge to us.
- 11.5 When the Account is jointly held by more than one Account holder, we will only send one Statement of Account to the mailing address specified by the Account holders in writing, in accordance with the mandate for the time being in effect of the operation of the Account.
- 11.6 You should keep all transaction records to enable you to verify entries.
- 11.7 The date appearing on a transaction record may vary from the date appearing on the statement or confirmation advice as transactions completed after cut-off times or on non-Business Days may be processed at a later date
- Your Responsibilities**
- 11.8 You must:-
- (a) carefully check each and all your Account entries in the statement of account (physical or electronic) and confirmation advice for accuracy as soon as you received it;
  - (b) monitor all your Account balances all the time and promptly notify us in writing of any error, omission, irregularity, discrepancy, inaccuracy, or unauthorised transaction in the statement of account within fifteen (15) Days from receipt of the same;
  - (c) sign and return any confirmation slip, including those for auditing purposes; and
  - (d) report to us as soon as possible if you did not receive the Statement of Account within fifteen (15) Days of the expected date of receipt.
- 11.9 If we do not receive a report of any objection within fifteen (15) days after the date of such statement, the confirmation advice or sixty (60) days in the case of electronic funds transfers, it is deemed that you have accepted the same to be correct.

**Reversal**

- 11.10 We reserve the right to adjust, reverse or cancel any entry into the Statement of Account or debit the Account at any such time if we:-
- (a) need to correct any error or omission;
  - (b) are required to return funds wrongfully credited into the Account; or
  - (c) have not received cleared and unconditional funds in full or in time; and any Statement of Account so rectified shall be binding on you.

- 11.11 Any request for additional Statements of Account must be made in writing to us and shall be subject to such charges as we may from time to time impose.

**Retention of Your Record**

- 11.12 You agree that we are not obligated to maintain any records of the Account, including but not limited to the account opening forms, Statement of Account, cheque images, deposit and withdrawal slips, correspondences or documents in relation to the Account, 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.

**PART F. SECURITY****12. YOUR RESPONSIBILITIES****Lost, Stolen Debit Card / Cheque / Cheque Book Disclosed PIN**

- 12.1 You will be liable for all unauthorised transactions on your Account until we receive your notification of the loss or theft of your Card, cheque, cheque book or the disclosure of the PIN and you have established, and we are satisfied that, you have not by your acts or omissions (directly or indirectly) caused or contributed to the occurrence of the loss, theft or disclosure and the loss, theft or disclosure is not due to your negligence, fraudulent act or default.

**Card**

- 12.2 If your Debit card is lost or stolen, your liability will be limited to RM250.00 (or other amount as we decide at any time) for transactions made with the Card prior to us being notified but only if you take all of the following steps:-

- (a) you immediately notify us of the loss or theft;
- (b) you take all reasonable steps to help recover or stop the use of the Card;
- (c) you give us a police report or a legal document called a statutory declaration in the form approved by us and any other document or information we require; and
- (d) you have established, and we are satisfied that, you have not by your acts or omissions (directly or indirectly) caused or contributed to the occurrence of the loss or theft and the loss, or theft is not due to your negligence, fraudulent act or default.

- 12.3 You and each Authorised Person must :-

- (a) take all precaution and reasonable care to prevent loss, theft, fraudulent or unauthorized use of your Card and to immediately report any mislaid, lost or stolen Card to us as soon as possible;
- (b) not operate the Account in a manner which may facilitate or cause, any alteration or forgery nor allow anyone else to use your Card;
- (c) take all reasonable steps to help recover the use of any lost or stolen Card;
- (d) follow-up with us regarding your notification in Clause 12.2 within seven (7) Days from the date that the Card is mislaid, lost or stolen;
- (e) not use the Card to make withdrawals or payments unless there are enough funds in the Account;
- (f) not use or try to use the Card after the Account is closed, or after we tell you that the Card has been cancelled, or after we withdraw the use of the Card;
- (g) provide to us, the information and documents we may need from time to time relating to the use of the Card;
- (h) cooperate with us in any investigation or court proceeding concerning the use of the Card;
- (i) ensure that the Card is not defaced, damaged, bent, modified or tampered with in any way; and
- (j) ensure the Card is used to effect retail purchases and payment of halal goods and services only.

- 12.4 We reserve the right, at any time by giving reasonable prior notice and as determined by us to:-

- (a) impose charges and fees for the use of the Card and for the replacement of a lost or stolen Card;
- (b) ask for the return or retention of the Card because it is our property and you agree to return it promptly at our request;
- (c) allow at your request, any Card to be used or continue to be used in relation to any other account in addition to or in substitution for the Account originally designated by you;
- (d) suspend and/or terminate usage of the Card where the Card is used for the payment of non-halal goods or services.

- 12.5 By accepting the Card and PIN, you agree that you shall indemnify and keep us indemnified against all claims, demand, actions and proceedings which may be made against us and all damages, liabilities, loss and expenses (including all whatsoever legal fees and costs howsoever incurred) which we may incur or suffer directly as a result of the use of the Card or the PIN with or without your authority or due to your negligence, misconduct or breach of any of these Terms and Conditions.

**Cheque/Cheque Book**

- 12.6 Cheques will be supplied by us upon your request for Account offering chequeing Services. Any fees including stamp duties payable on the cheques shall be charged to you and debited from the Account.

You are responsible to:-

- 12.7
- (a) draw cheques in a proper manner which may not facilitate alteration or forgery. The amount in words and figures should be written distinctly and in a way that leaves no space between words or figures or between the amount and the word 'Ringgit' or the 'RM' sign. Any space remaining after the amount expressed in words should be filled with either a line through the space or by writing the word "only";
  - (b) count the number of cheque forms and examine the Account number and serial numbers carefully upon receipt of a cheque book and to report to us immediately in writing for any discrepancy or irregularity found;
  - (c) notify us as soon as possible if you do not receive your cheque book within two (2) weeks from the date of your request for the

- cheque book;
- (d) keep the cheque books and cheques safely and under lock and key at all times and take reasonable care to prevent loss/theft or unauthorized use of any cheque or cheque book;
  - (e) take all reasonable steps to help recover the use of any loss or stolen cheque or cheque book;
  - (f) comply with the terms on the cheque book cover;
  - (g) not to draw or issue any cheque, nor operate the Account in a manner which may facilitate or cause any alteration or forgery;
  - (h) inform us immediately in writing should any cheque books and cheque be misplaced, lost or stolen;
  - (i) provide to us the information and documents we require relating to the use of any cheque or cheque book;
  - (j) cooperate with us in any investigation court proceeding concerning the use of any cheque or cheque book;
- 12.8 You shall be liable for all transactions until we receive your notification of the loss or the theft of the cheque or cheque book and we are satisfied that you have not by your acts or omissions directly or indirectly caused or contributed to the loss/theft and that loss/theft is not due to your negligence, fraudulent act or default.
- You shall:-
- 12.9 (a) make applications for cheque books on the printed application forms, by written request, signed by the Authorised Person supply to us or via PIB;
- (b) complete such forms as we may require for making payments into and withdrawals from the Current Account and ensure that after every payment the deposit slip is machine validated or initialled by an authorised officer of ours with our stamp before leaving the counter. We reserve the right to alter any incorrect items stated on the deposit slip. Records kept by us shall be final and conclusive as against you, unless there is an obvious mistake.
- 12.10 Alterations on cheque even though confirmed by the full signature of you or the Authorised Person will not be allowed. We will dishonour, without liability all cheques with alterations without further reference to you.
- 12.11 We shall not be liable for paying on altered and/or forged cheques where the alterations and/or forgery were made possible by the use of erasable ink, pens or typewriters or any other equipment with built-in erasure features or by the use of cheque writers or franking machines or where the alterations and/or forgery cannot be easily detected or where you have acted or omitted to act in a manner so as to have facilitated such alteration or forgery or use of counterfeit or mutilated cheques.
- 12.12 We may refuse to pay cash on cheques made payable to a company, society, organisation, institution or any other form of business concern.
- Personal Identification Number (PIN)**
- 12.13 You shall take all reasonable steps to ensure and prevent any unauthorised and/or fraudulent use of your PIN at all times. You agree that your PIN is strictly confidential, secret and not to disclose your PIN 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.
- 12.14 You should memorise your PIN and ensure that no written record of your PIN is kept at any place or in any manner which may enable an unauthorised access to or to use your PIN.
- 12.15 You should not use a common PIN, i.e. the last six (6) digits of your identity card number, date of birth or telephone number or that can be guessed easily or one that has been used before. Failure 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, whether or not such transaction or charge is within your knowledge or authority.
- 12.16 If you or the Authorised Person suspect or become aware that:-
- (a) someone else known the PIN;
  - (b) the PIN is lost;
  - (c) there has been unauthorised access to your Account or use of your PIN;
  - (d) there are unauthorised transactions in your Account, or
  - (e) your or any Authorised Person's identification or contact details has been changed;
- you must immediately report to us and comply with the requirements mentioned in Clause 12.2 above. You must also give us any relevant information and reasonable assistance in investigating the matter.
- 12.17 You will be liable for any unauthorised transactions that occurs which are linked to a lost, stolen or misused PIN, unless you have notified us in accordance with Clause 12.16 or you have not acted fraudulently.
- 12.18 Once you have notified us and complied with the requirements in Clause 12.16, we may, at your request, replace the Card and the PIN and re-issue a new Card and a fresh PIN to you, subject to such charges as we may from time to time impose.
- 12.19 We may deactivate or revoke the use of a PIN without giving prior notice.

