

UOB PERSONAL LOAN FOR MIGRATED CUSTOMERS TERMS AND CONDITIONS

Effective 16 July 2023

These are the Terms and Conditions governing United Overseas Bank (Malaysia) Bhd (Registration no. 199301017069 (271809-K)) ("the Bank" or "UOB" or in the first person "we", "us" or "ours" which expressions shall include the Bank's successors-in-title and assigns) UOB Personal Loan (Migrated Customers) ("Loan") and your application for the Loan ("Application").

GENERAL TERMS AND CONDITIONS

1. In these Terms and Conditions, the following terms and expressions have the corresponding meaning unless otherwise expressly stated or unless the context requires another meaning:
2. The words "you", "your" and "yours" refers to the person(s) who is/are responsible to comply with these Terms and Conditions, including the person(s) who makes the Application for the Loan, of whom UOB had accepted an Application or to whom UOB had offer the Loan and who accepted the Loan, or ask the Loan Account to be opened or the person(s) to whom UOB addresses statements of account to.
3. "Account(s)" means any one or more accounts which you open (or which we open on your behalf) and maintain with us from time to time (being any type of category, and whether opened in a single or joint name(s) or in trust and where the context indicates or so permits, include Loan Account and/or Other Bank Accounts) and "Account" means any of them.
4. "Loan Account" means your UOB Personal Loan (Migrated Customers) account.
5. "Other Bank Accounts" means your other bank account or accounts with us apart from your Loan Account and includes your joint account with a third party (if any).
6. "Payment Infrastructure Provider" means a third party that forms part of the global payment system infrastructure, including without limitation communications, clearing or payment systems, intermediary banks and correspondent banks.
7. "Taxes" means all taxes, levies, imposts, charges, assessments, deductions, goods and services tax, value added taxes, tax on the sale or disposition of any property, duties, withholdings and related liabilities, including additions to tax, penalties and interest imposed on or in respect of any products and/or services you have taken from the Bank; provided that "taxes" does not include income or franchise taxes imposed on or measured by the net income of UOB or its agents.
8. "Third Party Service Provider" means a third party selected by UOB Group, we and/or their/our officers, directors, employees, agents, representatives and/or professional advisers, to provide services to them/it and who is not a Payment Infrastructure Provider. Examples of Third Party Service Providers include technology service providers, business process outsourcing service providers and call center service providers.
9. "UOB Group" means any affiliate or subsidiary of United Overseas Bank Limited, present and/or future including any branches and/or representative officers of such affiliate and/or subsidiary.

LOAN AMOUNT

The Loan amount is the principal sum as approved by the Bank and notified to you in writing.

PURPOSE OF LOAN

You undertake to use the Loan solely for the purpose specified by you in the application form.

REPRESENTATIONS AND WARRANTIES

1. You declare, represent, warrant and undertake that:
 - i. You have the capacity to execute, deliver and perform these Terms and Conditions;
 - ii. You are not an undischarged bankrupt;
 - iii. You have not assigned your estate or entered into any arrangement or composition for the benefit of your creditors;
 - iv. You are not in default (being a default that is material to these Terms and Conditions) under any agreement or undertaking to which you are a party, or any court order which binds you;
 - v. No event has occurred which, with the giving of notice or lapse of time or both, would amount to a default by you (being a default that is material to these Terms and Conditions) under any agreement or undertaking or any court order which binds you;
 - vi. That all things required to be done (prior to entering into any such credit relationship with the Bank) have been done, performed and have happened in compliance with all applicable laws and regulations;
 - vii. That any consent, license, approval or authorisation of any governmental authority, bureau or agency required in connection with the execution, delivery, performance, validity or enforceability of any provision of these Terms and Conditions have been obtained and is valid and subsisting; and
 - viii. All information furnished by you to the Bank in connection with the Loan is true, accurate, not misleading and complete.
2. Each of the above representations and warranties will survive and continue to have full force and effect for so long as the Loan is extended to you. You warrant to the Bank that the above representations and warranties will be true and correct and fully observed until all sums payable under the Loan are fully paid.

INTEREST PAYMENT

1. If your application for the Loan is successful, the Bank will inform you in writing of the approval together with the rate of interest (the "Prescribed Rate") that you are required to pay on the Loan.
2. Interest is charged at the Prescribed Rate (or such other rate as the Bank may determine) and calculated at daily basis on monthly rest on the principal amount outstanding for the relevant month, starting from the date on which the Loan is disbursed up to the time of full settlement of the Loan.
3. Interest is payable monthly in arrears, or at such period as the Bank may prescribe.

REPAYMENT

1. To the fullest extent permitted by law, regardless of any provision of this Agreement, the Bank reserves its right to require that Loan to be repayable upon demand by the Bank in writing, which demand may be made by the Bank at any time regardless of whether or not an Event of Default has occurred or is continuing. The Bank will, at the earliest opportunity, make such demand, if the Bank is in a position to do so.
2. Until such demand, you are required to repay the Loan by the number of monthly instalments (the "Monthly Instalments") in the amount stated in the Bank's letter notifying you of the Loan approval.
3. Payment of the Monthly Instalments commences one (1) month from the date of full disbursement of the Loan and subsequent Monthly Instalments must be paid at successive intervals of one (1) month each.
4. You are not allowed to change the amount of the Monthly Instalment unless with the prior written approval of the Bank. If approved it is subject to such terms and conditions as the Bank may decide.
5. For the avoidance of doubt, any pre-payment or overpayment of the Monthly Instalment on or before due date will not result in a reduction in the Loan principal or savings in interest. Any such pre-payments (or any part of it) will be deemed to be advance payments and will be applied towards the following Monthly Instalment and so forth on successive intervals, to a maximum of three (3) Monthly Instalments.

6. Without affecting Clause 6 below, any such sums in excess of three (3) Monthly Instalments will be refunded to you.

EARLY SETTLEMENT

Subject to Clause 5 and this Clause, you are entitled to repay at any time the whole and not part of the amount outstanding under the Loan. However if you make such early settlement repayment within first two (2) years or before reaching half of the approved Loan tenure, whichever earlier, starting from the date of full disbursement of the Loan, you must also pay to the Bank an early settlement fee of Ringgit Malaysia Two Hundred (RM200) or a sum equivalent to 3% of the outstanding balance of the Loan, whichever higher. The amount repaid is not available for redrawing.

