

## UOB CREDIT CARD FEES & CHARGES

Finance Charges	Tier	Per Annum (%)	Rate Qualification
(i) Retail Transactions (Effective 1 May 2012)	Tier 1	15%	You promptly pay the Minimum Payment Due by the Payment Due Date for the immediately preceding 12 consecutive months.
	Tier 2	17%	You promptly pay the Minimum Payment Due by the Payment Due Date for at least 10 of the immediately preceding 12 consecutive months.
	Tier 3	18%	You do not fall into Tiers 1 or 2.
(ii) Cash Advance		18%	Daily interest from the total cash advance amount
(ii) Cash Advance Fee	5% of the amount withdrawn or a minimum of RM20.00 whichever is higher, for each Cash Advance transaction.		
Minimum Payment Due (monthly)	5% of the outstanding balance or RM50.00 (whichever is higher).		
Late Payment Charge (Effective 1 April 2015)	A minimum of RM10.00 or 1% of total outstanding balance excluding Finance Charges and fees as at Statement Date (whichever is higher), up to a maximum of RM100.00		
Interest-Free Period	20 days from the Statement Date and applicable if you make full payment by the Payment Due Date. If you make partial payment, finance charges for retail transactions will be calculated from the day the transactions are posted to the Credit Card Account.		
Conversion for overseas transactions	If you use the Credit Card for a transaction in a currency other than Ringgit Malaysia, it will be converted through Visa/MasterCard International at the conversion rate as determined by Visa/MasterCard International as at the time the transaction is posted. In addition, an administration cost of 1% or such other rate as determined by us for the conversion of the transactions made in a currency other than Ringgit Malaysia will be chargeable to you.		

Dynamic Currency Conversion (DCC) fee	<p>Dynamic Currency Conversion (“DCC”) is a service which may be offered by certain overseas merchants to provide you with the option to pay for your foreign currency transactions (including overseas purchases and online purchases) with your Credit Card in Ringgit Malaysia at the point of sale.</p> <p>The exchange rate for DCC would be determined by the relevant overseas merchant. Please note that if you choose to pay using DCC service, the exchange rate used by the relevant merchant for the conversion may be higher than the exchange rate as determined by Visa/MasterCard International when you pay in foreign currency. You are advised to consider the available options when deciding whether to use DCC service.</p> <p>Effective 1 July 2021: All foreign currency transactions converted through the DCC service shall be subject to a DCC fee of 1% of the transacted/converted Ringgit Malaysia transaction amount, being the fee/charge imposed by Visa/MasterCard International on the transaction.</p>
Credit Shield	RM0.65 per RM100.00 outstanding balance.
Lost or Stolen Credit Card Replacement	RM50.00 per Credit Card replacement for lost or stolen Credit Card.
Credit Card Courier / Delivery fees for Gift Redemption & Privileges Shopping Items (per item)	<p>RM15.00 – Within Malaysia.</p> <p>RM50.00 – Outside Malaysia.</p>
Sales Draft Retrieval	RM5.00 per photocopy and RM15.00 per original.
Hardcopy statement fee (Effective 20 August 2021)	RM2.00 per hardcopy statement per month
Additional Statement Request Fee	<p>RM5.00 – walk-in or facsimile request.</p> <p>RM6.00 – mail request.</p>
Refund of Credit Balance	<p>RM0.15 – Stamp Duty.</p> <p>RM2.00 – Commission.</p>
Service Tax	RM25 will be imposed on each principal and supplementary credit card.

## **VISA / MASTERCARD CARDMEMBER AGREEMENT**

**Effective 1<sup>st</sup> November 2020**

### **IMPORTANT NOTICE**

1. Please read the terms and conditions in this Agreement before acknowledging receipt and/or using the Credit Card.
2. When you sign on the Credit Card or first use the Credit Card, you are deemed to have read, accepted and agreed to be bound by the terms and conditions in this Agreement.

### **TERMS AND CONDITIONS**

The issuance of the Credit Card by us to you, your acknowledgement of receipt of the Credit Card, and your use of the Credit Card, are subject to the terms and conditions in this Agreement.

#### **1. DEFINITIONS AND INTERPRETATION**

- 1.1. The following words and expressions used in this Agreement have the following meanings:

“ATM” – An automatic teller machine.

“ATM Card” – A card issued by us to be used at an ATM.

“Authorised Cash Outlet” – Any branch, office, location or merchant, in or outside of Malaysia designated by us or any affiliates of Visa/MasterCard International to provide a cash withdrawal facility.

“Authorised Merchant” – Any person or retailer pursuant to a merchant who agrees to accept or cause its outlet to accept the Credit Card for payment for goods or services.

“Balance Transfer” – The transfer of outstanding balances from your credit card account with another credit card issuer to your Credit Card Account.

“Business Day” – Any day banks are open for business in Kuala Lumpur.

“Contact Centre” – The place or location designated to provide telephone banking services offered by us to you that enables you to access your Credit Card Account and/or effect any other transactions or inquiries relating to your Credit Card and Credit Card Account.

“Cardmember”, “you” or “your” – The person to whom the Credit Card is issued to, whether a principal cardmember or supplementary cardmember.

“Card Not Present Transaction” – The transaction effected without physically presenting the Credit Card at the point of sale such as E-Commerce (online), Mail Order, and Telephone Order (MOTO) transactions.

“Cash Advance” – Cash obtained from the Credit Card Account using the Credit Card.

“Cash Withdrawal Draft” – The document/slip given by us or any affiliate of Visa/MasterCard International to an Authorised Cash Outlet to record cash withdrawals using a Credit Card.

“Chip Terminal” – A point of transaction terminal and where applicable equipped with contactless reader which is capable of reading, communicating and processing a transaction using a Credit Card.

“Credit Card” – Any credit card with the branding of Visa/MasterCard International issued by us to you, including affinity, co-branded and contactless credit cards, cards issued in connection with a third party, or cards issued under any product or select name or reference.

“Credit Card Account” – Your account opened with and maintained by us for the debiting of value of all purchases of goods or services, Cash Advance, all transactions effected using the Credit Card, and all connected fees and charges.

“Credit Limit” – The maximum amount assigned to the Credit Card Account and allowed for your utilisation based on our internal credit and assessment which you are allowed to utilise.

“Dynamic Currency Conversion” or “DCC” – A service which may be offered by certain overseas merchants to provide you with the option to pay for your foreign currency transactions (including overseas purchases and online purchases) with your Credit Card in Ringgit Malaysia at the point of sale.

“Easi-Payment Plan” – A programme that allows retail transactions for the purchase of goods and/or services using the Credit Cards to be converted into fixed monthly instalments.

“e-Statement” - The electronic statement which is available for viewing through your UOB Personal Internet Banking following your enrolment for the e-Statement service for the Credit Card Account.

“Finance Charges” – The charges detailed in Clause 11.

“Instalment Payment Plan” - A programme that allows Cardmembers to make a minimum purchase of RM1,000 with options to pay in 12, 18, 24 or 36 monthly instalment payments via the payment terminal of the UOBM instalment payment plan participating merchant.

“Interest Free Period” – 20 days from the Statement Date and applicable if you make full payment by the Payment Due Date. If you make partial payment, finance charges for the balance Retail Transactions will be calculated from the day the Retail Transactions are posted to the Credit Card Account.

