

# UOB DEBIT MASTERCARD TERMS AND CONDITIONS

Effective 26 September 2019

## IMPORTANT NOTICE

- I. Please read these terms and conditions ("Terms and Conditions") before acknowledging receipt and/or using the Debit Card.
- II. When you acknowledge receipt of the Debit Card, sign on the Debit Card or first use the Debit Card, you are deemed to have read, accepted and agreed to be bound by these Terms and Conditions.

## TERMS AND CONDITIONS

The issuance of the Debit Card by us to you, your acknowledgement of receipt of the Debit Card, and your use of the Debit Card is subject to these Terms and Conditions.

### 1.0 DEFINITIONS AND INTERPRETATION

1.1 The following words and expressions used in these Terms and Conditions have the following meanings:

**"Account"** – any of your conventional and/or Islamic current and/or savings account(s), whether opened singly or jointly, maintained with us which is/are linked to the Debit Card.

**"Acknowledgement of Receipt"** – Any document in the form and manner acceptable to us and signed by you for the purpose of acknowledging receipt of the Debit Card.

**"Annual Fee"** – A fee charged to the Cardmember on a yearly basis.

**"ATM"** – An automated teller machine.

**"Authorised Merchant"** – Any person, merchant or retailer who agrees to accept or cause its outlet to accept the Debit Card for payment of goods or services.

**"Contact Centre"** – UOB Contact Centre and its details are set out in Clause 33.

**"Cardmember"**, **"you"** or **"your"** – The person to whom the Debit Card is issued to by us.

**"Card Not Present Transaction"** – A transaction effected without physically presenting the Debit Card at the point of sale including online transaction, Mail Order and Telephone Order (MOTO) transactions.

**"Cash Withdrawals"** – Cash withdrawals from the Account at the ATMs or Authorised Cash Outlets.

**"Cash Withdrawal Draft"** – The document or slip given by us or any affiliate of Mastercard Worldwide pertaining to cash withdrawals using a Debit Card.

**"Chip Terminal"** – A point of transaction terminal and where applicable equipped with contact less reader which is capable of reading, communicating and processing a transaction with a Debit Card.

**"Contact Transaction"** – A transaction effected via the Cardmember's Debit Card where the Cardmember is required to enter his/her PIN into the Chip Terminal and/or sign on a Sales Draft. For the avoidance of doubt, Contact Transactions does not include Contactless Transactions and Card Not Present Transactions.

**“Contactless Transaction”** – A transaction that uses radio-frequency identification (RFID) for making payment by tapping/waving the Debit Card over a secured reader, without requiring any signature of the Cardmember or PIN to be entered by the Cardmember. For avoidance of doubt, Contactless Transaction shall not apply to Card Not Present Transactions.

**“Debit Card”** – a UOB debit card or any other debit card issued by us pursuant to this Agreement and any substitution, replacement or renewal of such card.

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

**“eStatement”** - The electronic statement which is available for viewing through your UOB Personal Internet Banking following your enrolment for the eStatement service for the Account.

**“Group”** – our branches, agencies, representative offices, affiliated, associated or related corporations, and their respective officers, servants or agents, whether situated in or out of Malaysia, and includes us.

**“HOUSE”** – The ATM shared network operated by House Network Sdn Bhd under the “HOUSE” brand.

**“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, notices and any other documents which are required to be served under any written law and such notices under the Insolvency Act 1967.

**“Limit”** – The maximum daily amount that you are allowed to transact from the Account using the Debit Card or the balance amount in the Account, whichever is lesser.

**“Mastercard Worldwide”** – Mastercard International Incorporated, a company incorporated in the state of Delaware, with its principal office at 2000 Purchase Street, Purchase, NY 10577-2509, United States of America (and includes its successors-in-titles and assigns).

**“Minor”** – A person below 18 years of age.

**“PayNet”** - Payments Network Malaysia Sdn Bhd.

**“MyDebit”** – A card payment scheme that allows the Cardmember to make payment for the purchase of goods and/or services at any Authorised Merchants and withdraw cash at any Authorised Cash Outlet by debiting directly from the Account.

**“OTP”** – One-time password sent through SMS to your mobile number which is registered with us.

**“Pass code”** – A password or code which is used to authenticate your identity or authorise a transaction using the Debit Card. A pass code includes password, OTP, PIN and includes any other pass code as we may issue from time to time.

**“Personal Data”** – 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 a recording of your image on Closed Circuit Television (CCTV)), information relating to the Account either held 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”** – a 6-digit pin number.

**“Primary Account”** – the Account which you have selected to be the main and primary account for your Debit Card. All transaction made using the Debit Card will be debited from this account except for Cash Withdrawals. For Cash Withdrawals at the ATM, you may choose to withdraw monies from any of the Account.

**“Sales Draft”** – The document given by us or any affiliate of Mastercard Worldwide to an Authorised Merchant pertaining to purchases of goods and/or services using the Debit Card.

**“Shariah-compliant Goods and Services”** means goods and services that are acceptable and in accordance with Shariah

**“Statement of Account”** – The physical copy of the statement we issue to you every month or any additional physical statement issued upon your request, or the monthly eStatement which is available for viewing through your UOB Personal Internet Banking showing all the transactions in the Account including withdrawals, purchase of goods and/or services and internet transactions effected using the Debit Card, any amounts credited into the Account and the credit balance in the Account.