## **PART G. AVAILABILITY, VARIATION, TERMINATION**

### **13. AVAILABILITY AND VARIATION**

- 13.1 We may at any time:-
- (a) change the operating hours or the time period during which any Account or Service may be available;
  - (b) set or change the frequency or manner of use of any Account or Service (such as, types of transactions, withdrawal or transaction limits, services, features or products); and
  - (c) limit, cancel or suspend the operations or the use of any Account or Service.

We will use reasonable efforts to ensure that the Accounts and Services will be available during the specified times but we cannot guarantee that they will be available and uninterrupted.

- 13.2 **Upgrading and Maintenance**  
We may suspend temporarily the operations of any Account or Service to update, upgrade, maintain or enhance it.
- 13.3 **Suspension of Operations**  
You will not hold us liable for any Loss if we limit, cancel or suspend the operations or the use of any Account or Service whether due to:-  
(a) any force majeure, industrial action, power failure, equipment breakdown or any other cause beyond our control; or  
(b) the unavailability or inaccessibility to your records, the Accounts or Services; or  
(c) any other reason we believe is necessary, desirable or appropriate.
- 13.4 **New, Additional or Enhanced Accounts or Services**  
If we provide and you use any new, additional or enhanced Account, Service or product, the terms and conditions governing the new, additional or enhanced Account, Service or product will be binding on you.
- 13.5 **Change of These Terms and Conditions**  
(a) Subject to Shariah requirements we can at any time, vary, add to, delete or amend these Terms and Conditions by giving you twenty one (21) Days' prior notice, either through your Statement or Account or by posting on our official website at [www.uob.com.my](http://www.uob.com.my) or at our branches, or in any manner that we choose.  
(b) Subject to Shariah requirements we can at any time, amend, modify revise, restrict, increase, suspend, cancel or withdraw all or any facilities, services, benefits and privileges of the Account or Services by providing prior notice to you.
- 13.6 **If You Do Not Accept A Change of These Terms and Conditions**  
If you do not accept the amendments, you must stop using the Account and Services and close the Account within seven (7) Days from the date of notification. If you continue to use the Account or Services, after the change or addition takes place, you are deemed to have accepted and agreed to such change or addition without reservation and the same will be binding on you.
- 13.7 **Conversion of Account**  
We may, by notice to you in writing, convert one type of Account into another type or close any Account maintained at any branch in and transfer that Account to another branch.

## 14. TERMINATION

- 14.1 **Termination by Either Party**  
Either you or we may end our mutual banking relationship by giving each other prior notice in writing in accordance with these Terms. You can close the Account at the branch where the Account is opened and/or maintained by providing written notice in the form and substance acceptable to us.
- 14.2 **Termination By Us**  
Notwithstanding Clause 14.1 above, we may close, withdraw, terminate or suspend the Account and Services as we deem fit with prior notice to you, if:
- (a) the Account is dormant for a continuous period of twelve (12) months and the balance in the Account during that period is RM10.00 or less, with prior written notice to you where we will debit the entire balance in the Account as service charge;
  - (b) you do not follow our instructions in connection with the Account and Services particularly these Terms and Conditions or if in our opinion you do not comply with any Applicable Laws;
  - (c) in our opinion, the Account or any Services is not operated in a proper or regular manner;
  - (d) you, Authorised Person or any joint Account holder, threaten to breach or you have breached any of these Terms and Conditions or any other terms and conditions applicable to you or any other agreement whether relating to the financing or the granting of advances or credit or otherwise;
  - (e) any representation, warranty or undertaking made to us by you is or will become incorrect or misleading in a material respect;
  - (f) you fail to pay on any due date any money which you should be paying to us or if you fail to discharge any obligation or liability owing to us;
  - (g) you pass away or become incapacitated, or mentally unsound;
  - (h) you become bankrupt, insolvent subject to judicial proceedings or allow any judgment to remain unsatisfied for a period of twenty-one (21) Days;
  - (i) you commit any act of bankruptcy, or a petition is presented against you for bankruptcy or are unable to pay your debts, as the case may be, or suspend your debts, as the case may be, or enter into any composition or arrangement with or for the benefit of your creditors, as the case may be;
  - (j) execution or any form of recovery or enforcement action is levied or taken against any of your assets;
  - (k) you transfer or dispose of or intend to transfer or dispose of a substantial part of your assets, as the case may be;
  - (l) in our opinion, there is any change or threatened change in:-
    - (i) circumstances which would materially and adversely affect your financial condition or your ability to perform your obligations under these Terms and Conditions; or
    - (ii) your status as a Malaysian citizen or resident;
  - (m) a notice or proposal for the compulsory acquisition of any of your properties is issued or made under any law;
  - (n) you are blacklisted pursuant to the DCHEQS guidelines or any guidelines issued by Bank Negara Malaysia or any other authority having jurisdiction over us;
  - (o) any of your accounts with us is redesignated or closed by us for any reason whatsoever;
  - (p) you fail to discharge any obligation or liability to us or to any other person;
  - (q) you commit a default in any financing, facility or similar arrangement with any person (including us) which gives the right to the creditor concerned (including us) to demand payment of the financing, facility or arrangement before its due date, to withdraw the financing, facility or arrangement, or to enforce the security for the financing, facility or arrangement;
  - (r) there is a default in the payment of any monies under the account of any other person for whom you are providing security;
  - (s) there is any litigation (whether civil or criminal) arbitration or administrative proceedings pending, on-going or threatened against you;
  - (t) we suspect or have reasons to believe that the Account or Services or any part of it is used for any unlawful and non-halal

activity;

- (u) you have given us untrue, inaccurate, incomplete or misleading information;
- (v) there is any investigation by the police or regulators pending, on-going or threatened against you;
- (w) you have been charged or convicted for any criminal offences or have any criminal records;
- (x) there is any report lodged against you under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001;
- (y) your whereabouts are unknown to us;
- (z) you become a US Person; or
- (aa) we decide that the continuation of the Account could likely be detrimental to our own position; our decision is final and is not subject to query by you.

Our rights are without prejudice to any other rights and remedies against you or anyone else or under any other agreement or arrangement between us.

- 14.3 When any of the events in Clauses 14.1 and 14.2 above happens, we :-
- (a) will not be under any further obligation and/or commitment to you in relation to the Account or Services;
  - (b) may (but are not obligated to) suspend (indefinitely or otherwise) or close the Account or Services, or our relationship with you and all monies then owing to us under the Account will immediately become payable on demand by us;
  - (c) may apply the monies deposited into the Account against any losses arising thereof and/or amounts which you owe us;
  - (d) may apply any of the credit amount in any account you may have with us against any loss arising thereof and/or amounts which you owe to us; or
  - (e) will be entitled to exercise any right or power:-
    - (i) under any of these Terms and Conditions; and
    - (ii) available to us in law;
 without any previous notice to you, unless expressly stated otherwise.
- 14.4 You cannot use the Account or Services for any unlawful activities. If we find, suspect or have reasons to believe that the Account or Services has been or is being used for any unlawful activity, we may take any actions we consider appropriate in order for us to meet any obligation or requirement in Malaysia or elsewhere in the world in connection with the prevention of any unlawful non-halal 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 closing the Account, making reports and taking such actions we may decide as appropriate.
- Your Responsibilities Upon Closure/Termination of Account and Revocation of Service**
- 14.5 Upon the closure of the Account you must:-
- (a) pay all fees, costs, duties, levies and amounts accrued up to date of closure/termination of the Account or revocation of the Service including any fee for early closure of any Account (if such early closure fee is payable);
  - (b) upon closure/termination of the Account or revocation of the Service, return as soon as possible to us, all property belonging to us such as unused cheques, passbook, and the Card immediately;
  - (c) indemnify us accordingly;
  - (d) notify in writing all merchants whom you have authorised to make direct debits on your Account of its closure/termination. We are not liable to pay your merchants under your direct debit authority. If you do not do this, and the merchants continue to be paid under your direct debit authority, we may debit the amounts paid to your other Accounts and recover the same from you.
- 14.6 Your responsibility to pay all fees, costs and amounts accrued up to the date of closure/termination of the Account or revocation of the Service survives the termination of these Terms and Conditions.
- 14.7 If we close/terminate any Account or revoke any Service, any payment obligation we have to you and your personal representatives is discharged if made in cash, draft, cashier's order or in any other manner (including payment into a court of competent jurisdiction). The payment may be sent to you by any means we select, which includes sending a cheque or draft by ordinary post to your last known address in our record.

