

TERMS AND CONDITIONS GOVERNING UOB PHONE BANKING SERVICES
(Effective from 15th July 2019)

Definitions

The following terms and expressions used in these Terms and Conditions have the following meanings:-

“Access ID” means the identification linking your Account to the UOB Phone Banking Services.

“Account(s)” means any account opened or maintained with us including, but not limited to savings, current, credit card, loan account or such other accounts which may be accessed through the UOB Phone Banking Services as may be determined by us from time to time.

“Accountholder(s)” or “you” or “your” means an accountholder of the Account, whether singly or jointly, whichever is applicable and shall include their respective personal representatives.

“ATM” means our automated teller machine.

“Authorised Person” means a person (whether alone or jointly with any other person or persons) authorised by you to give Instructions and/or operate the Account.

“Business Day” means any day banks are open for business in Kuala Lumpur.

“Group” means our branches, agencies, representative, officers, affiliated associated or related corporations and their respective officers, servants or agents, whether in Malaysia or elsewhere.

“Instructions” means any instructions given by you or your Authorised Person to us through the telephone or mobile phone.

“Limit” means the maximum daily amount that you are allowed to transact from the Account using the UOB Phone Banking Services or the balance amount in the Account, whichever is lesser.

“Legal Process” may include, but is not limited to, any originating process including writ of summons and originating summons as well as any other forms of originating process, pleadings, interlocutory applications, affidavits, orders, judgments and any other documents which are required to be served under any written law and such notices under the Insolvency Act 1967 and the National Land Code 1965.

“Personal Data” may include, but is not limited to, your name, address, occupation, contact details, information captured on security systems (including a recording of your image on Closed Circuit Television (CCTV)), the information contained in the Account held by you either singly or jointly with any other person, the type of products and/or services that you have subscribed to with us (including the UOB Phone Banking Services), any Transactions and such other necessary data regarding yourself, the Authorised Person and your transactions with us.

“UOB Phone Banking Services” means the 24-hour telephone banking services made available by us to you that enables you to access your Account(s) and/or effect banking and/or other Transaction through the telephone or mobile phone.

“TPIN” means the telephone personal identification number given to you or selected by you to authenticate your identity or your Authorised Person’s identity in order to access and use the UOB Phone Banking Services and/or to authorise a Transaction.

“Transaction” means all transactions effected by you using the UOB Phone Banking Services.

“UOBM”, “our”, “us” or “we” means United Overseas Bank (Malaysia) Bhd (271809-K) and includes all its successors-in-title and assigns.

1. Terms and Conditions

1.1 These terms and conditions (“Terms and Conditions”) govern our UOB Phone Banking Services and it is important that you read and understand these Terms and Conditions before using and accessing the UOB Phone Banking Services. If you use and access the UOB Phone Banking Services, you are deemed to have read, understood and accepted these Terms and Conditions.

1.2 These Terms and Conditions shall be read together with the respective terms and conditions governing the Accounts, which can be found at our website at 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 respective terms and conditions governing the Accounts, these Terms and Conditions shall prevail for matters in relation to the UOB Phone Banking Services.

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 the person’s attorney, executors and administrators, and these Terms and Conditions will bind those persons; and
- (d) “including” or “for example” or other similar words when introducing an example does not limit the meaning of words to those examples.

2. Eligibility

2.1 You must be an Accountholder aged eighteen (18) years and above before you apply for the UOB Phone Banking Services.

3. Application for the UOB Phone Banking Services

3.1 If you are an individual and have an Account, you may apply for the UOB Phone Banking Services through the following manners :-

- (a) through any of our ATMS if you have a Debit Card or Credit Card. You will be required to select your TPIN and upon our approval of your application, you will be issued an Access ID which is printed on the ATM receipt;