**“Statement Date”** – The date of the Statement of Account.

**“SMS”** – Short Message Service.

**“Telecommunication Instructions”** – Instructions from you to us by telephone or facsimile transmission or by any other means of telecommunication instruction.

**“Terms and Conditions”** – these terms and conditions governing the Debit Card (including any variation or addition to this terms and conditions we may prescribe from time to time).

**“Third Party Data Subject”** – 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.

**“UOBM”, “our”, “us” or “we”** – United Overseas Bank (Malaysia) Bhd (271809-K) whose registered office is at Level 11, Menara UOB, Jalan Raja Laut, 50350 Kuala Lumpur and its branches in Malaysia.

**“Validity Period”** – the period stated on the Debit Card.

1.2 These Terms and Conditions shall be read together with the terms and conditions governing the Accounts which can be found at our website at [www.uob.com.my](http://www.uob.com.my) or at any of our branches.

1.3 If there is a discrepancy or inconsistency between these Terms and Conditions and the terms and conditions governing the Accounts, these Terms and Conditions will prevail in relation to the matters relating to Debit Card.

1.4 A reference to –

- a) the singular number includes the plural, and vice versa;
- b) the masculine gender includes the feminine and neuter genders, and vice versa;
- c) a person includes an individual, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state, and a trust;
- d) a person includes the person’s executors, administrators, successors, substitutes, and assigns, and these Terms and Conditions will bind those persons; and
- e) “including” or “for example” (or other similar words) when introducing an example does not limit the meaning of words to those examples.

## **2.0 ACCEPTANCE OF DEBIT CARD**

- 2.1 When you receive the Debit Card that we issued to you, you must immediately sign on the signature strip at the back of the Debit Card.
- 2.2 When you sign on the Debit Card or first use the Debit Card, you are deemed to have accepted and agreed to be bound by these Terms and Conditions.
- 2.3 You must not use the Debit Card for any purpose at all, and must immediately cut the Debit Card in half when any of the following, occur:
- a) if you do not agree with the contents of these Terms and Conditions;
  - b) upon the expiry of the Validity Period;
  - c) upon your cancellation or termination of the Debit Card;
  - d) upon your request for a replacement Debit Card;
  - e) upon our cancellation, termination or revocation of the Debit Card;
  - f) upon recovery of the Debit Card after notification of its lost or theft;
  - g) if the Pass code is disclosed or exposed, voluntarily or otherwise, to any person; or
  - h) if you cannot remember your PIN or Pass code.
- 2.4 Upon our suspension of the Debit Card, you must not use the Debit Card for any purpose at all. You may only use the Debit Card after we have notified you that we have uplifted the suspension of the Debit Card.
- 2.5 At all times, the Debit Card remains our property and must be returned to us upon our request.
- 2.6 The Debit Card cannot be transferred to another person, and must be used only in accordance with these Terms and Conditions, and all requirements, directives, regulations and guidelines issued by us, Mastercard Worldwide, PayNet, Bank Negara Malaysia or any other authority.

## **3.0 FUNCTIONS OF THE DEBIT CARD**

- 3.1 The Debit Card may be used for any services we provide for any purpose approved by us, including–
- a) purchasing goods and/or services from an Authorised Merchant within Malaysia by performing Contact Transaction
  - b) withdrawing cash from your Account at any designated ATM within Malaysia;
  - c) purchasing goods and/or services from an Authorised Merchant by performing Contactless Transactions;
  - d) purchasing goods and/or services from an Authorised Merchant outside of Malaysia by performing Contact Transaction ;
  - e) withdrawing cash from your Account at any designated ATM outside of Malaysia; and
  - f) performing Card Not Present Transactions.
- 3.2 If you did not opt-out for the services stated in Clauses 3.1(a), 3.1(b) and/or 3.1(c) above, the services will be automatically made available to you, immediately after you have performed your first ATM transaction using your Debit Card at any of our ATMs. If you elect to opt-out for any of such services and subsequently decide to use the services, you may activate the services by visiting any of our branches and the services will be made available to you immediately after you have performed an ATM transaction or inquiry using your Debit Card at any of our ATMs.
- 3.3 In relation to the services set out in Clauses 3.1(d), 3.1(e) and 3.1(f) above, it will not be made available to you unless you have opted-in for the services.
- 3.4 You may de-activate any of the services stated in Clause 3.1 above by visiting any of our branches.
- 3.5 Your use of the Debit Card services is subject to the Limit, and we can decide not to honour a transaction if the Limit has been exceeded or there are insufficient funds in the Account to honour the transaction.

- 3.6 Your Debit Card supports two debit card brands, that is MyDebit and Mastercard. MyDebit is only applicable in Malaysia and Mastercard is accepted in and out of Malaysia.
- 3.7 When using your Debit Card at any Authorised Merchants in Malaysia, the Authorised Merchants may choose and decide to accept and process the payment on your Debit Card using either MyDebit or Mastercard.

