

TERMS AND CONDITIONS GOVERNING ACCOUNTS AND SERVICES (CONVENTIONAL BANKING)

(Individual Customers)

We have a wide range of products and services that may suit your needs. Each product or service is governed by its own set of terms and conditions.

This document sets out the general terms and conditions of the accounts and services we may agree to provide to you from time to time. These terms and conditions are binding on you therefore it is important that you read and understand this document. Please refer to Part I (Meaning of Words) for the definitions of some words used in this document.

TABLE OF CONTENTS

Part A. Introduction	<i>page</i>	Part G. General	<i>page</i>
1. These Terms	2	27. Retention of Your Records	13
Part B. Operating the Accounts		28. Taxes, Duties or Levies	13
2. Opening of Account	2	29. Right to Debit	13
3. Instructions	2	30. Costs And Expenses	13
4. Deposits	4	31. Avoidance Of Payments	13
5. Withdrawals	4	32. Accounts in Trust	14
6. Fees and Charges	5	33. Our Right Of Set-Off And Consolidation	14
7. Inactive / Dormant Account / Unclaimed Moneys	5	34. Circumstances Beyond Our Control	14
8. Closure / Suspension / Termination of Accounts	5	35. Indemnity	14
Part C. General Terms for Accounts	6	36. No Waiver	14
9. General Terms for Accounts		37. Severability	15
Part D. Overdraft, Linking Accounts	7	38. Cumulative Remedies	15
10. Overdraft		39. Preservation Of Rights And Entitlement	15
Part E. General Services		40. Assignment	15
11. Debit Card	7	41. Governing Law	15
12. UOB Visa / Mastercard Cardmember Agreement	7	42. Successors Bound	15
13. UOB Phone Banking Service Terms and Conditions	8	43. Service Of Legal Process	15
14. PIB Terms and Condition	8	44. Amendments	15
15. Cheque / Cheque Books	8	Part H. Terms For Specific Accounts and Services	
Part F. Notices, Communication, Statements And Records		45. Interest	15
16. Notices And Communications	8	46. Savings Account	15
17. Passbook and Statement of Account	9	47. InvestPro Account	15
Part G. General		48. FunSavers Account	16
18. General Representations and Warranties	10	49. ONE Account	16
19. Financial Crime Representations and Warranties	10	50. Stash Account	18
20. Disclosure of Information	10	51. Current Account	19
21. Data Protection	11	52. Privilege Account	20
22. Compliance with Court Orders	12	53. Wealth Premium Account	20
23. Compliance with FATCA	12	54. i-Account	21
24. Searches	13	55. Foreign Currency Account	21
25. Our Agents	13	56. Fixed Deposit Account	22
26. Sanctions and Anti-Money Laundering	13	Part I. Meaning of Words	23

PART A. INTRODUCTION
1. These Terms

- 1.1 By applying for, maintaining or using any Account or Service, you agree to comply with all of the terms and conditions set out in this document, including any amendments made from time to time (collectively known as "Terms"). You are deemed to have read, understood and accepted the Terms.
- 1.2 These Terms shall apply to:-
- (a) any Account and Service you currently have with us;
 - (b) any Account and Service we may provide you with from time to time; and
 - (c) each time you make use of the Accounts and Services.

PART B. OPERATING THE ACCOUNTS
2. Opening Of Account

- 2.1 To apply for an Account, you shall execute our standard account opening form and provide to us such mandate (if any), specimen signature(s) and any other document or information as may be required by us.
- 2.2 **Account Opening Application through Personal Internet Banking ("PIB")**
You may apply for ONE Account, Stash Account, Savings Plus Account, InvestPro Account, Foreign Currency Account or a Fixed Deposit Account (other than a FD Plus Account) through PIB ("Online Application") if you:
- a) are a Malaysian citizen;
 - b) are aged eighteen (18) years and above on the application date;
 - c) have successfully subscribed to PIB; and
 - d) are the sole individual accountholder of at least one of the following accounts (not being a trust account), with us:-
 - (i) savings account;
 - (ii) current account;
 - (iii) fixed deposit account; or
 - (iv) credit card account (except Private Label, Business, Purchasing and Corporate Card account).
- 2.3 Online Application is not applicable for joint account or trust account application.
- 2.4 We can decline any Account application or Online Application without giving any reason.
- 2.5 If you only have a pre-existing Credit Card account and you apply for any Account stated in Clause 2.2 above through PIB, you will be required to visit any of our branches to activate the Account before you are able to use such Account.
- 2.6 We reserve the right to close the Account opened pursuant to an Online Application after thirty (30) days from the date of account opening if:
- a) there is zero balance in Account; or
 - b) the Account requires activation pursuant to Clause 2.5 and such account has not been activated.

3. Instructions
3.1 Operating Mandate

The operating mandate to operate or use the Account:-

- a) if held by a sole individual, you must provide us with your information as requested by us;
- b) if held by more than one individuals, you must provide us with the operating mandate to operate the Account and the information relating to the Accountholders as requested by us.

- 3.2 Subject to the terms in this document, we shall act in accordance with your written instructions signed in accordance with the operating mandate of the Account.

3.3 Change of Operating Mandate:

- a) You must notify us promptly in writing of any change or variation in the operating mandate or when you want to change your signatory; and
- b) we shall be entitled to a reasonable period of time (of not less than seven (7) Business Days from receipt of the notice) to process such change or variation. We may decide to honour any instrument, or act on any instructions, signed by you before we process such change or variation.

3.4 Instructions:-

- a) All instructions given by you are irrevocable and binding on you.
- b) We shall be entitled to refuse to accept or act on any instruction, whether for a withdrawal or any other transaction or any matter relating to the Account, if:-
 - I. we are unable to verify your identity to our satisfaction;
 - II. we have any doubt on the authenticity, clarity or completeness of the instruction;
 - III. the form or content of such instruction is not in accordance with the requirements or policies or practices as we prescribed from time to time;
 - IV. the instruction are not in accordance with the mandate(s) for the time being in effect in respect of the operation of the Account;
 - V. in our opinion, we believe or suspect that the instruction is unauthorised, fraudulent or forged;
 - VI. the signature on the instruction differs from the specimen signature in our records;
 - VII. it results in the Account being overdrawn and we shall not be liable to you as a result of such refusal;
 - VIII. an Event of Default has occurred or is continuing; or
 - IX. we deem appropriate in the circumstances,

and we shall not be liable for any losses, liability or expenses suffered, sustained or incurred by you or any third party as a result of our refusal to accept or act on the instruction unless it is due to our wilful misconduct or gross negligence.

- 3.5 We may act upon any instructions which we believe in good faith to be given by you, without inquiry as to:-

- (a) the identity or authority of the person giving or purporting to give such instructions; or
- (b) the authenticity of such instructions notwithstanding:-
 - i. that such instructions may conflict with other instructions given by you to us; or
 - ii. any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such instructions.

- 3.6 Any cheque, instrument or instruction received after we have notice of your death will not be honoured or acted upon regardless of the date of the cheque, instrument or instruction.

- 3.7 On the death, mental incapacity, winding-up or bankruptcy of any Accountholder, we may freeze or suspend the Account without being liable to you until we receive to our satisfaction evidence of the person(s) who have the legal authority to operate the Account.
- 3.8 You authorise us to act upon any instruction given to us in writing signed and sent by post or facsimile by you. You are aware and acknowledge and accept the risks of misunderstandings and errors in the instructions being given by you in such manner and we shall not be liable for any loss, liability or expense that may result from such misunderstandings, errors and unauthorised instructions.
- 3.9 We can decide not to act on or accept instructions given in writing without any reason given and you agree that we shall not be responsible for any loss, liability or expense sustained by you by reason of our refusal or omission to act on such instructions.
- 3.10 We shall not be liable to you for any loss, liability or expenses that may result from:-
- any misunderstanding, errors, unauthorised alterations or instructions, fraud, forgery, operational failures or faults in the transmission of your instructions;
 - any misunderstanding, error or unauthorised instructions; or
 - any delay on our part in acting on any instruction which is not due to our fault.
- 3.11 To the fullest extent permitted by law and unless it is due to our wilful misconduct or gross negligence, you agree to indemnify us and to keep us fully indemnified at all times against any claims, demands, actions, proceedings, loss and expenses (including legal costs on a full indemnity basis) arising in any manner howsoever from our action on your aforesaid instructions, or refusing to act on your aforesaid instructions or part of it.
- 3.12 You acknowledge that we may implement whatever security procedures and features we deem appropriate and/or necessary from time to time to verify your identity and that the transaction has been authorised by you. Without prejudice to the foregoing, we may require confirmation of any instructions from you in any form or manner as we deem appropriate.
- 3.13 **Joint Account**
For joint account, we shall act in accordance with your written mandate unless we:-
- receive ambiguous instruction in connection with the Account
 - prior to acting on the instruction from an Accountholder, receive contradictory instruction from another Accountholder;
 - become aware of any dispute;
 - receive instructions in connection with the closure of a joint account; or
 - in any other circumstances as we deem appropriate;
- whereupon we shall be entitled to decline to act and to insist to act only on the instructions of all the Accountholders. In all and any of the cases set out in this Clause, we shall have no liability to any of the Accountholders for so acting or refusing to act.
- 3.14 If the Account is opened or maintained in the name of more than one person:-
- each Accountholder agrees to be jointly and severally bound by these Terms ;
 - we shall act on your instructions in accordance to the written mandate that you give us and each Accountholder shall be jointly and severally liable for all transactions arising from such instructions;
 - if the account mandate is for any one Accountholder to deal with the Account (including but not limited to withdrawals, instructions (whether oral, written or otherwise) and closure of the Account), you agree that we shall be entitled to act on the instructions from only one Accountholder and you shall be jointly and severally liable for all transactions arising from such instructions regardless of whether you:
 - are aware of;
 - agree with; or
 - would benefit from or suffer any loss arising from;such instructions from the other Accountholder.
 - subject to the terms in this document, we shall act on instructions (whether oral or written) from you in accordance to the written mandate that you give us including but not limited to honouring of cheques and instruction to stop payment;
 - cheques, bills of exchange, drafts, promissory notes, deposits and all other payment instruments made payable to any one of the Accountholders can be deposited into the Account; and
 - we shall be entitled to debit the Account at any time in respect of any sum howsoever due or owing to us by any of the Accountholders in whose name the Account is opened or maintained. In relation to Fixed Deposit Account, it is irrespective of whether it has matured or not.
- None of the Accountholders shall be discharged, nor shall his liability be affected by, any discharge, release, time, indulgence, concession, waiver or consent at any time given or effected in relation to any one or more of the other Accountholders.
- 3.15 We will only send one notice or communication to the mailing address specified by the Accountholders in writing in accordance with the mandate for the time being in effect in respect of the Account, and this notice or communication shall be deemed to have been sent to all Accountholders.
- 3.16 If the Account is opened jointly with a minor below the age of eighteen (18) years, you agree that upon the minor attaining the age of eighteen (18) years, you together with the minor shall jointly furnish the new mandate for the operations of the Account. Until a new mandate is received by us, the existing mandate shall continue to operate.
- Death of Joint Accountholder**
- 3.17 The doctrine of survivorship shall apply to any Account opened in joint names of more than one person.
- 3.18 On the death of any joint Accountholder:-
- we may suspend or freeze the Account without being liable to each of the Accountholder; and
 - we are authorised to hold any monies in the Account to the instruction of the surviving Accountholder without prejudice to any right which we may have with regard to such monies arising out of, amongst others, any lien, charge, pledge, set-off or any actual or contingent claim or counterclaim. Any action taken by us pursuant to any instruction given by the surviving Accountholder pursuant to Clause 3.17 below shall be binding on each of the Accountholder and their respective personal representatives.
- 3.19 The surviving Accountholder may withdraw or instruct us to transfer to any account(s), the credit balances in the Account, and after we have acted in accordance with the instruction of the surviving Accountholder, it shall constitute a valid and complete discharge of our obligations in relation to the Account.
- 3.20 Where the Account is opened jointly with a minor below the age of eighteen (18) years, by the parent of the minor, the parent or the legal guardian shall be the primary Accountholder. In the event of the primary Accountholder's death before the minor attains the age of eighteen (18) years, the Account shall be frozen and matters pertaining to the Account shall be referred to the personal representative of the primary Accountholder's estate.
- 3.21 If any joint Accountholder becomes bankrupt or lacks capacity, we may suspend or freeze the Account without being liable to you until we receive to our satisfaction evidence of the person(s) who have the legal authority to operate the Account.