- (b) through any of our branches, by filling up and submitting a completed application form. Upon our approval of your application, you will be issued an Access ID. You are then required to select your TPIN; or
 - (c) through post, by filling up and submitting a completed application form to [P.O Box 11212, 50738 Kuala Lumpur, Malaysia]. Upon our approval of your application, we will send the Access ID and TPIN to you through ordinary post or such other manner as determined by us in our absolute discretion.
- 3.2 If you are a corporation and have an Account, you may apply for the UOB Phone Banking Services through the branch where the Account is maintained, by filling up and submitting a completed application form. Upon our approval of your application, we will send the Access ID and TPIN to you through ordinary post or such other manner as determined by us in our absolute discretion.
- 3.3 We shall not be liable in the event that the Access ID and TPIN fails to reach you after dispatch or are disclosed to any unauthorised person(s) whilst in transit.
- 3.4 We can, at our absolute discretion decline any application for UOB Phone Banking Services without giving any reason.
- 3.5 If you have more than one Account with us, you may request to link the Accounts that are eligible to be linked, as determined by us at our sole discretion from time to time, to your UOB Phone Banking Services. We can, at our absolute discretion decline any request to link an Account without giving any reason.

4. Joint Accountholders

- 4.1 For joint Accounts which do not require more than one signatory, the UOB Phone Banking Services will be made available to each Accountholder.
- 4.2 Upon the receipt of an application by any joint Accountholder for the UOB Phone Banking Services, we will issue the Access ID and/or TPIN to that Accountholder. The Access ID and TPIN assigned to one of the joint Accountholder can only be used by that Accountholder.
- 4.3 We shall be entitled to act on any Instructions from any Accountholder and each Accountholder shall be jointly and severally liable for all Transactions effected on the joint Account through the UOB Phone Banking Services.
- 4.4 For joint Accounts which require more than one signatory, the UOB Phone Banking Services will not be available for these Accounts.

5. Access ID and TPIN

- 5.1 You shall take all reasonable steps to ensure and prevent the loss, theft or any unauthorised and/or fraudulent use of your Access ID and TPIN and to ensure that the Access ID and TPIN are solely within your possession and secure at all times.
- 5.2 You agree that your Access ID and TPIN are strictly confidential and undertake not to disclose or expose or in any way cause your Access ID and TPIN 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 or any other manner. Any advice sent to you concerning the Access ID and TPIN must be destroyed after you have read them.

5.3 You should memorise your Access ID and TPIN and ensure that no written record of your Access ID and TPIN is kept at any place or in any manner which may enable a third party to have access to or to use your Access ID and TPIN. You should not use a common Access ID and TPIN, i.e. the last six (6) digits of your identity card number, date of birth or telephone number, and ensure that you change your Access ID and TPIN from time to time.

5.4 You agree that failing to comply with these requirements may expose you to the consequences of theft or unauthorized use of the UOB Phone Banking Services to access your Accounts, in which event you will be liable for all Transactions effected on the Account through the UOB Phone Banking Services, whether or not such Transaction is within your knowledge or authority.

5.5 If you suspect or become aware that –

- (a) an unauthorized person knows your Access ID and TPIN;
- (b) there has been unauthorised access to your Account or use of your Access ID or TPIN through the UOB Phone Banking Services; or
- (c) there was any unauthorized Transactions;

you must immediately change the existing Access ID and TPIN or request for new Access ID and TPIN, whichever is applicable. You must also, as soon as reasonably practicable, notify us at our Contact Centre and comply with the requirements mentioned in Clauses 11.1 and 11.2 in these Terms and Conditions. You must also give us any relevant information and reasonable assistance in investigating the matter.

5.6 You will be liable for any unauthorized transactions that occur in relation to a lost, stolen or misused Access ID and/or TPIN, unless you have notified us in accordance with Clauses 11.1 and 11.2 or you have not acted fraudulently.

5.7 Notwithstanding anything in this Clause 5, we may deactivate or revoke the use of your Access ID and TPIN at any time.

6. UOB Phone Banking Services

6.1 The UOB Phone Banking Service will be made available upon your activation of the Access ID. The range of our UOB Phone Banking Services which are available to you may be varied by us from time to time at our sole discretion.

6.2 We may at any time:-

- (a) change the operating hours or the time period during which the UOB Phone Banking Services is made available;
- (b) set or change the manner of use of the UOB Phone Banking Services;
- (c) limit, cancel or suspend the operations of the UOB Phone Banking Services or part of it; or
- (d) suspend temporarily the operations of UOB Phone Banking Services for any updating, upgrading, maintenance or enhancement works. In the event the UOB Phone Banking Services are not available, you agree to carry out your transactions at any of our branches or use other alternative banking services available to you.