## **PART H. GENERAL**

### **15 REPRESENTATIONS AND WARRANTIES**

- 15.1 Our acceptance of your application for the opening of the Account is in reliance on the following representation and warranties made by you, all of which must be complied with in all material respects throughout the duration of the Account:-
- (a) you have full capacity and authority to open, maintain, operate all Accounts and Services you currently have or may in future have with us, and to give us all Instructions in connection with the Account and Services and to accept, agree and comply with these Terms and Conditions;
  - (b) no person other than you has an interest in the Account and all Accounts belong to you as principal and not as trustee, agent or nominee unless the Account opened in your name is "in trust" or "as nominee" (or having similar meaning);
  - (c) you will not use any Account or Services for any unlawful activity;
  - (d) except for any security or encumbrance created in our favour, no one else other than you, has or will have any beneficial or other interest in or security or other rights over any Account and/or over any asset (including cash) held by us for you;
  - (e) you have not created any lien, charge, pledge, transfer, assignment or otherwise encumber the monies deposited into the Account or any of your account held with us, whether singly or jointly;
  - (f) that there are no litigation (whether civil or criminal) arbitration or administrative proceedings, pending, on-going or threatened against you;
  - (g) that you have not committed any act of bankruptcy and that no bankruptcy proceedings have been commenced or are being threatened against you;
  - (h) that you have filed all tax returns which you are required by law to file and have paid or made adequate provision for the payment of all taxes, assessments, fees and other governmental charges assessed against you or upon your properties, assets, businesses and incomes;
  - (i) that there has been no change in your financial condition which would materially affect in an adverse way your ability to perform the obligations under these Terms and Conditions;
  - (j) that all the information given by you to us in relation to the Account do not contain any untrue or misleading statement or omit

to state any fact;

- (k) your obligations under these Terms and Conditions are valid, binding and enforceable and will not breach and are not against any agreement, Authorisation or Applicable Law;
- (l) that you are not aware of and have not intentionally withheld any information or fact which would cause us to refuse any Account or Services to you or result in or give rise to the opening of the Account, causing us to breach any Applicable Laws;
- (m) that you are not involved in any illegal and non-halal activities and all monies provided to us are not derived in any way from illegal and non-halal activities;.
- (n) that you are not:-
  - (i) a citizen of any country which is subjected to Sanctions; or
  - (ii) a person listed on any sanctioned persons list published by any government, governmental institutions or agencies, regulator or authority or prepared by the Group; and
- (o) except with our express written consent, no person has or will have any security or other encumbrances over the Account.

15.2 The above representations and warranties shall be deemed repeated whenever you give any Instructions in connection with the Account or Services.

## 16. DISCLOSURE OF INFORMATION

16.1 We have the rights to disclose details of our customers under the law, for example, the Islamic Financial Services Act 2013. Nevertheless under these Terms and Conditions, you consent, authorise and agree that we (including our officers, employees, agents or any other persons to whom we grant access to our records, correspondence or any material relating to you or the Account) can disclose at any time without notifying you beforehand, any information relating to you, your Account with us or the Account to the following:-

- (a) any one or more members of the Group (being our branches, agencies, representatives, officers, affiliates, associated or related corporations and their respective officers servants agent whether in Malaysia or elsewhere) 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, prevention or otherwise in relation to money laundering or any other criminal activities;
  - (vii) debt collection;
  - (viii) outsourcing operations;
  - (ix) performance of duties as an officer of ours or in connection with the conduct of audit or the performance of risk management;
  - (x) facilitating our performance or any member 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 services including, but not limited to, investigating discrepancies, errors or claims;
- (c) any person, whether in Malaysia or elsewhere, engaged by us 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) other banks, financial institutions, credit bureau or credit reference agents (only for credit information) on you or any Authorised Person;
- (g) our auditors and professional advisors including lawyers and Shariah committee;
- (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 receiver or manager and/or receiver or manager appointed by us or by any other party;
- (j) any credit bureau of which we are a member, and any other members and/or compliance committee of such credit bureau;
- (k) any rating agency, takaful company/insurer or takaful/insurance broker or direct or indirect provider of credit protection;
- (l) any actual or potential participant or sub-participant in relation to any of our obligations under financing agreement between you and us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) or any of them;
- (m) for transactions effected or processed with or without your authority in or through the ATM of other banks or financial or non-financial institutions or terminals or other card operated machines or devices we approve, to us, financial institution or non-financial institution, trader or other party accepting the use of the automated teller machine card and their respective agents or contractors;
- (n) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any member of the Group;
- (o) any person to whom we, or any member of the Group, are permitted or required to disclose to under the laws of any country;
- (p) 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);
- (q) any person connected to the enforcement or preservation of any of our rights under these Terms and Conditions;
- (r) to any person who has agreed to provide or is providing security or Collateral for the Account or to us for sums payable and liabilities owing by you;
- (s) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over us; or
- (t) any of the Authorised Person.

16.2 In addition to the above, to effect any payment Instruction accompanying a wire transfer, you give us (including our agents and sub-contractors) consent to disclose:-

- (a) your name;
- (b) your account number/unique reference number;

(c) your address; and any other information required in connection with the payment.

16.3 We may but is not oblige to conduct bankruptcy or credit related searches from any credit reference agencies, database or system in relation to the Account before and at any time after opening of the Account provided you have consented to us carrying out such searches.

## 17. OUR AGENTS

17.1 We may use the services of any bank or agent in any location for collection or other banking services or transaction we provide. Such bank or agent is deemed to be your agent. We shall not be liable for such bank or agent's act or omission or loss, theft, destruction or delayed delivery of any instrument while in transit or in the possession of such bank or agent.

## 18. INFORMATION REQUEST

18.1 You must provide and disclose to us within such time prescribed by us, any information statements and explanations relating to the Account 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 or anti-terrorism); and/or
- (b) manage money-laundering risk, terrorism-financing risk or economic and trade sanctions risk.

18.2 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.

18.3 You declare and undertake to us that the processing of any transactions relating to the Account 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.

## 19. PAYMENT RESPONSIBILITIES

19.1 We and the Group can act in any way we see fit, without consulting you beforehand, if we are served with a court order issued by a court of any jurisdiction. You agree that you will not hold us liable for any loss or damage in connection with our actions.

### Garnishee Orders and other Court Orders

19.2 We may impose administrative charges and you must reimburse us for the costs of handling garnishee orders, injunctions or other court orders or proceedings relating to your Account or the moneys in the Account.

### Payment Responsibilities

19.3 You are responsible for:-

- (a) making all payments under these Terms and Conditions and any applicable term or condition such as bank charges, commissions, administrative charges, late payment charges and fees charged by any party (including ourselves, any other bank, financial or non-financial institutions, agents or contractors):-
  - (i) in connection with effecting any instruction or transaction for you or providing or performing any Service to or for you;
  - (ii) for handling garnishee orders, injunctions or other court orders or proceedings relating to your Account or the moneys in the Account;
  - (iii) to enable you to access the Account or use any Service (such as telephone charges or internet service provider's charges);
- (b) ensuring that payments you make are free and clear of and without any deduction or withholding in respect of any tax or levy unless the deduction or withholding is required by law. If you are required by law to make deductions or withholdings, you must ensure that the amount we receive is equal to the amount payable in the absence of the deduction or withholding;
- (c) goods and services tax (by any name it is called) if applicable, on any payment made. You must reimburse us if we are required by law to collect and make payment in respect of the goods and services tax;
- (d) paying the late payment charges (at a rate we determine or prescribe by BNM) specified on:-
  - (iv) all service charges;
  - (v) the unutilised amount of any credit or financing facility granted by us;
  - (vi) other sums due and payable to us;
  - (vii) all Loss suffered or incurred by us for taking action to safeguard our position under these Terms and Conditions; and
- (e) ensuring that all payments to us are made in the currency in which they are due.

### Late Payment Charges

19.4 You will also pay late payment charges on such balance or all sum you owe us but which you have not paid at such rate we may specify from time to time both after as well as before any judgment, and irrespective of whether or not the banker-customer relationship between us and you has ceased or been terminated.

### Debiting Your Account

19.5 We may debit your Account or any other account (including the balance on any overdraft account, where applicable) for all sums due and owing to us without affecting any other rights that we may have against you or anyone else under these Terms and Conditions or by law, without giving you any prior notice notwithstanding that you may incur a loss of profit or hibah or a reduction in the original Deposit amount due to bank charges or adverse rate movements.

### Avoidance of Payments

19.6 Any assurance, security or payment which may be invalidated or set aside under any law relating to winding up or insolvency and any release, settlement or discharge given or made by us on the faith of any such assurance, security or payment shall not



prejudice nor affect our rights to recover from you the monies hereby secured to the full extent under these Terms and Conditions as if such assurance, security or payment had not been received and as if such release, settlement or discharge had not been given. Any such release, settlement or discharge shall be deemed to be made subject to the condition that it will be void if any payment or security which we may previously have received or hereafter receive from any person in respect of the monies you have agreed to pay is set aside under any Applicable Laws or proves to have been for any reason invalid.

## 20. OUR SECURITY, RIGHT OF SET-OFF AND CONSOLIDATION

### Banker's Lien and Security

20.1 All your assets and Collateral deposited with us are subject to a banker's lien in our favour and held by us as continuing security for the discharge of your Liabilities. We may retain the Collateral (even if it means dishonouring cheques) until the Liabilities are paid.