LATE PAYMENT CHARGE

If you fail to pay any Monthly Instalment or part of it on the due date, then, in addition to any other rights or remedies available to the Bank, the Bank is entitled to charge you a late payment charge (in addition to interest at the Prescribed Rate) on the amount of such Monthly Instalment amount in arrears from the time of default at the rate of 1% per annum on a daily basis (or at such other rate as the Bank may determine) or/and by such mode or basis of computation as may be permitted by Bank Negara Malaysia or any relevant authority having jurisdiction over the Bank, and is payable in arrears.

VARIATION

1. The Bank is entitled at any time to vary the rate of interest, and the manner of calculation of the interest rate; any commission, discount or other banking charges, the manner and time of payment and modes of computation in any manner by giving adequate prior written notice to you. Any such variation takes immediate effect as from the date determined by the Bank or pursuant to any directives or regulations or as specified in such notice. Such notice will be given in the manner provided under Clause 31.
2. Regardless of Clause 8(a) and Clause 31, any notice concerning any change in the Bank's base lending rate need not be given in the manner provided under Clause 8(a) or Clause 31 and the Bank is entitled to give such notice by or in any one or more of the following methods of notification:-
 - a) by posting a notice in the Bank's premises or on the Bank's website or internet site stating such change and its effective date of change and such notice is deemed to have been received by or communicated to you on the date of posting of the notice in the Bank's premises or on the Bank's website or internet site;
 - b) by way of a single publication in one or more newspapers of the Bank's choice of such change and its effective date of change and such notice is deemed to have been received by or communicated to you on the date of first publication in any such newspaper; or
 - c) by way of an insertion in or an enclosure with or an attachment to the Bank's statement of account to you stating such change and its effective date of change and such statement of account or notice may be in the form of a computer generated statement or notice which requires no signature or may contain a printed or facsimile signature of an officer of the Bank and such notice is deemed to have been received by or communicated to you at the time such statement of account is deemed to have been given by the Bank to you in accordance with Clause 31.

EVENTS OF DEFAULT

To the fullest extent permitted by law, all amounts outstanding under and/or related to the Loan together with interest over those amounts and/or the Loan is immediately payable by you upon demand being made by the Bank or upon the occurrence of any of these events ("Events of Default"):-

- a) you default in the payment of any money payable to the Bank (whether principal or interest) after the same have become due and whether formally demanded or not;
- b) you default under any other provision under these Terms and Conditions which:
 - i. is not capable of remedy, or;

- ii. is capable of remedy, but not remedied within seven (7) days of such default or after being required by the Bank to do so;
- c) any representation, warranty or condition made or implied by you is incorrect or misleading in any material aspect;
- d) you commit any act of bankruptcy or become bankrupt or enter into any composition or arrangement with or for the benefit of your creditors or allow any judgment against you to remain unsatisfied for a period of fourteen (14) days from the relevant date;
- e) you become insane or die, be taken into custody, be incapacitated, or be declared incapable of administering your affairs;
- f) any legal proceeding, suit or action of any kind (including bankruptcy, judicial management or other insolvency proceedings) is threatened, instituted or exists against you in any jurisdiction;
- g) any of your indebtedness with the Bank or any other financial institution(s) becomes capable of being declared due prematurely by reason of a default by you in your obligations in respect of the same or if you fail to make payment on the due date of such indebtedness becoming enforceable;
- h) any distress or execution is levied or enforced upon any of your property;
- i) any other events occur which in the opinion of the Bank could or might affect your ability or willingness to comply with all or any of your obligations under these Terms and Conditions;
- j) the Bank in its opinion considers the Loan to be in jeopardy;
- k) the Bank reasonably believes you have acted fraudulently in connection with these Terms and Conditions;
- l) it becomes illegal or impossible or Bank Negara Malaysia or other relevant authority having jurisdiction over the Bank, asserts that it has become illegal or impossible for you or the Bank to perform any obligations or for the Bank to enforce any rights under these Terms and Conditions or any other agreement, document or instrument or arrangement between the Bank and you; and
- m) there is any material adverse change in your financial position or other condition which in the Bank's opinion may affect your ability to comply with any of your obligations under these Terms and Conditions or any other agreement, document or instrument or arrangement between the Bank and you.

RECALL OR WITHDRAWAL OF THE LOAN

If an Event of Default occurs or is continuing, the Bank is entitled to suspend, recall and/or withdraw further disbursement of the Loan.

RECALL OR WITHDRAWAL OF OTHER RELATED LOANS

If an Event of Default occurs or is occurring, the Bank is entitled to recall or withdraw all or any of your other unsecured loans and/or such other credit facilities, related loans or other facility services with the Bank as the Bank may determine ("other related loan(s)") if you commit an Event of Default. Furthermore, the Bank retains the right to terminate all of your other related loans and any other facility services with the Bank. This results in the outstanding debts becoming due and payable immediately.

ILLEGALITY

If the Bank determines that the introduction, variation, change in interpretation or application of any law, regulation or official directive makes it unlawful for the Bank to *maintain*, fund or give effect to its obligations, the Bank is entitled to give you prior notice (which notice will be given by the Bank at the earliest possible opportunity) of such determination to you where the Loan to such extent will be cancelled and you will upon notice from the Bank repay all amounts agreed to be paid by you.

INCREASED COSTS

To the fullest extent permitted by law, where the Bank determines that, as a result of:-

- a) the introduction or variation of any law, order, regulation or official directive ; or
- b) any change in the interpretation or application of any law, order, regulation or official directive by any competent authority; or
- c) compliance with any request from Bank Negara Malaysia or other fiscal, monetary or other authority,

- i. cost to the Bank of making available or continuing to make available the Loan is increased, subject to the relevant laws, regulations or guidelines; or
- ii. amount of any sum received or receivable by the Bank in respect of the Loan or the effective return to the Bank under the Loan is reduced; or
- iii. Bank is obliged to make any payment (except in respect of tax on the Bank's overall net income) or forego any interest or other return on, or calculated by reference to, the amount of any sum received or receivable by the Bank from you under the Loan,

then the Bank is entitled to give you notice (which notice will be given by the Bank at the earliest possible opportunity), of the relevant circumstances (and stating the effect of such circumstances) leading to the Bank's determination above and:- you must on demand pay to the Bank such reasonable amounts as the Bank notifies it to be necessary to compensate the Bank for such additional cost, reduction, payment or foregone interest or return provided that nothing will prevent you from taking all necessary steps to mitigate the effect of such increased costs; and so long as the circumstances giving rise to the obligation to make the compensating payment continues, you may upon giving written notice to the Bank that you intend to cancel the Loan.