#### **4.0 PASS CODE AND CONFIDENTIALITY OF PASS CODE**

- 4.1 When a Debit Card is issued, replaced or reissued to you at our branch, you are required to select your PIN and activate your Debit Card at the branch. When a new Debit Card is issued and sent to your mailing address, you are required to select your PIN and activate your new Debit Card via Interactive Voice Response (IVR).
- 4.2 You may, at any time, change your PIN :
- a) at any of our ATMs; or
  - b) at any of our branches.
- 4.3 If your PIN is disclosed or exposed to any person, you must immediately notify our Contact Centre to avoid any unauthorised transactions from taking place and change your existing PIN. The process of changing your PIN is set out in Clause 4.2 above.
- 4.4 You shall take all reasonable steps to ensure and prevent any unauthorised and/or fraudulent use of your Pass code at all times and to keep your mobile phone which receives the OTP secure when you are performing any Card Not Present Transaction.
- 4.5 You agree that your Pass code is strictly confidential and undertake not to disclose or expose or in any way cause your Pass code to be disclosed or exposed to any person (including our employees) 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.
- 4.6 You should memorise your Pass code and ensure that no written record of your Pass code is kept at any place or in any manner which may enable a third party to have access to or to use your Pass code.
- 4.7 You should not use a common PIN, i.e. your identity card number, passport, driving license, date of birth or contact number, and ensure that you change your PIN from time to time.

#### **5.0 USING THE DEBIT CARD**

- 5.1 You agree and undertake to take reasonable steps to prevent the lost or theft of the Debit Card, as follows:
- a) you should ensure that the Debit Card is returned to you after completing any transaction at the Authorised Merchant or the ATM;
  - b) you should destroy the Debit Card properly by cutting across the magnetic stripe and the chip in the event you wish to cancel the Debit Card and return it to us.
  - c) you should not leave the Debit Card unattended inside a car and/or at public places;
  - d) you should not lend your Debit Card to anyone as your Debit Card is exclusively for your own usage;
  - e) you should keep your unused Debit Card in a secure place.
- 5.2 If you suspect or become aware that –
- a) an unauthorised person knows your Pass code; or
  - b) there has been unauthorised access to your Debit Card, Account, or use of your Pass code; or
  - c) your Debit Card is lost or stolen; or
  - d) there are unauthorised transactions using your Debit Card,

you must as soon as reasonably practicable notify us at our Contact Centre and cut the Debit Card in half, failing which you will be liable for all transactions made and charges incurred under the Debit Card.

We shall be entitled to suspend / terminate the use of the Debit Card or cancel the Debit Card and you may be issued with a new Debit Card, as we decide, subject to any charges as we may from time to time impose.

In the event your Debit Card is lost or stolen outside of Malaysia, you must as soon as reasonably practicable notify any member of Mastercard WorldWide. Subsequently, you are required to provide us the following documents within seven (7) days from the date of occurrence of the incident,

- a) written confirmation of the incident;
- b) any other documents required by us including but not limited to a copy of the police report relating to the incident.

You are also required to give us any relevant information and reasonable assistance for the purpose of our investigation on the incident.

- 5.3 You agree that failing to comply with the requirements stated in Clauses 4, 5.1 and 5.2 may expose you to the consequences of theft or unauthorised use of the Debit Card, in which event you will be liable for all transactions made with the Debit Card, whether or not such transaction is within your knowledge or authority.
- 5.4 You will be required to use the Debit Card and your PIN to gain access to your Account for any Cash Withdrawals through ATMs.
- 5.5 Contactless Transaction
  - (i) There are two (2) types of Contactless Transactions which are:
    - (a) MyDebit Contactless – A contactless payment method through the MyDebit network that can be performed at any point of sales terminal which displays MyDebit Contactless logo; and
    - (b) Mastercard PayPass - A contactless payment method through the Mastercard network that can be performed at any point of sales terminal which displays Mastercard PayPass logo.
  - (ii) You acknowledge that the usage of the Debit Card for Contactless Transaction is limited to:  
A maximum of RM250 or its equivalent in foreign currency per transaction or RM800 in cumulative. We reserve the right to revise the limit or impose any other limit from time to time; or
  - (iii) For Contactless Transactions, the Authorised Merchant does not need to give you a completed transaction sales draft unless you request for it.
- 5.6 If you wish to use the Debit Card for payments in relation to online transactions, you are generally required to key in the OTP received to complete the payment for the online transaction.
- 5.7 We can require you at any time to prescribe a limit on your daily transactions in Ringgit Malaysia but in any event, it shall not exceed the Limit.
- 5.8 You cannot use the Debit Card for any transaction exceeding such Limit. However, transactions for Insurance Service (MCC 5960 and MCC 6300), Lodging – Hotel/Motel/Resort (MCC 7011), Colleges, University (MCC 8220) and Hospitals (MCC 8062 and MCC 8011) will be based on availability of the funds in the Primary Account and it is not subject to the Limit or the limit set by you.
- 5.9 You must not use or attempt to use the Debit Card for any transaction, in particular cash withdrawal, purchase of goods and/or services and payments or transfer of funds from any Account unless there is sufficient available funds in the relevant Account.
- 5.10 If the Primary Account that is linked to the Debit Card is an Islamic current / savings account, the Debit Card should be used for the purchase of Shariah-compliant Goods and Services only

