

UOBM AUTOPAY BILL SERVICE TERMS & CONDITIONS

These terms and conditions ("Terms and Conditions") shall apply to all Cardmembers who sign up to the AutoPay Bill Service and the Terms and Conditions shall be read together with the UOB VISA/MASTERCARD Cardmember Agreement ("Cardmember Agreement").

If there is any inconsistency between the Terms and Conditions and the Cardmember Agreement, the Terms and Conditions will prevail for all matters in connection with the AutoPay Bill Service. Unless defined differently in the Terms and Conditions, words and expressions used in these terms and conditions will have the same meaning as prescribed in the Cardmember Agreement.

1. United Overseas Bank (Malaysia) Bhd ("UOBM") will offer the AutoPay Bill Service ("the Service") to all new and existing principal cardmembers holding Credit Cards issued by UOBM ("Cardmembers").
2. Cardmembers whose Credit Card Account is current and in good standing with sufficient available Credit Limit will be eligible to apply for the Service.
3. When a Cardmember applies for this Service, he shall be deemed to have accepted these Terms and Conditions.
4. Cardmembers can apply for the Service by completing and submitting the application form for the Service prescribed. A copy of the application form for the Service can be obtained online at www.uob.com.my.
5. Cardmembers must provide the details of the account with the specified service provider(s) ("Service Provider(s)"), in the online application form for the Service.
6. UOBM shall not be liable to the Cardmembers for any charges, loss, damages or liability of any nature incurred by the Cardmember because of a delay or failure by UOBM in approving any applications for the Service, unless it is due to the gross negligence or wilful misconduct of UOBM specifically related to this Service.
7. UOBM can approve or reject any application and to limit the amount allowed to be transferred under this Service.
8. Upon UOBM's approval of the Cardmember's application for the Service, all amounts due and owing to the Service Provider(s) ("Charges") payable and/or made payable to the specified Service Provider(s) shall be debited from the Cardmember's Credit Card Account.
9. A minimum of two (2) months is required from the date of application of the Service, for the first auto-debit transaction to be activated ("Activation Date"). UOBM will endeavour to effect payments of the said Charges, but accepts no responsibility to make the payments at any time or in a timely manner.
10. Unless it is due to the gross negligence or wilful misconduct of UOBM specifically related to this Service, UOBM will not be liable because of any error, neglect, refusal or omission to make, or delay in making, any or all of the payments of the Charges to the Service Provider(s). UOBM will also not be liable for any acts, delay, or omission by the Service Provider(s) during the continuance of the Service.
11. All participating Cardmembers must at all times observe the available Credit Limit of their Credit Card Account and ensure that the Credit Card Account maintained with UOBM shall be regularly and satisfactorily conducted by the Cardmember.
12. Where there is insufficient available Credit Limit or no available Credit Limit in the Cardmember's Credit Card Account, UOBM shall not be obliged to inform the Cardmembers regarding the non-payment of all or any of the Charges to the Service

Provider(s) and UOBM may without notice to the Cardmember:

- i. elect not to make any payment of the Charges to any or all of the Service Provider(s), in which event the Cardmember shall be responsible for paying the unpaid Charges directly to the Service Provider(s); or
 - ii. determine the order of priority of payment of Charges, in which event the Cardmember shall be responsible for paying the unpaid Charges to the relevant Service Provider(s).
13. If the Cardmember's Credit Card Account is suspended but not terminated or cancelled prior to the payment of the Charges to the Service Provider(s), UOBM shall stop all payments of the Charges to the Service Provider(s). In such circumstances, the Cardmember will be solely responsible for paying the unpaid Charges directly to the Service Provider(s) and UOBM will not be liable for any damages or loss which may arise.
14. Once a Credit Card which has been uplifted from suspension and is fully operational, the Cardmember must give a written notice to UOBM to continue with the Service. Upon receiving such written notice, UOBM may activate the next subsequent payment of the Charges to the Service Provider(s).
15. If the Cardmember's Credit Card has been terminated, revoked, cancelled or withdrawn by UOBM, UOBM will immediately discontinue all payments of the Charges to the Service Provider(s). Thereafter the Service and the obligation of UOBM to effect all payments of the Charges to the Service Provider(s) will automatically terminate. The Cardmember will be solely responsible for paying the unpaid Charges directly to the Service Provider(s) and in these circumstances, UOBM will not be liable for any damages or losses which may arise.
16. In the event the Cardmember's Credit Card is upgraded, downgraded or replaced with different card number, the Service on payment of Charges to the following Service Provider(s) only shall be automatically carried forward to the upgraded, downgraded or replaced Credit Card and debited from the Cardmember's Credit Card Account without further reference to the Cardmember: -
 - Telekom Malaysia
17. For all other Service Provider(s), the Cardmember shall be solely responsible to ensure payment of the Charges and to instruct UOBM to carry forward the Service on payment of Charges with such Service Provider(s) to the new Credit Card.
18. The Cardmember must notify the Service Provider(s) as soon as possible of any changes in the Cardmember's Credit Card number. UOBM will not be liable if the Service Provider(s) do not receive notification of such effective changes from the Cardmember, which may result in the non-payment of the Charges to the Service Provider(s).
19. The Cardmember will be solely responsible for notifying the Service Provider(s) of any stop payment instructions by the Cardmember prior to any payment of Charges to the Service Provider(s). UOBM will not be liable for any damages or losses which may result because of a delay by the Cardmember in notifying the Service Provider(s) of any stop payment order and if any Charges had been debited by UOBM towards the Cardmember's Credit Card Account it will be conclusively deemed to have been incurred by the Cardmember.
20. With regards to the payment of the Charges made by UOBM to the respective Service Provider(s) whether such payment had been made in excess or is insufficient, such Charges will be debited by UOBM towards the Cardmember's Credit Card Account and is conclusively deemed to have been incurred by the Cardmember.
21. UOBM will not be liable for any act, omission, defect or deficiency in the Service if it is caused by or attributed to the Service Provider(s) or due to any insufficient payment or any amount paid in excess in regards to the Charges made to the Service Provider(s). In the Cardmember disputes against such act, omission, defect or deficiency in the Service, the Cardmember must resolve his/her dispute directly with the Service Provider(s).

22. The Cardmember must not, under any circumstances, withhold any payment due and owing to UOBM of whatever amount that had been debited from the Cardmember's Credit Card Account for the payment of the Charges made to the Service Provider(s).
23. Irrespective of any dispute (whether resolved or unresolved) between the Cardmember and the Service Provider(s), such Charges debited by UOBM towards the Cardmember's Credit Card Account is conclusively deemed to have been incurred by the Cardmember and any such claims made by the Cardmember against the Service Provider(s) will not entitle the Cardmember to set-off or counter claim the Charges disputed against UOBM.
24. Any cancellation of the Service initiated by UOBM shall be notified to the Cardmember. If the Cardmember intends to cancel the Service, the Cardmember shall notify the Service Provider and UOBM. For avoidance of doubt, such cancellation of the Service will not terminate the Cardmember's Agreement between UOBM and Cardmember.
25. The Terms and Conditions in respect of the said Charges made to the Service Provider(s), will remain in force irrespective of the death or bankruptcy of the Cardmember until UOBM is in actual receipt of such notice of the Cardmember's death or bankruptcy. Upon receipt of such notice of termination ("Termination"), the Service will cease to operate and be of no further effect.
26. The Service is valid so long as UOBM is not in receipt of any notification of Cancellation by the Service Provider(s) or the Cardmember or any notice of Termination by reason of death or bankruptcy of the Cardmember.
27. Cardmember hereby expressly consents and authorises UOBM to disclose or reveal to all Service Provider(s) relevant information relating to the Cardmember and the Cardmember with regards to this Service hereby confirms that no further consent from the Cardmember is necessary or required and UOBM shall be under no liability for disclosing such information.
28. The Service Provider(s) may also implement their own terms and conditions for its auto-pay service, and such terms and conditions will apply and be binding upon the Cardmembers.
29. UNIRinggit will not be awarded under this Service.
30. UOBM reserves the right to add, delete, suspend or vary the Terms and Conditions, from time to time, wholly or in part by providing twenty-one (21) days prior notice to the Cardmembers via posting on UOBM's website, displaying a notice at any of UOBM's branches and/or a statement insert in the Statement of Account.
31. UOBM reserves the right to cancel, terminate or suspend the Service with prior notice. For the avoidance of doubt, cancellation, termination or suspension by UOBM of the Service shall not entitle the Cardmember to any claim or compensation against UOBM for any and all losses or damages suffered or incurred by the Cardmember whether as a direct or indirect result of such cancellation, termination or suspension, unless it arises from UOBM's negligence or willful misconduct specifically related to this Service.
32. Without prejudice to the terms herein, Cardmember agrees that UOBM shall not be liable for any default or failure to perform the Service, whether attributed directly or indirectly due to any factor in a nature of a force majeure including but not limited to any act of God, natural disaster, war, riot, strike, terrorism, epidemic, lockout, industrial action or any event beyond the reasonable control of UOBM.
33. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Cardmembers agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.