### Right of Set-Off

20.2 Without limitation to any other rights we have, we may set-off any of your moneys against your Liabilities or enforce the lien or security in satisfaction of your Liabilities. Our right to set-off means, that if you have failed to pay us the amount you owe us on any Account (whether in single or joint names) including any card account and those in different currencies), you authorize us, after giving seven (7) days' notice to set-off, transfer or we can use the moneys in credit balance in any of your Accounts (whether in single or joint names) to reduce or pay the amount you owe us ("the Credit Balance"). If you breach any of these Terms and Conditions or you default or do not pay any part of your Liabilities, we will be entitled to deal with and sell any Collateral in the manner we deem appropriate (including selling the Collateral by public or private sale without any judicial proceeding) by giving prior notice to you before we do so. We will use the proceeds of the sale to pay the outstanding Liabilities including all costs incidental to the sale and if there is any shortfall, you must pay the Liabilities remaining unpaid on demand.

20.3 Upon the issuance of the notice mentioned in Clause 20.2 of these Terms and Conditions, you agree that we have the right to earmark or to place a hold on the Credit Balance, prior to the setting-off and you shall not be entitled to withdraw any of the Credit Balance, without our prior written consent.

### Consolidation

20.4 In addition to any common law rights we have, we may without prior reference to you, combine or consolidate any number of your Accounts whether in Malaysia or elsewhere and held in single or joint names and under any style, name or form (including trade names of sole-proprietorships) and set-off credit balances (whether matured or not) in any one or more of the Accounts against any Liabilities.

20.5 Where such combination, set off, consolidation or transfer requires the conversion of one currency into another, such conversion shall be calculated at our then prevailing spot rate of exchange as determined by us.

20.6 If there is a shortfall between the amount due and the amount realised, you must immediately upon demand pay to us the amount of such difference, and until our receipt of full payment, you will also pay late payment charges on such balance at such rate we may specify from time to time both after as well as before any judgment, and irrespective of whether or not the banker-customer relationship between us and you have ceased or been terminated.

20.7 Neither the Credit Balance nor any of your rights, title or interest in them can be assigned, transferred or encumbered (except in our favour, or with our written consent). You undertake not to, or to purport to, sell, assign, transfer, mortgage, charge or otherwise deal with or encumber the Credit Balance or any of your rights, title or interest in them, and any such sale, assignment, transfer, mortgage, charge or other dealing will be void.

### No Set-Off Or Counterclaim by Account Holder

20.8 Until all monies owing are paid or discharged in full in respect of your Liabilities, you shall not be entitled, by paying off any sum recoverable by us or by any means or on any other ground, claim any set-off or counterclaim against us in respect of any of our liability to you. You agree that nothing in the arrangements between us shall be treated as constituting an implied agreement restricting or negating any lien, charge pledge, right or set-off or other right which we have existing or implied by law.

## 21. COSTS AND EXPENSES

21.1 All costs and expenses including legal costs, charges and expenses incurred by us in connection with the Account, the enforcement or attempted preservation or enforcement of our rights under these Terms and Conditions and any imposition of taxes under taxation laws or regulations of any country having jurisdiction over us, will be payable by you on demand on a full indemnity basis, together with late payment charges from the date of demand to the date of full payment at such rates as determined by us.

21.2 We shall have the right to debit the Account with all costs, expenses and legal fees incurred or payable by you to us pertaining to the Account.

21.3 We have the right to apply any payment we receive from you to satisfy all costs, charges and expenses in such proportion and such order of priority as we think fit, in our absolute discretion, and we have the right to place and keep any payment we receive from you to the credit of a suspense account for as long as we choose, without being obliged in the meantime to apply all or part of the same in or towards discharging any money or liabilities due or incurred by you under this Account.

## 22. AMENDMENTS

22.1 Subject to fulfilment of Shariah requirement, we can at any time vary, add to, delete or amend these Terms and Conditions by giving you twenty one (21) Days' prior notice, either through your Statement or Account or by posting on our official website at [www.uob.com.my](http://www.uob.com.my) or at our branches, or in any manner that we choose.

22.2 If you do not accept the amendments, you must close the Account within seven (7) Days from the date of notification, otherwise you will be deemed to have accepted and agreed to such changes and such changes will be binding on you.

22.3 We can at any time , amend, modify revise, restrict, increase, suspend, cancel or withdraw all or any facilities, services, benefits and privileges of the Account by providing prior notice to you.

## 23. DATA PROTECTION

23.1 If you are an individual, you hereby confirm that you have received, read, understood and agreed to be bound by the Privacy Notice issued by us (which is available at our branches as well as at our website at [www.uob.com.my](http://www.uob.com.my)) and the clauses in these Terms and Conditions as may relate to the processing of your Personal Data. For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated by reference into these Terms and Conditions. If you are a corporation or organisation, you hereby confirm that you have explained or will explain to your Third Party Data Subjects that their Personal Data will be provided to, and processed by, us and you represent and warrant that you have obtained their consent to the processing (including disclosure and transfer) of their Personal Data.

23.2 You agree and consent that we may transfer the Personal Data (including the Personal Data of any Third Party Data Subject) outside of Malaysia. All Personal Data held by us and the Group will be accorded a reasonable level of protection against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or deletion.

23.3 In the event you provide Personal Data relating to any Third Party Data Subject to us, for the purpose of opening or operating the Account with us or otherwise subscribing to our products and services, you:

- (a) undertake that you have informed the said Third Party Data Subject to read the Privacy Notice at our website [www.uob.com.my](http://www.uob.com.my);
- (b) confirm and warrant that you have obtained their consent to the processing (including disclosure and transfer) of their Personal Data or are otherwise entitled to provide this data to us and for us to use it in accordance with these Terms and Conditions and/or in instances where we are required to evidence the same;
- (c) have informed the said Third Party Data Subject:-
  - (i) that we may collect or verify their Personal Data with third party sources;
  - (ii) that we may disclose their Personal Data to classes of Third Parties described in our Privacy Notice;
- (d) agree to ensure that the Personal Data of the said Third Party Data Subject is accurate, complete, not misleading, and up-to-date;
- (e) agree to update us in writing in the event of any material change to the said Personal Data; and
- (f) agree to our right to terminate these Terms and Conditions and close the Account should such consent be withdrawn by the said Third Party Data Subject.

23.4 Where you instruct us to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including data relating to those involved in the said transaction, such as any Third Party Data Subject) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing us and/or our agents to enter into any cross-border transaction on your behalf, you agree to the above said disclosures on behalf of yourself and others (including any Third Party Data Subject) involved in the said cross-border transaction.

23.5 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 account) to our merchants and strategic partners where your express prior consent has been obtained.

23.6 You may choose not to receive or to cease receiving 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 from time to time) with your request and we will abide by your latest written instructions to us.

23.7 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 Account and/or without imposing additional costs to you.

23.8 You and the Third Party Data Subject are entitled to request in writing:

- (a) for any information in relation to the Personal Data that we hold or store,
- (b) for any information held or stored by us to be updated, amended and/or corrected;
- (c) for us to limit the processing of the Personal Data held or stored by us; and
- (d) to make an enquiry or complaint in respect of our processing of the Personal Data.

For requests under (a) or (b), you and/or the Third Party Data Subject may make a request to us through our Data Access Request Form or Data Correction Request Form respectively. These forms are available at our branches as well as at our website at [www.uob.com.my](http://www.uob.com.my).

You and/or the Third Party Data Subject may direct all requests to any of our branches or 'Customer Communications Management, P.O. Box 11212, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur'.

We may charge a fee for processing any request for access or correction. We may also refuse to comply with any request in respect of (a) or (b) above if the information supplied by you and/or the Third Party Data Subject is insufficient (as determined by us) or where such request may breach or violate any law or regulation or any other reason which we deem not to be in our interest to do so. If we refuse to comply with such request, we will inform you and the Third Party Data Subject of our refusal and reason for our refusal.

- 23.9 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.
- 23.10 Please note that should we no longer have the right to process the Personal Data provided to us by you (including where you are an individual, you and/or the Third Party Data Subject subsequently withdraw the consent to process the Personal Data), we may not be able to effectively process Personal Data in relation to any of the purposes set out in the Privacy Notice, if at all, and we will have the right to not provide or discontinue the provision of any product, service, Account and/or facilities that is linked to such Personal Data.
- 23.11 We reserve the right to amend this Clause 23 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.
- 23.12 This Clause 23 shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of data.