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

“MasterCard” – MasterCard International Incorporated, a company registered as per the laws of Delaware, U.S.A. and whose office is situated at 2000 Purchase Street, Purchase NY 10577-2509 and includes its successors-in-title and assigns.

“Minimum Payment Due” – The minimum payment due from you, as stated in the Statement of Account and referred in Clause 10.3

“OTP” –

stands for One-Time Password, which is a uniquely randomly generated one time password that is required to access certain facilities that are part of our electronic banking services which we will provide to you using your mobile phone number that has been registered with us or via security token or such other agreed method.

“PIN” – A 6-digit number password determined by the Cardmember to enable the Cardmember to avail to certain services related to the usage of the credit card.

“Payment Due Date” – The due date set out in the Statement of Account, which is the expiry of 20 days from the Statement Date.

“Personal Data” – This 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 Credit Card Account held by you either singly or jointly with any other person, the type of products and/or services that you have subscribed to with us and such other necessary data regarding yourself and your transactions with us.

“Retail Transactions” – All transactions to purchase goods and/or services using the Credit Card.

“Sales Draft” – The document given by us or any affiliate of Visa/MasterCard International to an Authorised Merchant to record purchases of goods using the Credit Card.

“Statement of Account” – The physical copy of the statement we will issue to you every month or upon your request or the monthly e-Statement which is available for viewing through your UOB Personal Internet Banking, showing the total sum outstanding under the Credit Card Account, and purchases of goods and/or services, cash withdrawals, transactions, fees and charges incurred and any other transactions effected using the Credit Card.

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

“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.

Visa - “Visa International” means VISA International Service Association, an association incorporated in the State of Delaware, United States of America with its registered office at 900, 901, 800, Metro Center Boulevard, Foster City, CA 94404-2172, United States of America of which we are a member institution and includes its successors-in-title and assigns.

1.2. 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 this Agreement 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. SEARCHES AND THE CREDIT CARD**

- 2.1. We may, but are not obliged to conduct bankruptcy searches or credit related searches from any credit reference agencies/providers or credit reporting agencies, database or system on you before and at any time after the issuance of the Credit Card.
- 2.2. You consent to us to carry out such searches on you to the extent permitted by the law.
- 2.3. We will send the Credit Card (and any replacement Credit Card) to your address last given to us. We will not be responsible for any claims, liabilities, loss, or damage if the Credit Card does not reach you. When you receive the Credit Card you must sign on the signature strip at the back of the Card.
- 2.4. You must not use the Credit Card (including any supplementary Credit Cards) for any purpose at all, and must immediately cut the Credit Card in half when any of the following, occur: -
  - (a) if you do not agree with the contents of the terms and conditions in this Agreement;
  - (b) upon the expiry of the validity period stated on the Credit Card;
  - (c) upon your cancellation or termination of the Credit Card;
  - (d) upon your request for a replacement Credit Card;
  - (e) upon our cancellation, termination or revocation of the Credit Card;
  - (f) upon recovery of the Credit Card after notification of its lost or theft;
  - (g) if the PIN is disclosed or exposed, voluntarily or otherwise, to any person; or
  - (h) if you cannot remember your PIN.
- 2.5. Upon our suspension of the Credit Card, you must not use the Credit Card for any purpose at all. You may only use the Credit Card after we have notified you that we have uplifted the suspension of the Credit Card.
- 2.6. At all times, the Credit Card remains our property and must be returned to us upon our request.
- 2.7. The Credit Card cannot be transferred to another person, and must be used only in accordance with the terms and conditions in this Agreement, and all requirements, directives, regulations and guidelines issued by us, Visa/MasterCard International, Bank Negara Malaysia or any other authority.

### **3. FUNCTIONS OF THE CREDIT CARD**

- 3.1. The Credit Card may be used for any services we provide for any purpose approved by us, including but not limited to: –
- (a) purchasing goods and/or services from an Authorised Merchant on credit which are charged to your Credit Card Account;
  - (b) withdrawing cash from your Credit Card Account at any Authorised Cash Outlet and/or designated ATM;
  - (c) performing Card Not Present Transaction; or
  - (d) other facilities and services, pre-arranged with and approved by us.
- 3.2. Your use of the Credit Card is subject to the Credit Limit assigned to you.
- 3.3. Any ATM withdrawals will be deemed to be a Cash Advance and will be subject to the terms and conditions of this Agreement.

### **4. USING THE CREDIT CARD**

- 4.1. You agree and undertake to take reasonable steps to prevent the lost or theft of the Credit Card, as follows: -
- (a) you should not leave the Credit Card unattended inside a car and/or at public places;
  - (b) you should ensure that the Credit Card is returned to you after completing any transaction at the Authorised Cash Outlet or the Authorised Merchant;
  - (c) you should not lend your Credit Card to anyone as your Credit Card is exclusively for your own usage.
  - (d) you should keep your unused Credit Card(s) in a secure place if you have more than one (1) Credit Card; or
  - (e) you should destroy the Credit Card properly by cutting across the magnetic stripe and the chip in the event you wish to cancel the Credit Card and return it to us.

You must as soon as reasonably practicable notify us at our Contact Centre and comply with the requirements mentioned in Clauses 15.1 and 15.2 in this Agreement if your Credit Card is lost or stolen.

- 4.2. To use the Credit Card to make a credit purchase from an Authorised Merchant, you are generally required to either enter your PIN into the Chip Terminal and/or sign on a Sales Draft prepared by the Authorised Merchant, unless the purchase is made through mail or phone orders, self-service terminals, contactless readers of Chip Terminals, the internet or any similar means. For contactless transactions, the Authorised Merchant does not need to give you a completed transaction sales draft unless you request for it.

- 4.3. To use the Credit Card to make cash withdrawal from an Authorised Cash Outlet, you must either key in your PIN into the Chip Terminal and/or sign a Cash Withdrawal Draft prepared by the Authorised Cash Outlet.
- 4.4. If you wish to use the Credit Card for payments in relation to online transactions, you must first ensure that your mobile number is registered with the Bank so that it is recorded in the Bank's system. You are generally required to key in the OTP received by your mobile phone via the mobile number recorded in the Bank's system to complete the payment for the internet transaction.
- 4.5. All purchases of goods and/or services made, any ATM withdrawals and any other transactions effected using the Credit Card shall be debited from the Credit Card Account.
- 4.6. 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 the omission is due to the nature of the transaction, or an oversight by you, the Authorised Merchant, or the Authorised Cash Outlet.
- 4.7. We may decide not to honour a Retail Transaction effected using the Credit Card if there is: –
  - (a) an error, defect, failure or interruption in the provision of the ATM service or in our system or equipment for any cause beyond our control;
  - (b) a mechanical fault or malfunction of the terminals or equipment at the Authorised Merchant or Authorised Cash Outlet of any ATM or other service outlet due to an interruption of electrical supply or any cause beyond our control;
  - (c) a use or attempted use of the Credit Card for a Retail Transaction exceeding the Credit Limit;and you agree that we will not be liable for such refusal or for any inconvenience, injury, loss or damage which you may directly or indirectly suffer as a result of us refusing to honour the Retail Transaction.
- 4.8. Notwithstanding Clause 4.7 above, we can refuse to honour a Retail Transaction effected using the Credit Card for any reason due to legal and regulatory reason or the Bank's system, and you agree that we will not be liable for such refusal or for any inconvenience, injury, loss or damage which you may directly or indirectly suffer as a result of us refusing to honour the Retail Transaction.