4. Deposits

- 4.1 The minimum initial deposit required for opening of the Account and the minimum balance shall be such amount determined by us from time to time.
- 4.2 Any deposit into the Account shall be made over the counter at any of our branches, ATMs or cash / cheque deposit machines, or through interbank transfer, telegraphic transfer, the UOB Phone Banking service offered by us or through PIB.
- 4.3 When you make a deposit:-
- (a) the deposit must be placed by such mode or manner as we prescribe from time to time, whether over the counter at the branches or through the use of any services as may be made available by us from time to time;
 - (b) you agree that all cash deposited may not be drawn on until it has been received by us and deposited into the Account;
 - (c) we may (but are not obliged to) give immediate credit for cheques, drafts and all other payment instruments deposited into the Account. However such deposits shall not be available for withdrawal until the proceeds have been received by us.
- 4.4 Deposit slips accompanying cash deposits are not valid receipts unless machine validated by us or initialled by our officer with our stamp. If the deposit slip contains error or omission we may amend the deposit slip and our amended version is conclusive for all purposes. You should keep transaction records so that you can verify entries in Statement of Account.
- 4.5 All cheques deposited are received by us solely as agent for collection, and we assume no responsibility for:-
- (a) any non-payment or losses to you as a result of us being unable to collect the cheques, whether resulting from any payment restrictions or any laws or regulations of any country(ies) in which the cheques are cleared/collected; or
 - (b) any strikes, or any default, neglect or insolvency of any correspondent or paying bank or any agent or sub-agent; or
 - (c) any cause(s) beyond our control.
- 4.6 When a deposit is made by cheque or other non-cash payment instrument, the value date will commence only upon actual receipt of the proceeds from the issuing bank. Any Confirmation Advice issued by us pursuant to the placement of the deposit is subject to the cheque or payment instrument being honoured and the proceeds received by us, and until the proceeds are received by us, the Confirmation Advice will not be binding on us. If the cheque or the non-cash payment instrument is dishonoured, we reserve the right to cancel the purported placement and the Confirmation Advice will be void with immediate effect.
- 4.7 We reserve the right to debit or revise such credited amount from the Account if:-
- (a) the cheques, drafts and such other payment instruments to effect the deposit is dishonoured;
 - (b) in the event that the payment received by us on such cheques, drafts and such other payment instruments is less than the amount credited into the Account; or
 - (c) even after we receive payment, if the correspondent paying bank or any agent and sub-agent should at any time claim refund or repayment of such amount on any ground(s) (whether or not disputed), including without limitation the ground that the cheque, draft, money order, telegraphic transfer or other payment instruction or instrument was void, invalid or fraudulently issued, or in any other circumstances whatsoever resulting in the amount of such cheque, draft, money order, telegraphic transfer or other payment instruction or instrument or any part thereof being subject to an actual or potential claim for repayment or refund by any party.
- 4.8 Any cheque or non-cash payment instrument which has been dishonoured may be returned by post to you at the last known address in our records at your own risk and expense.
- 4.9 Deposits may not be transferred, assigned, pledged, charged or otherwise encumbered or given by way of security to any party except in our favour or with our prior written consent.
- 4.10 We can refuse to accept a deposit if:
- (a) the currency is not acceptable to us;
 - (b) the payee's name is not identical to the account name;
 - (c) the cheque or other payment instrument is payable to a third party;
 - (d) it is beyond the cut-off time for us to accept deposit. The cut-off time shall be determined by us from time to time;
 - (e) it is in a form of travelers cheques presented for deposit and/or collection unless they are accompanied by relevant documents in support of the commercial transaction which gives rise to the issuance of such cheques; or
 - (f) it is made by mode which is not acceptable to us.

5. Withdrawals

- 5.1 Withdrawals from the Account must be made in the mode or manner and on such terms and conditions as we may set from time to time. Any particular mode or manner of withdrawal may be changed or terminated by us at any time, upon notice to you.
- 5.2 The minimum withdrawal amount per transaction shall be determined by us.
- 5.3 You can make withdrawals from the Account in the following manner:-
- (a) using the Debit Card at the ATM and/or EFTPOS (for Account in RM);
 - (b) over the counter at any of our branches with or without the use of the Debit Card, provided that such withdrawal must be made by you in person and where necessary with the withdrawal form completed and signed. We have the rights to require proof of your identity, and can refuse the withdrawal if your signature and identity have not been verified to our satisfaction, or for any other reason we deem fit;
 - (c) the UOB Phone Banking Services offered by us;
 - (d) through PIB; or
 - (e) any other method as may be determined by us from time to time.
- 5.4 You may apply to set up direct debit or periodic payments from the Account. We may, by informing you in writing, cancel or stop the direct debit or periodic payment arrangement if the arrangement does not comply with the terms of the payment authority signed by you or if required by Applicable Laws.
- 5.5 No overdrawing is allowed. If you manage to overdraw on the Account, the overdrawn sum must be repaid on demand together with such interest as we may impose.
- 5.6 When you make a withdrawal, you are responsible to ensure:-
- (a) all withdrawal instructions are accurate and complete;
 - (b) there are sufficient funds in the Account;
 - (c) you act in a manner that would prevent and not facilitate any alteration or forgery or use of counterfeit or mutilated cheques;
- and you shall be liable for all such instructions which shall be effective and valid and binding on you. You shall not hold us liable to you and/or any other parties, even if the signature(s), or authorisation(s) or instruction(s) may have been forged or obtained fraudulently or without authority, or the Debit Card may have been used without authority unless it is due to our willful misconduct or gross negligence.

5.7 Foreign Currency Withdrawals

Withdrawal will be subject to:-

- a) minimum amount per transaction as determined by us;
- b) payment by you of applicable fees; and
- c) any other conditions as we may impose which we deem necessary,

and paid by means of cash, cable payments, telegraphic or electronic transfer, or by issuing drafts or in any other mode or manner we may decide.

All withdrawals made over the counter must be in RM regardless of whether the Account is denominated in RM or not.

5.8 Stopping a Withdrawal

- (a) withdrawal instruction cannot be varied or cancelled if we have acted on them. We will try to stop a transaction when instructed but we will not be responsible for any loss you incur if we cannot do so;
- (b) cheque or cashier's order: if you want us to dishonour any cheque or cashier's order you must give us written instruction. We will try to stop a cheque or cashier's order but we will not be responsible if there is not enough time to act or if the cheque or cashier's order has already been honoured.

5.9 The clearance times for different types of Accounts, or the mode or manner in which withdrawals may be made, may vary. If withdrawals are made after the cut-off times we specify, they may not be processed until the following Business Day.

5.10 Telegraphic Transfer

You may apply for a telegraphic transfer to be made only if:-

- (a) we agree to your application;
- (b) the minimum amount or maximum amount for telegraphic transfer is met; and
- (c) you pay all fees required for the telegraphic transfer including fees for conversion of the currency into the currency of the destination country.

5.11 If we are unable to effect the telegraphic transfer, we will not refund you the fees paid unless the failure was solely and directly caused by something we did or failed to do.

6. Fees And Charges

6.1 You may have to pay fees and charges for the use of the Account and such fees and charges may be amended from time to time including but not limited to the fee stated in Clause 6.2. The current rates on fees and charges are made available to you at our branches, official website at www.uob.com.my or upon your request.

6.2 A fee is payable if the Account is closed within three (3) months of its opening. It will be deducted from the Account before monies in the Account is paid to you upon closure.

6.3 You shall be liable to pay all costs, charges, disbursements, fees and expenses (including but not limited to our legal fees) in connection with or incidental to the Account including but not limited to the enforcement of or preservation of any of our rights under the Account.

6.4 You shall ensure that there shall be sufficient funds in the Account at all times for all payments including any fees and charges due from you in connection with the Account and you authorise us to debit such payments from the Account as and when it becomes due.

6.5 We may, from time to time, impose, vary or revise any fees and charges imposed on the Account by giving twenty one (21) Days' prior notice.

7. Inactive / Dormant Account / Unclaimed Moneys

7.1 Account with no credit and/or debit transaction (other than credit and/or debit transaction conducted by us for the purposes of crediting interest into the Account or debiting for fees and/or charges payable by you to us) for a period of twelve (12) months will be deemed as dormant account.

7.2 An annual service fee shall be imposed and deducted from the Account so long as it remains dormant until the remaining credit balances are classified as unclaimed moneys. If the balance in the Account is equivalent or less than the annual service fee, we may upon providing you with written notice, debit the entire balance in the Account as service charge and close the Account in accordance with the Applicable Laws.

7.3 For Account which has been classified as dormant pursuant to Clause 7.1, no credit and/or debit transaction (other than credit and/or debit transaction conducted by us for the purposes of crediting interest into the Account or debiting for fees and/or charges payable by you to us) on the Account shall be allowed unless and until the Account has been reactivated pursuant to Clause 7.4.

7.4 To activate a dormant Account, you must initiate the following at any of our branches:

- (a) a cash withdrawal, subject to the verification of your identity; or
- (b) a cash deposit, subject to the verification of your identity electronically via the identity card reader.

8. Closure / Suspension / Termination Of Account

8.1 You can request to close the Account by providing written instructions to us in the form and substance acceptable to us and settling all outstanding amounts (including principal, interest, fees, charges and any other costs) if any, due to us.

8.2 Notwithstanding anything in these Terms, we may close, suspend, freeze or terminate the Account:-

- (a) as we deem fit with prior notice to you;
- (b) if the Account is dormant for a continuous period of twelve (12) months and the balance in the Account during that period is less than the minimum amount required or stipulated by us, with prior written notice to you. We will then debit the entire balance in the Account as service charge.
- (c) if in our opinion, you do not comply with any Applicable Laws;
- (d) if in our opinion, the Account is not operated in a proper or regular manner;
- (e) if you, or any joint Account holder, threaten to breach or you have breached any of these Terms or other terms and/or conditions applicable to you or any other agreement whether relating to the borrowing of funds or the granting of advances or credit or otherwise;
- (f) if you give us untrue, inaccurate, incomplete or misleading information;
- (g) if any representation, warranty or undertaking made to us by you is or will become incorrect or misleading in a material respect;
- (h) if you fail to pay on any due date any money which you should be paying to us or if you fail to discharge any obligation or liability owing to us;
- (i) if you pass away or become insane;
- (j) if you become bankrupt or insolvent or allow any judgment to remain unsatisfied for a period of twenty-one (21) Days;

- (k) if you commit any act of bankruptcy or are unable to pay your debts, as the case may be, or suspend your debts, as the case may be, or enter into any composition or arrangement with or for the benefit of your creditors, as the case may be;
 - (l) if a petition is presented against you for bankruptcy;
 - (m) if execution or any form of recovery or enforcement action is levied or taken against any of your assets;
 - (n) if you transfer or dispose of or intend to transfer or dispose of a substantial part of your assets, as the case may be;
 - (o) if in our opinion, there is any change or threatened change in:-
 - (i) circumstances which would materially and adversely affect your financial condition or your ability to perform your obligations under these Terms; or
 - (ii) your status as a Malaysian citizen or resident;
 - (p) if a notice or proposal for the compulsory acquisition of any of your properties is issued or made under any law;
 - (q) if any of your cheque is dishonoured;
 - (r) if you are blacklisted pursuant to the DCHEQS guidelines or any guidelines issued by BNM or any other authority having jurisdiction over us;
 - (s) if any of your accounts with us is re-designated or closed by us for any reason whatsoever;
 - (t) if you fail to discharge any obligation or liability to us or to any other person;
 - (u) if you commit a default in any loan, facility or similar arrangement with any person (including us) which gives the right to the creditor concerned (including us) to demand repayment of the loan, facility or arrangement before its due date, to withdraw the loan, facility or arrangement, or to enforce the security for the loan, facility or arrangement;
 - (v) if there is a default in the payment of any moneys under the account of any other person for whom you are providing security;
 - (w) if there is any litigation (whether civil or criminal) arbitration or administrative proceedings pending, on-going or threatened against you;
 - (x) if we suspect or have reasons to believe that the Account or any part of it is used for any unlawful activity;
 - (y) if there is any investigation by the police or police organisation, governmental body or agency, anti-corruption commission or agency or regulators (in Malaysia or elsewhere) pending, on-going or threatened against you;
 - (z) if you have been charged or convicted for any criminal offences or have any criminal records;
 - (aa) if there is any report lodged against you under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (as amended from time to time);
 - (bb) if your whereabouts are unknown to us;
 - (cc) if you become a US Person; or
 - (dd) if we decide that the continuation of the Account could likely be detrimental to our own position and our decision is final.
- 8.3 When any of the events in Clauses 8.1 and 8.2 above happens:-
- a) we will not be under any further obligation and/or commitment to you in relation to the Account;
 - b) we may (but are not obligated to) freeze, suspend (indefinitely or otherwise) or close the Account, or our relationship with you and all moneys and interest then owing to us under the Account will immediately become payable on demand by us;
 - c) we may apply the credit balances in the Account against any losses arising thereof and/or amounts which you owe to us;
 - d) we will be entitled to exercise any right or power:-
 - (i) which we may have under any of these Terms; and
 - (ii) which may be available to us in law.
- 8.4 You cannot use the Account for any unlawful activities. If we find, suspect or have reasons to believe that your Account 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 closing the Account, making reports and taking such actions we may decide as appropriate.
- 8.5 Any closure or cancellation or suspension of the Account by us shall not entitle you to claim for any compensation against us for any losses or damages suffered or incurred by you whether as a direct or indirect result of such cancellation or suspension.
- 8.6 Upon the closure/cancellation of the Account, you must:
- a) pay all fees, costs, charges, expenses, taxes, duties, levies and amounts accrued up to the date of closure/cancellation of the Account;
 - b) return all unused cheques and the Debit Card immediately; and
 - c) notify all merchants you have authorized to make direct debits on your Account of its closure/cancellation. We are not liable to pay your merchants under your direct debit authority.
- 8.7 If there is any payment obligation by us to you after closure or cancellation of the Account, we shall issue and send a banker's draft or cashier's order made payable to you, by ordinary post to your last known address in our records or in such other manner as we deem fit. After we have acted in accordance with the above provisions, it shall constitute a valid and complete discharge of our obligations in relation to the Account.