- 5.11 You authorise us to debit your Primary Account and/or Account for any transactions made using the Debit Card and Cash Withdrawals, notwithstanding that such debit may result in the Account being overdrawn.
- 5.12 You will still be liable to us for transactions where you did not obtain or sign the Sales Draft and/or Cash Withdrawal Draft, if we decide that the omission is because of the nature of the transaction, or an oversight by you or the Authorised Merchant.
- 5.13 We can decide not to honour a transaction effected using the Debit Card if there is –
- a) an error, defect, failure or interruption in the provision of the ATM service or in our system or equipment;
  - b) a mechanical fault or malfunction of the terminals or equipment at the Authorised Merchant or any ATM or other service outlet;
  - c) insufficient available funds in the relevant Account;
  - d) a use or attempted use of the Debit Card for a transaction exceeding Limit except for transactions that is permitted under Clause 5.8 above; and
- you agree that we will not be liable for any loss, injury or damage which you may suffer as a result of such refusal or inconvenience.
- 5.14 All transactions made using the Debit Card, fees and other charges relating to such transaction or the Debit Card will be debited from the Account and reflected in the Statement of Account.
- 5.15 For any pre-authorised transactions as stated in Clause 5.15.1 and 5.15.2 below, the available balance in your Account or part of it may be earmarked until the transaction is concluded.
- 5.15.1 For petrol purchases performed at the pump/kiosk using the Debit Card, a pre-authorised amount determined by us will be earmarked from the available balance in your Account for a period of four (4) days, from the day of transaction.
- 5.15.2 For other pre-authorised transactions made using the Debit Card, a pre-authorised amount determined by the Authorised Merchant will be earmarked from the available balance in your Account until the transaction is finalised and the actual transaction amount has been debited from your Account.
- 5.16 If there is insufficient available balance in the Account to pay for any transaction, fees or other charges relating to such transaction or the Debit Card, we can (but not obliged to do so) transfer the funds from any other account held by you with us, to the Account.

## **6.0 JOINT ACCOUNTS**

- 6.1 If the Account is held by more than one person, the Debit Card may be issued to any accountholder who can operate the Account alone. All transactions effected with any Debit Card from a joint Account will be binding on all account holders, who will be jointly and severally liable.
- 6.2 The mandate on the operation of a joint Account can only be changed or varied upon the return of the Debit Card by the Cardmember to us, and the Debit Card will then be cancelled.

## **7.0 OVERSEAS TRANSACTIONS**

- 7.1 You can use the Debit Card outside Malaysia at any Authorised Merchants - except for Contactless Transactions which are for domestic use in Malaysia only.
- 7.2 You can use the Debit Card for Cash Withdrawals at any ATMs which accept Mastercard in countries approved by us. If you effect such Cash Withdrawals at ATMs not belonging to us, charges may be imposed for such Cash Withdrawals.

7.3 If you use the Debit Card for Cash Withdrawals or for a transaction in a currency other than Ringgit Malaysia, it will be converted at the conversion rate as determined by Mastercard Worldwide as at the date the transaction is posted into the Account. The conversion rate on the date of such posting may differ from the conversion rate on the date of transaction. An administration cost of 1% or such other rate as determined by us for the conversion will be chargeable to you. Any rate imposed is determined by Mastercard Worldwide and is final and conclusive, and you will bear all exchange risks, loss, commission and other costs which may be incurred relating to such conversion.

Dynamic Currency Conversion ("DCC") is a service offered by certain overseas merchants which provides you with the option to pay for your foreign currency transactions with your Debit Card in Ringgit Malaysia at the point of sale.

7.4 The conversion rate for DCC is determined by the relevant overseas merchant. The conversion rate for any payment made through DCC service (where payment is made in Ringgit Malaysia at the point of sale) may be higher than the conversion rate determined by Mastercard Worldwide (where payment is made in foreign currency at the point of sale).

7.5 All overseas transactions or Cash Withdrawals must not violate the laws of the country where the transactions or Cash Withdrawals are effected. Where applicable, you must ensure compliance of the Foreign Exchange Administration Rules issued by Bank Negara Malaysia as may be varied and implemented from time to time.

## **8.0 UNLAWFUL TRANSACTIONS**

You shall use the Debit Card responsibly. You cannot use the Debit Card for any unlawful activities. If we find, suspect or have reasons to believe that your Debit Card has been 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 or any unlawful activity including but not limited to fraud, money laundering, terrorist activity, bribery, corruption or tax evasion or the enforcement of any economic or trade sanction. The actions we may take include but shall not be limited to immediate suspension or termination of the use of the Debit Card, making reports to the relevant authorities and taking such appropriate actions as we may decide.

## **9.0 LIABILITY FOR ANY LOST OR STOLEN DEBIT CARD, DISCLOSURE OF YOUR PASS CODE TO UNAUTHORISED PERSON OR UNAUTHORISED USE OF DEBIT CARD**

9.1 If you have:-

- a) acted fraudulently;
- b) delayed in notifying us as soon as reasonably practicable after having discovered the lost or unauthorised use of your Debit Card;
- c) voluntarily disclosed your PIN to another person or allowed another person to use your Debit Card;
- d) left your Debit Card or any item containing your Debit Card, unattended in places visible and accessible to others; or
- e) recorded your PIN on the Debit Card, or on anything kept in close proximity with your Debit Card;

you will be liable for any transaction made with the Debit Card.