## **5. SUPPLEMENTARY CREDIT CARD**

- 5.1. If jointly requested by you and a person nominated by you, we may issue a supplementary Credit Card to that person ("supplementary Cardmember").
- 5.2. The supplementary Cardmember agrees that all the terms and conditions of this Agreement (including any amendments from time to time) will apply to him.
- 5.3. The principal Cardmember will be jointly and severally liable to us for the use of the Credit Card and any supplementary Credit Cards.
- 5.4. The supplementary Cardmember will not be given a standalone Credit Card Statement of Account. All charges incurred using the supplementary Credit Card will be shown in the principal

Cardmember's monthly Statement of Account and the principal Cardmember shall be liable for the total charges.

- 5.5. If you request, we may agree to grant the supplementary Cardmember access to any of your Credit Card accounts with us. You must notify us in writing if you do not wish to allow the supplementary Cardmember access to the accounts through an ATM.
- 5.6. A supplementary Credit Card issued to a supplementary Cardmember may be terminated if requested by you. Such cancellation will not affect the rights and entitlement, duties and obligations of us, you, and the supplementary Cardmember arising before the cancellation.
- 5.7. Your request in Clause 5.6 must be in writing and Clause 16 of this Agreement shall be applicable.

## **6. PIN AND CONFIDENTIALITY OF PIN**

- 6.1. When you receive your new or replacement Credit Card, you are required to activate your Credit Card by creating your PIN. You can create your PIN using the UOB Personal Internet Banking services or through our interactive voice response channels. Instructions can be found on <http://www1.uob.com.my/pin/> under the 'Creating Your PIN' tab.
- 6.2. You may at any time change your PIN. The process of replacing your PIN is the same as creating your PIN as set out in Clause 6.1 above.
- 6.3. If your PIN is disclosed or exposed, voluntarily or otherwise, to any person, you must immediately replace your existing PIN and notify our Contact Centre to avoid any unauthorised transactions from taking place. The process of replacing your PIN is the same as creating your PIN as set out in Clause 6.1 above.
- 6.4. You shall take all reasonable steps to ensure and prevent any unauthorised and/or fraudulent use of your PIN at all times and to keep your mobile phone which receives the OTP secure when you are performing a Retail Transaction. You agree that your PIN is strictly confidential and undertake not to disclose or expose or in any way cause your PIN to be disclosed or exposed to any person through unsolicited phone calls, emails or on any website other than our official website at [www.uob.com.my](http://www.uob.com.my) or any other manner. You should memorise your PIN and ensure that no written record of your PIN is kept at any place or on anything that is kept close by your Credit Card or in any manner which may enable a third party to have access to or to use your PIN. You should not use a common PIN, i.e. your identity card number, passport, driving license, date of birth or contact number. You agree that failing to comply with these requirements may expose you to the consequences of theft or unauthorised use of the Credit Card, in which event you will be liable for all transactions made and charges incurred under the Credit Card Account, whether or not such transaction or charge is within your knowledge or authority.
- 6.5. If you suspect or become aware, whether through a short message service (SMS) transaction alert from us relating to a transaction performed using your Credit Card or otherwise, that: –
  - (a) an unauthorised person knows your PIN; or

- (b) there has been unauthorised access to your Credit Card, Credit Card Account, or use of your PIN; or
- (c) your Credit Card is lost or stolen; or
- (d) there are unauthorised transactions in your Credit Card Account;

you must immediately notify us at our Contact Centre and comply with the requirements mentioned in Clauses 15.1 and 15.2 in this Agreement and cut the Credit Card in half and destroy the chip in accordance with Clause 2.4 of this Agreement. You must also give us any relevant information and reasonable assistance in investigating the matter.

- 6.6. You will be liable for any unauthorised transactions that occur which are linked to a stolen or misused PIN, unless you have notified us in accordance with Clause 6.5 or you have not acted fraudulently.
- 6.7. Once you have notified us and complied with the requirements in Clause 6.5, we may, at your request, replace the Credit Card and re-issue a new Credit Card to you with charges.

## **7. UNLAWFUL TRANSACTIONS**

You shall be responsible for using the Credit Card responsibly. You cannot use the Credit Card for any unlawful activities, including but not limited to illegal online betting and/or gambling activities. Although we have the right to refuse to approve any Credit Card transactions which we suspect are unlawful, you agree that we do not owe any duty and/or obligation to monitor and block the use of the Credit Card for any unlawful activities. We may terminate the use of the Credit Card if we suspect that you are using the Credit Card for any unlawful activities. We may also request for information from you and you will provide the requested information to us promptly. Regardless of the above, you shall continue to be fully liable to pay us the amount due in respect of such transactions and you will not use this as a defence to refuse payment of any amounts due to us.

## **8. CREDIT CARD ACCOUNT**

- 8.1. We will send you a monthly Statement of Account (for active accounts only). If you have successfully enrolled for our e-Statement Service via UOB Personal Internet Banking, no hardcopy statement will be sent to you. Notwithstanding your enrolment for the e-Statement Service, a hardcopy of the Statement of Account may still be sent to you upon your request subject to the payment of the prevailing charge to us.
- 8.2. If you decide to enrol for hardcopy statements instead, a monthly fee of RM1 will be charged to your Credit Card Account.
- 8.3. You should keep copies of all Sales Drafts or any other documents confirming or evidencing purchases of goods and/or services, any ATM withdrawals and any other transactions effected using the Credit Card to compare with the entries in the Statement of Account. For contactless

transactions, you should obtain and retain the Sales Drafts from the Authorised Merchant once the transaction completes.

- 8.4. Upon receipt of the Statement of Account, you must ensure all entries in the Statement of Account are correct. If you think there is an error in your Statement of Account, you must notify us in writing as soon as reasonably practicable but no later than 14 days from the Statement Date, and you must give us any relevant information and reasonable assistance in investigating the matter. If you do not do so, the Statement of Account will be treated as correct and conclusive evidence against you and you will be deemed to have waived any rights to raise any objections to the entries in the Statement of Account. You will be bound by it and liable for all amounts stated in the Statement of Account. Notwithstanding anything to the contrary in this Agreement, if we, wrongly credited any amount into the Credit Card Account or wrongly debited any amount from the Credit Card Account, you agree for us to make any adjustments or rectification to the Credit Card Account and/or the Statement of Account.
- 8.5. If you inform us in writing or contact our Contact Centre of an error in the entries in the Statement of Account as soon as reasonably practicable but no later than 14 days from the Statement Date;
- (a) you will still be bound by the remaining contents of the Statement which are not affected by the alleged error;
  - (b) we will investigate the alleged error, and in the event that the investigation reveals or indicates that there was no error, you will be bound by the contents of the Statement of Account; and/or
  - (c) we can, if satisfied, make the necessary adjustment and rectification to the Credit Card Account, but this will not affect our right to debit or credit the Credit Card Account with the amount we deem fit.