- 6.3 We will use reasonable efforts to ensure that the UOB Phone Banking Services will be available during the specified times but we cannot guarantee that they will be available and uninterrupted at all times.
- 6.4 For the avoidance of doubt, until such time that we have been duly notified of your death or bankruptcy, we shall be entitled to carry out or continue to carry out and effect your Instructions to us using the UOB Phone Banking Services.
- 6.5 We shall not be liable to you for any loss or damage suffered by you as a result of :-
- (a) the use of or inability to use the UOB Phone Banking Service;
 - (b) any interruption, malfunction, suspension or termination of the UOB Phone Banking Service; and
 - (c) carrying out or not carrying out any of your Instruction.

7. Instructions

- 7.1 All Instructions given or Transactions effected through the UOB Phone Banking Services using your Access ID and TPIN are irrevocable and binding on you.
- 7.2 We will carry out the Instructions given by you in accordance with our standard banking practices. If we receive your Instructions after a certain time or deadline set for certain Transactions (in accordance with our standard banking practices), the Instructions may only be carried out on the next Business Day.
- 7.3 You shall ensure that the Instructions provided to us are complete, accurate and correct and you shall be liable for any Transaction effected by us pursuant to your Instructions.
- 7.4 We shall be entitled to rely and act upon any Instruction 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 error, incomplete information or misunderstanding in the Instructions given.
- 7.5 We shall be entitled to debit your Account immediately on completion of any Transaction.
- 7.6 We may at any time at our sole discretion, refrain from acting upon any Instruction or part of it or refuse to execute any such Instruction, if:-
- (a) we have any doubt on the authenticity, clarity or completeness of the Instructions;
 - (b) the form or content of such Instructions is not in accordance with the requirements or policies or practices as we prescribe from time to time;
 - (c) we believe or suspect that the Instructions are unauthorised or fraudulent;
 - (d) you have not complied with these Terms and Conditions or there has been a breach of these Terms and Conditions; or
 - (e) we deem appropriate in the circumstances;

and we shall not be liable to you for any loss, liability or expenses arising from us refraining or refusing to act.

7.7 You consent and agree to us recording all Instructions and to the use of tapes or recording and any transcripts thereof for any purpose that we deem desirable including the use as evidence in any proceedings, against you or any other person. Our records (including but not limited to tape records,) of the Instruction given or purportedly given by you shall be final and conclusive evidence against you of the contents of the Instruction.

7.8 If you make a general request for any exchange or interest rates, we will provide this to you and you agree that such quoted rates are indicative only and not binding on us. Only rates which are in relation to a specific Transaction and as confirmed by us shall be binding on both parties.

8. Transactions and Limits

8.1 Before providing any Instructions to us through the UOB Phone Banking Services to effect any Transaction, you shall ensure that there are sufficient available funds in the Account to perform the Transaction.

8.2 You must not use or attempt to use the UOB Phone Banking Services to effect any Transaction, in particular payments or transfer of funds from any Account unless there is sufficient available funds in the relevant Account.

8.3 We can at our absolute discretion require you at any time to prescribe a Limit on your daily Transaction in Ringgit Malaysia and you cannot use the UOB Phone Banking Services to effect any Transaction exceeding such Limit. The Limit prescribed by you must not exceed the Limit as determined by us from time to time at our sole discretion.

8.4 We may at any time at our sole discretion, refrain from effecting any Transaction if:-

- (a) there is an error, defect, failure or interruption in the system for any cause beyond our control or for any reason;
- (b) there is an error on our part;
- (c) there is insufficient available funds in the relevant Account;
- (d) by effecting the Transaction, the balance in the Account will drop below the minimum balance required to be maintained for the Account as provided under the respective terms and conditions governing the Accounts; and
- (e) an attempt by you to effect a Transaction which exceeds the Limit.

8.5 Notwithstanding Clause 8.4 above, we can refuse to carry out any Transaction effected by you using the UOB Phone Banking Services for any reason we deem fit.

9. Fees, Charges and Right to Debit

9.1 You agree to pay, and authorise us to debit from the Account, at any time without notifying you in advance, all fees, charges, interests, taxes, duties or levies incurred in connection with the use of the UOB Phone Banking Services, and all legal costs, charges and expenses which we may incur in enforcing or seeking to enforce these Terms and Conditions.