MARKET DISRUPTION

If in the opinion of the Bank, there has, since the date of application for the Loan, been a change in national or international monetary, financial, economic or political conditions or currency exchange rates or exchange control which would render the Loan temporarily or permanently commercially impractical or impossible, the Bank is entitled to give you notice (which notice will be given by the Bank at the earliest possible opportunity) of the relevant circumstances (stating the effect of such circumstances), and:-

- a) the Bank may negotiate in good faith for an alternative basis acceptable to the Bank for continuing the Loan; and
- b) unless within thirty (30) days after the giving of such notice such circumstances cease to exist or an alternative basis acceptable to the Bank is arrived at, the Loan will be cancelled.

REVIEW

The Bank reserves the right and is entitled to review the Loan periodically or at any time as the Bank may think fit, regardless of whether an Event of Default has occurred or is continuing,. Upon such review, the Bank may:-

- a) suspend or cancel the whole or any part of the Loan;
- b) declare the Loan to be due and payable and/or require you to procure the release and discharge of the Bank from all and any liability or obligation to make any payment from the Loan to any person;
- c) vary the form, nature, manner, limit, terms and/or conditions of the Loan and/or in, by and/or under which the Loan is made available; and/or
- d) without affecting the generality of Clause 15(c), impose additional terms and/or conditions in respect of the Loan;

by giving prior written notice to you.

CANCELLATION

Without affecting any of the Bank's rights under this Agreement, you will be entitled to cancel the Loan (in whole or part) if a request is made and the Bank agrees to this request. In the event that you decide to cancel the Loan or any portion of it (whether before or after the Loan or any part is available for utilisation or has been utilised), you must pay to the Bank on or before the proposed date of cancellation:

- a) the principal amount outstanding in respect of the Loan together with all interest and other monies outstanding from you to the Bank in respect of or arising from the Loan up to and including the proposed date of cancellation; and
- b) an early settlement fee, if applicable, of a sum specified in Clause 6.

INDEMNITY

To the full extent permitted by law, you must fully indemnify and keep the Bank indemnified from and against any and all losses, damages, costs, charges, expenses and liabilities (as to the amount of which the statement of the

Bank is conclusive) which the Bank may sustain, incur or suffer as a consequence of the Bank agreeing to grant or making or continuing to make available the Loan to you or of the occurrence of any Event of Default and whether or not the Loan has been utilized (such costs to be indemnified by the you shall, to the fullest extent permitted by law, be limited to such amounts caused by you and/or anything ordinarily within your reasonable contemplation or control). The same extends to any interest, fees or other sums paid or payable on account of funds borrowed in order to carry any unpaid amount and to any loss (including but not limited to loss of profit), premium, penalty or expense which may be incurred in liquidating or employing deposits from third parties acquired to make, maintain or fund the Loan (or any part) or any other amount due or to become due.

DISCLOSURE OF YOUR INFORMATION

1. You expressly agree that:
 - a) the Bank;
 - b) the Bank's head office, branches, representative offices; and
 - c) any subsidiaries, affiliated or associated companies of, or related entities controlled directly or indirectly by Group. and any of their respective branches and offices, wherever situated, (singly or collectively, "Group") any agents and persons to whom Group outsources the performance of its operational functions (including, without limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider are permitted to process, including but not limited to disclose, collect, use, store, transfer and share Data.
2. For the purposes of paragraph (1) above, "Data" means public and non-public information from any source about:
 - a) you;
 - b) your beneficial owners;
 - c) any security providers;
 - d) persons under the trust;
 - e) partners, committee members, directors and officers (where applicable);
 - f) authorised signatories;
 - g) the subsidiaries, affiliated or associated companies of, or related entities controlled directly or indirectly by you and any of their respective branches and offices, wherever situated and their respective beneficial owners, security providers, persons under the trust, partners, committee members, directors, officers or authorised signatories; and
 - h) any of your and/or security provider's accounts, transactions and dealings with UOB Group or any other party.
3. The purposes for which Data is collected and further processed depends on the nature of your relationship with UOB and/or UOB Group and the products and services you obtain from UOB and/or UOB Group. Purposes for which Data may be used include:-
 - a) to verify your identity and background;
 - b) to establish a relationship between you and UOB and/or UOB Group;
 - c) to assess and process applications for products and services;
 - d) to conduct credit checks, evaluate and monitor credit worthiness;
 - e) for evaluation and due diligence purposes;
 - f) for servicing you and the provision of products and services to you, including processing of receipts and payments, ATM services, UOB Debit & ATM cards, credit cards, charge cards and other payment instruments;
 - g) for communicating and fulfilling marketing offers to you and to allow UOB and/or UOB Group and selected parties to promote their products and services, but for purposes of disclosing your personal data to our strategic alliance partners for marketing and promotional purposes, we will only do so if you expressly consent to us doing so;
 - h) to manage our business and your relationship with us including managing and maintaining your Account(s) with us;
 - i) for data processing purposes;
 - j) to evaluate and monitor of products and services;
 - k) to respond to inquiries, requests and complaints from you and to resolve disputes;

- l) for deposit insurance purposes;
 - m) to understand your needs and offering products and services to meet those needs;
 - n) for research and development of products and services for your use;
 - o) for debt collection purposes;
 - p) for enforcement of our rights and obligations of other parties to us and/or UOB Group;
 - q) for assessing, processing and investigating insurance risks and claims;
 - r) to enable a party to evaluate any actual or proposed assignment, participation, sub-participation, and/or novation of our rights and/or obligations;
 - s) to meet legal and regulatory requirements;
 - t) to maintain and protect our offices and automatic teller machines (ATM);
 - u) for risk management, including prevention, detection and investigation of crime, including fraud and any form of financial crime;
 - v) to maintain records of instructions whether through phone recording, via electronic, hardcopy or softcopy documents etc.;
 - w) to allow any person(s) intending to settle (in part or full) any moneys outstanding under any of your account(s) using own fund, withdrawal of Employee Provident Fund or any other lawful sources;
 - x) for such other purposes as permitted or required by applicable law or with your consent; and
 - y) for all other purposes incidental or associated with the above.
4. You understand and agree that the Data may be transferred to, used and stored in other jurisdictions, the laws of which may not offer the same level of protection as the laws of the jurisdiction from which the Data originates. The Data may also become subject to the legal disclosure requirements of other jurisdictions.