PART C. GENERAL TERMS FOR ACCOUNTS

- 9.1 We do not have to recognise any person other than you as having any interest in the Account.
- Amount**
- 9.2 Different types of Accounts may have different requirements including different minimum initial deposit amounts, minimum or maximum balances, or minimum maturity period. These requirements may be changed from time to time.
- Interest**
- 9.3 Interest may be paid on the credit balance of certain Accounts (such as a saving Account) at a rate we determine.
- Costs**
- 9.4 You may have to pay fees for the use of any Account or Service and the fees may differ for different Accounts and Services and may be changed from time to time. Examples of such fees include fall-below minimum balance fees, early account closure fees and processing fees.
- Perbadanan Insurans Deposit Malaysia ("PIDM")**
- 9.5 The deposits maintained by you in this Account are protected by PIDM up to RM250,000 per depositor, and a copy of the PIDM brochure has been provided to you.
- 9.6 In the event there is a change in the insurability status of the Deposit, we will be giving twenty one (21) days' prior notice.

PART D. OVERDRAFT, LINKING ACCOUNTS
10 Overdraft

- 10.1 You must not in the absence of our prior approval, overdraw on the Account. You must not withdraw from or effect payments or transfers using the Account unless there are sufficient available funds in the Account.
- 10.2 We can refuse to act on any instruction which would cause the Account to be overdrawn unless we have an agreed overdraft limit. If we allow (even though we are not obliged to do so) the Account to be overdrawn:-
- (a) the overdrawn amount is treated as an advance to you and you owe us as a debt;
 - (b) you shall pay interest on the overdrawn amount at such rate as prescribed by us from time to time. Interest on debit balances shall accrue daily with monthly rests, such interest to accrue as well after as before judgment; and
 - (c) all amounts overdrawn, charges and interests payable shall be repaid on demand.
- 10.3 The interest chargeable on such overdrawn amount shall be at the rate of 3.5% per annum over and above the Prescribed Rate or any other rate as may be determined by us, both before as well as after judgment or order, and irrespective of whether or not the banker-customer relationship between us and you has ceased or been terminated.
- 10.4 Any unpaid interest on any overdrawn amount (including all accrued and outstanding interest) shall at the end of each calendar month be capitalised and added to the principal sum then owing and shall immediately bear interest at the Prescribed Rate.
- 10.5 We can vary the Prescribed Rate and the BR, from time to time, and the variation will take effect from the date specified in our notice which may be given in accordance with these Terms.
- Overdrawn Due to Insufficient Funds**
- 10.6 A charge will be levied on each cheque returned or rejected due to insufficient funds. We may, close the Account if the cheques continue to be returned due to insufficient funds.
- Auto Limit Facility for Privilege Account and i-Account (Applicable for accounts opened prior to 1 January 2013)**
- 10.7 Upon opening the Time-Based Deposit Account and upon your consent to link your Current Account to the Time-Based Deposit Account, we will make available the Auto Limit Facility to you.
- 10.8 The Auto Limit Facility will only be made available to you only if you are a Malaysian citizen or resident.
- 10.9 The Auto Limit Facility will only be made available to you if the Account is linked to the Time-Based Deposit Account. If you revoke your consent to link the accounts or you instruct us to de-link the Current Account from the Time-Based Deposit Account, the Auto Limit Facility will no longer be available for your use.
- 10.10 The Auto Limit Facility granted by us to you shall be equivalent to the amount deposited by you into the Time-Based Deposit Account.
- 10.11 You will be able to utilise the Auto Limit Facility or repay the Auto Limit Facility through the Current Account.
- 10.12 The Auto Limit Facility shall be secured by the amount maintained in the Time-Based Deposit Account. You shall not be allowed to withdraw or transfer from the Time-Based Deposit Account an amount equivalent to the Sums Advanced or such other amounts as we may determine from time to time, and you agree that we have the right to earmark or to place a hold on this amount in the Time-Based Deposit Account.
- 10.13 Interest will be chargeable on the utilisation of the Auto Limit Facility at the Prescribed Rate or any other rates as we may fix from time to time.
- 10.14 Withdrawal from the Current Account in excess of the amount maintained by you in the Time-Based Deposit Account may be allowed only with our prior consent. If such excess is allowed by us, and for any such amounts withdrawn/utilised from the Current Account, the interest chargeable on such excess amount shall be at the rate of 3.5% per annum over and above the Prescribed Rate or any other rate as may be determined by us, both before as well as after judgment or order, and irrespective of whether or not the banker-customer relationship between us and you has ceased or been terminated.
- 10.15 Any unpaid interest on any amounts drawn or payable as the case may be under the Auto Limit Facility (including all accrued and outstanding interest) shall at the end of each calendar month be capitalised and added to the principal sum then owing and shall immediately bear interest at the Prescribed Rate.
- 10.16 We can vary the Prescribed Rate, the BLR or the BR, from time to time, and the variation will take effect from the date specified in our notice which may be given in accordance with these Terms.
- 10.17 The Sums Advanced in respect of the Auto Limit Facility, interest on such sums and such other sums as are outstanding or are otherwise due and payable by you to us shall be repayable on demand.
- 10.18 If you no longer require the Auto Limit Facility, and there is no amount outstanding under the Auto Limit Facility, you may apply to cancel the Auto Limit Facility by delinking the Current Account from the Time-Based Deposit Account.
- Periodic Review**
- 10.19 We reserve the right to review the Overdraft Facility at any time and from time to time irrespective of whether or not an Event of Default has occurred. Nothing in these Terms shall be deemed to impose on us any obligation either at law or in equity to make available the Overdraft Facility to you.

PART E. GENERAL SERVICES
11. Debit Card

- 11.1 The use of Debit Card is subject to UOB Debit Mastercard Terms and Conditions. You agree that the UOB Debit MasterCard Terms and Conditions, including any amendments to such terms and conditions with prior notice, as implemented from time to time shall be deemed to be incorporated in these Terms. In the event of any conflict between the UOB Debit MasterCard Terms and Conditions and these Terms, these Terms shall prevail.

12. UOB Visa / Mastercard Cardmember Agreement

- 12.1 You agree that terms and conditions in our UOB Visa/MasterCard Cardmember Agreement, including any amendments to such terms and conditions, as implemented from time to time shall be deemed to be incorporated in these Terms. In the event of any conflict between the terms and conditions in our UOB Visa / Mastercard Cardmember Agreement and these Terms relating to the Account, these Terms shall prevail.

13. UOB Phone Banking Service Terms and Conditions

13.1 In addition to these Terms, if you request for our services through UOB Phone Banking Services, the Terms and Conditions Governing UOB Phone Banking Services will apply in addition to and not in substitution for these Terms. You can view the Terms and Conditions Governing UOB Phone Banking Services at www.uob.com.my.

14. PIB Terms and Conditions

14.1 In addition to these Terms, if you request for our online application services through UOB Personal Internet Banking ("PIB"), the Terms and Conditions Governing UOB Personal Internet Banking and Mobile Services will apply in addition to and not in substitution for these Terms. You can view the Terms And Conditions Governing UOB Personal Internet Banking And Mobile Services at www.uob.com.my.

15. Cheque / Cheque Books

15.1 Where applicable, cheques will be supplied by us upon your request. Any fees including stamp duties payable on the cheques shall be charged to you and debited to the Account.

15.2 You are responsible to:-

- (a) draw cheques in a proper manner. You shall draw or issue any cheque in a manner which may not facilitate alteration or forgery. The amount in words and figures should be written distinctly and in a way that leaves no space between words or figures or between the amount and the word 'Ringgit' or the 'RM' sign. Any space remaining after the amount expressed in words should be filled with either a line through the space or by writing the word "only";
- (b) count the number of cheque forms and examine the Account number and serial numbers carefully upon receipt of a cheque book. Any discrepancy or irregularity found must be reported to us immediately in writing;
- (c) notify us if you do not receive your cheque book within two weeks from the date of your request for the cheque book;
- (d) keep the cheque books and cheques safely and under lock and key at all times and take reasonable care to prevent loss/theft or unauthorized use of any cheque or cheque book;
- (e) inform us immediately in writing should any cheque books and cheque be misplaced, lost or stolen.

15.3 We may (but are not obliged to) verify a facsimile signature stamp against specimen facsimile signature stamp. Where you make use of facsimile signature stamps in drawing cheques, or other forms of withdrawals, or in any form of communication in breach of these Terms:-

- (a) we reserve the right to refuse to pay such cheques and/or to disregard such request for withdrawal or other communication; and
- (b) we shall not be liable for any loss howsoever arising if we honour a cheque, or allow a withdrawal or act on any instructions, bearing a facsimile signature.

"Facsimile signature" includes any facsimile signature impressed using a rubber stamp or other instrument.

15.4 You shall be liable for all transactions until we receive your notification of the loss or the theft of the cheque or cheque book and we are satisfied that you have not by your acts or omissions directly or indirectly caused or contributed to the loss/theft and that loss/theft and is not due to your negligence, fraudulent act or default.

15.5 You shall:-

- (a) make applications for cheque forms on the printed application forms or by written request, signed by you;
- (b) complete such forms as we may require for making payments into and withdrawals from the Account and ensure that after every payment, the deposit slip is machine validated or initialed by our authorised officer with our stamp before leaving the counter. We reserve the right to alter any incorrect items stated on the deposit slip. Records kept by us shall be final and conclusive as against you, unless there is an obvious mistake

15.6 Alterations on cheques even though confirmed by the full signature of you will not be allowed. We will dishonour, without liability, all cheques with alterations without further reference to you.

15.7 We shall not be liable for paying on altered and/or forged cheques where the alterations and/or forgery were made possible by the use of erasable ink, pens or typewriters or any other equipment with built-in erasure features or by the use of cheque writers or franking machines or where the alterations and/or forgery cannot be easily detected or where you have acted or omitted to act in a manner so as to have facilitated such alteration or forgery or use of counterfeit or mutilated cheques.

15.8 We may refuse to pay cash on cheques made payable to a company, society, organisation, institution or any other form of business concern.

15.9 A service charge will be levied for any cheque returned due to insufficient funds regardless of any order countermanding payment of cheques. Such charges will be deducted from the Account.

PART F. NOTICES, COMMUNICATION, STATEMENTS AND RECORDS**16. Notices And Communications**

16.1 Any notice, demand, request or communication (other than Legal Process) that we send to you may be:-

- (a) delivered by hand to your address as stated in the application form for the opening of the Account or such other address last known to us;
- (b) sent by post (registered, AR registered, ordinary or otherwise) to your address as stated in the application form for the opening of the Account or such other address last known to us;
- (c) sent by facsimile transmission to the facsimile number last known to us;
- (d) sent by electronic mail to the electronic mail address last known to us;
- (e) sent by short message system (SMS) to the mobile phone number last known to us;
- (f) communicated to you by posting on our website; or
- (g) communicated to you by insertion in any Statement of Account which we send to you.

16.2 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 the our website; or
- (g) at the time the Statement of Account is deemed to have been received by you.

16.3 We also reserve the right to serve on you any notice in connection with the 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.

16.4 Changes in contact details:-

- (a) You agree to notify us immediately:-
- (i) on any changes to your correspondence, mailing or residential address and your contact information;
 - (ii) if you are an exporter, on any changes in the volume of your export proceeds; and/or
 - (iii) if there is any change which may render the operation of the Account to be in breach of the FX Regulations, (collectively, "Information")
- (b) If you do not inform us of any change in the Information, you agree that we may rely on:-
- (i) any address and/or contact information stated in the application form or as reflected in our records; or
 - (ii) any address and/or contact information we obtain from any communication issued from you to us.
- (c) Any failure by you to notify us of a change in the Information resulting in the delay or the non-delivery of any Statement of Account, correspondence and/or notice will not prejudice our rights and entitlements under these Terms.

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

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

16.6 **Recordings**

We may record instructions and other telephone conversations with or without the use of a warning tone device and you agree that such recordings or their transcripts may be used as conclusive evidence of the instructions and telephone conversations.

17. Passbook And Statement Of Account

Passbook

17.1 If there are multiple transactions, we may consolidate the transactions and print only the total credit and debit amounts in the passbook when updating.

17.2 We may retain the passbook.

17.3 Passbook entries are not valid unless machine-printed by us or unless they bear the signatures of our authorised officers. The passbook is for reference only and is not conclusive as to the current balance of the Account because deposits or withdrawals may be made or charges may be debited to the Account without production of the passbook.

17.4 The passbook must be produced and our prescribed forms must be completed for any deposit or withdrawal made over the counter.

17.5 Entries in the passbook are not valid unless entered by the machine print of the branch or otherwise bear the signatures of our officers. You should examine each entry in the passbook carefully before leaving our premises.

17.6 A new passbook may be issued if satisfactory explanation is given to us and the Accountholder signs our prescribed indemnity form.

17.7 You are responsible to keep the passbook safe, under lock and key at all times and take all precautions to prevent loss, theft, fraudulent or unauthorised use of your passbook and report any lost or stolen passbook to us as soon as possible to us.

17.8 You will be liable for all transactions on your Account until we receive your notification of the loss or theft of your passbook and you have established, and we are satisfied that, you have not by your acts or omissions (directly or indirectly) caused or contributed to the occurrence of the loss, theft or disclosure and the loss, theft or disclosure is not due to your negligence, fraudulent act or default.

Statement of Account

17.9 We may send you physical copy of the Statement of Account or Confirmation Advice by ordinary mail at the end of every month or quarter (in the case of Fixed Deposit Account) or at such intervals as we may deem fit.