## **9. CREDIT LIMIT**

- 9.1. We will inform you of the Credit Limit assigned to you.
- 9.2. Where you operate two or more Credit Card Accounts with us, or where there is a principal and supplementary Cardmember, we will assign a combined Credit Limit, which represents the total Credit Limit covering the use of all Credit Cards held by you and any supplementary Cardmember.
- 9.3. You may choose to assign a specific Credit Limit to your supplementary Card(s), however it will still be shared under the combined Credit Limit and is subject to the total Credit Limit amount assigned to you.
- 9.4. The assigned Credit Limit to the supplementary Cardmember will be reset on the Statement Date even if payment is made before Payment Due Date.
- 9.5. You are solely responsible for ensuring that the Credit Limit is not exceeded.
- 9.6. In determining whether the Credit Limit has been exceeded, we can take into account: –

- (a) transactions made with the Credit Card which have not been debited from the Credit Card Account; and
  - (b) authorisation code(s) which have been issued by us to the Authorised Cash Outlet or Authorised Merchant in relation to the proposed Credit Card transactions.
- 9.7. We may, but are not obliged to, allow you to exceed the Credit Limit. By doing so, it does not mean that your Credit Limit has been increased.
- 9.8. If you exceed the Credit Limit, you must immediately pay us the amount in excess of the Credit Limit by the next Payment Due Date, or upon receipt of any other written notice we may issue, whichever is earlier. You are liable to pay us for all fees, charges, interests, taxes, duties or levies, legal costs and expenses incurred (if any), including the amounts in excess of the assigned credit limit for both the Principal card and your supplementary Cardmember(s). You agree that we can change the Credit Limit based on our internal credit and assessment, by providing you with three (3) Business Days prior notice.
- 9.9. You may request for a change to your Credit Limit by contacting our Contact Centre. The Bank may, subject to our internal credit and assessment, approve or reject your request.

## **10. PAYMENT**

- 10.1. On or before the Payment Due Date, you must pay: –
- (a) the outstanding balance in the Statement of Account; or
  - (b) the Minimum Payment Due.
- 10.2. You are liable to pay even if you do not receive a Statement of Account for any reason. If you are absent from Malaysia, you must arrange for payments due under this Agreement to be made on your behalf.
- 10.3. We will calculate the Minimum Payment Due based on the following:
- (a) If the outstanding balance of the Credit Card Account as at the Statement Date is within the Credit Limit, the Minimum Payment Due will be: –
    - i) 5% of the outstanding balance;
    - ii) the total amount of the contracted monthly instalments of any Easi-Payment Plan, Instalment Payment Plan and/ or Balance Transfer;
    - iii) the contracted monthly term loan instalment for the 3-year Term Loan Conversion Programme;
    - iv) the contracted monthly term loan instalment for any automatic balance conversion; and
    - v) other unpaid minimum payments from previous Statements of Account; subject to a minimum of RM50.00.
  - (b) If the outstanding balance of the Credit Card Account as at the Statement Date is more than the Credit Limit, the Minimum Payment Due will be: –

- i) the entire amount in excess of the Credit Limit;
  - ii) 5% of the outstanding balance;
  - iii) the total amount of the contracted monthly instalments of any Easi-Payment Plan, Instalment Payment Plan and/ or Balance Transfer;
  - iv) the contracted monthly term loan instalment for the 3-year Term Loan Conversion Programme;
  - v) the contracted monthly term loan instalment for any automatic balance conversion; and
  - vi) other unpaid minimum payments from previous Statements of Account;
- subject to a minimum of RM50.00.

10.4. You must pay us in Ringgit Malaysia. Payments are not subject to any deduction whatsoever, whether for counter claim or set-off against us, the Authorised Cash Outlet or Authorised Merchant.

10.5. Your payments will not be considered to have been made until the funds have been properly received by us.

10.6. You can pay at any branches or location we designated in the mode of payment we approve of.

10.7. If you pay by cheque, you must include any relevant commission of inland exchange. Otherwise, we can debit your Credit Card Account, or exercise our rights of set-off under Clause 21 of this Agreement.

10.8. Payments we receive from you in connection with the Credit Card Account will be applied towards payment of the outstanding amount of the Credit Card transactions, the order of settlement starting from the amounts subject to the highest rate to the amounts subject to the lowest rate.

10.9. Regardless of Clause 10.8, we may apply any payment we receive from you in a different manner when a source of fund is deemed to be suspicious, including withholding or rejecting the payment without being obliged to apply all or part of the amount towards discharging any money or liabilities due or incurred by you in.

10.10. Regardless of such payment, in the event of any proceedings in or analogous to your bankruptcy or insolvency, we may prove for and agree to accept any dividend or composition in respect of the whole or any part of such money and liabilities against you.

10.11. Excess payment into the Credit Card Account is strictly discouraged i.e. payment made into the Credit Card Account exceeding your total outstanding balance. Based on our internal requirements, we may decline your request to refund or withdraw the excess amount paid into the Credit Card Account.

## **11. FEES, CHARGES AND RIGHT TO DEBIT**

11.1. You agree to pay, and authorise us to debit from your Credit Card Account, all fees, charges, interests, taxes, duties or levies incurred in connection with the issuance and use of the Credit Card,

all legal costs, charges and expenses which we may incur in enforcing or seeking to enforce this Agreement, or in obtaining or seeking to obtain payment of all or any part of the monies you owe.

11.2. You will not be charged a Finance Charge on your outstanding Retail Transactions balance if we have received full payment from you on or before the Payment Due Date, and all outstanding balances in the Statement of Account of the previous month are fully paid by the Payment Due Date.

11.3. A Finance Charge will be charged to you as follows: -

(a) For Retail Transactions, the Finance Charge is calculated on a daily rest basis on the outstanding Retail Transactions (or the reduced balance if you make partial payment) which remain unpaid after they are due, calculated from the day the transactions are posted to the Credit Card Account until full repayment at the following applicable rates (or such other rate as we may specify from time to time):

- i) 15% per annum - if you promptly pay the Minimum Payment Due by the respective Payment Due Dates for the immediately preceding 12 consecutive months; or
- ii) 17% per annum – if you promptly pay the Minimum Payment Due by the respective Payment Due Dates for at least 10 months of the immediately preceding 12 consecutive months; or
- iii) 18% per annum – if you do not fall into any of the above categories.

(b) For Cash Advance and any other transactions effected using the Credit Card (apart from Retail Transactions), the Finance Charge is calculated on a daily rest basis at the rate of 18% per annum or such other rate as we may specify from time to time, on the Cash Advance amount taken, calculated from the date of the disbursement until payment in full.

11.4. The formula used for the computation of Finance Charge is as follows:

$$f = (B) \times (P/D) \times (R)$$

$$F = \text{Sum}(f)$$

Where

F – The total Finance Charge imposed for the month.

Sum(f) – The sum of all Finance Charges computed on the different Balances that may be imposed with Finance Charges over the applicable periods during the month

f – The Finance Charges for a particular balance B  
computed over the period of P days.

B – The Balance that is imposed with Finance Charge.

P – The respective period in days on which the Balance “B” is imposed with Finance Charge.

D – The number of days used as the base for the annual rate.

R – The nominal Finance Charge annual rate stated.