You understand and agree that the we and/or UOB Group, any agents and persons to whom we and/or UOB Group outsources the performance of its operational functions (including, without limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider are permitted to disclose the Data, for confidential use, for the purposes set out above to:

- a) and among UOB Group;
- b) to any agent, contractor, vendor, service provider, professional advisers (such as lawyers and financial advisers), valuers, auctioneers, auditors, brokers, communications, clearing or payment system or intermediary banks, merchants and other parties which we, UOB Group or such parties above may use in connection with our, UOB Group or their businesses;
- c) debt collection agencies;
- d) Bank Negara Malaysia ("BNM") and any credit bureau, the Central Credit Reference Information System ("CCRIS") and the Dishonoured Cheques Information System ("DCHEQS") maintained by BNM, such body or authority of any jurisdiction, domestic or foreign, having jurisdiction over us and/or UOB Group, credit reporting agencies and any credit reference agencies;
- e) any financial institution, card association and issue of charge cards, credit cards, debit cards or other payment instruments;
- f) a drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- g) any actual or proposed assignee, participant, sub-participant or transferee of any of our rights or obligations;
- h) to us and/or UOB Group and selected parties for the purpose of informing you of products and services which we believe will be of interest to you;
- i) our strategic alliance partners for marketing and promotional purposes but this will be subject to your express consent;
- j) any party giving or proposing to give any guarantee, indemnity or security to secure your obligations to UOB Group and/or us;
- k) any person intending to settle any moneys outstanding under any of your Account(s) with us;
- l) any liquidator, receiver, official assignee or any person appointed under applicable law or court order relating to bankruptcy, liquidation, winding up in respect of any individual or company;

- m) to such parties as we or UOB Group may be required by legal process or pursuant to any other foreign or domestic legal, regulatory, stock exchange, clearing house or self-regulatory body obligation or request, or agreement entered into by any of them and any governmental authority, domestic or foreign, or between or amongst any two or more domestic or foreign governmental authorities or other authorities, including disclosure to courts, tribunals, legal, regulatory, tax and government authorities, stock exchanges, clearing houses and self-regulatory bodies;
- n) any parties authorized by you; and
- o) to such parties as may be permitted or required under the laws of Malaysia.

You agree that UOB Group, any agents and persons to whom UOB Group outsources the performance of its operational functions (including, without limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider may give your personal data and where applicable, that of your beneficial owners, persons under the trust, security providers, partners, committee members, directors, officers or authorized signatories, your subsidiaries, affiliated or associated companies of, or related entities controlled directly or indirectly by you and any of their respective branches and offices, wherever situated and their respective beneficial owners, persons under the trust, partners, security providers, committee members, directors, officers or authorized signatories to other parties outside UOB Group, for any use as specified above, including for commercial purposes.

You understand and agree with the consequences of the giving of your personal data and those of the other persons mentioned above to parties outside of UOB Group.

- 5. UOB Group does not guarantee the security of any information transmitted by or to it through any means of communication or correspondence (including mail, courier service, electronic mail or other electronic means (including short message service (SMS))).

You accept the risk that such information may be accessed by unauthorised third parties and/or disclosed by UOB Group and by its officers, employees or agents to third parties purporting to be the intended recipient.

Regardless of the above, you agree that UOB Group will transmit such information to the address or other relevant particulars specified by you, and that such information may not be protected with encryption, password protection or any other form of security from disclosure to unauthorised third parties. You accept the risk that such transmission of information may be received, accessed or disclosed to third parties other than the intended recipient(s).

- 6. To the fullest extent permitted by law, UOB Group is not liable for any losses, costs, damages, expenses, claims and demands arising directly or indirectly in connection with any disclosure of information to third parties by UOB Group in the course of its carrying out a transaction or an instruction transmitted by any means of communication or correspondence, including where such disclosure arose out of UOB Group's negligence or through physical or electronic interference by a third party.

To the fullest extent permitted by law, you will not hold UOB Group responsible or liable, in contract, tort, equity or otherwise, for any such access or disclosure or for any loss or damages suffered or incurred by you or any third party as a result of any such access or disclosure. Any such liability that we may have is limited to direct damages only. "Direct Damages" means actual damages or losses suffered by you or any other party (if caused by the Bank) and shall not include any compensation for special, punitive, indirect, incidental or consequential damages or losses, including but not limited to loss of profits, business or value, whether or not foreseeable.

- 7. Unless otherwise notified by you in writing or by calling UOB Contact Centre, you agree and permit the Bank to send commercial electronic messages to you relating to the Bank's products and/or services (i.e. either by way of electronic mail and/or SMS), which may be unsolicited and/or sent in bulk to the Bank's clients.
- 8. You represent and warrant that you have obtained the agreement and consent of all relevant persons, including your beneficial owners, persons under the trust, partners, committee members, security providers, directors, officers and authorised signatories, your subsidiaries, affiliated or associated companies of, or related entities controlled directly or indirectly by you and any of their respective branches and offices, wherever situated and their respective beneficial owners, persons under the trust, partners, committee members, security providers,

directors, officers or authorized signatories to carry out the actions described in this Clause 18. You have further provided to these terms parties the necessary notices and secured the necessary waivers to carry out the actions described in this Clause 18 and will in the future provide the necessary notices and secure such necessary consents and waivers in advance of providing the information to UOB Group, any agents and persons to whom UOB Group outsources the performance of its operational functions (including, without any limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider.