17.10 If eStatement for any Accounts has been made available to you, no physical statement will be issued for such Accounts. If you require such physical statement, we may still send to you upon your request subject to the payment of the prevailing charges to us which may be debited from the Accounts.

17.11 You may request for additional copy of the Statement of Account. Such request must be made in writing to us and this will be subject to a charge as we deem appropriate upon such request being made. Such charge will be debited from the Account.

17.12 When the Account is held by more than one person, we will only send one physical copy of the Statement of Account to the mailing address specified by the Accountholders in writing in accordance with the mandate for the time being in effect in respect of the operation of the Account.

17.13 For Fixed Deposit Account, if there is no transaction for a particular quarter, no Statement of Account will be issued for that quarter.

17.14 For Wealth Premium Account, if there is no transaction for a continuous period of twelve (12) months or more from the last transaction date, the account will be deemed as dormant and no Statement of Account will be issued for that month. Should the account continues to be dormant, Statement of Account will be issued at quarterly intervals or such other intervals as we deem fit.

Confirmation Advice for Fixed Deposit

17.15 We will issue a Confirmation Advice for the placement or withdrawal of a Fixed Deposit in the Fixed Deposit Account. With the exception of placements made over the counter, the Confirmation Advice may be sent to you by ordinary mail.

Verifications

17.16 You agree that you are under a duty to:-

- a) check all entries in the passbook, Confirmation Advice and/or Statement of Account;
- b) promptly notify us in writing of any error, omission or inaccuracies in the entry(ies) in the passbook, in the Confirmation Advice or Statement of Account within fifteen (15) Days from the date the passbook is updated or from the date of the Confirmation Advice or Statement of Account, as the case may be;
- c) sign and return any Confirmation Advice or confirmation slip, including that related to auditing purposes (if requested to do so);
- d) promptly notify us in writing if you did not receive the Statement of Account within fifteen (15) days from the expected date of receipt; and
- e) monitor all your balances all the time and report to us when you discover any unauthorized transactions.

17.17 If we do not receive any written notification from you under Clauses 17.16(b) within the time period stated above, or sixty (60) Days in the case of electronic funds transfers, you shall be deemed conclusively:-

- (a) to have accepted, and shall be bound by, the validity, correctness and accuracy of the transactions / entries in the passbook, Statement of Account and Confirmation Advice and the balance set out in the passbook, Statement of Account and Confirmation Advice; and
- (b) to have ratified or confirmed each and every one of the transactions represented by the entries set out in the passbook, Statement of Account and Confirmation Advice.

The entries in the Confirmation Advice, passbook and Statement of Account shall be deemed as conclusive evidence of your instruction to us to effect the transaction(s) set out in the Confirmation Advice, passbook and Statement of Account. You shall have no claim against us arising from, in connection with or as a result of any transactions referred to in the Confirmation Advice, passbook and/or Statement of Account.

- 17.18 Reversal: We reserve the right to adjust, reverse or cancel any transaction / entry in the passbook, Confirmation Advice and/or Statement of Account and/or debit the Account at any such time if we:
- (a) need to correct any error or omission;
 - (b) are required to return funds wrongfully credited into the Account; or
 - (c) have not received cleared or unconditional funds in full or in time.

Any entries in the passbook, Confirmation Advice and/or Statement of Account so rectified shall be binding on you.

PART G. GENERAL

18. General Representations And Warranties

- 18.1 Our acceptance of your application for the opening of the Account is in reliance on the following representation and warranties made by you, all of which must be complied with in all material respects throughout the duration of the Account:-
- (a) you have full capacity and authority to open, maintain, operate all Accounts and Services you currently have or may in future have with us, and to give us all Instructions in connection with the Account and Services and to accept and agree to these Terms;
 - (b) no person other than you has an interest in the Account;
 - (c) you have not created any lien, charge, pledge, transfer, assignment or otherwise encumber the monies in the Account;
 - (d) that there is no litigation (whether civil or criminal) arbitration or administrative proceedings, pending, on-going or threatened against you;
 - (e) that you have not committed any act of bankruptcy and that no bankruptcy proceedings have been commenced or are being threatened against you;
 - (f) that you have filed all tax returns which you are required by law to file and have paid or made adequate provision for the payment of all taxes, assessments, fees and other governmental charges assessed against you or upon your properties, assets, businesses and incomes;
 - (g) that no Event of Default has occurred or is continuing;
 - (h) that there has been no change in your financial condition which would materially affect in an adverse way your ability to perform the obligations under these Terms;
 - (i) that all the information given by you to us in relation to the Account do not contain any untrue or misleading statement or omit to state any fact;
 - (j) that you are not aware of and have not intentionally withheld any information or fact which may result in or give rise to the opening of the Account, causing us to breach any Applicable Law;
 - (k) that you are not involved in any illegal activities and all moneys provided to us are not derived in any way from illegal activities;
 - (l) that you are not:
 - (i) a national or resident of any country which is subjected to Sanctions; or
 - (ii) a person listed on any sanctioned persons list published by any government, governmental institutions or agencies, regulator or authority or prepared by the Group; and
 - (m) except with our express written consent, no person has or will have any security or other encumbrances over the Account.
- 18.2 The above representations and warranties shall be deemed repeated whenever you give any instructions in connection with the Account.

19 Financial Crime Representations And Warranties

- 19.1 We shall be entitled to take all actions we consider appropriate 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").
- 19.2 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) exercise all our rights stated in Clause 8.3;
 - (b) close all accounts and terminate all services you have with us; and
 - (c) make reports and take such other actions as we may deem appropriate.
- 19.3 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.

20. Disclosure Of Information

- 20.1 You consent, authorise and agree that we (including our officers, employees, agents or any other persons to whom we grant access to our records, correspondence or any material relating to you or the Account) can disclose at any time any information relating to you, your accounts with us or the Account to the following:
- (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 or any other criminal activities;
- (vii) debt collection;
- (viii) outsourcing operations;
- (ix) performance of duties as our officer or in connection with the conduct of audit or the performance of risk management;
- (x) facilitating the performance of our or any member 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 person, whether in Malaysia or elsewhere, who provides electronic or other services to us for the purpose of providing, updating, maintaining and upgrading the services including, but not limited to, investigating discrepancies, errors or claims;
- (c) any person, whether in Malaysia or elsewhere, engaged by us in connection with the performance of services or operational functions which have been out-sourced;
- (d) the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- (e) other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- (f) our auditors, solicitors, and professional advisors;
- (g) 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;
- (h) any receiver appointed by us or by any other party;
- (i) any credit bureau of which we are a member, and any other members and/or compliance committee of such credit bureau;
- (j) any rating agency, business alliance partner, insurer or insurance/takaful provider or direct or indirect provider of credit protection;
- (k) 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;
- (l) for transactions effected or processed with or without your authority in or through the ATM of other banks or financial or non-financial institutions or terminals or other card operated machines or devices we approve, to us, financial institution or non-financial institution, trader or other party accepting the use of the automated teller machine card and their respective agents or contractors;
- (m) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any member of the Group;
- (n) any person to whom we, or any member of the Group, are permitted or required to disclose to under the laws of any country;
- (o) any person intending to settle any moneys outstanding under the Overdraft Facility;
- (p) any person connected to the enforcement or preservation of any of our rights under these Terms; or
- (q) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over us; or
- (r) any other country, its central bank or investigative authorities for the purpose of compliance with any automatic exchange of financial account information under any multilateral convention on mutual administrative assistance in tax matters.

21. Data Protection

- 21.1 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 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.
- 21.2 You agree and consent that we may transfer the Personal Data (including the Personal Data of any Third Party Data Subject) outside of Malaysia. All Personal Data held by us and the Group will be accorded a reasonable level of protection against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or deletion.
- 21.3 In the event you provide Personal Data relating to any Third Party Data Subject to us, for the purpose of opening or operating the Account with us or otherwise subscribing to our products and services, you:
- (a) undertake that you have informed the said Third Party Data Subject to read the Privacy Notice at our website www.uob.com.my;
 - (b) confirm and warrant that you have obtained their consent to the processing (including disclosure and transfer) of their Personal Data or are otherwise entitled to provide this data to us and for us to use it in accordance with these Terms and/or in instances where we are required to evidence the same;
 - (c) have informed the said Third Party Data Subject:-
 - (i) that we may collect or verify their Personal Data with third party sources;
 - (ii) that we may disclose their Personal Data to classes of third parties described in our Privacy Notice;
 - (d) agree to ensure that the Personal Data of the said Third Party Data Subject is accurate, complete, not misleading, and up-to-date;
 - (e) agree to update us in writing in the event of any material change to the said Personal Data; and
 - (f) agree to our right to terminate these Terms and close the Account should such consent be withdrawn by the said Third Party Data Subject.
- 21.4 Where you instruct us to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including data relating to those involved in the said transaction, such as any Third Party Data Subject) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing us and/or our agents to enter into any cross-border transaction on your behalf, you agree to the above said disclosures on behalf of yourself and others (including any Third Party Data Subject) involved in the said cross-border transaction.
- 21.5 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 Account) with our merchants and strategic partners where your express prior consent has been obtained.
- 21.6 You may choose not to receive or to cease receiving any direct marketing materials from us or the Group by writing in to us at

- 'Personal Financial Services, P.O. Box 13525, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur' (or such other address notified by us from time to time) with your request and we will abide by your latest written instructions to us.
- 21.7 You acknowledge that certain communications such as Statement of Account and our websites contain standard information regarding our other products and services that cannot be removed without affecting the delivery/provision of our services and/or products, the operation of your Account, and/or without imposing additional costs to you.
- 21.8 You and the Third Party Data Subject are entitled to request in writing:
- (a) for any information in relation to the Personal Data that we hold or store;
 - (b) for any information held or stored by us to be updated, amended and/or corrected;
 - (c) for us to limit the processing of your Personal Data held or stored by us; and
 - (d) to make an enquiry or complaint in respect of our processing of your Personal Data.
- For requests under (a) or (b), you and/or the Third Party Data Subject may make a request to us 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 and/or the Third Party Data Subject 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. We may also refuse to comply with your request in respect of (a) or (b) above if the information supplied by you and/or the Third Party Data Subject is insufficient (as determined by us) or where such request may breach or violate any law or regulation or any other reason which we deem not to be in our interest to do so. If we refuse to comply with such request, we will inform you and the Third Party Data Subject of our refusal and reason for our refusal.
- 21.9 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.
- 21.10 Please note that should we no longer have the right to process the Personal Data provided to us by you (including where you and/or the Third Party Data Subject subsequently withdraw the consent to process the Personal Data), we may not be able to effectively process Personal Data in relation to any of the purposes set out in the Privacy Notice, if at all, and we will have the right to not provide or discontinue the provision of any product, service, Account and/or facilities that is linked to such Personal Data.
- 21.11 We reserve the right to amend this clause 21 from time to time as we deem necessary and shall provide prior notification to you in writing and place any such amendments on our websites or by placing notices at the banking halls or at prominent locations within our branches or by such other means of communication deemed suitable by us.
- 21.12 This clause 21 shall be without prejudice to any other clause in these Terms which provides for the disclosure of data.

22. Compliance With Court Orders

- 22.1 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.

23. Compliance With FATCA

- 23.1 You shall provide all required documentation or information, including but not limited to date of birth, countries of citizenship, countries of permanent residence, countries of tax residency and associated taxpayer identification numbers, that may be required to enable us or any member of the Group to comply with all requirements of FATCA or other agreement by or between governments. You shall notify us in writing within thirty (30) days of any change that affects your tax status in relation to FATCA under any laws, regulations or other agreement by or between governments.
- 23.2 You represent and warrant that you have provided to us all documentation or other information as may be required by us for compliance with FATCA and in connection with change in tax status and shall provide all required documentation or other information within seven (7) days of a request from us in writing or otherwise.
- 23.3 You further acknowledge that any failure on your part to provide accurate and timely information pursuant to requirements and requests by us may result in us having to deem you recalcitrant and/or reportable and take all necessary action against you in order for us to be compliant with requirements under FATCA, local legislation in connection with FATCA and any other provision arising out of an agreement between governments pertaining to FATCA.
- 23.4 You consent to the collection, storage, and disclosure by us or any member of the Group of any Personal Data to persons from whom we or any member of the Group receive or make payments on behalf of you and to governmental authorities as required by law or other agreement by or between governments. Your consent shall be effective notwithstanding any applicable nondisclosure agreement. You represent that you have secured from any third party whose information is provided to us any consents and waivers necessary to permit us or any member of the Group to carry out the actions described in this Clause 23, and that you will secure such consents and waivers in advance of providing similar information to us in the future.
- 23.5 You agree and acknowledge that we are entitled to take all necessary action to be and remain compliant with FATCA as is required by law or other agreement by or between governments. If some of your income is reportable and some is not, we will report all income unless we can reasonably determine the reportable amount. You hereby authorise us or any member of the Group, where appropriate, to withhold or otherwise collect from any payment any required tax or other government assessment, including but not limited to any requirement to withhold or deduct an amount under the Code and the regulations and other guidance issued under the Code, each as amended from time to time or any other agreement by or between authorities.
- 23.6 We or any member of the Group, may take whatever action we consider appropriate to meet any obligations, either in Malaysia or elsewhere in the world, relating to the prevention of tax evasion. This may include, but is not limited to, investigating and intercepting payments into and out of your account(s) (particularly in the case of international transfer of funds), investigating the source of or intended recipient of funds, sharing information and documents with domestic and international tax authorities and withholding income from your account(s) and transferring it to such tax authorities. If we are not satisfied that a payment in or out of your Account is lawful, we may refuse to deal with it.
- 23.7 To the fullest extent as may be permitted by law and unless it is due to our wilful misconduct or gross negligence, we will not be liable to you for any losses, costs, expenses, damages, liabilities you may suffer as a result of our complying with legislation, regulations, orders or agreements with tax authorities or by and between tax authorities or if we make an incorrect determination as to whether or not you should be treated as being subject to tax or tax reporting obligations.
- 23.8 This Clause 23 will override any inconsistent term or consent provided by you under any agreement with us to the extent that such agreement provides fewer or lesser rights for us, whether before or after the date of these Terms. This Clause 23 shall be without prejudice to any other clause in these Terms which provides for the request for information or disclosure of data.
- 23.9

24. Searches

- 24.1 We may but is not obliged to conduct bankruptcy searches or credit related searches from any credit reference agencies, database or system on any person before and at any time after the opening of the Account.
- 24.2 You consent to us carrying out such searches on you to the extent permitted by the law.