9.2 At your request, we can (but are not obliged to) issue you with a replacement Debit Card following its lost or theft. You must pay a replacement fee for each replacement Debit Card. To the fullest extent permitted by law, you will remain liable for any transaction effected through the use of the lost or stolen Debit Card, including transactions effected prior to your notification to us of the lost or theft but not yet posted to the Account, and any existing standing instructions made by you to an Authorised Merchant.

9.3 When you receive the replacement Debit Card, you must sign on the signature strip. When you first use the replacement Debit Card, it will be a valid activation of that Debit Card. You are solely responsible to notify the Authorised Merchant to cancel or amend any existing standing instructions in relation to the lost or stolen Debit Card and/or the replacement Debit Card.



## 10.0 TERMINATION, CANCELLATION OR SUSPENSION OF DEBIT CARD

- 10.1 You may terminate the use of the Debit Card at any time by written notice to us. No refund of the annual fee paid will be made to you.
- 10.2 We can at any time withdraw, terminate or suspend your use of the Debit Card, the Account and/or any other related services, refuse to authorise any transaction under the Debit Card and/or refuse to re-issue, renew or replace the Debit Card, upon the occurrence of any of the following ("Event of Default") –
- a) you do not comply with any applicable laws;
  - b) you exceed the Limit;
  - c) you threaten to breach or have breached these Terms and Conditions;
  - d) you give us untrue, inaccurate, incomplete or misleading information;
  - e) you pass away or become insane;
  - f) you become bankrupt or insolvent or allow any judgment to remain unsatisfied for a period of twenty-one (21) days;
  - g) you commit any act of bankruptcy or are unable to pay your debts, suspend your debts or enter into any composition or arrangement with or for the benefit of your creditors;
  - h) a petition is presented against you for bankruptcy;
  - i) a distress execution, attachment or other legal proceedings are levied, enforced or taken out against any of your assets;
  - j) any of your Account with us is re-designated or closed by us for any reason whatsoever;
  - k) any litigation (whether civil or criminal), arbitration or administrative proceedings is pending, on-going or threatened against you;
  - l) you commit or threaten to commit a default or breach of any agreements, covenants, stipulations, terms or conditions executed between you and us, which you are required to observe and perform;
  - m) it is unlawful, illegal or impossible for us to grant you or to continue to grant you the use of the Debit Card or the Account or to comply with our obligations under these Terms and Conditions or for us to enforce any of our rights under these Terms and Conditions;
  - n) we suspect or have reasons to believe that the Debit Card is used for any unlawful activity;
  - o) any investigation by the police or police organization. Governmental body or agency, anti-corruption commission or agency or regulators (in Malaysia or elsewhere) is pending, on-going or threatened against you;
  - p) your whereabouts are unknown to us;
  - q) we, in our absolute discretion, decide that there is any change in the market conditions which would cause the continuation of the Debit Card facilities and services offered to you to be temporarily or permanently not practical or not possible from a commercial point of view;
  - r) you have been charged or convicted for any criminal offences or have any criminal records;
  - s) any report lodged against you under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001;
  - t) we decide that the continuation of the use of the Debit Card could likely be detrimental to our position and; our decision is final.
- 10.3 Regardless of Clause 10.2, we can withdraw, suspend or terminate your use of the Debit Card by giving notice to you.
- 10.4 Upon cancellation or termination of your Debit Card, you will remain liable for any transactions effected through the use of the Debit Card up till the effective date of cancellation or termination of the Debit Card, including transactions which have yet to be posted to the Account, and any existing standing instructions made by you to an Authorised Merchant. You are solely responsible to notify the Authorised Merchant and cancel any existing standing instructions prior to or upon termination of your Debit Card.
- 10.5 If the Debit Card is terminated or cancelled, you must cut the Debit Card in half across the magnetic strip and the chip.

- 10.6 If, following cancellation or termination of the Debit Card, you do not cut the Debit Card in half, you will continue to be liable for any charges and transactions incurred with the Debit Card and such charges and transactions will be debited from your Account.

## **11.0 EXCLUSION OF LIABILITY**

- 11.1 We will not be liable for damages suffered or loss incurred by you including but not limited to loss of reputation or embarrassment under the following circumstances:-
- a) in connection with any representation made by us or implication due to–
    - i) the cancellation or our refusal to renew the Debit Card;
    - ii) suspension or restriction imposed by us on your use of the Debit Card;
    - iii) any amendments, modifications, revision, restriction, increase, suspension, cancellation or withdrawal of any of your benefits or privileges conferred on you under the Debit Card;
  - b) due to any act or omission by the Authorised Merchant -;
  - c) due to any retention of the Debit Card or refusal by the Authorised Merchant - to honour the Debit Card-;
  - d) in connection with any statement, representation or communication made by the Authorised Merchant -;
  - e) due to any defect or deficiency in goods purchased or services rendered by the Authorised Merchant -;
  - f) due to any dissatisfaction with the quality, effectiveness and/or genuineness of the goods purchased and/or services rendered by the Authorised Merchant.