9. You agree that your consent in these Terms and Conditions constitutes your consent for any such disclosure for the purposes of any requirement, whether statutory, contractual or otherwise and whether or not having any force of law.
10. You expressly authorize the Bank at any time and from time to time to access, obtain, verify or use any Data from any source (including credit reference agencies, BNM, any credit bureau, CCRIS and such relevant authorities) for purposes of evaluating your (including all the guarantors' and security providers', as may be applicable) credit standing in connection to you and any facility, service or accommodation you have or may have (whether or not with the Bank) as the Bank may at its discretion deem fit. You understand that the opening, operation and conduct of your account and any future facility, service or accommodation applied for by you or granted by the Bank may be reported to DCHEQS maintained by BNM, CCRIS and such relevant authorities, as the case may be, as the Bank may at its discretion deem fit.
11. Your request, permission and authorization granted in these terms and conditions (including your request, permission and authorization for the disclosure of the Data as provided in or contemplated by these terms and conditions) shall remain in full force and effect (regardless of whether any facility, service or accommodation have been utilized, cancelled or terminated) as long as it may be necessary or required by us or any law and you confirm that no further request, permission or authorization (collectively referred to as "Consent") is necessary or required in relation to such disclosure.
12. Your Consent shall be in addition to and shall not affect any other future or existing Consent that may or will be given by you in relation to the same subject matter or otherwise.
13. To the fullest extent permitted by law, we are entitled (but not obliged) to:
 - a) verify or ensure that any Data/information is true, complete and accurate;
 - b) update the Data/information; or
 - c) notify any person of any changes or updates to the Data/information.
14. To the fullest extent permitted by law, no liability to you will arise from any disclosure or transfer of any Data, as contemplated in this Clause 18, under any circumstance or in any manner for any loss or damage (whether direct or indirect, foreseeable or unforeseeable) and howsoever arising (whether in contract, tort or otherwise), including any loss or damage resulting from:-
 - a) the Bank or any other person's disclosure or transfer of the Data;
 - b) the Bank or any other person's reliance on the Data; or
 - c) the Data being inadequate, inaccurate, incorrect, untrue, erroneous or misstated for any reason, including –
 - i. any act or omission of the Bank or any other person (including any delay in or failure to update or notify of any changes to the Data); or
 - ii. any technical, hardware or software failure, interruption, breakdown or error.
15. To the fullest extent permitted by law, you shall fully indemnify the Bank against any claims, expenses, legal actions, and liabilities which may from time to time be brought against or incurred by us in relation to the disclosure or transfer of any Data/information. The amount of such liabilities indicated by us shall be conclusive, unless it is obviously incorrect. This clause applies whether or not any facility, service or accommodation have been utilized, cancelled or terminated.

WAIVER AND INDULGENCE

These Terms and Conditions may be waived by the Bank in whole or in part with or without conditions at the discretion of the Bank. Any failure by the Bank to enforce any of the provisions or any forbearance delay or indulgence granted by the Bank to you will not be construed as a waiver of the Bank's rights.

CONNECTED PARTIES

The approval and granting of the Loan to you is on condition that the Bank will not be in breach or contravention of any law legislation or regulation in particular unless you have declared in writing to the contrary, you declare that you are not a connected party(ies) of the Bank as set out in Bank Negara Malaysia's Guidelines on Credit Transactions and Exposures with Connected Parties [including any amendments and/or substitutions thereafter (if any)] ("the Connected Party Guidelines"). You undertake to declare to the Bank immediately in writing if you are a connected party of the Bank. You understand that if you are a connected party of the Bank, the Bank may not be able to grant or continue to grant credit facilities, banking facilities or accommodation to you.

A person is a connected party of the Bank if, among others, the person –

- a) is a director (or alternate director) of the Bank or is a close relative of a director (or alternate director) of the Bank;
- b) is a controlling shareholder of the Bank or is a close relative of a controlling shareholder of the Bank;
- c) is an executive officer of the Bank or is a close relative of an executive officer of the Bank;
- d) is an officer of the Bank who is responsible for or has authority to appraise and/or approve credit transactions or review the status of existing credit transactions (a "Credit Officer") or is a close relative of a Credit Officer;
- e) is a firm, partnership, company or any legal entity which control, or are controlled by, any person listed in (a) to (d) above;
- f) is a firm, partnership, company or legal entity in which any person listed in (a) to (d) above is interested as a director, partner, executive officer, agent or guarantor or is a subsidiary or an entity controlled by any such firm, partnership company or legal entity; or
- g) is a person for whom any person listed in (a) to (d) is a guarantor.

A close relative of an individual includes the individual's:-

- i. spouse and the dependents of the spouse;
- ii. child (including step children and adopted children) and the spouse of the child;
- iii. parent; or
- iv. brother or sister and their spouses.

COST AND EXPENSES

All reasonable costs and charges incurred by the Bank in connection with the Loan (including, but not limited to, any review of the Loan) and/or the Bank's enforcement of its rights in relation to the Loan, the Bank's solicitors' fees (on a full indemnity basis) and stamp duty on the documentation (inclusive of all penalties for late payment for any reason), are borne by you and are payable by you immediately upon demand by the Bank regardless of whether or not the Loan is utilised, suspended or cancelled. The Bank may reasonably deduct the costs and charges amount from the Loan sum prior to disbursement or to debit the amount into your account with the Bank with or without notice to you and such amount will bear interest at such rate as the Bank may stipulate from time to time.

STATEMENT BY BANK

A statement or notice by the manager or any duly authorised officer or agent of the Bank for the time being or computer generated notices issued by the Bank which do not require signatures issued by the Bank as to the amount of such balance and liabilities incurred or due to the Bank or as to the date of interest or the amount of interest payable is conclusive evidence for all purposes, save for manifest error (for example, unauthorized transactions or fraudulent or wrong entries).

DUTY TO VERIFY STATEMENTS OF ACCOUNTS

1. You must verify all statements of accounts sent to you by the Bank and revert to the Bank within fourteen (14) days of the date of such statements of accounts if there is any discrepancy in such statements of accounts. If we did not receive any reply from you (within the time frame stipulated) on the discrepancy, the statement will be conclusive and binding against you, save for manifest error (for example, unauthorized transactions or fraudulent or wrong entries).
2. For the avoidance of any doubt, this provision only applies to you without affecting our rights to make good, correct or reverse any entries in your statement of accounts to recover any monies mistakenly credited into your Account (whether by a third party or for the use of the Bank) for which you will be liable to pay over to the Bank.

SUSPENSE ACCOUNT

Any money received by the Bank in respect of the Loan may be kept to the credit of a suspense account for so long as the Bank reasonably thinks fit without any obligation in the meantime to apply the money towards settlement of any liabilities due from you to the Bank.

SET-OFF/CONSOLIDATION OF ACCOUNT

The Bank may combine, consolidate or merge your Other Bank Accounts and liabilities with the Bank anywhere, whether in or outside Malaysia and whether alone or jointly with any other person.