25. Our Agents

- 25.1 We may use the services of any bank or agent in any location we deem advisable in connection with any collection for or other banking transaction of you. Such bank or agent is deemed to be agent and we shall not, in any circumstances, be responsible or be liable to you by reason of any act or omission of any such bank or agent, or by reason of the loss, theft, destruction or delayed delivery of any instrument while in transit or in the possession of any such bank or agent. All charges incurred by us, including but not limited to costs, expenses, disbursements, taxes, duties or levies, will be debited from your Account.

26. Sanctions And Anti-Money Laundering

- 26.1 You must provide and disclose to us within such time prescribed by us, any information statements and explanations relating to the Account 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.
- 26.2 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 transactions or disbursements.
- 26.3 You declare and undertake to us that the processing of any transactions 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 transactions due to inadequate information and documentation provided by you.

27. Retention Of Your Records

- 27.1 You agree that we are not obligated to maintain any records of the Account, including but not limited to the account opening forms, Statement of Account, cheque images, deposit and withdrawal slips, correspondences or documents in relation to the Account, 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.

28. Taxes, Duties Or Levies

- 28.1 You are liable to pay for any taxes or levies which as at the date of the opening of the Account or at any date subsequent to the date of the opening of the Account, is required by law or 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 incurred by us or services provided in relation to the Account.
- 28.2 Any taxes or levies incurred by us in relation to the Account and any other goods or services provided under the Account 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.

29. Right To Debit

- 29.1 Without affecting any other rights that we may have under these Terms or by law, we may, at any time, debit your Account or any other account (including the balance on any overdraft account) which you may have with us whether alone or with any other person with any moneys whatsoever which are payable by you to us, including but not limited to costs, expenses, disbursements, taxes, duties or levies.
- 29.2 If we do debit your account, the debiting is not to be taken as a waiver of any Event of Default.
- 29.3 If any debiting of any of your accounts causes that account to be overdrawn, interest at the prevailing rate as we may impose and determine from time to time shall be payable to us accordingly.

30. Costs And Expenses

- 30.1 All costs and expenses including legal costs, charges and expenses incurred by us in connection with the Account, the enforcement or attempted preservation or enforcement of our rights under these Terms and any imposition of taxes under taxation laws or regulations of any country having jurisdiction over us, will be payable by you on demand on a full indemnity basis, together with interest from the date of demand to the date of full payment at such rates as determined by us.
- 30.2 We shall have the right to debit the Account with all costs, expenses and legal fees incurred or payable by you to us pertaining to the Account.
- 30.3 We have the right to apply any payment we receive from you to satisfy all costs, charges and expenses in such proportion and such order of priority as we think fit, and we have the right to place and keep any payment we receive from you to the credit of a suspense account for as long as we choose, without being obliged in the meantime to apply all or part of the same in or towards discharging any money or liabilities due or incurred by you under the Account.

31. Avoidance Of Payments

- 31.1 Any assurance, security or payment which may be invalidated or set aside under any law relating to insolvency and any release, settlement or discharge given or made by us on the faith of any such assurance, security or payment shall not prejudice nor affect our rights to recover from you the monies hereby secured to the full extent under these Terms as if such assurance, security or payment had not been received and as if such release, settlement or discharge had not been given. Any such release, settlement or discharge shall be deemed to be made subject to the condition that it will be void if any payment or security which we may previously have received or hereafter receive from any person in respect of the monies you have agreed to pay or to repay is set aside under any Applicable Law or proves to have been for any reason invalid.

32. Accounts In Trust

- 32.1 If the Account opened in your name is “in trust” or “as nominee” (or having similar meaning), you agree and represent to us that:-
- (a) you are authorised to open and deal with the Account and transact with us;
 - (b) you will operate and deal with the Account solely for the benefit of the beneficiary to the Account and according to the terms of the trust or nominee arrangement and any Applicable Law;
 - (c) we do not have to enquire into your operation of and dealings with the Account or whether it is according to the terms of the trust or nominee arrangement and any Applicable Law; and
 - (d) you will indemnify us against any Loss in respect of the operation of and dealing with the Account.

33. Right Of Set-Off And Consolidation

- 33.1 In addition to any general right of set-off under law or any other agreement, you agree that we may, at any time combine, consolidate or merge all or any of your accounts (whether the Account, current, deposit, loan or otherwise) with us, whether singly or jointly with any other persons. You authorise us, after giving you seven (7) Days' notice, to set-off or transfer any sums standing to the credit of any such accounts, including the Account (whether matured or not) (“the Credit Balance”) in or towards the satisfaction of your liabilities to us under these Terms or under any other agreements and/or in any other respect, whether such liabilities are present or future, actual or contingent, primary or collateral, and several or joint (“the Liabilities”).
- 33.2 Upon the issuance of the notice mentioned in Clause 32.1 of these Terms, you agree that we have the right to earmark or to place a hold on the Credit Balance, prior to the setting-off and you shall not be entitled to withdraw any of the Credit Balance, without our prior written consent.
- 33.3 Where such combination, set off, consolidation or transfer requires the conversion of one currency into another, such conversion shall be calculated at our then prevailing spot rate of exchange as determined by us.
- 33.4 If there is a shortfall between the amount due and the amount realised, you must immediately upon demand pay to us the amount of such difference, and until our receipt of full payment, you will also pay interest on such balance at such rate we may specify from time to time both after as well as before any judgment, and irrespective of whether or not the banker-customer relationship between us and you have ceased or been terminated.
- 33.5 Neither the Credit Balance nor any of your rights, title or interest in them can be assigned, transferred or encumbered (except in our favour, or with our written consent). You undertake not to, or to purport to, sell, assign, transfer, mortgage, charge or otherwise deal with or encumber the Credit Balance or any of your rights, title or interest in them, and any such sale, assignment, transfer, mortgage, charge or other dealing will be void.
- 33.6 For so long as you owe moneys or obligations (of whatsoever nature and howsoever arising) to us, you may only withdraw the credit balances in the Account or any account you have with us, with our consent. We may at any time withhold any of your Credit Balances pending full settlement of all moneys or obligations due to us.
- No Set-Off or Counterclaim by Accountholder**
- 33.7 Until all monies owing are paid or discharged in full, you shall not be entitled, by paying off any sum recoverable by us or by any means or on any other ground, claim any set-off or counterclaim against us in respect of any of our liability to you. You agree that nothing in the arrangements between us shall be treated as constituting an implied agreement restricting or negating any lien, charge pledge, right or set-off or other right which we have existing or implied by law.

34. Circumstances Beyond Our Control

- 34.1 If we are unable:
- (a) to perform any of our obligations under these Terms;
 - (b) to carry out any operations; or
 - (c) to provide any service to you (including but not limited to any diminution in the value of the funds in the Account or inability to pay you any funds in the Account);
- due to any reason beyond our control including, but not limited to:
- (i) any fire, earthquake, flood, lightning, tsunami, epidemic, natural disaster, accident, riot, civil disturbance, industrial dispute, act of terrorism, embargo, war or Act of God;
 - (ii) any failure of or interruption to telecommunications, internet, electricity, water or fuel supply; or
 - (iii) any circumstances in the nature of a force majeure, that is, an unforeseeable event that prevents us from performing any of our obligations under these Terms and;
 - (iv) the relevant currency country of origin restricts availability, credit or transfer the funds in the Account;
- we will not be in any way liable for any failure to perform or for any inconvenience, loss, injury or damage which you may directly or indirectly suffer as a result of such failure to perform.

35. Indemnity

- 35.1 In addition to and without prejudice to any other of our right or remedy (at law or otherwise), to the fullest extent permitted by law and unless it is due to our wilful misconduct or gross negligence, you will on demand indemnify us and hold us harmless from and against all losses, costs, charges and expenses whatsoever, including legal costs on a full indemnity basis and all goods and services, value added and other duties, levies and taxes payable on such costs, charges and expenses, which we may sustain, suffer or incur due to:
- (a) any failure by you to comply with any of these Terms or such other applicable terms and conditions
 - (b) us acting in accordance with your instructions or in any manner permitted under these Terms;
 - (c) any change in any Applicable Laws including but not limited to any taxation laws or regulations of any country having jurisdiction over us;
 - (d) any act or thing done or caused to be done by us in connection with or referable to the Account or these Terms;
 - (e) us relying and acting upon any order from you in good faith even if it is subsequently shown that the order was not given, written or authorised by you;
 - (f) performance of our functions as banker for you including but not limited to as collecting a cheque, bill, note, draft, dividend warrant or other instrument presented for collection;
 - (g) preservation or enforcement of our rights under these Terms;
 - (h) any action taken by any party against you or any Account for any reason whatsoever including but not limited to any unlawful, fraudulent, negligent or unauthorised use of the Account;
 - (i) any involvement by us in any proceedings of whatever nature for the protection of or in connection with the Account; and/or
 - (j) the occurrence of an Event of Default.

35.2 Our certification of the amount of the said loss or expenses will be conclusive and binding upon you unless there is any obvious mistake.

36. No Waiver

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

36.2 You agree that, even if we may not have exercised any right or remedy available to us immediately upon your breach, we shall not be held to have waived or acquiesced to such breach and we may at any time after that exercise all or any of our rights or remedies available to us under these Terms and any Applicable Law. Any delay on our part in taking steps to enforce the remedies available to us under these Terms or any Applicable Law shall not in any way affect our right to take those steps and we retain the right at any time afterwards to strictly enforce or to insist on our rights in relation to that breach or any subsequent breach by you.

37. Severability

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

38. Cumulative Remedies

38.1 The rights, remedies, powers, and privileges provided under these Terms are cumulative and are not exclusive of any rights, remedies, and privileges provided by law, in any other agreement between the parties or otherwise.

39. Preservation Of Rights And Entitlement

39.1 You agree that, regardless of what is stated anywhere else in these Terms, our rights as stated in these Terms will continue to remain in full force and effect and shall survive any closure, cancellation, revocation or suspension of the Account.

40. Assignment

40.1 You may not assign any of your rights under these Terms and under the Account without our express written consent.

40.2 We may assign any or all of our rights under these Terms and under the Account to any person we deems fit.

41. Governing Law

41.1 These Terms will be governed by and construed in accordance with laws of Malaysia and you irrevocably:

- (a) submit to the non-exclusive jurisdiction of the courts in Malaysia;
- (b) waive any objection on the suitability of venue, jurisdiction, or any similar ground; and
- (c) consent to service of Legal Process in the manner permitted by these Terms and/or any Applicable Law.

42. Successors Bound

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

43. Service Of Legal Process

43.1 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 for opening of the Account 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 for the opening of the Account 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.

44. Amendments

44.1 We can at any time vary, add to, delete or amend these Terms by giving you twenty one (21) Days' prior notice, either through your Statement or Account or by posting on our official website at www.uob.com.my or at our branches, or in any manner that we choose.

44.2 If you do not accept the amendments, you must close the Account 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.

44.3 We can at any time amend, modify revise, restrict, increase, suspend, cancel or withdraw all or any facilities, services, benefits and privileges of the Account by providing prior notice to you.

PART H. TERMS FOR SPECIFIC ACCOUNTS AND SERVICES

45. Interest

45.1 Interest is paid at the Bank's prevailing interest rate based on the Account type. On closure of the Account interest up to the day preceding the closing date shall be paid to you.

45.2 We may from time to time vary the interest rate payable, the basis of calculation or the interval at which such interest is payable. Such notice to you shall be given in such manner as may be stipulated in these Terms.

46. Savings Account (Includes UOB Savings Plus, Passbook Savings Account / Basic Savings Account)

46.1 You may choose to have a passbook (if applicable) or receive Statement of Account. If you prefer a passbook, you must update the passbook from time to time.

46.2 Except for Basic Savings Account, we shall pay interest on credit balances in the Savings Account where we have expressly agreed to do so provided the daily balance does not fall below such minimum balance as we may require you to maintain in the Savings Account to qualify for payment of interest.

46.3 For Basic Savings Account, we shall pay interest on all credit balances irrespective of the credit balance amount.

47. InvestPro Account

- 47.1 Only persons aged twelve (12) years old and above on the application date are allowed to open an InvestPro Account.
- 47.2 Where the person is below 18 years old, the InvestPro Account must be opened with the parent(s) or legal guardian(s) jointly. The InvestPro Account shall be operated by either the minor or the parent or the legal guardian (as the case may be) singly or both jointly.
- 47.3 Interest will be paid on any credit balances in the InvestPro Account and will accrue on daily basis.