- 9.2 You are liable to pay for any taxes or levies which as at the date of the application to use the UOB Phone Banking Services or at any date subsequent to the application to use the UOB Phone Banking Services, is required by law, 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 anybody or authority having jurisdiction over us, in respect of any fees and charges charged or incurred by us or services provided in relation to the UOB Phone Banking Services.
- 9.3 Any taxes or levies incurred by us in relation to the use of the UOB Phone Banking Services and any other goods or services provided under the UOB Phone Banking Services 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.
- 9.4 You must pay for the fees and/or charges imposed at any time by us or any relevant authority having jurisdiction over us for the use of the UOB Phone Banking Services and such fees and charges may change from time to time including but not limited to charges for fund transfers and such other fees and charges stated in this terms and conditions. The current rates on fees and charges will be made available to you at any of our branches, our official website at www.uob.com.my or upon your request.

10. Unlawful Transactions

- 10.1 You cannot use the UOB Phone Banking Services for any unlawful activities. If we find, suspect or have reasons to believe that the UOB Phone Banking Services 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 immediately suspending or terminating the use of the UOB Phone Banking Services, making reports and taking such appropriate actions as we may decide at our absolute discretion.

11. Your Liability for Loss, Theft or Disclosure of your Access ID and TPIN to Any Person or Unauthorised Use of the UOB Phone Banking Services

- 11.1 You agree and undertake to take all reasonable care and precaution to prevent the loss, theft or disclosure of your Access ID and TPIN or the unauthorised use of the UOB Phone Banking Services and should any of the foregoing events occur, you must as soon as reasonably practicable notify us at our Contact Centre or any of our branches. You understand that failure to take reasonable care and precaution to safeguard your Access ID and TPIN may expose you to the consequences of loss, theft and/or unauthorized use of the UOB Phone Banking Services.
- 11.2 You must follow up your notification in Clause 11.1 with a written confirmation and submission of any documents as required by us including but not limited to a copy of the police report filed in relation to the loss, theft or disclosure of your Access ID and TPIN within seven (7) days from the date of the loss/theft and/or disclosure.
- 11.3 All charges arising from the Transactions effected on the Account, whether authorised or not, are deemed to have been made by you. You will remain liable for

all Transactions effected on the Account and all charges related to such Transactions unless:

- (a) you have reported any loss, theft, disclosure or unauthorised use of the Access ID and TPIN and/or the UOB Phone Banking Services as soon as reasonably practicable to the Contact Centre or to any of our branches upon becoming aware of the loss or theft or unauthorised use respectively;
- (b) you have not acted fraudulently;
- (c) you did not deliberately disclose the Access ID and TPIN to any person, whether through unsolicited emails or calls or on any website other than our official website or otherwise;
- (d) you have taken reasonable steps to keep the Access ID and TPIN secure at all times;

and our records of the Transactions effected on the Account through the UOB Phone Banking Services are conclusive and binding on you.

11.4 To the fullest extent permitted by law, you will remain liable for any transaction effected through the use of the lost or stolen Access ID and TPIN, including transactions effected but not yet posted to the Account, and any existing standing instructions made by you to effect payment to any other third party.

12. Disclaimer

12.1 By using the UOB Phone Banking Services, you acknowledge and agree:-

- (a) to accept the inherent risks associated with carrying out the Transactions through the telephone or mobile phone or UOB Phone Banking Services; and
- (b) that we do not make any express or implied representations or warranties in relation to the UOB Phone Banking Services.

12.2 To the fullest extent permitted by applicable laws and regulations, without prejudice to any other provisions under these Terms and Conditions, we (as well as any of our directors, officers and employees) shall not be liable for any damages, loss, costs and expenses arising out of, or in connection with the UOB Phone Banking Services, or your use or inability to use the UOB Phone Banking Services, or in connection with any error, omission, defect or system failure.

12.3 Without limiting the generality of Clause 12.2 above, we shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by you or any third party by reason of or arising from:-

- (a) your failure to provide accurate, complete and timely Instructions to us under the UOB Phone Banking Services or your failure to comply with these Terms and Conditions;
- (b) for your inability to perform any of the Transactions due to limits set by us from time to time at our sole discretion;
- (c) the insufficiency of funds in any of your Accounts;
- (d) any breakdown or malfunction of any system used in connection with the UOB Phone Banking Services, whether belonging to us or otherwise, including but not limited to any system, telecommunication device,

- connection, electricity, power supply, telecommunications or other communications network or system; or
- (e) your failure to comply with the latest instructions, procedures and directions for use of the UOB Phone Banking Services.