1. To the extent permitted by law, the Bank may transfer or set-off any sums in credit in such account towards satisfaction of any of your liabilities, regardless that the credit balances on such accounts and the liabilities on any other accounts may not be expressed in the same currency.
2. The Bank is authorised to make any necessary conversions at the Bank's own prevailing rate of exchange.
3. The consequence of "set-off" is that amounts that you and the Bank owe to each other are reduced by the same amount. The Bank will not exercise these rights so as to cause a liability to become secured if the Bank agreed that it would not be secured.

No notice will be given to you prior to the set-off or consolidation of your Account(s), unless the Bank intends to set-off a credit balance in your Other Bank Account against a debit balance in the Loan Account, in which event, prior notice of seven (7) days will be given.

4. In the case of joint account(s), the Bank may, to the full extent permitted by the law, set-off the liabilities of any joint account holder to the Bank on any account, whether as borrower, surety or otherwise against the credit balance in the joint account(s), in which event, prior notice of 7 days will be given.

Where the said sums have been incurred by only one or some (but not all) of the joint account holders, UOB's rights under the preceding paragraph will also extend to credit balances to which all the joint account holders are singly or jointly entitled.

5. Where monies are set-off by the Bank following the exercise of its rights in these Terms and Conditions, you undertake that you will not, without first obtaining the Bank's prior written consent, withdraw or cause any act that would result in the withdrawal of such monies. The Bank reserves the right to earmark such monies before the setting-off, without further reference to you or any other party to the Account(s).
6. We may debit your Account(s) with the full amount of any reasonable charges, fees (including legal costs on a full indemnity basis and stamp duty), costs and expenses, custody charges, interest, Taxes, commission (including brokerage commission) and penalties (collectively, "Charges") payable to us whether in respect of:-
 - a) your Account(s);
 - b) any liability of any nature arising (whether in Malaysia or elsewhere) in respect of your Account(s) or otherwise;
 - c) any financing facilities, loans or overdrafts granted to you and any of its outstanding advances;
 - d) any overdrawn sums on your Account(s); or

7. All such monies and charges payable by you are exclusive of any government tax(es) or other value added tax (whether imposed in Malaysia or any other jurisdiction) which will, where applicable, be paid by you in addition to any sums otherwise payable, at the rate in force at the due time for payment or such other time as is stipulated under the relevant legislation.

BANK NOT LIABLE

The Bank is not liable in any manner and under any circumstances for any of the following matters:-

- a) paying into the bank account in accordance with the information provided by you in the Application Form when such information provided by you is not accurate or wrong; or
- b) paying into the joint bank account in accordance with the information provided by you in the Application Form and the Loan was withdrawn by the joint account holder(s) or by any other person, whether authorised or otherwise.

ASSIGNMENT

- a) You cannot assign your rights or obligations under these terms and conditions. These Terms and Conditions are binding upon and take effect to your benefit and to the benefit of the Bank and your/its respective estates, heirs, personal representatives, successors-in-title, assigns and any other persons for the time being deriving title under them.
- b) The Bank will be entitled to assign and/or transfer the Loan and/or the whole or any part of its rights or obligations under the Loan at any time by giving notice to you (if such notice is required by law). Any recital or statement in the document of assignment or transfer of the amount due to the Bank under these Terms and Conditions will be conclusive and binding on you for all purposes, save for manifest error (for example, unauthorized transactions or fraudulent or wrong entries).
- c) All reasonable costs and expenses of the Bank and the assignee or transferee of or incidental to such assignment or transfer will be borne and paid by you. Any recital or statement in the document of assignment or transfer of the amount due to the Bank in respect of the Loan is conclusive and binding for all purposes against you.

SUCCESSORS BOUND

This Agreement binds the Bank's respective successors-in-title and assigns.

SEVERABILITY

If any of these Terms and Conditions are, for any reason, held to be illegal, invalid or unenforceable in any way under any law, rules or regulations, all other provisions will remain valid and enforceable.

VARIATION, REVISION OR CHANGE OF TERMS AND CONDITIONS

1. By giving you adequate prior written notice, the Bank may vary the terms and conditions of this Agreement. Notwithstanding that, the Bank's failure to give a written notice does not stop such variation in these terms and conditions from having effect.
2. Notice by the Bank may take any form. Any amendments or variations to the terms and conditions of this Agreement will be deemed to have been incorporated into these terms and conditions and have been drawn to your attention by:
 - i. their being displayed at any of the Bank's offices or branches nationwide;
 - ii. their inclusion in your monthly statement;
 - iii. (iii) a notice of the amendments and variations being sent to you;
 - iv. (iv) being advertised or advertisement in one issue of a daily national newspaper addressed to the general public;
 - v. posting on the Bank's website; or
 - vi. any other mode which the Bank deems sufficient.

3. Such variation applies on the effective date specified by us in accordance with the applicable laws, regulations and guidelines and will apply to all outstanding balance in your Account, among others.
4. If you do not accept the proposed variation, you must cancel your Loan Account by calling UOB Contact Centre or giving prior written notice to the Bank, before the effective date of such proposed variation and subject to Clause 16 above, you must settle the principal amount outstanding in respect of the Loan together with all interest and other monies outstanding from you to the Bank in respect of or arising from the Loan up to and including the proposed date of cancellation and early settlement fee above or pursuant to any other agreement or arrangements agreed between the Bank and you.

NOTICES AND REMINDERS

Every certificate or statement and every notice, demand or other communication under this Agreement is given in accordance with the provisions of any applicable law, any relevant provisions under these Terms and Conditions or in accordance with the following provisions:-

- i. Every certificate or statement and every notice, demand or other communication must be in writing and:-
 - a) if given by you, deemed duly given if addressed to the Bank and left at or sent by prepaid registered or recorded delivery post to the address of the Bank stated in the letter notifying you of the Bank's approval of the loan or at such other address as may from time to time be notified by the Bank to you for that purpose;
 - b) if given on behalf of the Bank by any officer, solicitor or agent, deemed duly given if addressed to you at and left at or sent by prepaid ordinary or registered or recorded delivery post to you at the address stated in the Application Form or at such other address as may from time to time be notified by you to the Bank for that purpose or at your usual or last known place of abode or business or, as the case may be, your registered office or usual or last known place of business.
- ii. Any certificate, statement, notice, demand or other communication is deemed to be given to and received by you:-
 - a) at the time the same is left at your address;
 - b) by post forty-eight (48) hours after posting.
- iii. It is agreed that any certificate, statement, notice, demand or other communication given or required to be given to you may be computer generated in which case it:-
 - a) need not bear any signature; or
 - b) may contain a printed or facsimile signature. The Bank is entitled at any time and at our discretion to send you reminders in respect of any amount due and payable under this Agreement (including the Monthly Instalment) and the Payment Due Date each month ("Reminders"), whether or not you have requested for the same.
- iv. You may be notified of each reminder via mobile phone or short messaging service (SMS) (if supported by your phone operator) subject to the relevant term and charges of the phone operator or service provider.
- v. You are fully aware that your receipt of each reminder may be delayed or prevented by factor(s) affecting the relevant provider(s), phone operator(s), currency market(s) and any other relevant entities.