48. FunSavers Account

- 48.1 The FunSavers Account must be opened by the parent(s) or legal guardian(s) jointly with the minor.
- 48.2 Where the minor is under the age of 12 years old, the FunSavers Account is also a trust account. It is held in trust by the parent(s) or legal guardian(s) for the benefit of the minor. The FunSavers Account will be operated by the parent or legal guardian (as the case may be) singly until the minor reaches 12 years old or is issued with a National Registration Identity Card, thereafter the FunSaver Account shall be operated by either the minor or the parent or the legal guardian (as the case may be) singly or both, jointly and the FunSavers Account ceases to be a trust account.
- 48.3 A savings passbook will be issued for each FunSavers Account. The FunSavers passbook must be produced for any deposit or withdrawal transactions made over the counter.
FunSavers Account Conversion to Passbook Savings Account
- 48.4 The FunSavers Account will be converted to a Passbook Savings Account in the year the minor turns 18 years old.
- 48.5 We are entitled not to accept deposits by cheques which are made payable to the minor.
- 48.6 Interest will be paid on any credit balances in the FunSavers Account. The interest will accrue on a daily basis and credited to the FunSavers Account twice a year at the end of June and December.

49 ONE Account

Eligibility

- 49.1 Only persons aged eighteen (18) years and above on the application date is allowed to open a ONE Account.
- 49.2 Each person can only maintain one (1) ONE Account at any time. If we become aware that you are maintaining more than one (1) ONE Account, whether singly or jointly, we reserve the right to close and terminate any additional ONE Account.
- 49.3 The ONE Account is an account denominated in Ringgit Malaysia. No physical statements of the ONE Account will be issued or sent by post. Only eStatement of the ONE Account will be issued and can be retrieved through PIB.
- 49.4 You must link your Debit Card to the ONE Account as the primary account for EFTPOS transactions to qualify as an Eligible Card. Once the ONE Account is designated and linked as the primary account, the previous designated primary account, if any, will automatically cease to be a primary account and de-linked from the Debit Card for EFTPOS transactions.

Benefit

- 49.5 You may enjoy reimbursement for cash withdrawal fee(s) made in MEPS shared ATM network in Malaysia (ATM owned by participating MEPS member bank) provided that you maintain a minimum monthly average balance of RM10,000.00 in the ONE Account. The reimbursement for MEPS cash withdrawal fee(s) will be credited monthly into your ONE Account within sixty (60) days from the end of each calendar month.

Withdrawal

- 49.6 Your use of the Linked Credit Card for cash withdrawal services is subject to the maximum daily or monthly limit (fixed by us at any time). We can require you at any time to prescribe a limit on your daily or monthly transactions in Ringgit Malaysia and you cannot use the Linked Credit Card for cash withdrawal exceeding such Limit from your ONE Account.

Interest Payable by Us to You

- 49.7 Base Interest will be payable on the Day-End Balance at our prevailing interest rate or such other rate as determined by us from time to time ("Base Interest Rate"). Base Interest will be computed daily and credited into the ONE Account at the end of each calendar month.
- 49.8 The nominal Base Interest for ONE Account as stated below:

Balance in ONE Account	Nominal Rate* (% per annum)
First RM100,000	0.10
Above RM100,000	2.65%

*The rates displayed above are for illustration purposes only. For the latest Base Interest, please refer to our official website at www.uob.com.my

- 49.9 Base Interest is computed progressively (applied only the amount in the corresponding tier and not the entire balance) as described below:

$$\frac{\text{Daily End Day Balance} \times \text{Base Interest Tier} \times \text{Actual Number of Days for the Calculating Months}}{\text{Actual Number of Days for the Year}}$$

- 49.10 Upon closure of the ONE Account, Base Interest up to the day preceding the closing date of the ONE Account will be payable to you.

Bonus Interest

49.11 In addition to the Base Interest, if you fulfil the requirements for Criteria 1 or Criteria 2 set out in the table below in a calendar month, Bonus Interest Rate at the prescribed bonus interest rate for such tier will be payable on the Average Day-End Balance up to RM100,000 for that calendar month. For the avoidance of doubt, if the requirements for both tiers are satisfied, you will only be entitled to the prescribed Bonus Interest Rate for Criteria 2.

Fulfilled Bonus Interest Criteria Monthly		
Criteria	Balance in ONE Account (RM)	Nominal Rate* (% per annum)
Criteria 1		
(a) Meet the minimum cumulative Retail Spend of RM500.00 (or any such sum as may be prescribed by us) ("Minimum Cumulative Retail Spend") using the Eligible Card.	First RM50,000	1.80%
	Next RM50,000	2.80%
	Above RM100,000	2.65%
Criteria 2		
(a) Meets the Minimum Cumulative Retail Spend using the Eligible Card; AND	First RM50,000	2.80%
	Next RM50,000	3.80%
(b) Successfully deposit a minimum of RM2,000 in a single transaction (or any such sum as may be prescribed by us) into the ONE Account via Interbank GIRO/Instant Transfer/DuitNow (Pay-to-Account-Number) monthly; OR	Above RM100,000	2.65%
(c) Successfully performs a minimum of three (3) bill payments (with each bill amount of RM50 or any such sum as may be prescribed by us) using the ONE Account through UOB Personal Internet Banking monthly.		

*The rates displayed above are for illustration purposes only. For the latest Bonus Interest rate, please refer to our official website at www.uob.com.my

49.12 In the event that the Retail Spend in a currency other than Ringgit Malaysia (RM), such spend shall, for the purpose of calculation of the Minimum Cumulative Retail Spend, be after conversion to RM at a rate to be determined by us and shall be based on our transaction records only.

49.13 In order to qualify as Retail Spend for a particular month, such spend must be captured and posted by the card system maintained by us during that month. We shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by Visa International Incorporated, MasterCard Worldwide, merchant establishments, postal or telecommunication authorities or any other party which may result in you failing to be entitled to the Bonus Interest for any particular calendar month.

49.14 Bonus Interest is calculated at the end of each calendar month and subject to Clauses 49.15 and 49.16 below, is credited into the ONE Account at the beginning of following month.

49.15 Bonus Interest is computed progressively (applied only the amount in the corresponding tier and not the entire balance) as described below:

$$\frac{\text{Average End Day Balance} \times \text{Bonus Interest Tier} \times \text{Actual Number of Days for the Calculating Months}}{\text{Actual Number of Days for the Year}}$$

49.16 At the time the Bonus Interest is credited, the Eligible Card must be valid, current, subsisting and in good credit standing as may be determined by us at and not in breach of any of these Terms, the terms and conditions of the UOB Visa/Mastercard Cardmember Agreement and/or the UOB Mastercard Terms and Conditions.

49.17 We reserve the right to forfeit the Bonus Interest for a particular month in the event where:

- there is a reversal of Retail Spend transaction entry for that particular month;
- there is a cancellation / termination of the Eligible Card prior to the Bonus Interest being credited into the ONE Account;
- there is a non-compliance or breach of these Terms, the terms and conditions of the UOB Visa/MasterCard Cardmember Agreement and/or the UOB MasterCard Terms and Conditions; and/or
- the ONE Account is cancelled, closed or suspended prior to the Bonus Interest being credited into the ONE Account, with prior notice without assigning any reason.

49.18 If the Bonus Interest for a particular month has been credited into the ONE Account, but due to the reversal of Retail Spend transaction entry for that month, you fail to meet the requirement(s) to be eligible for Bonus Interest for that month, we reserve the right to debit from the ONE Account the amount paid out as Bonus Interest for that month.

49.19 If you close your ONE Account before the crediting of any Bonus Interest earned, such Bonus Interest earned shall be forfeited.

49.20 We reserve the right to determine and vary the minimum required sum or number of transactions from time to time.

49.21 The Bonus Interest is not valid with any other privileges or promotions relating to Accounts unless otherwise stated.

Effective Interest Rate

49.22 Effective Interest Rate is the gross total interest earned from Base Interest and Bonus Interest over the Monthly Average Balance.

49.23 Below are some illustrations on the interest computation for Base Interest and Bonus Interest:

a) Scenario A - Customer A meet card spend of RM500 only

Date	Transaction Details	Interest Computation
1 September	Customer A has RM50,000 in his ONE Account	Monthly Average Balance for September = [14 days x RM50,000 + 16 days x RM56,000] ÷ 30 days = RM53,200
15 September	Customer A deposits RM6,000 into his ONE Account	Base Interest rate = [14 days x RM50,000 + 16 days x RM56,000] x 0.10% ÷ 365 days x 30 days = RM4.37 Bonus Interest rate = [RM50,000 x 1.70% + RM3,200 x 2.70%] ÷ 365 days x 30 days = RM76.96 Total Interest = RM4.37 + RM76.96 = RM81.33

b) Scenario B - Customer B meet card spend of RM500 and perform Interbank GIRO of RM2,000.

Date	Transaction Details	Interest Computation
1 September	Customer B has RM50,000 in his ONE Account	Monthly Average Balance for September = [14 days x RM50,000 + 16 days x RM52,000] ÷ 30 days = RM51,067 Base Interest rate = [14 days x RM50,000 + 16 days x RM52,000] x 0.10% ÷ 365 days x 30 days = RM4.20
15 September	Customer B deposits RM2,000 into his ONE Account	Bonus Interest rate = [RM50,000 x 2.70% + RM1,067 x 3.70%] ÷ 365 days x 30 days = RM114.19 Total Interest = RM4.20 + RM114.19 = RM118.39

Definition

49.24 For the purpose of ONE Account, the words below shall have the following meaning:-

'Average Day-End Balance' means the total Day-End Balance for each day in a calendar month divided by the number of days in that calendar month.

'Base Interest' means the interest payable on the Day-End Balance in the ONE Account.

'Bonus Interest' means the interest payable on the Average Day-End Balance in the ONE Account up to RM100,000 for a particular month you fulfil the requirements more specifically set out in Clause 49.11 below during that month.

'Day-End Balance' means the credit balance in the ONE Account at the end of each day.

'Eligible Card' means the following:

- any Credit Card issued by us to the primary Accountholder for the ONE Account except for [UOB Visa Infinite Card];
- the Debit Card, if the ONE Account is designated as the primary account for the Debit Card; and
- any supplementary Credit Card for the Credit Card(s) set out in item (a) above issued by us to the joint Accountholder of Account.

'Linked Credit Card' means the Credit Card designated by you and linked to the ONE Account for the purpose of carrying out withdrawals from the ONE Account at any of our ATMs.

'Retail Spend'

means local and international retail and online purchases and recurring payments using the Eligible Card but excludes:

- quasi-cash transactions i.e. transactions involving payout or award in cash such as betting and/or gaming transactions;
- monthly installments under 0% installment payment facility provided by us;
- annual fees or service charges, cash payments, card replacement fee, disputed charges, fraud charges or any other fees, or penalties whether imposed by us or otherwise;
- cash advance;
- cash withdrawals;
- balance transfer;
- retail transactions which have been cancelled, reversed, refunded or void; ;
- any debit card spend that is not tagged to the ONE Account as the primary account; and
- any other spend as we may determine.

50. Stash Account

50.1 Stash Account is a savings account denominated in Ringgit Malaysia.

50.2 No physical statements of the Stash Account will be issued or sent by post. Only eStatement of the Stash Account will be issued and can be retrieved through UOB Personal Internet Banking.

50.3 The Stash Account can be opened singly or jointly.

Base Interest

50.4 A prevailing base interest ("Base Interest") is payable on the Stash Account. Base Interest is calculated at the end of each day, based on each day-end balance in the Stash Account and is accrued daily and credited at the end of each calendar month. Base Interest is computed progressively (applied only to the amount in the corresponding tier and not the entire balance) as described below:

$$\frac{\text{Daily End Day Balance} \times \text{Base Interest Tier} \times \text{Actual Number of Days for the Calculating Months}}{\text{Actual Number of Days for the Year}}$$

Bonus Interest

50.5 In addition to the Base Interest, a bonus interest ("Bonus Interest") is payable on the Stash Account if you meet the requirements for the Bonus Interest, as may be determined by us. If these requirements are not met for any calendar month, you will not receive any Bonus Interest for that calendar month.

50.6 Bonus Interest is computed progressively (applied only to the amount in the corresponding tier and not the entire balance) as described below:

$$\frac{\text{Monthly Average Balance} \times \text{Bonus Interest Tier} \times \text{Actual Number of Days for the Calculating Months}}{\text{Actual Number of Days for the Year}}$$

50.7 A Stash Account will be eligible for Bonus Interest for the calendar month if:

- the required minimum Monthly Average Balance is achieved in that calendar month; and
- the Monthly Average Balance for that calendar month is equal to or more than the Monthly Average Balance for the preceding calendar month.

In relation to the Stash Account:

"Monthly Average Balance" means the summation of each end-day balance recorded in the Stash Account for each calendar month divided by the number of calendar days for that month.

50.8 Bonus Interest is calculated at the end of the calendar month, based on the Monthly Average Balance for that calendar month, and credited at the beginning of the following calendar month.

Effective Interest Rate

50.9 Effective Interest Rate is the gross total interest earned from Base Interest and Bonus Interest over the Monthly Average Balance ("MAB").

50.10 An illustration on the interest computation for Base Interest and Bonus Interest is as follows:

Scenario: Customer maintains RM250,000 balance in Stash Account at all times for the month of January and the MAB is equal to previous month's MAB.