## **12.0 FEES, CHARGES AND RIGHT TO DEBIT**

- 12.1 You agree to pay, and authorise us to debit from the Account, at any time all fees and charges, interests, taxes, duties or levies incurred in connection with the issuance and use of the Debit Card, and all legal costs, charges and expenses which we may incur in enforcing or seeking to enforce these Terms and Conditions.
- 12.2 You are liable to pay for any taxes or levies which as at the date of the issuance of the Debit Card or at any date subsequent to the date of issuance of the Debit Card, is required by law (including regulations, guidelines, decisions or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines, decisions or directives) to be paid to any body or authority having jurisdiction over us, in respect of any moneys charged or incurred by us in relation to the Debit Card
- 12.3 Any taxes or levies incurred by us in relation to the use of the Debit Card and any other goods or services provided under the Debit Card shall be borne by and charged to you and in the event that we shall effect any payment, you shall be liable to reimburse us for such amounts paid.
- 12.4 You must pay an annual fee for the Debit Card when the Debit Card is issued or renewed. The annual fee will be debited to your Account when due, and is not refundable.
- 12.5 You must pay a service charge (at a rate we determine at any time) for services we render in connection with –
- a) a request for the production or photocopy and/or original of a Sales Draft or other documents;
  - b) the replacement of a lost or stolen Debit Card; or
  - c) the replacement of Debit Card due to any matters relating to the PIN.
- 12.6 You must pay any other fees and/or charges imposed at any time by us or any relevant authority having jurisdiction over us in relation to the issuance and use of the Debit Card.

## **13.0 FEATURES AND BENEFITS GENERALLY**

We can at any time amend, modify revise, restrict, increase, suspend, cancel or withdraw all or any facilities, services, benefits and privileges conferred on you pursuant to the Debit Card with prior notice.

#### **14.0 DISPUTES**

- 14.1 You must resolve all complains, claims and disputes against an Authorised Merchant directly, and you agree not to enjoin us in any such claims, disputes or legal proceedings, and no such claim can be set-off against us.
- 14.2 To the fullest extent permitted by law, any claim or dispute which you may have against an Authorised Merchant will not impose any obligation on our part under these Terms and Conditions to withhold any transfer or payment of any monies from the Account to the Authorised Merchant. You agree that we shall not be held liable for effecting such transfer or payment to the Authorised Merchant.
- 14.3 You must contact and update the Authorised Merchant directly on any cancellation of recurring billing standing instruction or charge or cancellation of a Debit Card in connection with any recurring billing standing instruction. You agree that you will directly forward any claim or dispute in connection with the recurring billing appearing in the Statement of Account and/or eStatement to the Authorised Merchant, and that we will not be held liable in any way.
- 14.4 When you report that there is a disputed transaction you have against an Authorised Merchant, you must provide to us the following information, whether orally or in writing, in relation to the disputed transaction:
- a) your name;
  - b) the affected Account;
  - c) date and amount of the disputed transaction; and
  - d) reason why you believe that it is a disputed transaction.
- 14.5 We reserve the right to debit the full amount of the disputed transaction(s) from your Account given proof that the disputed transaction(s) is/are legitimate and authorised by you by providing twenty (21) days prior notice to you.
- 14.6 Any attempt on your part to make false claims on the disputed transactions will entitle us to exercise any of our rights under these Terms and Conditions.

#### **15.0 CROSS DEFAULT**

If you breach any of the terms and conditions in any other agreement with us, we may suspend or terminate the use of the Debit Card.

#### **16.0 VARIATION**

- 16.1 We can, at any time vary, add to, delete or amend the fees and charges and these Terms and Conditions by giving you twenty one (21) days' prior notice, either through statement insert in your Statement of Account or by posting on our official website at [www.uob.com.my](http://www.uob.com.my) or by displaying notice at any of our branches.
- 16.2 Any variation referred to in Clause 16.1 will take effect on the date we specify on the notice. If you do not accept the amendments, you must cancel or terminate the Debit Card prior to the effective date by providing written notification to us. The retention or use of the Debit Card from the effective date onwards will be deemed to constitute your acceptance of such changes and such changes will be binding on you.

#### **17.0 DISCLOSURE**

You agree and consent that we (including our officials, employees, agents or any other persons to whom we grant access to our records, correspondence or any material relating to you, your Account or Debit Card) can disclose at any time, any information relating to you, your Account or Debit Card, to the following persons:

- a) any one or more members of the Group, for any of the following purposes:
  - (i) providing you with banking services;
  - (ii) reporting;
  - (iii) data matching;
  - (iv) improving and furthering the provision of other services by us;
  - (v) fraud or crime prevention;

- (vi) investigating, preventing or otherwise in relation to money laundering and criminal activities;
- (vii) debt collection;
- (viii) outsourcing our operations;
- (ix) performance of duties as our officer or in connection with the conduct of audit or the performance of risk management;
- (x) facilitating our performance or any members of the 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 merchants or establishment which accepts the Debit Card, any other bank or financial institution, Mastercard Worldwide. or its successors, any member of Mastercard Worldwide and/or any other interested party to facilitate the use of the Debit Card or processing of any affected transaction or investigation on matters relating to the Debit Card;
- c) any person related to any action or proceeding taken to recover monies due and payable by you to us under these Terms and Conditions;
- d) any person, whether in Malaysia or elsewhere, who provides electronic or other services to us for the purpose of providing, updating, maintaining and upgrading the services, including but not limited to investigating discrepancies, errors or claims;
- e) 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;
- f) the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- g) other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- h) our auditors, solicitors, and professional advisors;
- i) 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;
- 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, insurer or insurance/takaful provider 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 the banking agreement between you and us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;
- m) for transactions effected or processed with or without your authority in or through the ATMs of other banks or financial or non-financial institutions or terminals or other card operated machines or devices we approve, to the bank, financial institution or non-financial institution, trader or other party accepting the use of the ATM card and their respective agents or contractors;
- n) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any members of the Group;
- o) any person to whom we or any members of the Group is permitted or required to disclose to under the law of any country;
- p) any person connected to the enforcement or preservation of any of our rights under these Terms and Conditions;
- q) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any authority having jurisdiction over us; and
- r) any other country, its central bank or investigative authorities for the purpose of compliance with any automatic exchange of financial account information under any multilateral convention on mutual administrative assistance in tax matters.