SERVICE OF LEGAL PROCESS

1. Any notice, request or legal process will be sufficiently served to you if sent by registered post to your last known address (whether within or outside Malaysia and whether such address is a Post Office Box or is a place of residence or business) as may be provided to the Bank or to the Bank's solicitors. Nothing in this paragraph affects the Bank's right to serve legal process in any other manner permitted by law.
2. Such service will on the fifth (5th) day after posting be deemed to be good and sufficient service of such legal process.
3. For the purposes of this Clause, "legal process" includes all forms of originating process, pleadings, interlocutory applications of whatever nature, affidavits, orders and such other documents and notices as may be required to be given or served under any legislation or subsidiary legislation).
4. Where judgement of an order had been obtained against you, service of the judgement or order may be effected in the same manner as set out in these Terms and Conditions and is deemed to have been duly served on you.

COMMUNICATIONS

1. Without affected the provisions of Clause 31 above, for the purposes of this Clause 33, "Communications" means:
 - a) any notice, request reminder, demand, legal process, telephone call, electronic mail (whether encrypted or not), short message services provided by telecommunications providers, or such other means and/or any other communication by the Bank to you and
 - b) any certificate, statement, notice, demand or other communication given:-
 - i. via the telephone ("Telephone Instructions"); or
 - ii. via electronic or digital transmission ("Electronic Instructions"); which may from time to time be, or purport to be, given by or on behalf of you without inquiry or verification on the Bank's part as to the authority or identity of the person making or purporting to make such Communication.
2. The Bank is authorized by you, but is not obliged, to rely upon and act in accordance with any Telephone Communication and/or Electronic Communication which may be, or purport to be, given by or on behalf of you, without inquiry or verification on the Bank's part as to the authority or identity of the person making or purporting to make such Communication beyond the verification processes outlined in this Clause 33.
3. The Bank may rely upon and act in accordance with such Communication, provided that:-
 - a) In the case of Telephone Instructions, the person making or purporting to make such Communication has:-
 - i. quoted or keyed in:-
 - a. the title or number of your relevant account with the Bank and the valid and current personal identifying code or number (if any) for such account or any of your personal information which was previously furnished by you to the Bank; or
 - b. such information or particulars as may be required by the Bank; or
 - ii. satisfied such requirements as may be required by the Bank;
 - iii. in the case of Electronic Instructions, the person making or purporting to make such Communication must have satisfied such requirements as may be required by the Bank.
4. The Bank is entitled (but not bound) to treat Communication as authentic and valid and fully authorised by and binding upon you, and the Bank is entitled (but not bound) to take such steps in connection with or in reliance upon such Communication as the Bank may consider appropriate, whether such Communication:
 - a) includes instructions to pay money or otherwise to debit or credit any account;
 - b) relates to the disposition of any money, securities or documents;
 - c) relates to the change of your address or facsimile, telex or telephone number;
 - d) purports to bind you to any agreement or other arrangement with the Bank or with any other person; or
 - e) to commit you to any other type of transaction or arrangement whatsoever, regardless of any error or misunderstanding or lack of clarity or details in the terms of such Communication
5. You agree to keep any personal identifying code or number for your account(s) with the Bank strictly confidential at all times and must not disclose or permit it to be disclosed to any person. You must report to the Bank immediately if any such personal identifying code or number has become known to any person. You must bear all the consequences arising out of your failure to comply with your obligations under this Section.
6. To the fullest extent permitted by law, you agree and undertake to indemnify the Bank and to keep the Bank indemnified against all losses, costs and expenses incurred or sustained by the Bank in connection with such Communication given via the telephone or via facsimile transmission or via electronic or digital transmission.
7. Any Communication from you to the Bank is irrevocable and is effective only when received by the Bank at such address or contact number as notified to you.

Save for manifest error (for example, unauthorized transactions or fraudulent or wrong entries), the following are binding and conclusive on you in all courts of law and elsewhere, and can be used as conclusive evidence in any legal proceedings against you:

- a) Statements issued by or on behalf of the Bank which is signed by an authorized officer of the Bank, or contained in a document produced by a computer in the course of its ordinary use as to the monies and liabilities due or incurred by you to the Bank;
- b) Letters issued by a firm of solicitors acting on behalf of the Bank as to the monies and liabilities for the time being due or incurred by you to the Bank;
- c) Any admission or acknowledgement in writing by you or by any person authorised by you of the amount of indebtedness of you to the Bank; and
- d) Any judgment or award obtained by the Bank against you in respect of the amount of indebtedness of you to the Bank.

TIME OF ESSENCE

Time is of the essence of this Agreement.

NOTIFICATION OF CHANGE

1. You undertake and are obliged to inform the Bank promptly if:
 - a) you intend to reside outside Malaysia;
 - b) there is any change or proposed change in your employment or business or address (office or residential), email address and your contact number(s); and/or
 - c) there is any change to the personal information furnished by you in the Bank's records; and you must immediately provide the Bank with any or other information and documents as the Bank may require from time to time in the Bank's discretion.
2. The Bank will rely on your personal information being kept up-to-date and complete. You will not hold the Bank liable or make any claims against the Bank if our records are out-of-date, incomplete or inaccurate because the Bank was not advised of the change. For purposes of informing the Bank, you may do so by calling UOB Contact Centre or writing to the Bank in the manner provided in Clause 33 above, including Electronic Instructions.
3. You agree that the Bank can verify your identity or information about you via any means.

GOVERNING LAW AND JURISDICTION

1. This Agreement is deemed to be a contract made under the laws of Malaysia and is for all purposes governed by and construed in accordance with the laws of Malaysia. You irrevocably submit to the non-exclusive jurisdiction of the courts in Malaysia or the courts of such other competent jurisdiction as the Bank may at its discretion elect.
2. If you are a non-citizen or a non-resident of Malaysia, you undertake to nominate an agent with an address in Malaysia to accept service of any legal process in Malaysia, if requested to do so by the Bank. Such agent must acknowledge in writing to the Bank its appointment as such agent and service of legal process on such agent will be deemed to be good service on you.