## **24. COMPLIANCE WITH FATCA**

- 24.1 You shall provide all required documentation or information, including but not limited to date of birth, countries of citizenship, countries of permanent residence, countries of tax residency and associated taxpayer identification numbers, that may be required to enable us or any member of the Group to comply with all requirements of FATCA or other agreement by or between governments.
- 24.2 You shall notify us in writing within thirty (30) days of any change that affects your tax status in relation to FATCA under any laws, regulations or other agreement by or between governments.
- 24.3 You represent and warrant that you have provided to us all documentation or other information as may be required by us for compliance with FATCA and in connection with change in tax status and shall provide all required documentation or other information within seven (7) days of a request from us in writing or otherwise.
- 24.4 You further acknowledge that any failure on your part to provide accurate and timely information pursuant to requirements and requests by us may result in us having to deem you recalcitrant and/or reportable and take all necessary action against you in order for us to be compliant with requirements under FATCA, local legislation in connection with FATCA and any other provision arising out of an agreement between governments pertaining to FATCA.
- 24.5 For individual Customers, you consent to the collection, storage, and disclosure by us or any member of the Group of any Personal Data to persons from whom we or any member of the Group receive or make payments on behalf of you, and to governmental authorities as required by law or other agreement by or between governments. Your consent shall be effective notwithstanding any applicable nondisclosure agreement. You represent that you have secured from any third party whose information is provided to us any consents and waivers necessary to permit us or any member of the Group to carry out the actions described in this Clause 24, and that you will secure such consents and waivers in advance of providing similar information to us in the future.
- 24.6 For Customers who are a sole proprietorship, partnerships or other business entity, a corporation, or an association, club or society or trust, you consent to the collection, storage, and disclosure by us or any member of the Group of any Confidential Information to persons from whom we or any member of the Group receive or make payments on behalf of you and to governmental authorities as required by law or other agreement by or between governments. Confidential Information includes your personal data, your bank account details, transactional information, and any other information that a reasonable person would consider being of a confidential or proprietary nature. Your consent shall be effective notwithstanding any applicable nondisclosure agreement. You represent that you have secured from any third party whose information is provided to us any consents and waivers necessary to permit us or any member of the Group to carry out the actions described in this Clause 24 and that you will secure such consents and waivers in advance of providing similar information to us in the future.
- 24.7 You agree and acknowledge that we are entitled to take all necessary action to be and remain compliant with FATCA as is required by law or other agreement by or between governments. If some of your income is reportable and some is not, we will report all income unless we can reasonably determine the reportable amount. You hereby authorise us or any member of the Group, where appropriate, to withhold or otherwise collect from any payment any required tax or other government assessment, including but not limited to any requirement to withhold or deduct an amount under the Code and the regulations and other guidance issued under the Code, each as amended from time to time or any other agreement by or between authorities.
- 24.8 We or any member of the Group, may take whatever action we consider appropriate to meet any obligations, either in Malaysia or elsewhere in the world, relating to the prevention of tax evasion. This may include, but is not limited to, investigating and intercepting payments into and out of your account(s) (particularly in the case of international transfer of funds), investigating the source of or intended recipient of funds, sharing information and documents with domestic and international tax authorities and withholding income from your account and transferring it to such tax authorities. If we are not satisfied that a payment in or out of your account is lawful, we may refuse to deal with it.
- 24.9 To the fullest extent as may be permitted by law, we will not be liable to you for any losses, costs, expenses, damages, liabilities you may suffer as a result of our complying with legislation, regulations, orders or agreements with tax authorities or by and between tax authorities or if we make an incorrect determination as to whether or not you should be treated as being subject to tax or tax reporting obligations.
- 24.10 This Clause 24 will override any inconsistent term or consent provided by you under any agreement with us to the extent that such agreement provides fewer or lesser rights for us, whether before or after the date of these Terms and Conditions. This Clause 24 shall be without prejudice to any other clause in these Terms and Conditions which provides for the request for information or disclosure of data.

**25 SERVICE LEGAL PROCESS**

- 25.1 In addition to and not in substitution of any mode of service that may be permitted or prescribed by any written law in force for the time being, any service of Legal Process by or on behalf of us can be effected on you:
- (a) if you are an individual, by leaving a copy at the address as stated in the application form or in any communication purportedly issued by you to us or last known to us and it shall be deemed to have been duly received by you on the day it was left at the address; or
  - (b) if you are a sole-proprietorship, partnership, company, association, club, society or trust, by leaving a copy at the address as stated in the application form or in any communication purportedly issued by you to us or last known to us or your last known place of business or registered or principal office address and it shall be deemed to have been duly received by you on the day it was left at the address; or
  - (c) by sending a copy via prepaid registered or ordinary post to the address as stated in the application form or in any communication purportedly issued by you to us or last known to us or your last known place of business or registered or principal office address and it shall be deemed to have been duly received by you on the third (3rd) day (including the day of posting) from the date it is posted, even if it is undelivered or returned.

**26. INDEMNITY/ CURRENCY CONVERSION**

- 26.1 You agree to indemnify us and all of our servants, employees, nominees, directors and agents for all Loss, costs, damages, embarrassment, claims and expenses, including legal fees and costs (on an indemnity basis), howsoever suffered or incurred by us (other than such losses, costs or damages arising from the wilful misconduct of our employees and agents) including, without limitation:-
- (a) any Account, Service or transaction;
  - (b) with acting or carrying out or delaying or refusing to act on any Instructions you or an Authorised Person purportedly given to us pursuant to these Terms and Conditions whether or not such Instructions are unauthorised, inaccurate or incomplete;
  - (c) searches and enquiries we make in connection with you, any Authorised Person or a Security Provider;
  - (d) the provision of any Service to you and the performance of our functions as your banker including as collecting or paying banker, or guaranteeing any endorsement or discharge on a cheque, bill, note, draft, dividend warrant or other instrument presented for collection or payment;
  - (e) any Service provided by any third party (Including PayNet);
  - (f) any default or the preservation or enforcement of our rights under these Terms and Conditions or other applicable terms and/or conditions in connection with any Service or as a result of your non-compliance with any of these Terms and Conditions or such other applicable terms and/or conditions;
  - (g) in connection with any action taken by any party against you or any Authorized Person or any Account for any reason whatsoever including but not limited to any unlawful, fraudulent, negligent or unauthorised use of the Account or Services;
  - (h) in connection to any involvement by us in any proceedings of whatever nature for the protection of or in connection with the Account;
  - (i) tax payable by us in connection with your Account or Services;
  - (j) in connection with the compliance with any existing or future law or regulation or official directive in respect of any of these Terms and Conditions; and
  - (k) any increase cost in our funding if there is a change in law or circumstances.
  - (l) all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which we may sustain, suffer or incur as a result of acting as your agent to complete the Commodity Trading transactions
- 26.2 We have the right to convert one currency into another in the manner we may determine and at our prevailing rate of exchange. You must indemnify us for any shortfall and be responsible for the Loss and risks arising from the conversion. This will apply to conversions including:-
- (a) conversion of any credit balance in your Account or other amounts we may owe you to any other currency for the purpose of carrying out any instruction, crediting of any Account, assessing your Liability or enforcing our rights under these Terms and Conditions or under any Service or Account (including to effect any set-off or consolidation by us of the Accounts);
  - (b) conversion of any Account balance or any part thereof (and if we choose, together with the late payment charge on the amount so converted) into any other currency we may choose at the time such balance or part thereof becomes due and payable by us. When we pay you the same in such currency, it will be in full and complete discharge of our obligations; or
  - (c) conversion of any sum received by us (whether for credit into any Account or in payment of any Liability) in any currency into the currency of the Account or the currency in which payment is to be made.

**27. WAIVER**

- 27.1 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 in these Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law.

**28. IMPAIRMENT OF TERMS**

- 28.1 The invalidity or unenforceability of any of the provisions in these Terms and Conditions under the laws of any country, will not affect or impair the validity, legality or enforceability of the underlying intent of these Terms and Conditions and/or there Terms and Conditions under the law of any other country. Any 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.

## 29. PRESERVATION OF RIGHT AND ENTITLEMENT

- 29.1 Our rights and entitlements under these Terms and Conditions will remain in full force and effect, and will survive any cancellation, revocation or suspension of the use of the Account and/or Services.

## 30. CUMULATIVE REMEDIES

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

## 31. CHANGE IN CONSTITUTION

- 31.1 These Terms and Conditions 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.

## 32. ASSIGNMENT

- 32.1 These Terms and Conditions are binding on you and us and on our successors in title and permitted assigns. These Terms and Conditions are binding even if :-  
(a) we change our name or constitution; or  
(b) we consolidate or amalgamate with another entity, in which case, that entity will substitute us in relation to these Terms and Conditions and all Accounts and Services available and these Terms and Conditions shall continue in force as between you and such entity.
- 32.2 You cannot assign, transfer or charge as security or otherwise, to any third party, your rights and obligations under these Terms and Conditions or in relation to any Account or Service, without our prior written permission.

## 33. APPLICABLE LAW AND PROCEEDINGS

- 33.1 These Terms and Conditions will be governed by and construed in accordance with the laws of Malaysia and you irrevocably:-  
(a) submit to the non-exclusive jurisdiction of the courts in Malaysia which means that legal proceedings against us can only be brought in the courts of Malaysia and no other unless we expressly agree otherwise in writing;  
(b) waive any objection on the ground of suitability of venue, jurisdiction, Shariah non-compliant or any similar ground;  
(c) consent to service of process by ordinary mail or in any other manner permitted by these Terms and Conditions and/or any relevant laws; and  
(d) be bound by any decision or conclusion related to Shariah matters pronounced or made by our Shariah committee and/or by the Shariah Advisory Council of BNM.