13. Indemnity

- 13.1 To the fullest extent permitted by applicable laws and regulations, you shall indemnify us and all of our servants, employees, nominees, directors and agents for all losses, costs, damages, embarrassment, claims and expenses, including legal fees and costs (on an indemnity basis), howsoever suffered or incurred by us (other than such losses, costs or damages arising from the willful misconduct of our employees and agents) including, without limitation:-
- (a) us acting or carrying out or refusing to act on any Instruction or part of it purportedly given to us pursuant to these Terms and Conditions whether or not such Instructions are unauthorized, inaccurate or incomplete;
 - (b) in connection with our preservation or enforcement of our rights under these Terms and Conditions or as a result of any non-compliance of these Terms and Conditions or of such other applicable terms and conditions by you;
 - (c) in connection with any action taken by any party against you or any Transaction or any Account for any reason whatsoever including but not limited to any unlawful, fraudulent, negligent or unauthorised use of the UOB Phone Banking Services or Account;
 - (d) in connection to any involvement by us in any proceedings of whatever nature for the protection of or in connection with the UOB Phone Banking Services or Account or Transaction;
 - (e) in connection with the compliance by us with any existing or future law or regulation or official directive in respect of any of these Terms and Conditions;
 - (f) arising out of or in connection with these Terms and Conditions; and
 - (g) arising out of or in connection with any taxation laws or regulations of any country having jurisdiction over us.

14. Termination

- 14.1 We may, at our sole and absolute discretion, with prior notice, restrict, suspend or terminate your access to the UOB Phone Banking Services or any part of the services, without being obliged to provide any reason for the same.
- 14.2 We may, at our sole and absolute discretion, suspend or terminate your access to the UOB Phone Banking Services if :-
- (a) you have ceased to maintain any Accounts with us; or
 - (b) you have failed to access the UOB Phone Banking Services for a period of time as determined by us at our absolute discretion.
- 14.3 You may terminate the access of the UOB Phone Banking Services at any time by filling up a form provided by us at any of our branches and submitting the completed form to any of our branches or by post to P.O. Box 11211, 50738 Kuala Lumpur, Malaysia.
- 14.4 Upon your submission of the written notice to terminate your access to the UOB Phone Banking Services, you will remain liable for any Transaction (whether before or after the termination of your access to the UOB Phone Banking Services),

including Transactions effected but not yet posted to the Account, and any existing standing instructions made by you to effect payment to a Payee Corporation or any other third party. You are solely responsible to cancel any existing Instructions prior to or upon termination of your access to the UOB Phone Banking Services.

15. Information Request

- 15.1 You must provide and disclose to us within such time prescribed by us, any information, statements and explanations relating to the Account and the UOB Phone Banking Services which we deem necessary in order to:-
- (a) comply with the laws or sanctions of Malaysia or any other country (including but not limited those relating to anti-money laundering or anti-terrorism); and/or
 - (b) manage money-laundering risk or terrorism-financing risk or economic and trade sanctions risk.
- 15.2 Pending our receipt of the information from you and until we have verified the information to our satisfaction, we are not obliged to proceed with any Transaction or to provide you with the UOB Phone Banking Services.
- 15.3 You declare and undertake to us that the processing of any Transaction will not breach any laws or sanctions in Malaysia or any other country. We will not be liable for any loss arising from any delay or failure to process any Transaction due to inadequate information and documentation provided by you.