Base Rate

Account Balance	Base Rate (p.a.)	31-day Base Interest
RM200,000	0.75%	$RM200,000 \times 0.75\% \times 31 \div 365 = RM127.40$
RM50,000	2.75%	$RM50,000 \times 2.75\% \times 31 \div 365 = RM116.78$
Total Balance: RM250,000		Total Base Interest (31 days) = RM244.18

Bonus Interest

MAB Tier	Rate (p.a.)	31-day Bonus Interest
First RM25,000	0.25%	$RM25,000 \times 0.25\% \times 31 \div 365 = RM5.31$
Next RM25,000	1.25%	$RM25,000 \times 1.25\% \times 31 \div 365 = RM26.54$
Next RM50,000	2.75%	$RM50,000 \times 2.75\% \times 31 \div 365 = RM116.78$
Next RM100,000	3.25%	$RM100,000 \times 3.25\% \times 31 \div 365 = RM276.03$
Above RM100,000	0.00%	$RM50,000 \times 0.00\% \times 31 \div 365 = RM0.00$
Total MAB: RM250,000		Total Bonus Interest = RM424.66

50.11 We may from time to time impose limits on the amount of the Monthly Average Balance which will earn Bonus Interest ("Applicable Limits").

50.12 The prevailing Base Interest rate, Bonus Interest rate, required minimum Monthly Average Balance, and Applicable Limits can be found at www.uob.com.my.

50.13 We may from time to time determine and vary the Base Interest rate; Bonus Interest rate; required minimum Monthly Average Balance; Applicable Limits; and the requirements for the Bonus Interest.

50.14 To receive any interest, the Stash Account must be valid, subsisting and in good standing at all times as determined by us.

50.15 If you close your Stash Account before the crediting of any Bonus Interest earned, such Bonus Interest earned shall be forfeited.

50.16 If we subsequently discover that you are in fact not eligible for the Bonus Interest or there is any error or mistake in the calculation or crediting of the Bonus Interest, we may refuse to credit the Bonus Interest or amend, correct or adjust the calculation of the Bonus Interest, or debit the value of the Bonus Interest, if already awarded, from any of your Accounts. Where the monies standing to the credit of your Accounts are not sufficient to reimburse the Bank for the value of the Bonus Interest awarded, you shall immediately reimburse us for the value of the Bonus Interest awarded.

50.17 The Bonus Interest is not valid with any other privileges or promotions relating to Stash Account unless otherwise stated.

51. Current Account

51.1 A charge will be imposed on you if the average balance in the Current Account is less than the minimum amount required by us to maintain the Current Account. Such charges will be deducted from the Current Account.

52. Privilege Account

- 52.1 Only persons aged twenty one (21) years and above on the application date is allowed to open a Privilege Account.
- 52.2 The Privilege Account may be opened singly or jointly by Privilege Banking customers. The Privilege Account cannot be designated as a trust account.
- 52.3 An account consolidation fee will be charged for maintaining the Privilege Account and will be payable by debiting from the Account at the end of each month.

Interest for Privilege Account

- 52.4 Interest will be payable on the credit balance exceeding the minimum deposit amount in the Privilege Account at the end of each Day, at a rate determined based on the Assets Under Management or at such other rate as determined by us from time to time and in Ringgit Malaysia. The interest will be credited to the Privilege Account at the end of each month. For the avoidance of doubt, no interest is payable if the credit balance in the Privilege Account does not meet the minimum deposit amount.

Assets Under Management ("AUM")

- 52.5 All computations of the AUM in respect of the Privilege Account will be carried out and expressed in Ringgit Malaysia. If any balance or value to be used in any such computations is in a currency other than Ringgit Malaysia, we will notionally convert, for the purposes of such computations only, such balance or value from that other currency into Ringgit Malaysia at such exchange rates as determined by us.
- 52.6 All determinations of the Assets Under Management by us will be carried out in such manner and taking into account such information as we determine. All such determinations in respect of any Privilege Account will, in the absence of manifest error, be final, conclusive and binding on you. We reserve the right to correct any error in any such determination as we deem fit.

Eligible Accounts

- 52.7 Subject to any additional eligibility criteria which we may prescribe from time to time, an Eligible Account must fulfil the following criteria:-
- (a) the Eligible Accounts with common Accountholders are linked to the Privilege Account;
 - (b) your option to link and de-link the Eligible Accounts from the Privilege Account;
 - (c) the account cannot be a trust account;
 - (d) the account cannot already be linked to any Wealth Premium Account or any other Privilege Account; and
 - (e) accounts without common Accountholders cannot be linked to a Privilege Account.
- 52.8 An account will immediately cease to be an Eligible Account if:-
- a) the Eligible Account or the Privilege Account is closed;
 - b) the Eligible Account ceases for any reason to comply with any of the criteria stated above; or
 - c) you de-link the account from the Privilege Account.
- 52.9 Notwithstanding any of the provisions in these Terms, we may from time to time determine:-
- a) the types of account which may be specified as being an Eligible Account; or
 - b) that an account is no longer an Eligible Account by providing you with prior notification; without assigning any reason.

Consolidated Statement of Account

- 52.10 Statements of the Privilege Account will be sent to you on a monthly or other periodic basis and will contain information relating to the Privilege Account and such information we deem fit relating to the Eligible Accounts that are linked to it.

Closure of Privilege Account

- 52.11 If you close the Privilege Account within three (3) months of its opening, a charge will be levied on the Privilege Account.
- 52.12 If you close the Privilege Account at any other time, we will be entitled to receive a proportionate amount of the month account consolidated fees calculated on a daily basis up to and including the date of closure of the Privilege Account.

Definition

- 52.13 For the purpose of Privilege Account, the words below shall have the following meaning:-
- (a) "Asset Under Management" or "AUM" means the aggregated daily average credit balance of the Privilege Account and all Eligible Accounts that are linked to it less any Sums Advanced. We will determine the AUM in the manner and based on the information we deem suitable;
 - (b) "Eligible Account" means the accounts maintained with us which fall within any category of accounts which we may from time to time specify as being eligible to be taken into account in computing the AUM.

53. Wealth Premium Account

- 53.1 Only persons aged twenty one (21) years and above on the application date is allowed to open a Wealth Premium Account.
- 53.2 The Wealth Premium Account may be opened singly or jointly by Wealth Banking customers. The Wealth Premium Account cannot be designated as a trust account.
- 53.3 An account consolidation fee will be charged for maintaining the Wealth Premium Account and will be payable by debiting from the Account at the end of each month.

Interest for Wealth Premium Account

- 53.4 Interest will be payable on the credit balance exceeding the minimum deposit amount in the Wealth Premium Account at the end of each Day, at a rate determined based on the Assets Under Management or at such other rate as determined by us from time to time and in Ringgit Malaysia. The interest will be credited to the Wealth Premium Account at the end of each month. For the avoidance of doubt, no interest is payable if the credit balance in the Wealth Premium Account does not meet the minimum deposit amount.

Assets Under Management ("AUM")

- 53.5 All computations of the AUM in respect of Wealth Premium Account will be carried out and expressed in Ringgit Malaysia. If any balance or value to be used in any such computations is in a currency other than Ringgit Malaysia, we will notionally convert, for the purposes of such computations only, such balance or value from that other currency into Ringgit Malaysia at such exchange rates as determined by us.
- 53.6 All determinations of the Assets Under Management by us will be carried out in such manner and taking into account such information as we determine. All such determinations in respect of any Wealth Premium Account will, in the absence of manifest error, be final,

conclusive and binding on you. We reserve the right to correct any error in any such determination as we deem fit.

Eligible Accounts

- 53.7 Subject to any additional eligibility criteria which we may prescribe from time to time, an Eligible Account must fulfil the following criteria:-
- (a) the Eligible Accounts with common Accountholders are linked to the Wealth Premium Account;
 - (b) your option to link and de-link the Eligible Accounts from the Wealth Premium Account;
 - (c) the account cannot be a trust account;
 - (d) the account cannot already be linked to any Privilege Account or any other Wealth Premium Account; and
 - (e) accounts without common Accountholders cannot be linked to a Wealth Premium Account.
- 53.8 An account will immediately cease to be an Eligible Account if:-
- a) the Eligible Account or the Wealth Premium Account is closed;
 - b) the Eligible Account ceases for any reason to comply with any of the criteria stated above; or
 - c) you de-link the account from the Wealth Premium Account.
- 53.9 Notwithstanding any of the provisions in these Terms, we may from time to time determine:-
- c) the types of account which may be specified as being an Eligible Account; or
 - d) that an account is no longer an Eligible Account by providing you with prior notification; without assigning any reason.

Consolidated Statement of Account

- 53.10 Statements of the Wealth Premium Account will be sent to you on a monthly or other periodic basis and will contain information relating to the Wealth Premium Account and such information we deem fit relating to the Eligible Accounts that are linked to it.

Closure of Wealth Premium Account

- 53.11 If you close the Wealth Premium Account within three (3) months of its opening, a charge will be levied on the Wealth Premium Account.
- 53.12 If you close the Wealth Premium Account at any other time, we will be entitled to receive a proportionate amount of the month account consolidated fees calculated on a daily basis up to and including the date of closure of the Wealth Premium Account.

Definition

- 53.13 For the purpose of Wealth Premium Account, the words below shall have the following meaning:-
- (a) "Asset Under Management" or "AUM" means the aggregated daily average credit balance of the Wealth Premium Account and all Eligible Accounts that are linked to it. We will determine the AUM in the manner and based on the information we deem suitable;
 - (b) "Eligible Account" means the accounts maintained with us which fall within any category of accounts which we may from time to time specify as being eligible to be taken into account in computing the AUM.

54. i-Account

- 54.1 Only individuals who are of twenty-one (21) years of age and above as at the date of application for the opening of the i-Account are eligible to apply for i-Account.
- 54.2 An administrative charge, shall be levied for maintaining the i-Account.
- 54.3 A charge will be imposed on you if the average balance in the i-Account is less than the minimum amount required by us to maintain the i-Account. Such charges will be deducted from the i-Account
- #### **Interest**
- 54.4 Interest at our prevailing rate will be payable on the amount exceeding RM2,000 (for Malaysian citizen or Malaysian permanent resident) and RM5,000 (for non-Malaysian resident), or any amount as determined by us from time to time based on the last balance of each day in the i-Account. Such interest shall be credited into the i-Account at the end of each month. On the closing of the i-Account, interest up to the preceding date of closing shall be paid into the i-Account.

55. Foreign Currency Call Account / Global Currency Premium Account

Foreign Currency Call Account ("Call Account")

- 55.1 There will be no cheque books issued for Call Account.
- 55.2 Withdrawals from the Call Account must be made in the mode or manner and on such terms and conditions as we may set from time to time. Any particular mode or manner of withdrawal may be changed or terminated by us at any time, with notice to you.
- 55.3 No overdrawn is allowed. If you manage to overdraw on the Call Account, the overdrawn sum must be repaid on demand together with interest at such rate as we may impose.

Global Currency Premium Account ("GCPA")

- 55.4 You may apply for a GCPA if you are a Privilege Banking customer. In which case, where applicable, the terms of the Privilege Account shall also apply to the GCPA. The GCPA cannot be designated as a trust account.
- 55.5 The GCPA may be opened singly or jointly.
- 55.6 The type of foreign currency available in respect of the GCPA will be determined by us.

General Terms

Compliance with Foreign Exchange Administration Rules issued by BNM and/or the Controller of Foreign Exchange

- 55.7 The opening and the operation of the Call Account and/or the GCPA are subject to qualifying conditions and rules set by BNM and/or Controller of Foreign Exchange (collectively, "FX Regulations"), a copy of the FX Regulations may be obtained from BNM's website at www.bnm.gov.my/fxadmin ("Website"). You are under a duty to check the Website from time to time for any updates or changes to the FX Regulations.
- 55.8 By continuing using and operating the Call Account and /or the GCPA, you are deemed to have read, understood and agreed to comply at all times with the FX Regulations.
- 55.9 In addition to the above, we may impose additional conditions pertaining to the opening and operation of the Call Account and/or the GCPA for the purpose of, including but not limited to, complying with any laws, guidelines, rules, regulations, policies and/or

obligations applicable to us (whether in or outside Malaysia) (collectively, "Conditions").

- 55.10 In order to comply with the FX Regulations and/or the Conditions, we have the right to:-
- convert monies in the Call Account and/or the GCPA or any part thereof to another currency at such rate and at such time as we deem fit;
 - reject or reverse deposits or any part thereof to be or has been credited into the Call Account and/or GCPA; and/or
 - take all necessary actions as required under the FX Regulations and/or Conditions,
- at any time. If that happens, we shall credit such monies that we converted, rejected or reversed to any other account that you have with us or to issue a cashier's order under your name or in such other manner as we may decide.