- 33.2 You agree not to enforce any judgment or order made by the courts of Malaysia against any of our branches overseas. This clause does not limit our right to bring legal proceedings in any country and to take concurrent legal proceedings in more than one country.

### Claims in different Jurisdictions

- 33.3 Without prejudice to any other provision in these Terms and Conditions, any sum payable by or due from us under any Account or any documentary credit, guarantee, indemnity, Deposit or under any other facility agreement or any type of document whatsoever shall be payable solely and exclusively by and at our branch from which payment of the sum is due and shall be governed exclusively by the laws of the country where such branch is located unless we agree otherwise in writing.

- 33.4 You can only bring a proceeding against us for the recovery of any sum claimed or any payment obligation allegedly due from us solely and exclusively in the courts of the country where such branch is located unless expressly agreed otherwise in writing, and any judgment or order made against us by the courts of that country cannot be enforced or executed against us in a different country.

### Action Against Unlawful Activities

- 33.5 We may take all actions we consider appropriate in order for us to meet any obligation or requirement, either in Malaysia or elsewhere in the world, in connection with the prevention of any unlawful and Shariah non-compliant activity including 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 closing your Accounts and terminating all Services and making such reports and taking such actions we may deem appropriate.

## 34. PERBADANAN INSURANS DEPOSIT MALAYSIA (PIDM)

- 34.1 The Deposits maintained by you in this Account are eligible for protection by Perbadanan Insurans Deposit Malaysia (PIDM), and a copy of the PIDM brochure has been provided to you.

## 35. GENERAL CONSTRUCTION AND INTERPRETATION

**In our opinion:** when we determine a matter in our opinion, the determination is made at our absolute discretion.

**When we act or refuse to act:** on any matter including any instruction or transaction, we do not need to provide any reason for our act or refusal unless required by the law.

**Our discretion and rights:** we will exercise our discretion and rights under these Terms and Conditions in a fair and reasonable manner.

**Timing:** if we receive any instruction on a non-Business Day or after the specified clearance or cut-off times, we may treat the instruction as received on the following Business Day.

Words importing a singular number includes the plural number, and vice versa.

Words importing the masculine gender include the feminine or neuter gender.

Headings and sub-headings are inserted for convenience only and do not affect the interpretation of these Terms and Conditions.

## PART I. TERMS FOR SPECIFIC ACCOUNTS AND SERVICES

### 36. SAVINGS ACCOUNT

#### 36.1 Basic Savings Account-i

- (a) The Basic Savings Account-i is a Shariah-compliant Savings Account under Shariah contract of loan (*Qard*).
- (b) Eligibility:-
  - (i) Only Malaysian citizens or permanent residents aged eighteen (18) and above on the application date.
  - (ii) The minimum initial Deposit to open the Account is Ringgit Malaysia Twenty (RM20).
- (c) *Hibah* (Gift) is given based on our sole and absolute discretion.
- (d) Any withdrawals made beyond the minimum balance of RM20 must be made over-the-counter at our branches and you may be required to close your Account.

#### 36.2 ProSave Account-i

- (a) The ProSave Account-i is a Shariah-compliant Savings Account under Shariah contract of Tawarruq.
- (b) Eligibility:-
  - (i) The ProSave Account is open to both Resident and non-Resident individuals aged twelve (12) and above.
  - (ii) For 12 to below 18 years old, the ProSave Account-i must be opened with the parent or legal guardian jointly where the parent or legal guardian must be the primary Account holder.
  - (iii) The ProSave Account-i shall be operated by either the minor or the parent or the legal guardian (as the case may be) singly or both jointly.
  - (iv) Upon the minor attaining the age of eighteen (18) years, the parent(s) or legal guardian(s) together with the minor shall jointly give fresh instruction and furnish the mandate for the operations of the account. Until a fresh mandate is received by the Bank, the existing mandate shall continue to operate.
  - (v) If the parent or legal guardian (as the case may be) dies, become bankrupt or lacks capacity, we may at our absolute discretion suspend the ProSave Account-i without being liable to the minor until we receive to our satisfaction evidence of the person(s) who have the legal authority to operate the ProSave Account-i.
  - (vi) The minimum initial Deposit to open the ProSave Account-i is Ringgit Malaysia One Hundred (RM100).
- (c) Profit Rate:
  - (i) Account holder will earn base profit rate, which is calculated based on daily account balance. Base profit rate earned will be credited into the Account on the last day of each month.
  - (ii) The Account is a Split Rate Tiered Account. The Account balance shall be split into balance tier, entitling the Account holder a specific profit rate corresponding to the respective tier amount.
  - (iii) For example, the ProSave-i profit rates are payable according to the table below:

Balance Tier	Profit Rates (p.a.)
First RM5,000	0.75%
Next RM5,000	0.75%
Next RM10,000	2.00%
Next RM30,000	2.75%
Next RM50,000	3.20%
Above RM100,000	3.25%

**Note:** The above profit rates are for illustration only. For the latest profit rates, please refer to [www.uob.com.my](http://www.uob.com.my).

Illustration on ProSave Account-i Profit calculation:

For an account with RM150,000 balance and 1-day profit

Balance Tier	Profit Rates(p.a.)	1-day profit
First RM5,000	0.75%	$RM5,000 \times 0.75\% \times 1 \div 365 = RM0.10$
Next RM5,000	0.75%	$RM5,000 \times 0.75\% \times 1 \div 365 = RM0.10$
Next RM10,000	2.00%	$RM10,000 \times 2.00\% \times 1 \div 365 = RM0.55$
Next RM30,000	2.75%	$RM30,000 \times 2.75\% \times 1 \div 365 = RM2.26$
Next RM50,000	3.20%	$RM50,000 \times 3.20\% \times 1 \div 365 = RM4.38$
Above RM100,000	3.25%	$RM50,000 \times 3.25\% \times 1 \div 365 = RM4.45$
<b>Total 1-day Profit</b>		<b>RM11.84</b>

- (d) Takaful certificate/protection policy:-
  - (i) The Account holder is entitled to Takaful coverage automatically and without charge.
  - (ii) The minimum entry age is 16 years while the maximum age limit is 60 years.
  - (iii) Complimentary Takaful coverage is given to customers that fulfil Monthly Average Balance as per table below:

Type of Takaful	Sum Covered	Monthly Average Balance
Death,	RM1,500	Below RM7,000
Total and Permanent Disability and Critical Illness	RM5,000	RM7,000 up to RM13,000
	RM10,000	RM13,000 and above

- (iv) Please refer to our website at [www1.uob.com.my](http://www1.uob.com.my) for Product Disclosure Sheet and Master Certificate Summary Information.
- (v) If the Account holder has more than one ProSave Account-i under different entity, the account with the highest balance will be selected for Takaful/Policy coverage.
- (vi) Coverage for Death, Total and Permanent disability and Critical Illness will cease when the Account holder has attained the age of 60 or in the event that the ProSave Account-i is closed or a claim is made. The coverage will be expired on policy anniversary date after attaining the age of 60.

#### Withdrawal

- 36.3
- (a) No overdrawing is allowed.
  - (b) You can make withdrawals from the Account provided that the minimum balance as required according to the Account is maintained and such withdrawals are carried out in the following manner:-
    - (i) using the Card at the UOB Self Service Banking terminals, participating ATM machines and/or EFTPOS;
    - (ii) over the counter at any of our branches with or without the use of the Card, provided that such withdrawal must be made by you in person and where necessary with the withdrawal form completed and signed. We can require proof of your identity, and can refuse the withdrawal if your signature and identity have not been verified to our satisfaction, or for any other reason we deem fit;
    - (iii) the UOB Phone Banking service offered by us;
    - (iv) through UOB Personal Internet Banking; or
    - (v) any other method that we permit from time to time.

### 37. CURRENT ACCOUNT

#### 37.1 Basic Current Account-i

- (a) The Basic Current Account-i is a Shariah-compliant Current Account under Shariah principle of loan (*Qard*).
- (b) Eligibility:-
  - (i) Malaysian citizens or permanent residents aged eighteen (18) and above on the application date.
  - (ii) The minimum initial Deposit to open the Account is Ringgit Malaysia Five Hundred (RM500).
  - (iii) An introducer is required.
- (c) *Hibah* (Gift) is given based on Bank's discretion.

#### Withdrawal

- 37.2
- (a) No overdrawing is allowed.
  - (b) Cheques issued for amounts beyond your Account's credit balance will be returned at your own expense. In the event of any excess it will be treated as a loan under the *Qard* contract ("Excess"). In such event, you shall be liable to pay administration fee at the time and in the manner as provided in our website.
  - (c) The Excess shall be temporary in nature and you shall regularise the Excess immediately. Failure to do so, *Ta'widh* (compensation) will be imposed on the outstanding Excess within the same day in addition to the administration fee.