RIGHT TO OUTSOURCE DEBT COLLECTION AND APPOINT AGENT

You agree that the Bank has the right to outsource the collection of debt for delinquent accounts to third party debt collection agencies. For this purpose, you also agree that the Bank may appoint an agent ("the Agent") to collect all sums due to the Bank from you under this Agreement and the Bank may disclose to the Agent, your Loan Account and any other relevant information relating to your Loan Account to assist the collection of all sums due and owing to us by you.

ADDITIONAL TERMS AND CONDITIONS

The Loan is subject to:-

- a) these Terms and Conditions;
- b) the Bank's terms and conditions and requirements governing the facilities and services and the accounts that are or may from time to time be made available or opened by the Bank for the Bank's customers as may be prescribed or stipulated by the Bank from time to time; and
- c) the directives, rules, regulations and guidelines issued from time to time by Bank Negara Malaysia, and any other monetary, governmental or other authorities, agencies or bodies having jurisdiction over the Bank.

INTERPRETATION

1. In these Terms and Conditions, unless the context requires another meaning, a reference to:
 - a) the singular includes the plural and vice versa;
 - b) a gender include all genders;
 - c) the whole includes any part;
 - d) a collection or group consisting of two (2) or more constituents includes any one or more of such constituents;
 - e) a document (including these Terms and Conditions) is a reference to that document as amended, consolidated, supplemented, novated or replaced;
 - f) a person (including a party) includes a body of persons corporate or unincorporated;
 - g) a law is a reference to that law as amended, consolidated, supplemented or replaced, and it includes a reference to any regulation, rule, statutory instrument, by law or other subordinate legislation made under that law, and any legislation, treaty, judgment, rule of common law or equity.
2. Any right, entitlement, discretion, liberty or power which may be exercised or any determination which may be made by the Bank may be exercised or made in the Bank's discretion and the Bank will not be obliged, whether at law or in equity, to give any reasons;
3. The respective rates of interest provided in these Terms and Conditions are applicable both before as well as after demand or judgment;
4. A "month" means a period calculated from any specific day up to and including the day immediately before the day numerically corresponding to that specific day in the subsequent month or if there is no such day in such subsequent month, the last day of that month
5. Headings and sub-headings are inserted for convenience only and have no legal effect.

UOB'S PRIVACY NOTICE

Keeping personal data of individuals secure is a top priority for all of us at UOB. Please visit us at <https://www.uob.com.my/default/privacy-policy.page> to view our Notice and Choice Principle Statement where we seek to outline how we intend to deliver all the rights and protections that you are entitled to in respect of your personal data.

YOUR CHOICES AT UOB MALAYSIA

Additional Services or Products

UOB may in its discretion:

- a) introduce or provide other products, additional facilities or services to you upon such terms and conditions as UOB may specify;
- b) furnish you with information relating to and in connection with any investment possibilities, banking and investment products (including unit trusts, treasury and other financial derivatives) in any jurisdiction; and
- c) introduce new methods of procuring transactions which arise in the course of providing banking and other services to you.

At UOB we endeavour to keep you informed of the latest marketing and promotional offers we feel would be useful and beneficial to you. These include programs you may find valuable in helping you manage your account such as product or service upgrades, credit line increases and other benefits.

However, you can choose not to receive these materials should you so desire, by calling our UOB Contact Centre or writing in to the Bank, (Ref: Privacy), UOB Plaza 1 Kuala Lumpur, No. 7 Jalan Raja Laut, 50350 Kuala Lumpur or logging in to UOB Online at www.uob.com.my (if available to you) to email us. Please allow 8 to 10 weeks for your request to take effect. If you would like to be reinstated, simply call our UOB Contact Centre officers and we will gladly assist you with your request.

UOB PERSONAL LOAN (Migrated Customers) - TERMS AND CONDITIONS FOR DEBT CONSOLIDATION

These terms and conditions for Debt Consolidation supplement and form part of the UOB Personal Loan (Migrated Customers) Terms and Conditions (as amended from time to time). All definitions used here will carry the same meaning in the UOB Personal Loan (Migrated Customers) Terms and Conditions, unless stated otherwise. In the event of any conflict or discrepancy between the terms contained here and the UOB Personal Loan (Migrated Customers) Terms and Conditions, the specific terms in this part herein shall prevail to the extent of such conflict or discrepancy.

1. Subject to UOB's approval, you agree that the Loan shall only be used for purposes of consolidating your credit card(s), loan(s) and/or credit facility(ies) debt obligations you may have with other financial institutions and for the purposes of full settlement of the outstanding balance of your existing credit card(s), loan(s) and/or credit facility(ies) with the other financial institutions, as specified by you in the application for the Loan. The approvable Loan amount must be at least 100% of the balances outstanding appearing in the latest statement of accounts of your existing financiers. If approvable Instalment Loan amount is less than 100% of the Loan amount applied for, UOB's may reject your application, at its discretion.
2. You must provide the latest redemption statement or early settlement statement and/or the latest credit card monthly statement, as the case may be, from the other financial institutions which granted you the existing credit card(s), loan(s) and/or credit facility(ies) to show the account number, the current outstanding balance, early settlement amount or any additional documents or information which the Bank may require. In the event you fail to produce any of the required documents requested by the Bank, the Bank reserves the right to reject your application or at its discretion, grant the Loan to you on the prevailing interest rate (Prescribed Rate) determined by UOB.
3. If your application for the Loan is successful, the Loan amount will be transferred directly to your existing credit card, loan and/or credit facility account(s) with the other financial institution as stated in your application for the purpose of full settlement of the outstanding balance specified by you in your application.
4. UOB will not be liable or responsible to settle any fees, charges and/or penalties imposed by the other financial institution for the full settlement of your current loan account granted by the other financial institution.
5. If your application for the Loan is successful, the Bank will inform you in writing of the approval together with the rate of interest (Prescribed Rate) that you are required to pay on the Loan.
6. In the event there is an excess settlement payment or credit balance in any of your existing credit card, loan or credit facility account(s) with the other financial institution, you will be solely responsible to request for a refund from your current financial institution. UOB will not be obligated to recover such balances or instruct the other financial institution to pay over such balances.