- 11.5. All Finance Charges which remain unpaid after they are due will be capitalised and added to the outstanding balance under the Credit Card Account, and will bear Finance Charges at the rate of 18% per annum (or such other rate as we may specify at any time) until paid in full.
- 11.6. If you do not pay the Minimum Payment Due by the Payment Due Date, a late charge of 1% per month on the total outstanding balance (excluding Finance Charges and fees) as at the Statement Date shall be debited to your Credit Card Account (subject to a minimum of RM10.00 and a maximum of RM100.00 per month). The sum debited will bear Finance Charges at the rate of 18% per annum (or such other rate as we may specify at any time) until paid in full, and the provisions relating to capitalisation of Finance Charges in Clause 11.5 of this Agreement will apply.
- 11.7. An interest free period of 20 days for all Retail Transactions is applicable if you make full payment on or before the Payment Due Date of the previous month's Statement of Account. If you make partial payment on the total outstanding balance of the previous month's Statement of Account, a Finance Charge (as stated in Clause 11.3 (a) of this Agreement) will be charged on the Retail Transactions which will be calculated from the day the transactions are posted to the Credit Card Account until full repayment is made by you.
- 11.8. You must pay an annual fee for the Credit Card (including any supplementary Credit Cards) when the Credit Card is issued or renewed. The annual fee will be decided by us at any time, and will be debited to your Credit Card Account when due, and is not refundable. If no such annual fee is payable, we can impose a service fee instead, which will be decided by us at any time, and will be debited to your Credit Card Account. You must pay a service charge (at a rate we choose 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 Credit Card
- 11.9. If there are any other fees and/or charges imposed at any time by us or any relevant authority having jurisdiction over us for services and facilities provided to you, we will notify you accordingly.
- 11.10. We can change the rate of any fees, charges, Finance Charge, Minimum Payment Due and/or the method of calculation by giving you 21 days' prior notice in the manner as set out in Clause 25.1 of this Agreement. The variation or change will be effective from the date stated in the notice.

## **12. CASH ADVANCE FACILITY**

- 12.1. Subject to our agreement to allow you to do so, you may obtain Cash Advance by the following means: -
- (a) presenting your Credit Card at any of our branches or of any member institution of Visa/MasterCard International together with evidence of your identification, and signing the necessary transaction record; or

- (b) using your Credit Card at any of our ATMs or the ATM of any bank or financial institution with whom we have an arrangement(s) for the use of their ATMs (in which case the amount of each advance will be further subject to the applicable daily withdrawal limit imposed by such bank or financial institution).

In both cases, the maximum amount that can be withdrawn from the Credit Card Account by way of Cash Advance will depend on the prevailing limit set by us from time to time. Where the Cash Advance is made via ATM, each Cash Advance will be subjected to the applicable daily withdrawal limit or the withdrawal limit per Cash Advance transaction via ATM as well as Clause 12.3 below.

- 12.2. You agree that we have the right to impose a capped amount in percentage terms on the quantum of Credit Limit and your available balance which can be utilised for Cash Advances. You also agree that we have the right to vary the capped amount from time to time, which is determined by us according to our internal credit and assessment.
- 12.3. A Cash Advance fee of 5% of the amount withdrawn for each Cash Advance transaction (subject to a minimum fee of RM20.00 will be charged to the Credit Card Account. This Cash Advance fee and any handling charges will be debited from your Credit Card Account on the date the Cash Advance is withdrawn. The sum debited will bear Finance Charges at the rate of 18% per annum (or such other rate as we may specify at any time) until paid in full, and the provisions relating to capitalisation of Finance Charges in Clause 11.5 of this Agreement will apply.
- 12.4. We can decide not to honour any ATM withdrawals effected using the Credit Card if there is:-
  - (a) an error, defect, failure or interruption in the provision of the ATM service or in our system or equipment for any cause beyond our control or for any reason;
  - (b) a mechanical fault or malfunction of the terminals or equipment at the Authorised Merchant or Authorised Cash Outlet of any ATM or other service outlet due to an interruption of electrical supply or any cause beyond our control;
  - (c) a use or attempted use of the Credit Card for an ATM withdrawal exceeding the Credit Limit assigned by us on the Credit Card Account; and/or
  - (d) any reason that we deem fit to refuse to honour the ATM withdrawal effected using the Credit Card.
- 12.5. We can vary, add to, delete or amend the terms and conditions in relation to the Cash Advance facility, fees and/or handling charges by giving you 21 days' notice in the manner as set out in Clause 25.1 of this Agreement. The variation or change will be effective from the date stated in the notice.
- 12.6. The following transactions will be treated as a Cash Advance transaction and all terms and conditions relating to Clause 12 of this Agreement will apply:
  - (a) any withdrawal of excess credit in your Credit Card Account through the use of your Credit Card or by requesting us to issue you a cheque for such withdrawals; or

- (b) all betting transactions, including the purchase of lottery tickets and chips at gaming casinos, off-track betting, and wagers at race tracks.
- 12.7. Your Statement of Account will show the Cash Advance transaction, fees charged and the interest accruing on the amount withdrawn for the Cash Advance transaction, until the date of full repayment.
- 12.8. You agree to be liable for all Cash Advances performed through the Credit Card regardless of whether such withdrawals are performed within or outside the assigned Credit Limit.

### **13. TAXES, DUTIES OR LEVIES**

- 13.1. You are liable to pay for any service tax (SST) or other taxes or levies as required by law or regulations, guidelines, decisions or directives issued under such laws or regulations (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 in relation to the Credit Card and/or any other goods or services provided under the Credit Card facility. Unless otherwise stated by us at any time, any fees and charges notified to you are inclusive of any applicable tax at the prevailing rate. Where we have stated otherwise, you shall be liable to pay the applicable SST, taxes or duties in addition to our fees and charges.
- 13.2. Any SST or other taxes or levies incurred by us in relation to the use of the Credit Card and any other goods or services provided under the Credit 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.

### **14. OVERSEAS TRANSACTIONS**

- 14.1. You can use the Credit Card outside Malaysia at Authorised Merchants and/or Authorised Cash Outlets.
- 14.2. You can use the Credit Card to withdraw cash under the Credit Card Account at designated ATMs in countries approved by us, or at any Authorised Cash Outlets.
- 14.3. If you use the Credit Card for a transaction in a currency other than Ringgit Malaysia, it will be converted through Visa/MasterCard International at the conversion rate as determined by Visa/MasterCard International as at the time the transaction is posted. In addition, an administration cost of 1% or such other rate as determined by us for the conversion of the transactions made in a currency other than Ringgit Malaysia will be chargeable to you, as well as any transaction fee charged by Visa/MasterCard International.
- 14.4. If you opt for your foreign currency transaction to be converted into Ringgit Malaysia through the DCC service, you agree and acknowledge that the process of conversion and the exchange rate applied will be determined by the relevant overseas merchant and not us. In doing so, you accept that the exchange rate used by the relevant merchant may be higher than the exchange rate as determined by the Visa/MasterCard International when you pay in foreign currency.

- 14.5. In addition, all foreign currency transactions converted into Ringgit Malaysia through the DCC service will be subject to a fee of 0.80% of the converted Ringgit Malaysia transaction amount being the fee/charge imposed by Visa/MasterCard International on the transaction.
- 14.6. You agree that in the event of any disputes on the conversion rates determined by the relevant Payment Network on any transactions made in foreign currency, we will not be responsible to settle such disputes on your behalf.
- 14.7. There is a chance that PIN may or may not be supported upon performing overseas transactions hence a signature may be required at attended point of sale terminals.
- 14.8. All overseas transactions by you must not violate the laws existing in the country where the transactions are effected. Where applicable, you must comply with the Foreign Exchange Administration Rules issued by Bank Negara Malaysia as varied and implemented from time to time and will be liable for any infringement of such rules.