#### Foreign Currency Call Account-i

- 37.3
- (a) The Foreign Currency Call Account-i is a Shariah compliant Call Account under the Shariah contract of *Tawarruq*.
  - (b) Any conversion from Ringgit Malaysia into your Foreign Currency Call Account-i will be based on the prevailing foreign exchange rate quoted by us under the Shariah principle of *Bai Al-Sarf* (exchange of currencies).
  - (c) Once a foreign exchange rate is contracted with, it is binding and the transaction cannot be changed or cancelled. Bank charges and adverse exchange rate movements could reduce Profit earnings or the original principal amount in your Account.
  - (d) There will be no cheque books issued to you for the Account.
  - (e) Withdrawals from the Account must be made in the mode or manner and on such terms and conditions as we may set from time to time. Any particular mode or manner of withdrawal may be changed or terminated by us at any time, with notice to you.
  - (f) No overdrawing is allowed. If you manage to overdraw on the Call Account, the overdrawn sum must be repaid on demand together with Profit and *Ta'widh* (compensation) at such rate as we may impose.

#### Compliance with Foreign Exchange Administration Rules issued by BNM and/or the Controller of Foreign Exchange

- 37.4
- (a) The opening and the operation of the Foreign Currency Call Account-i are subject to qualifying conditions and rules set by BNM and/or Controller of Foreign Exchange (collectively, "**FX Regulations**"), a copy of the FX Regulations may be obtained from BNM's website at [www.bnm.gov.my/fxadmin](http://www.bnm.gov.my/fxadmin) ("Website"). You are under a duty to check the Website from time to time for any updates or changes to the FX Regulations.
  - (b) In addition to the above, we may impose additional conditions pertaining to the opening and operation of the Foreign Currency Call Account-i for the purpose of, including but not limited to, complying with any laws, guidelines, rules, regulations, policies and/or obligations applicable to us (whether in or outside Malaysia) (collectively, "**Conditions**").
  - (c) In order to comply with the FX Regulations and/or the Conditions, we have the absolute right to:-
    - (i) convert monies in the Foreign Currency Call Account-i or any part thereof to another currency at such rate and at such time as we deem fit; and/or
    - (ii) reject or reverse Deposits or any part thereof to be credited or deposited into the Foreign Currency Call Account-i,
    - (iii) at any time without further reference and notification to you. If that happens, we shall credit such monies that we converted, rejected or reversed to any other account that you have with us or to issue a cashier's order under your name or in such other manner as we may decide.

### Foreign Currency Risk

- 37.5
- (a) You acknowledge and accept that:-
- (i) the foreign currency market is volatile;
  - (ii) Losses can be incurred as a result of adverse exchange rate movements;
  - (iii) Profit rate may fluctuate daily and are subject to change.
- (b) We have the right to convert one currency into another currency in the manner we may determine and at our prevailing rate of exchange. You must indemnify us for any shortfall and be responsible for any losses and risks arising from such conversion. This will apply to any conversions, including but not limited to:-
- (i) conversion of any monies in the Foreign Currency Call Account-i or other amounts we may owe you to any other currency for the purposes of carrying out any instruction, crediting of any Account, assessing your liability(ies) or enforcing our rights under these Terms and Conditions (including to effect any set-off or consolidation by us of any Accounts);
  - (ii) conversion of any account balance or any part thereof (and if we choose, together with Profit accrued and *Ta'widh* (compensation) on the amount so converted) into any other currency we may choose at the time such balance or part thereof becomes due and payable by us. When we pay you in such currency, it will be in full and complete discharge of our obligations; or
  - (iii) conversion of any monies received by us in any currency into the currency of the Foreign Currency Call Account-i or the currency in which payment is to be made to you or to any other party pursuant to withdrawal of monies in the Foreign Currency Call Account-i.
- (c) We are not liable in any manner, when:-
- (i) the value of Deposits in the Foreign Currency Call Account-i decreases because of taxes, depreciation or fluctuation in exchange rate or any other reasons;
  - (ii) we are not able to pay you the Deposits in the Foreign Currency Call Account-i or Profit (if any) on the Deposits in the Foreign Currency Call Account-i in the currency you require;
  - (iii) the Deposits in the Foreign Currency Call Account-i are unavailable for any reason including:-
    - (aa) any change in the FX Regulations, Conditions, laws, rules, regulations or introduction of new FX Regulations, Conditions, laws, rules or regulations or any act of a government, central bank, monetary authority or other entity in any country relating and without limitation to, exchange controls, restrictions on convertibility, freezes, moratoria, expropriations, requisitions, changes in a country's currency for any reasons whatsoever (including countries part of any monetary union), involuntary transfers or detraints of any kind;
    - (bb) force majeure, natural disaster, industrial action, acts of war, act of terrorism, civil strife, riots or a state of political or economic chaos in the country issuing the currency; or
    - (cc) any other circumstances beyond our control.
- If any of the events described in Clause 37.5(c) occurs, we may, without notice to you, convert the currency of Deposit into any other currency which we may determine at our sole discretion and recover from you the costs of converting the Deposits and any other cost that we incurred in doing so.
- (d) We have no obligation to pay you the Deposits in the Foreign Currency Call Account-i (in the currency of Deposits or any other currency) if, in relation to monetary union among any group of countries (such as the European Monetary Union) the formation, disbanding or change in the composition of participating countries, the policies, practices or regulatory environment of a monetary union, results in restrictions in the availability, credit or transfers of the relevant currency or otherwise makes it impossible or impractical for us to perform our obligations in respect of the Deposits in the Foreign Currency Call Account-i in the relevant currency.

## 38. FIXED DEPOSIT ACCOUNT

### Islamic fixed deposit-i/ FD Plus-i

- 38.1
- (a) The Islamic fixed deposit-i/ FD Plus-i is a *Shariah* compliant term deposit under *Shariah* contract of *Tawarruq* (Monetisation)
- (b) Eligibility:-
- (i) The Account is open to both Resident and non-Resident individuals aged eighteen (18) and above. The minimum amount required for each Deposit into Islamic Fixed Deposit Account is RM5,000 for the minimum tenure of one (1) month and RM1,000 for the tenure of two (2) months up to sixty (60) months or such other amount and tenure to be determined by us from time to time.
  - (ii) Each Deposit shall be placed at a profit rate quoted by us and mutually agreed upon.
- (c) An Islamic fixed deposit-i/ FD Plus-i Acknowledgement will be given to you for each Deposit placed. The Islamic fixed deposit-i/ FD Plus-i Acknowledgement is merely an acknowledgement of placement of a Deposit in the Islamic Fixed Deposit Account-i and not a document of title.
- (d) The production of the original Islamic fixed deposit-i/ FD Plus-i Acknowledgement is not evidence that the Islamic fixed deposit-i/ FD Plus-i is still subsisting, and shall not by itself constitute sufficient evidence to rebut any records in our systems and such records in our system will be deemed final.
- (e) Where a Deposit is made by cheque or other non-cash instrument, the value date will commence only upon actual receipt of the proceeds from the drawer bank. If the cheque is dishonoured, we reserve the right to cancel the purported placement and the Islamic Fixed Deposit Acknowledgement will be void with immediate effect.
- (f) Any cheque or non-cash instrument which has been dishonoured may be returned by post to you at the last known address in our records at your own risk and expense.
- (g) In relation to fund transfers (including telegraphic transfers) for credit into the Islamic Fixed Deposit-i/ FD Plus-i, the value date will commence only upon actual receipt of the funds by us.

### Profit Payment

- 38.2
- (a) The Profit shall be payable to you at the respective maturity dates for Deposits of up to twelve (12) months placement based on your maturity instructions. For any Deposits exceeding twelve (12) months up to sixty (60) months where the remaining tenure to its maturity date is less than six (6) months, the Profit for that remaining tenure shall be paid on that final maturity date.



- (b) We will pay the Profit either to any of your designated current account or saving account maintained with us or in the event of renewal, add the Profit onto the Islamic Fixed Deposit-i.
- (c) Profit payable on Deposits placed in the FD Plus-i shall accrue to the FD Plus-i Account and shall be credited into the nominated Account designated by you for Profit payable on the FD Plus-i to be credited on a monthly basis.

**Withdrawal**

- 38.3
- (a) A Deposit in the Islamic Fixed Deposit-i/ FD Plus-i may not be withdrawn before its maturity date. However, if and once we agree to your request, we may allow (full or partial) withdrawal before the maturity date subject to you granting us *Ibra'*.
  - (b) You may partially withdraw an amount equivalent to the multiple of RM1,000 or such other amounts as shall be determined subject to Clause 38.3(a) and Clause 38.4.
  - (c) Any withdrawals from the Islamic Fixed Deposit-i/ FD Plus-i shall be effected by you personally via Personal Internet Banking or at the branch subject to further verification.
  - (d) Any Instructions relating to withdrawals from the Islamic Fixed Deposit-i/ FD Plus-i must bear the signature of the Account holder(s) or by such electronic means which we may prescribe.
  - (e) Any payment made by us pursuant to any Instructions purporting to have been signed by the Account holder(s) or by such electronic means shall be deemed to be properly made on the authority of the Account holder(s) and we shall be discharged and released from any liability to the Account holder(s) or to any other party in respect thereof.
  - (f) We may require the production of the identity card or passport (or such other means of identification acceptable to us) from the Account holder(s) for any withdrawals from the Islamic Fixed Deposit Account-i.