## **18.0 COURT ORDER**

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

## 19.0 DATA PROTECTION

- 19.1 You hereby confirm that you have received, read, understood and agreed to be bound by the Privacy Notice issued by us (which is available at our branches as well as at our website at [www.uob.com.my](http://www.uob.com.my)) and the clauses in 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.
- 19.2 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.
- 19.3 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) confirm 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;
  - b) 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);
  - 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 should such consent be withdrawn by the said Third Party Data Subject.
- 19.4 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.
- 19.5 Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to us and the Group, you agree that we and the Group, and our merchants and strategic partners may contact you about products, services and offers, which we believe may be of interest to you or benefit you financially. Notwithstanding the foregoing, we will only disclose your Personal Data (excluding data relating to your affairs or the Debit Card) with our merchants and strategic partners where your express prior consent has been obtained.
- 19.6 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.
- 19.7 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 facilities with us, and/or without imposing additional costs to you.
- 19.8 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 your Personal Data held or stored by us; and
- d) to make an enquiry or complaint in respect of our processing of your Personal Data.

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

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

We may charge a fee for processing your request for access. We may also refuse to comply with your 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/or the Third Party Data Subject of our refusal and reason for our refusal.

- 19.9 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.
- 19.10 Please note that should we no longer have the right to process the Personal Data provided to us by you (including where 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.
- 19.11 We reserve the right to amend this Clause 19 from time to time as we deem necessary 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.
- 19.12 This Clause 19 shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of data.

## **20.0 INDEMNITY**

- 20.1 In addition and without prejudice to any other of our right or remedy (at law or otherwise), to the fullest extent permitted by law and unless it is due to our willful misconduct or gross negligence, you will on demand indemnify us and hold us harmless from and against all losses, costs, charges and expenses, including legal costs on a full indemnity basis and all goods and services, value added and other duties, levies and taxes payable un such costs, charges and expenses which we may sustain, suffer or incur due to:-
  - (a) any failure by you to comply with any of these Terms and Conditions or such other applicable terms and conditions;
  - (b) us acting in accordance with your instructions or in any manner permitted under these Terms and Conditions;
  - (c) any changes in any applicable laws including but not limited to any taxation laws or regulations of any country having jurisdiction over us;
  - (d) any act or thing done or caused to be done by us in connection with these Terms and Conditions;
  - (e) us relying and acting upon any instruction from you in good faith even if it is subsequently shown that the instruction was not given, written or authorized by you);
  - (f) preservation or enforcement of our rights under these Terms and Conditions;

- (g) any involvement by us in any proceedings of whatever nature for the protection of or in connection with the Debit Card.

20.2 Our certification of the amount of the said loss, costs, charges and expenses will be conclusive and binding upon you unless there is any obvious mistake.

## 21.0 NOTICES AND COMMUNICATION

- 21.1 Any notice, demand, request or communication (other than Legal Process) that we send to you may be:-
- (a) delivered by hand to your address as stated in the application form for the Account / Debit Card or such other address last known to us;
  - (b) sent by post (registered, AR registered, ordinary or otherwise) to your address as stated in the application form for the Account / Debit Card or such other address last known to us;
  - (c) sent by facsimile transmission to the facsimile number last known to us;
  - (d) sent by electronic mail to the electronic mail address last known to us;
  - (e) sent by short message system (SMS) to the mobile phone number last known to us;
  - (f) communicated to you by posting on our website;
  - (g) communicated to you by insertion in any Statement of Account which we send to you.

- 21.2 The said notice or communication will be deemed to have been received by you:-
- (a) at the time of delivery at your address, if delivered by hand;
  - (b) on the third (3<sup>rd</sup>) day (including the day of posting) from the date it is posted;
  - (c) at the time the facsimile transmission is completed;
  - (d) at the time the electronic mailing is completed;
  - (e) at the time the sending by short message system (SMS) is completed;
  - (f) at the time the Statement of Account is deemed to have been received by you.

- 21.3 Changes in contact details:
- a) You agree to notify us immediately on any changes of your correspondence, mailing or residential address and your contact information ("Information").
  - b) If you do not inform us of any change in your Information, you agree that we may rely on:
    - (i) any address and/or contact information stated in the application form or as reflected in our records;
    - or
    - (ii) any address and/or contact information we obtain from any communication issued from you to us.
  - c) Any failure by you to notify us of a change in your Information resulting in the delay or the non-delivery of any Statement of Account, correspondence and/or notice will not prejudice our rights and entitlements under these Terms and Conditions.