**15. YOUR LIABILITY FOR LOST OR STOLEN CREDIT CARD, DISCLOSURE OF YOUR PIN TO ANY PERSON OR UNAUTHORISED USE OF CREDIT CARD**

- 15.1. You agree and undertake to take all reasonable care and precaution to prevent the lost or theft of the Credit Card, disclosure of your PIN or the unauthorised use of the Credit Card and must as soon as reasonably practicable notify Contact Centre if such event occurs. You understand that failure to take reasonable care and precaution to safeguard your Credit Card or PIN may expose you to the consequences of theft and/or unauthorised use of the Credit Card.
- 15.2. You must follow-up your notification in Clause 15.1 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 lost or theft of your Credit Card and/or disclosure of your PIN within 7 days from the date of the lost/theft of your Credit Card and/or disclosure of your PIN.
- 15.3. You will be liable for unauthorised Retail Transactions using the PIN if you have:
- (a) acted fraudulently;
  - (b) delayed in notifying us as soon as reasonably practicable after having discovered the loss or unauthorised use of your Credit Card;
  - (c) voluntarily disclosed your PIN to another person; or
  - (d) recorded your PIN on the Credit Card, or on anything that is kept close by with your Credit Card.
- 15.4. You will be liable for unauthorised transactions which require signature verification or with a contactless card, if you have:
- (a) acted fraudulently;
  - (b) delayed in notifying us as soon as reasonably practicable after having discovered the loss or unauthorised use of your Credit Card;

- (c) left your Credit Card or item containing your Credit Card unattended in places visible and accessible to others; or
  - (d) voluntarily allowed another person to use your Credit Card.
- 15.5. At your request, we can (but are not obliged to) issue you with a replacement Credit Card following its lost or theft. You must pay a replacement fee of RM50.00 (or such other fee we may prescribe from time to time) for each replacement Credit Card. To the fullest extent permitted by law, you will remain liable for any transaction effected through the use of the lost or stolen Credit Card, including transactions effected but not yet posted to the Credit Card Account, and any existing standing instructions made by you to an Authorised Merchant.
- 15.6. When you receive the replacement Credit Card you must sign on the signature strip and send a SMS or call the Contact Centre to activate the Credit Card. Such activation will be a valid activation of that Credit Card and you are deemed to have accepted and agreed to be bound by the terms and conditions in this Agreement. You are solely responsible to notify the Authorised Merchant to cancel or amend any existing standing instructions in relation to the lost or stolen Credit Card and/or the replacement Credit Card.

#### **15A. FINANCIAL CRIMES REPRESENTATIONS & WARRANTIES**

- 15A.1 We shall be entitled to take all actions we consider appropriate in order for us to meet any obligation or requirement, either in Malaysia or elsewhere, in connection with the detection, investigation and prevention of financial crime including fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion or the enforcement of any economic or trade sanction (“Financial Crime”).
- 15A.2 You understand and agree that if any activities, conduct or circumstances you are involved in (directly or indirectly) may expose us to legal or reputational risk, or actual or potential regulatory or enforcement actions, we shall at any time, without giving any reason, have the right to immediately: -
- (a) to exercise all our rights stated in Clause 16;
  - (b) close the Credit Card Account and terminate the Credit Card and all related services you have with us;
  - (c) make reports and take such other actions as we may deem appropriate.
- 15A.3 You undertake that you will not initiate, engage in or effect a transaction (directly or indirectly) that may involve Financial Crime and agree to hold us harmless, indemnify us and keep us indemnified from and against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs (including, but not limited to, legal costs on a full indemnity basis), expenses and disbursements of any kind whatsoever which we may suffer or incur in connection with or arising from any breach by you of this undertaking.
- 15A.4 You warrant and represent that the Cardmember has not engaged in any activity or conduct or has not taken any action, directly or indirectly that would violate any applicable anti-bribery and anti-corruption law, including but not limited to, the Malaysian Anti-Corruption Commission Act 2009 (the

“MACCA”), the United Kingdom Bribery Act 2010 (the “UK Bribery Act”) and the U.S. Foreign Corrupt Practices Act of 1977 (the “FCPA”). You further represent that you, and to your best knowledge, the Cardmember is/are in compliance with the MACCA, the UK Bribery Act, the FCPA and similar laws, rules or regulations.

## **16. TERMINATION, CANCELLATION, OR SUSPENSION OF CREDIT CARD**

- 16.1. You may terminate the use of the Credit Card at any time by written notice to us or by contacting the Contact Centre. No refund of the annual fee will be made to you.
- 16.2. We can withdraw, terminate or suspend your use of the Credit Card, the Credit Card Account and/or any other related services, refuse to authorise any transaction under the Credit Card and/or refuse to re-issue, renew or replace the Credit Card, without giving you any notice or reason, upon the occurrence of any of the following (“Event of Default”): –
- (a) you fail to comply with the payment or manner of payment of any monies payable under this Agreement;
  - (b) you fail to comply with the payment or manner of payment of any monies payable under any other agreement in relation to any banking/credit facilities granted by us to you;
  - (c) you exceed the Credit Limit;
  - (d) you threaten to breach or have breached the terms and conditions in this Agreement;
  - (e) you pass away or become incapacitated, mentally unsound, insolvent, bankrupt or subject to judicial proceedings;
  - (f) you commit an act of bankruptcy or allow a judgment to remain unsatisfied against you for more than 21 days;
  - (g) a distress execution, attachment or other legal proceedings are levied, enforced or taken out against your properties and is not discharged or stayed within 7 days;
  - (h) any litigation (whether civil or criminal), arbitration or administrative proceedings is pending, on-going or threatened against you;
  - (i) you enter or attempt to enter any composition or arrangement with or for the benefit of your creditors;
  - (j) 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;
  - (k) at any time after the issuance of the Credit Card, laws and regulations governing us make it unlawful, illegal or impossible for us to grant you or to continue to grant you the use of the Credit Card or the Credit Card Account or to comply with our obligations under this Agreement or for us to enforce any of our rights under this Agreement, any security documents or any other agreement in relation to any banking/credit facilities granted by us to you;

- (l) your whereabouts are unknown to us;
  - (m) we decide that there is any change in the market conditions which would cause the continuation of the Credit Card facilities and services offered to you to be temporarily or permanently not practical or not possible from a commercial point of view;
  - (n) your credit rating as determined by us has deteriorated;
  - (o) there is any investigation by the police, authorities or regulators pending, on-going or threatened against you;
  - (p) if you have been charged or convicted for any criminal offences or have any criminal records;
  - (q) if there is any report lodged against you under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001; or
  - (r) if we suspect or have reasons to believe that the Credit Card is used for an unlawful activity.
- 16.3. Regardless of Clause 16.2, we can withdraw or terminate your use of the Credit Card by giving notice to you.
- 16.4. You cannot use the Credit Card for any unlawful activities. If we find, suspect or have reasons to believe that your Credit Card has been or is being used for any unlawful activity, we may take any actions we consider appropriate in order for us to meet any obligation or requirement in Malaysia or elsewhere in the world in connection with the prevention of any unlawful 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, cancelling or terminating the Credit Card and/or the Credit Card Account, making reports and taking such actions we may decide as appropriate.
- 16.5. Upon the termination of your Credit Card, you will remain liable for all outstanding balance on the Credit Card Account and the amount of any transaction effected through the use of the Credit Card (whether before or after the termination of the Credit Card), including transactions effected but not yet posted to the Credit Card 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 Credit Card.
- 16.6. If the Credit Card and/or Credit Card Account is terminated, you must: –
- (a) cut the Credit Card in half across the magnetic strip and the chip;
  - (b) immediately pay all monies you owe to us (including the whole of the outstanding balance on the Credit Card Account together with all fees, costs, taxes, duties, levies accrued up to the date of termination of the Credit Card and other amounts owing in connection with transactions effected using the Credit Card which have not been posted to the Credit Card Account, and any outstanding instalments not due but for which you are liable for).
- 16.7. If, following termination, you do not cut the Credit Card in half, you will continue to be liable for any charges and transactions incurred on the Credit Card.