**Pre-Mature Withdrawal**

- 38.4
- If you make partial or full withdrawal of the Deposit before the maturity date, you agree to give the Bank *Ibra'* by waiving your right to claim the Profit portion payable of the *Murabahah* Sale Price, in which case no Profit shall be paid to you. If any Profit has been credited in your nominated Account or your Fixed Deposit Account prior to the premature withdrawal, such Profit shall be deducted from the principal Fixed Deposit amount before the balance is returned to you.

- 38.5
- In the event of partial withdrawal of any Deposit in the FD Plus-i, you agree to grant the Bank *Ibra'* on :-

- (a) any accrued Profit; and
- (b) any Profit credited in your nominated Account which shall be deducted from the Purchase Price before the balance is returned to you.

**Renewal of Islamic fixed deposit-i/ FD Plus-i**

- 38.6
- (a) You and the Bank agree that the Islamic fixed deposit-i/ FD Plus-i is renewable on its maturity date at the profit rate prevailing at the time of renewal unless written Instruction from you is received by us not to continue to renew it before the maturity date.
  - (b) Renewal can either be on the entire *Murabahah* Sale Price or part thereof or any other amount pursuant to your Instruction. Each renewal shall be subject to a new Commodity Trading and appointment of agency.

**PART J MEANING OF WORDS**

**Account** refers to Shariah-compliant savings account-i, current account-i, or Islamic fixed deposit account-i or any Shariah-compliant account you now or hereafter have with us or and any other Shariah-compliant account offered by us in the future and any account used for the purposes of the Services and from which funds may be applied for the utilisation of Services, whether the account is opened singly or jointly.

**Account holder** means an Account holder of the Account, whether singly or jointly, whichever is applicable and shall include their respective personal representatives, successors-in-title and permitted assigns.

**Agent** except where the context otherwise requires, means UOB Islamic Banking appointed by the Customer to do such acts on behalf of the Customer under the Shariah principle of *Wakalah* in matters pertaining to *Tawarruq* in accordance to the terms and conditions herein.

**Applicable Laws** means all relevant or applicable statutes, laws, rules, regulations, guidelines, directives and circulars (whether issued by any court, tribunal, government body or authority or self-regulatory organizations with jurisdiction over us or any other person within the Group).

**ATM** means Automated Teller Machine.

**Authorisations** means all authorisations, consents, licences or approvals (whether under any applicable law or otherwise).

**Authorised Person** means a person (either alone or jointly with another person/person(s)) you authorise and whom we have approved, to act for you or on your behalf to give instruction, execute or sign any document, operate or use any Account or Services, or effect any transaction.

**BNM** means Bank Negara Malaysia.

**Business day** means a day on which the Bank is opened 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 these Terms & Conditions.

**Code** means the Internal Revenue Code of 1986 issued by the US.

**Card** means the card (which expression includes any replacement card) issued to you for use at ATMs and EFTPOS terminals.

**Call Centre Service** means call centre and phone banking services we provide to you from time to time.

**Collateral** means any Deposit, sum, document, instrument, chattel, bond, debenture, shares or other security, and any other valuables held by us (including in safe custody) in your name or on your behalf now or in the future.

**Commodity** means goods or assets acceptable to the Bank (excluding *ribawi* items in the category of medium of exchange such as currency, gold and silver), traded on Commodity platform.

**Commodity Trading** means sale and purchase transactions performed in accordance to the Shariah principle of *Tawarruq*.

**Commodity Platform** means a commodity platform that provides commodity trading services to facilitate *Tawarruq* transaction, which include commodity trading platform managed by Bursa Suq Al Sila and/or any other available commodity trading platform approved by the Bank.

**Contracted Profit Rate (CPR)** means rate used to compute total of Selling Price.

**Customer** means the Bank's customers whose application for Islamic Account has been accepted by the Bank.

**DCHEQS** means Dishonoured Cheques Information System.

**Deposit** means any Malaysia Ringgit or foreign currency demand/fixed deposit maintained in any Deposit Account.

**Deposit Account** means any Malaysia Ringgit or foreign currency demand/fixed Deposit Account opened and/or maintained with us.

**Device** means any security device we issue to and designate for use by you to access any Service.

**EFTPOS** means the electronic fund transfer service available at the point of sale between you and a third party.

**eStatement** means the electronic statement which is available for viewing through your UOB Personal Internet Banking (for individuals) following your enrolment for the eStatement service for the Account.

**FATCA** means sections 1471 through 1474 of the Code and the regulations and other guidance issued under the Code, each as amended from time to time (commonly known as the Foreign Account Tax Compliance Act) ("FATCA") or any other agreement entered into with or between authorities for the implementation of FATCA.

**Group** means our branches, agencies, representatives, offices, affiliated, associated or related corporations, and their respective offices, servants or agents, whether situated in or out of Malaysia, and included us.

**Hibah** means gift or reward to be given by us at our discretion.

**Ibra'** means rebate or waiver of partial or total claim against certain right or debt.

**Instructions** means any request, application for the opening of the Account, Authorisation or instructions in whatever form substance and manner made to us by you or the Authorised Person in relation to the Account.

**Islamic Fixed Deposit** means the Deposit placed in the Islamic Fixed Deposit Account.

**Legal process** may include, but is not limited to, any originating process including writ of summons and originating summons as well as any other forms of originating process, pleadings, interlocutory applications, affidavits, orders, judgments and any other documents which are required to be served under any written law and such notices under the Companies Act 2016, and the Insolvency Act 1967.

**Liabilities** means all debts, liabilities or obligations you owe to us now or in future, whether actual or contingent, primary or collateral, several or joint.

**Loss** includes claims, actions, losses, damages, demands, liabilities and costs of any kind.

**Mobile Services** mean the banking services and/or products we offer from time to time through the medium of mobile equipment that enables you to access your Account(s) and/or effect banking and/or other transactions electronically.

**Monthly Average Balance** means the summation of each day-end balance in the Account for each calendar month divided by the number of calendar days for that month.

**Murabahah** means a sale contract with a disclosure of the asset cost price and profit margin to the buyer.

**Net Deposit** is end of day balances on Day 1 or subsequently any incremental of Deposit at end of day balances on any single day, excluding floats days required to clear the cheque

**Payee Corporations** means corporation(s) whose bills can be paid through the use of the Call Centre Service.

**Personal Data** means any information that relates directly or indirectly to an individual, which for the purpose of these Terms and Conditions may include, but is not limited to, name, address occupation, contact details, information captured on security systems (including an image recording on Closed Circuit Television (CCTV)), 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 and such other necessary data regarding yourself and your transactions with us.

**PIN** means the personal identification number issued by us to you to enable for use at ATM.

**Profit** is the difference between Purchase Price and Selling Price of Commodity.

**Purchase Price** is an amount equivalent to Customer's Net Deposit which will be used to purchase Commodity on trading day.

**Qard** means in the context of these Terms and Conditions a loan given by creditor to the debtor where the repayment of the loan in full is guaranteed by the debtor.

**Regulations** means any of BNM's Guidelines, any regulations, rules, code of practices or official directive of any governmental organisation or regulatory body or other authority having jurisdiction over us, as varied and implemented from time to time.

**Relevant Currency** means the currency of the relevant country or the single currency of the monetary union.

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

**Selling Price** means the sum payable by the Bank to acquire the Commodity from the Customer on *Murabahah* basis which consist of the Purchase Price of the Commodity (net deposit) and the Profit.

**Services** refer to any services we may provide to you including but not limited to ATM, Card services, Call Centre services, electronic or UOB Personal Internet Banking or Mobile Services.

**Statement of Account** means the physical copy of the statement that we will issue to you every month or upon your request, or the monthly eStatement which is available for viewing through your UOB Personal Internet Banking (for individuals) or UOB Business Internet Banking (for firms, partnerships or sole proprietors) showing all the transactions in the Current Account including Deposits, withdrawals and the balance of monies in the Current Account.

**Tawarruq** refers to an arrangement to buy and sell Commodity.

**Terms and Conditions** means these Terms and Conditions governing the Account (including any variation or addition hereto as we may prescribe from time to time).

**the Bank, our, us, we, ourselves** means United Overseas Bank (Malaysia) Bhd and shall where applicable include its successors-in-title and permitted assigns.

**Third Parties** means persons or corporations other than yourself.

**Third Party Bills** means bills incurred by Third Parties to the Payee Corporation and bearing reference numbers given by you.

**Third Party Data Subject** means a person whose Personal Data you have provided to us and may include, but is not limited to, your mandate, next-of-kin, dependents, individual guarantors, and security providers (where you are an individual), or your Authorised Person, directors, shareholders, officers, individual guarantors, and security providers (where you are a corporation or organisation).

**US** means the United States of America.

**US Person(s)** means a US citizen or resident individual, a partnership or corporation organised in the US or under the laws of the US or any state of the US, a trust if (i) a court within the US would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of trust, and (ii) one or more US Person(s) have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the US. This definition shall be interpreted in accordance with the Code. Please note that persons who have lost their US citizenship and who live outside US may nonetheless in some circumstances be treated as a US Person(s).

**Wakalah** means a contract of appointment of an agent whereby the Customer appoints the bank to act on the Customer's behalf.

**you / yourself** refers to you (whether alone or jointly with another person/persons).