16. Disclosure

- 16.1 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 or your use of the UOB Phone Banking Services) can disclose at any time at our absolute discretion without notifying you, any information relating to you or your use of the UOB Phone Banking Services, 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 to you;
 - (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 debit card, credit card, any other bank or financial institution, VISA International Service Association/MASTERCARD International Inc. or its successors, any member of VISA International Service Association and/or MASTERCARD CARD International Inc. and/or any other interested party to facilitate the use of the credit card or the processing of any transaction effected or investigation of whatsoever nature to be made;
- (c) any person for or in connection with any action or proceeding taken to recover monies due and payable by you to us under 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 said services, including but not limited to investigating discrepancies, errors or claims;
- (e) to any person, whether in Malaysia or elsewhere, which we engage for the purpose of performing or in connection with the performance of services or operational functions which have been out-sourced;
- (f) the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- (g) debit and credit card companies and financial institutions in connection with debit and credit card enquiries;
- (h) to other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- (i) our auditors, solicitors and professional advisors;
- (j) our stationery printers, vendors of the computer systems we use, and to such persons installing and maintaining them and other suppliers of goods or service providers we engage;
- (k) any credit bureau of which we are a member, and any other members and/or compliance committee of such credit bureau;
- (l) any rating agency, business alliance partner, insurer or insurance broker or direct or indirect provider of credit protection;
- (m) any actual or potential participant or sub-participant in relation to any of our obligations under the banking agreement between you and us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;
- (n) for transactions effected or processed with or without your authority in or through the automated teller machines 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 card and their respective agents or contractors;
- (o) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any members of the Group;
- (p) any person to whom we or any members of the Group is permitted or required to disclose to under the laws of any country;
- (q) any other person to whom such disclosure is considered by us to be in our interest, or the interest of any members of the Group (not applicable to strategic alliance for marketing and promotional purpose); and
- (r) any person connected to the enforcement or preservation of any of our rights under these Terms and Conditions.

16.2 Clause 16.1 shall survive the termination of these Terms and Conditions.

17. Compliance with Court Orders

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

18. Data Protection

18.1 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) 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.

18.2 You agree and consent that we may transfer the Personal Data 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.

18.3 In the event you provide Personal Data relating to third parties, including data relating to your next-of-kin and dependents, for the purpose of opening or operating the UOB Phone Banking Services with us or otherwise subscribing to our products and services, you:

- (a) confirm that you have obtained their consent or are otherwise entitled to provide this data to us and for us to use it in accordance with these Terms and Conditions;
- (b) undertake that you have informed the said third parties to read the Privacy Notice at our website at www.uob.com.my;
- (c) have informed the said third parties:-
 - (i) that we may collect or verify their personal and financial data with third party sources;
 - (ii) that we may disclose their personal data to classes of third parties described in our Privacy Notice;
- (d) agree to ensure that the personal and financial data of the said third parties is accurate;
- (e) agree to update us in writing in the event of any material change to the said personal and financial data; and
- (f) agree to our right to terminate these Terms and Conditions should such consent be withdrawn by the said third parties.

18.4 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) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing us and/or our agents to enter into any cross-border transaction on your behalf, you agree to the above said disclosures on behalf of yourself and others involved in the said cross-border transaction.

18.5 Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to us and the Group (whether in or outside Malaysia), you agree that we and the Group, and our merchants and strategic partners may contact you about products, services and offers, which we believe may be of interest to you or benefit you financially. Notwithstanding the foregoing, we will only disclose your Personal Data (excluding data relating to your affairs or the UOB Phone Banking

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

- 18.6 You may choose not to receive 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, Malaysia' (or such other address notified by us) with your request and we will abide by your latest written instructions to us.
- 18.7 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 UOB Phone Banking Services and/or facilities with us, and/or without imposing additional costs to you.
- 18.8 You are entitled to request in writing:
- (a) for any information in relation to your Personal Data that we hold or store, upon payment of a prescribed fee;
 - (b) for any information held or stored by us to be updated, amended and/or corrected;
 - (c) for us to limit the processing of your Personal Data held or stored by us; and
 - (d) to make an enquiry or complaint in respect of our processing of your Personal Data.

For requests under (a) or (b), you may make a request to us through our Data Access Request Form or Data Correction Request Form respectively. These forms are available at our branches as well as at our website at www.uob.com.my.

You may direct all your requests to any of our branches or 'Customer Communications Management, P.O. Box 11212, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur, Malaysia'.

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

- 18.9 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.
- 18.10 Please note that if you subsequently withdraw your consent to process your Personal Data as given earlier to us, as we will not be able to process and/or disclose your Personal Data in relation to the purposes set out in the Privacy Notice, we will have the right to not provide or discontinue the provision of any product, service, UOB Phone Banking Services and/or facilities that is linked to such Personal Data.
- 18.11 We reserve the right to amend this clause from time to time at our sole discretion and shall provide prior notification to you in writing and place any such amendments on our websites or by placing notices at the banking halls or at prominent locations within our branches or by such other means of communication deemed suitable by us.
- 18.12 This clause shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of data.