- 16.8. The termination of the principal Credit Card will automatically terminate all of the supplementary Credit Cards. The termination of the supplementary Credit Card will not terminate the principal Credit Card, unless otherwise instructed in writing by you to us.
- 16.9. The particulars of any Credit Card cancelled or revoked may be placed on a "cancellation list" which we may circulate to all Authorised Merchants and Authorised Cash Outlets.

## **17. EXCLUSION OF LIABILITY**

- 17.1. We will not in any circumstances be liable for damages suffered or loss incurred by you (including loss of reputation or embarrassment):
- (a) In connection with a representation or implication because of: –
    - i) a cancellation or our refusal to renew the Credit Card;
    - ii) a suspension or restriction imposed by us on your use of the Credit Card;
    - iii) the circulation to the Authorised Merchants or Authorised Cash Outlets of the particulars of your Credit Card in a list of cancelled Credit Cards; or
    - iv) the amendment, variation, cancellation, suspension and/or withdrawal of any of your benefits or privileges under the Credit Card;
  - (b) due to an act or omission of the Authorised Merchant or Authorised Cash Outlet;
  - (c) due to a retention of the Credit Card and/or refusal by the Authorised Merchant or Authorised Cash Outlet to honour the Credit Card;
  - (d) in connection with a statement, representation or communication made by the Authorised Merchants or Authorised Cash Outlet;
  - (e) due to a defect or deficiency in goods purchased or services rendered by the Authorised Merchant or Authorised Cash Outlets;
  - (f) due to a dissatisfaction with the quality, effectiveness and/or genuineness of the goods purchased and/or services rendered by the Authorised Merchant or Authorised Cash Outlet.
- 17.2. We will not be liable for any loss, injury or damage suffered, including consequential and economic loss, caused by or from a mechanical defect or malfunction of the ATMs, or by any circumstances beyond our control.
- 17.3. Any claims and/or disputes which the Cardmember may have against a merchant shall not relieve the Cardmember or the obligation to pay the amount due us.

## **18. FEATURES AND BENEFITS GENERALLY**

We can amend, modify revise, restrict, increase, suspend, cancel or withdraw all or any facilities, services, benefits and privileges conferred on you with prior notice.

## **19. UOB PHONE BANKING SERVICE TERMS AND CONDITIONS**

In addition to the terms and conditions of this Agreement, if you request for our services through UOB Phone Banking Service, the UOB Phone Banking Service Terms and Conditions will apply in addition to and not in substitution for any terms and conditions contained in this Agreement. You can view the UOB Phone Banking Service Terms and Conditions at [www.uob.com.my](http://www.uob.com.my).

## **20. UOB PERSONAL INTERNET BANKING AND MOBILE SERVICES TERMS AND CONDITIONS**

In addition to the terms and conditions of this Agreement, if you request for our services through UOB Personal Internet Banking, the Terms and Conditions Governing UOB Personal Internet Banking and Mobile Services will apply in addition to and not in substitution for any terms and conditions contained in this Agreement. You can view the Terms and Conditions Governing UOB Personal Internet Banking and Mobile Services at <https://pib.uob.com.my>.

## **21. RIGHT OF SET-OFF AND CONSOLIDATION**

- 21.1. In addition to any general right of set-off under law or any other agreement, you agree that we may combine or consolidate the outstanding balance on the Credit Card Account with all or any of your existing accounts with us, whether singly or jointly with any other persons. You authorise us, after giving you 7 days' notice, to set-off or transfer any sum standing to the credit of any of your accounts towards satisfaction of any sum due and payable to us by you under this Agreement.
- 21.2. Upon the issuance of the notice mentioned in Clause 21.1 above, you agree that we have the right to earmark or to place a hold on any monies standing to the credit of all or any of your existing accounts with us, prior to the setting-off and you shall not be entitled to withdraw the monies, without our prior written consent.
- 21.3. Where a combination, set-off or transfer requires the conversion between currencies, the conversion will be calculated at our then prevailing spot rate of exchange as determined by us for purchasing the currency for which you are liable for.

## **22. DISPUTES**

- 22.1. We will not be liable for: –
- (a) the refusal of an Authorised Merchant or Authorised Cash Outlet to accept the Credit Card;  
or
  - (b) any defect or deficiency in goods or services supplied to you by an Authorised Merchant or Authorised Cash Outlet or other person.
- 22.2. You must resolve all complaints, claims and disputes against an Authorised Merchant or Authorised Cash Outlet 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.

- 22.3. To the fullest extent permitted by law, any claim or dispute which you may have against an Authorised Merchant or Authorised Cash Outlet will not relieve you of your obligation to pay us the amounts incurred under this Agreement.
- 22.4. You must contact and update the Authorised Merchant directly on any cancellation of recurring billing standing instruction or charge or cancellation of a Credit 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 to the Authorised Merchant, and that we will not be held liable in any way.
- 22.5. When you inform us that there is a disputed transaction you have against an Authorised Merchant or Authorised Cash Outlet, 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 Credit Card Account;
  - (c) date and amount of the disputed transaction; and
  - (d) reason why you believe that it is a disputed transaction.
- 22.6. We reserve the right to debit the full amount of the disputed transaction(s) from your Credit Card Account given proof that the disputed transaction(s) is/are legitimate and authorised by you by providing prior notice to you
- 22.7. Any attempt on your part to make false claims on the disputed transactions will entitle us to exercise any of our rights under the terms and conditions in this Agreement.

### **23. CROSS DEFAULT**

If you breach any of the terms and conditions in any other agreement with us, either for the use of any other credit card issued by us or for any banking/credit facilities, we may terminate this Agreement and thereafter all monies owing to us will immediately become due and payable in accordance with Clause 16.6(b) of this Agreement.

### **24. APPOINTMENT OF AGENT**

- 24.1. We can by giving you 7 days' prior notice, appoint any agent and/or a debt collection agency to collect all and any sums due to us, which is owing and payable by you under this Agreement.
- 24.2. You authorise and consent to us and/or our officers disclosing any information relating to you and/or your Credit Card Account to such agent and/or debt collection agency appointed by us, for the purpose of recovering all and any sums due to us, which is owing and payable by you under the terms and conditions in this Agreement.