### **Instructions – Oral, Facsimile, Personal Internet Banking, Mobile Services and Other Mode**

- 21.4 If we agree to accept and act on instructions given orally, by facsimile, Personal Internet Banking or Mobile Services or in any other mode or manner, you acknowledge and accept the risks of giving such instructions (including the risk of fraud, forgery, delay and misunderstanding, the risk that we may process the instructions twice, and the risk that the information transmitted may not be secured).

### 21.5 **Recordings**

We may record instructions and other telephone conversations and you agree that such recordings or their transcripts may be used as conclusive evidence of the instructions and telephone conversations.

- 21.6 You authorise us to act on your instructions given by telephone, mobile phone [including Short Messaging Services (SMS) or Multimedia Messaging Service (MMS) sent from the mobile contact number last known to us], telex, facsimile transmission or other means of telecommunication instructions which we in good faith believe are given by you.

21.7 Unless expressly stated otherwise in these Terms and Conditions, we shall be entitled to rely and act upon any instruction given in writing as stated in Clause 21.6 above and shall not be liable to you in any way for acting in good faith upon any such instruction even though it is subsequently shown that it was not given by you, or for any misunderstanding or any error, loss or delay resulting from the use of mobile devices, postal services, telex or teletype machines, cable devices, facsimile transmission devices or computer devices. We shall be entitled to rely and act upon any instruction communicated over the telephone or mobile phone as stated in Clause 21.6 above, and the risks of misunderstanding and error and of instructions being given by unauthorised persons are entirely yours. We shall not be liable for any loss, liability or expenses which result from any such misunderstanding, error or unauthorised instruction.

21.8 You undertake to fully indemnify us, and keep us fully indemnified and saved harmless at all times against all actions, proceedings, claims, demands, liabilities, losses, damages, costs and expenses of any nature (including legal costs on a full indemnity basis) arising in any manner which we may sustain, suffer or incur as a result of us agreeing to act on such instructions referred to in Clause 21.

## **22.0 RETENTION OF YOUR RECORDS**

You agree that we are not obligated to maintain any records of your Debit Card, including but not limited to the Debit Card application forms, transaction documents, Statement of Account, correspondences or documents provided to us by you or any other third party, exceeding any retention period as set out under our internal policies, guidelines and procedures and/or as provided under any applicable laws or regulations of any country having jurisdiction over us.

## **23.0 SERVICE OF LEGAL PROCESS**

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) 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) 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 and it shall be deemed to have been duly received by you on the third (3<sup>rd</sup>) day (including the day of posting) from the date it is posted.

## **24.0 CIRCUMSTANCES BEYOND OUR CONTROL**

If we are unable to perform any of our obligations under these Terms and Conditions, or carry out any operations or provide any service due to any reason beyond our control, including –

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

## **25.0 TIME**

Time will be of the essence in these Terms and Conditions.

## **26.0 WAIVER**

26.1 You agree that if you breach any of these Terms and Conditions, we may decide not to exercise any right or remedy which we may have in relation to your breach.

26.2 You agree that, even if we may not have exercised any right or remedy available to us immediately upon your breach, we shall not be held to have waived or acquiesced to such breach and we may at any time after that exercise all or any



of our rights or remedies available to us under these Terms and Conditions and any applicable laws. Any delay on our part in taking steps to enforce the remedies available to us under these Terms and Conditions or any applicable laws shall not in any way affect our right to take those steps and we retain the right at any time afterwards to strictly enforce or to insist on our rights in relation to that breach or any subsequent breach by you.

**27.0 SEVERABILITY**

If any of the provisions of these Terms and Conditions is or becomes invalid or unenforceable, the invalid or unenforceable provision is to be treated as not having been included in these Terms and Conditions; the remainder of these Terms and Conditions is to continue to be effective and in force and is not to be affected in any way by the invalid or unenforceable provision.

**28.0 CUMULATIVE REMEDIES**

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.

**29.0 USE OF DEBIT CARD FOR ADDITIONAL/SUBSTITUTED ACCOUNT**

We may allow, at your request, any Debit Card to be used or continue to be used in relation to or in substitution for the Account originally designated by you, and these Terms and Conditions will apply to the use of the Debit Card in relation to any such other Account.

**30.0 PRESERVATION OF RIGHTS AND ENTITLEMENT**

You agree that, regardless of what is stated anywhere else in these Terms and Conditions, our rights under these Terms and Conditions will continue to remain in full force and effect, and shall survive any cancellation, revocation or suspension of the use of the Debit Card.

**31.0 ASSIGNMENT**

You may not assign any of your rights under these Terms and Conditions without our express written consent. We may assign any or all of our rights under these Terms and Conditions to any person we deem fit.

**32.0 LAW**

These Terms and Conditions will be governed by and construed in accordance with Malaysian law, and you irrevocably –

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

**33.0 COMPLAINT AND ENQUIRY**

In the event of complaints or enquiries relating to Debit Card, you may contact our Contact Centre at:

Contact Number: 03-2612 8121

Fax: 03-2690 0121

Email: uobcustomerservice@uob.com.my

**34.0 SUCCESSORS BOUND**

These Terms and Conditions will be binding upon your heirs, personal representatives and successors-in-title and our assigns and successors-in-title.