19. Amendment of these Terms and Conditions

- 19.1 We can, at any time at our absolute discretion, vary, add to, delete or amend these Terms and Conditions in relation to the UOB Phone Banking Services, fees or charges or handling charges by giving you twenty one (21) days' prior notice, either through your statement of account or by way of posting on our official website at www.uob.com.my or in any other manner that we choose.
- 19.2 If you do not accept the amendments, you must terminate the UOB Phone Banking Services within seven (7) days from the date of notification, otherwise you will be deemed to have accepted and agreed to such changes and such changes will be binding on you.
- 19.3 We can at any time at our absolute discretion, amend, modify, revise, restrict, increase, suspend, cancel or withdraw all or any facilities, services, benefits and privileges of the UOB Phone Banking Services by providing prior notice to you.

20. Notices and Communication

- 20.1 We can at our absolute discretion deliver any advice, notice or communication to you in any of the following manner by:-
- (a) electronic mail to your last known e-mail address in our records;
 - (b) post (registered, AR registered, ordinary or otherwise) or delivered by hand or left at your last known address in our records;
 - (c) displaying the notice at any of our branches;
 - (d) posting the notice or communication on our official website at www.uob.com.my;
 - (e) way of advertisement or general notice in a daily newspaper;
 - (f) radio or television broadcast or any other form of media communication;
 - (g) facsimile to your last known facsimile number in our records;
 - (h) SMS to your last known registered mobile number in our records.
- 20.2 The notice or communication will be deemed to have been received by you on the day it was so delivered, on the day following such posting or on the day such display, publication or broadcast was made.
- 20.3 We will not be responsible for what may happen to notices or communications after they are sent, for example if any notice or communication is delayed, intercepted, lost, fails to reach or is disclosed to any one during transit.
- 20.4 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 at our absolute discretion, rely on:-
 - (i) any address and/or contact information stated in the application form or as reflected in our records; or
 - (ii) any address and/or contact information we obtain from any communication purportedly issued from you to us.
 - (c) Any failure by you to notify us of a change in your Information resulting in the delay or the non-delivery of any statement of account, eStatement,

correspondence and/or notice will not prejudice our rights and entitlements under these Terms and Conditions.

21. Retention of Your Records

- 21.1 You agree that we are not obligated to maintain any of your records, including but not limited to the 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.

22. Service of Legal Process

- 22.1 In addition to and not in substitution of any mode of service that may be permitted or prescribed by any written law in force for the time being, any service of Legal Process by or on behalf of us can be effected on you:

- (a) 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 through 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 (3rd) day (including the day of posting) from the date it is posted, even if it is undelivered or returned.

23. Circumstances beyond Our Control

- 23.1 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.

24. Waiver

- 24.1 A failure to exercise, or a delay in exercising, any right, power, privilege or remedy by us will not be deemed as a waiver, and nor will a single or partial exercise of any other right, power, privilege or remedy. The rights and remedies in these Terms and

Conditions are cumulative and not exclusive of any rights or remedies provided by law.

25. Severability

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

26. Preservation of Rights and Entitlement

- 26.1 Our rights and entitlements under these Terms and Conditions will remain in full force and effect, and will survive any cancellation, revocation or suspension of the use of the UOB Phone Banking Services.

27. Change in Constitution

- 27.1 These Terms and Conditions will continue to be valid and binding for all purposes, despite a change in our constitution or upon your demise.

28. Assignment

- 28.1 We may at any time and without your consent assign all or any of our rights, title and interest under these Terms and Conditions to any person or corporation. You may not assign any of your rights and obligations under these Terms and Conditions.

29. Law

- 29.1 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 any other manner permitted by these Terms and Conditions and/or any the relevant laws.

30. Dispute Resolution

- 30.1 In the event you have any complaints or disputes, please specify the nature of your complaint or dispute and refer the matter to:-

UOB Contact Centre
PO Box 11212
50738 Kuala Lumpur
Malaysia
E-mail : uobcustomerservice@uob.com.my
Tel : + 603 - 26128 121 (Kuala Lumpur)
: + 604 – 2401 121 (Penang)
: + 607 – 2881 121 (Johor)
:+ 6082 – 287 121 (Kuching)
:+ 6088 – 477 121 (Kota Kinabalu)