## **25. VARIATION**

- 25.1. We can vary, add to, delete or amend the rates, fees, charges as well as any terms and conditions in this Agreement by giving you 21 days' notice, either through your Statement of Account or by way of posting on our official website at [www.uob.com.my](http://www.uob.com.my) or in any other manner.
- 25.2. Any variation referred to in Clause 25.1 will be effective on the date we specify. The retention or use of the Credit Card after the effective date will be deemed to be an acceptance by you of such variation.

## **26. COMMUNICATION OF INSTRUCTIONS**

- 26.1. You authorise us to act on your instructions given by telephone, mobile phone (including Short Messaging Services (SMS) sent from the mobile contact number last known to us), electronic mail or other means of telecommunication instructions which we in good faith believe are given by you.
- 26.2. Unless expressly stated otherwise in this Agreement, we shall be entitled to rely and act upon any instruction given in writing as stated in Clause 26.1 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 26.1 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 expense which results from any such misunderstanding, error or unauthorised instruction.
- 26.3. 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 26, unless it is due to our gross negligence or wilful misconduct.

## **27. DISCLOSURE**

- 27.1. 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 Credit Card Account) can disclose, any information relating to you or your Credit Card Account, to the following persons: -
- (a) any one of our branches, agencies, representative officers, affiliated, associated or related corporations, and their respective officers, servants or agents, whether in Malaysia or elsewhere ("Bank's 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 Bank's Group's functions;
  - xi) compliance with the Bank's Group's policies, guidelines, directives or requirements;
  - xii) corporate exercise; and/or
  - xiii) any legal process initiated by or served on us;
- (b) any merchants or establishment which accepts the 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 International Inc. and/or any other interested party to facilitate the use of the Credit Card or the processing of any transaction affected 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 this Agreement;
  - (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) credit card companies and financial institutions in connection with 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 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;
- (o) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any members of the Bank's Group;
- (p) any person to whom we or any members of the Bank's Group are permitted or required to disclose to under the laws of any country;
- (q) any person intending to settle any monies outstanding under the Credit Card Account;
- (r) any person connected to the enforcement or preservation of any of our rights under this Agreement; and
- (s) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any authority having jurisdiction over us.

27.2. Clause 27.1 shall survive the termination of this Agreement.

## **28. COURT ORDER**

28.1. 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 as per the court order.

28.2. Clause 28.1 shall survive the termination of this Agreement.

## **29. DATA PROTECTION**

29.1. 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 this Agreement 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 this Agreement.

29.2. You agree and consent that we may transfer the Personal Data outside of Malaysia. All Personal Data held by us and the Bank's Group will be accorded a reasonable level of protection against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or deletion.

29.3. In the event you provide Personal Data relating to third parties, including data relating to your next-of-kin and dependents (where you are an individual) or data relating to your directors, shareholders, officers, individual guarantors and security providers (where you are a corporation), for the purpose of opening or operating the Credit Card Account 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 this Agreement;
- (b) undertake that you have informed the said third parties to read the Privacy Notice at our website [www.uob.com.my](http://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 this Agreement should such consent be withdrawn by the said third parties.

29.4. 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.

29.5. Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to us and the Bank's Group (whether in or outside Malaysia), you agree that we and the Bank's 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

Credit Card Account) with our merchants and strategic partners where your express prior consent has been obtained.

- 29.6. You may choose not to receive any direct marketing materials from us and the Bank's Group by emailing us at [uobcustomerservice@uob.com.my](mailto:uobcustomerservice@uob.com.my) or contacting our Contact Centre team with your request and we will abide by your latest instructions to us.
- 29.7. 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 Credit Card Account and/or facilities with us, and/or without imposing additional costs to you.
- 29.8. 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 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 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'.

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 are not obligated to inform you of our refusal and reason for our refusal.

- 29.9. 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.
- 29.10. 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, Credit Card Account and/or facilities that is linked to such Personal Data.
- 29.11. We reserve the right to amend this Clause 29 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.

29.12. This Clause 29 shall be without prejudice to any other clause in this Agreement which provides for the disclosure of data.

### **30. INDEMNITY**

Unless it is due to our gross negligence or wilful misconduct, you agree to indemnify us against all actions, proceedings, claims, demands, losses, damages, costs and expenses (including but not limited to legal expenses on a full indemnity basis) which we may sustain or incur in enforcing or attempting to enforce our rights under this Agreement or arising out of or in connection with any taxation laws or regulations of any country having jurisdiction over us.

### **31. CERTIFICATE OF INDEBTEDNESS**

A certificate signed by our officer as to the monies, for the time being, due and owing to us from or by you, will be conclusive evidence against you that the stated amount is due and owing by you for all purposes, including legal proceedings.

### **32. NOTICES AND COMMUNICATION**

32.1. We can deliver any Statement of Account, notice or communication (other than Legal Process) to you in any of the following manner by:

- (a) electronic mail to your last known e-mail address in our records;
- (b) short message system (SMS) to the mobile number recorded in the Bank's system
- (c) post (registered, AR registered, ordinary or otherwise) or delivered by hand or left at your last known address in our system;
- (d) posting the notice or communication on our official website at [www.uob.com.my](http://www.uob.com.my);
- (e) facsimile to your last known facsimile number in our records;
- (f) communicated to you by insertion in any Statement of Account which we send to you.

32.2. 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 (3rd) 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 of posting on our website; or
- (g) at the time the Statement of Account is deemed to have been received by you.

32.3. We also reserve the right to serve on you any notice in connection with the Credit Card Account by advertisement in any one daily newspaper and such notice will be deemed to have been served on you on the day the advertisement appears in the newspaper.

32.4. 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 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, correspondence and/or notice will not prejudice our rights and entitlements under the terms and conditions in this Agreement.

### **33. RETENTION OF YOUR RECORDS**

You agree that we are not obligated to maintain any records of your Credit Card Account, including but not limited to the Credit 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.

### **34. SERVICE OF LEGAL PROCESS**

The service of Legal Process in connection with a claim arising from or connected with this Agreement can be affected on you by way of ordinary mail sent to your address last known to us. Such service shall be deemed good and sufficient service on you after the expiration of 3 Business Days from the date of posting.

### **35. CIRCUMSTANCES BEYOND OUR CONTROL**

If we are unable to perform any of our obligations under this Agreement, 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 this Agreement),

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 of such failure to perform.

### **36. TIME**

Time will be of the essence in this Agreement.

### **37. WAIVER**

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

### **38. SEVERABILITY**

The invalidity or unenforceability of any provisions will not affect the underlying intent of this Agreement, 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.

### **39. PRESERVATION OF RIGHT AND ENTITLEMENT**

Our rights and entitlements under this Agreement will remain in full force and effect, and will survive any cancellation, revocation or suspension of the use of the Credit Card.

### **40. CHANGE IN CONSTITUTION**

The terms and conditions in this Agreement will continue to be valid and binding for all purposes, despite a change in our or your constitution, if a corporation by amalgamation, consolidation, reconstruction, merger or otherwise, and if an individual, by death.

### **41. ASSIGNMENT**

We may assign all or any of our rights, title and interest under this Agreement to any person or corporation. You must not assign any of your rights and obligations under this Agreement.

### **42. LAW**

This Agreement 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 forums non convenience or any similar ground; and
- (c) consent to service of Legal Process in any other manner permitted by this Agreement and/or any relevant laws.

### **43. SUCCESSOR BOUND**

This Agreement will be binding on your heirs and personal representatives and our assigns and successors in title.