Foreign Currency Risks

- 55.11 You acknowledge and accept that:-
- the foreign currency market is volatile;
 - losses can be incurred as a result of adverse exchange rate movements;
 - interest rate may fluctuate daily and are subject to change.
- 55.12 We have the right to convert one currency into another currency in the manner we may determine and at our prevailing rate of exchange. You must indemnify us for any shortfall and be responsible for any losses and risks arising from such conversion. This will apply to any conversions, including but not limited to:-
- conversion of any monies in the Call Account and/or GCPA or other amounts we may owe you to any other currency for the purposes of carrying out any instruction, crediting of any account, assessing your liability(ies) or enforcing our rights under these Terms (including to effect any set-off or consolidation by us of any accounts);
 - conversion of any account balance or any part thereof (and if we choose, together with the interest accrued on the amount so converted) into any other currency we may choose at the time such balance or part thereof becomes due and payable by us. When we pay you in such currency, it will be in full and complete discharge of our obligations; or
 - conversion of any monies received by us in any currency into the currency of the Call Account and/or GCPA or the currency in which payment is to be made to you or to any other party pursuant to withdrawal of monies in the Call Account and/or GCPA.
- 55.13 We are not liable in any manner, when:-
- the value of deposits in the Call Account and/or GCPA decreases because of taxes, depreciation or fluctuation in exchange rate or any other reasons;
 - we are not able to pay you the deposits in the Call Account and/or GCPA or interest (if any) on the deposits in the Call Account and/or GCPA in the currency you require;
 - the deposits in the Call Account and/or GCPA are unavailable for any reason including:-
 - any change in the FX Regulations, Conditions, laws, rules, regulations or introduction of new FX Regulations, Conditions, laws, rules or regulations or any act of a government, central bank, monetary authority or other entity in any country relating and without limitation to, exchange controls, restrictions on convertibility, freezes, moratoria, expropriations, requisitions, changes in a country's currency for any reasons whatsoever (including countries part of any monetary union), involuntary transfers or detractions of any kind;
 - force majeure, natural disaster, industrial action, acts of war, act of terrorism, civil strife, riots or a state of political or economic chaos in the country issuing the currency; or
 - any other circumstances beyond our control.
 - If any of the events described in Clause 55.12(c) occurs, we may, convert the currency of deposit into any other currency which we may determine and recover from you the costs of converting the deposits and any other cost that we incurred in doing so.
- 55.14 We have no obligation to pay you the deposits in the Call Account and/or GCPA (in the currency of deposits or any other currency) if, in relation to monetary union among any group of countries (such as the European Monetary Union) the formation, disbanding or change in the composition of participating countries, the policies, practices or regulatory environment of a monetary union, results in restrictions in the availability, credit or transfers of the relevant currency or otherwise makes it impossible or impractical for us to perform our obligations in respect of the deposits in the Call Account and/or GCPA in the relevant currency.

56. Fixed Deposit Account / Fd Plus Account / Time-Based Deposit Account

Fixed Deposit Account / FD Plus Account (collectively known as "Fixed Deposit Account")

Deposits

- 56.1 We will decide the minimum amount required for each Fixed Deposit placement into Fixed Deposit Account. Each deposit must be within the minimum and maximum tenure determined by us from time to time, at an interest rate quoted by us for the Fixed Deposit.
- 56.2 A Confirmation Advice will be issued to you for each deposit placed. The Confirmation Advice is merely an acknowledgement of placement of a deposit in the Fixed Deposit Account and not a document of title.
- 56.3 The production of the original Confirmation Advice is not evidence that the Fixed Deposit is still subsisting, and shall not by itself constitute sufficient evidence to rebut any records in our systems indicating that the Fixed Deposit has been uplifted.
- 56.4 We will renew automatically the Fixed Deposit on its maturity date (based on existing instructions on tenure and manner of interest disposal, at the interest rate prevailing at the time of renewal) unless you instruct otherwise. However we are not obliged to do so.

Withdrawals

- 56.5 A Fixed Deposit may be withdrawn before its maturity date ("Premature Withdrawal") subject to our consent. In allowing the early withdrawal, we may impose such terms including forfeiture of any interest payable by us to you under the Fixed Deposit placement.
- 56.6 For any Premature Withdrawal of the Fixed Deposit, there will be no payment of interest accrued on the Fixed Deposit to you. In the event any interest has been credited in your Nominated Account or your Fixed Deposit Account prior to the Premature Withdrawal, such interest shall be deducted from the principal Fixed Deposit amount before the balance is returned to you.
- 56.7 In the event of Premature Withdrawal of any Fixed Deposit in the FD Plus Account:-
- any accrued interest in the FD Plus Account shall be forfeited; and
 - any interest credited in your Nominated Account prior to the Premature Withdrawal shall be deducted from the principal Fixed Deposit amount before the balance is returned to you.
- 56.8 You may partially withdraw an amount equivalent to the multiple of RM1,000 or such other amounts as shall be determined by us from time to time. Any such withdrawals from the Fixed Deposit Account shall be effected by you personally at any of our branches and is subject to such terms imposed by us, including penalty on all accrued interest payable by us to you in respect of the partially withdrawn amount.

- 56.9 Any instruction relating to withdrawals from the Fixed Deposit Account must bear your signature, or by such electronic means which we may prescribe from time to time. Any payment made by us pursuant to any instructions purporting to have been signed by you or by such electronic means shall be deemed to be properly made on your authority and we shall be discharged and released from any liability to you or to any other party in respect of such instructions.
- 56.10 We may require the production of your identity card or passport (or such other means of identification acceptable to us) for any withdrawals from the Fixed Deposit Account.
- Interest**
- 56.11 Interest on Fixed Deposit shall be at a rate we determine at the time of placement or renewal (whichever applicable) ("**Contracted Interest Rate**"). Such interest rate is available at the branch where the Fixed Deposit Account is maintained.
- 56.12 We will calculate the interest payable on any Fixed Deposits at the Contracted Interest Rate based on the actual number of days it was deposited in the Fixed Deposit Account, including the placement date but excluding the maturity date, provided that it was maintained in the Fixed Deposit Account for the full placement tenure. The formula for the interest calculation is as follows:
- $$\frac{\text{Principal Amount} \times \text{Contracted Interest Rate} \times \text{No. of Days}}{\text{number of days in a calendar year}}$$
- Note: the base number of days in a calendar year may vary depending on the currency*
- 56.13 For Fixed Deposits with a placement tenure of 12 months and below (except for Fixed Deposits placed in the FD Plus Account), interest shall be payable upon maturity of the respective Fixed Deposits.
- 56.14 Interest payable on Fixed Deposits placed in the FD Plus Account shall accrue to the FD Plus Account and shall be credited into the Nominated Account on a monthly basis.
- 56.15 For Fixed Deposits with a placement tenure of more than 12 months, interest shall be payable every six (6) months from the placement date or the renewal date (whichever applicable). In the event the Fixed Deposit matures before such period for the final interest payment, the final interest payment shall be payable upon the maturity of such Fixed Deposit.
- Definition**
- 56.16 For the purpose of Fixed Deposit Account, the words below shall have the following meaning:-
- (a) "Fixed Deposit" means a deposit placed in the Fixed Deposit Account;
- (b) "Nominated Account" means a current or savings account maintained with us and designated by you for interest payable on the Fixed Deposit in the FD Plus Account to be credited.
- Time-Based Deposit Account**
- Deposits**
- 56.17 You may transfer funds in the multiples of RM5,000.00 or such other multiples as we may determine from time to time, from the Account to the Time Based Deposit Account via the ATM or over the counter at the Branch or such alternative channels as may be permitted by us from time to time.
- 56.18 All amounts deposited in the Time-Based Deposit Account will be placed on a three (3)-month tenure, or such other tenure as we may determine from time to time.
- 56.19 A Confirmation Advice will be issued to you for each deposit placed. The Confirmation Advice is merely an acknowledgement of placement of a deposit in the Fixed Deposit Account and not a document of title.
- Withdrawal**
- 56.20 Notwithstanding any of the following provisions, you are only allowed to withdraw any sums which are not earmarked for Sums Advanced and any such withdrawal shall be allowed provided that a minimum balance of RM5,000 is maintained in the Time-Based Deposit Account.
- 56.21 You can withdraw the entire amount stated over the counter at any of our branches, ATM, the UOB Phone Banking service offered by us or through PIB.
- 56.22 You can only withdraw funds in multiples of RM5,000 or such other multiples as we may determine from time to time over the counter at any of our branches. Once the partial amount has been successfully withdrawn, the following month Statement of Account shall reflect the remaining amount less the withdrawn amount.
- 56.23 Any such partial withdrawal will not affect the interest payable by us to you on the remaining amount.
- Interest**
- 56.24 Interest on deposits in the Time-Based Deposit Account will be calculated based on the prevailing board rate as determined by us at the time of placement of the deposits (for new placements) or the renewal of the deposits (for renewals).
- 56.25 Interest on deposits in the Time-Based Deposit Account will be payable on the amount deposited at the expiry of the three (3) month tenure (or such other applicable tenure) basis. However, no interest will be payable on any amount which is deposited for a period of less than the applicable tenure or for an incomplete period of tenure.
- 56.26 Interest payable will be paid to you by crediting the same into the Time-Based Deposit Account or in such other manner we deem appropriate.

PART I. Meaning Of Words

'**Account**' refers to any deposit account you now or hereafter have with us or and any other account offered by us in the future and any account used for the purposes of the Services and from which funds may be applied for the utilisation of Services, whether the account is opened singly or jointly.

'**Accountholder(s)**', '**you**' or '**your**' means the individual accountholder (whether singly or jointly) of the Account (whichever is applicable) and shall include their respective personal representatives, heirs, successors-in-title and permitted assigns.

'**Acknowledgement slip**' means the acknowledgement slip to evidence the placement of the deposit amount into the Time-Based Deposit Account on the date stated therein.

'**Applicable Laws**' means all relevant or applicable statutes, laws, rules, regulations, guidelines (including but not limited to Bank Negara Malaysia's guidelines), directives and circulars (whether issued by any court, tribunal, government body or authority or self-regulatory organizations with jurisdiction over us or any other person within the Group).

'**ATM**' means Automated Teller Machine.

Auto Limit Facility means Overdraft Facility.

'**BLR**' means the rate of interest fixed by us from time to time as our minimum lending rate based on the guidelines issued by BNM.

'BR' means the base rate which is the reference rate for the pricing of retail loans/financing facilities by us.

'BNM' means Bank Negara Malaysia.

'Business Day' means any day on which the Bank is opened and/or maintained in the state where the place of business of the Bank is located for transaction of business of the nature required or contemplated by these Terms. Business day for foreign currency deposits means a day on which we and any relevant business centre required for the relevant foreign currency transaction are open for business.

'Contact Centre Service' means contact centre and phone banking services we provide to you from time to time.

'Code' means the Internal Revenue Code of 1986 issued by the US.

'Confirmation Advice' means the acknowledgement slip or placement advice issued by us to you to evidence a transaction in the Account, including but not limited to the placement or withdrawal of the deposit amount in the Account on the date stated in the acknowledgment slip or placement advice.

'Credit Card' means the credit card (which expression includes any replacement card) with the branding of Visa/MasterCard International issued by us to you. You may refer to our official website at www.uob.com.my or the UOB Visa/MasterCard Cardmember Agreement for the full services provided with the Credit Card.

'Day' means a calendar day in a Gregorian calendar.

'DCHEQS' means Dishonoured Cheques Information System.

'Debit Card' means the card (which expression includes any replacement card) issued to you for use including but not limited to ATM and EFTPOS terminals. You may refer to our official website at www.uob.com.my or the UOB Debit Mastercard Terms and Conditions for the full services provided with the Debit Card.

'Deposit' means any Ringgit Malaysia or foreign currency time/fixed deposit maintained in any Account.

'EFTPOS' means the electronic fund transfer service available at the point of sale between you and a third party.

'Eligible Account' means the accounts maintained with us which fall within any category of accounts which we may from time to time specify as being eligible to be taken into account in computing the Assets Under Management for Privilege Account or Wealth Premium Account.

'eStatement' means the electronic statement which is available for viewing through PIB following your enrolment for the eStatement service for the Account.

'Event of Default' means any events or matters specified in Clause 8.

'FATCA' means the Code and the regulations and other guidance issued under the Code, each as amended from time to time (commonly known as the Foreign Account Tax Compliance Act) ("FATCA") or any other agreement entered into with or between authorities for the implementation of FATCA.

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

'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.

'MEPS' means Malaysian Electronic Payment System.

'Monthly Average Balance' means the sum of the daily end-day balance recorded in the Account, divided by number of days the account was maintained with the Bank, within a month.

'OTP' means one-time password.

'Overdraft Facility' means the overdraft facility which we may make available to you, subject to our consent from time to time.

'Personal Data' means any information that relates directly or indirectly to an individual, which for the purpose of these Terms 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)), information relating to the Account either held singly or jointly with any other person, the type of products and/or services that you have subscribed to with us and such other necessary data regarding yourself and your transactions with us.

'PIN' means the password, login-ID, PIN (personal identification number), CIN (customer identification number, made up of an access code and a PIN), electronic identification signature or codes given to, or chosen by, you that is used to confirm your identity when accessing and operating the Account.

'Prescribed Rate' means the applicable interest rate plus BR which is chargeable on amounts overdrawn from the Account at monthly or such other rests as may be determined by us.

'RM' means Ringgit Malaysia.

'Sanctions' means the sanctions, embargoes or restrictive measures administered, enacted or enforced by any government, governmental institutions or agencies, regulator or authority.

'Services' refer to any services we may provide to you including but not limited to ATM card services, Call Centre services, electronic or Personal Internet Banking services or Mobile Services.

'Statement of Account' means the physical copy of the statement that we will issue to you every month or any additional physical statement issued upon your request, or the monthly eStatement which is available for viewing through PIB showing all the transactions in the Account including deposits, withdrawals and the balance of monies in the Account.

'Sums Advanced' means the principal amount lent to or advanced to you by us pursuant to the Overdraft Facility.

'Terms' means these terms and conditions governing the Account (including any variation or addition hereto as we may prescribe from time to time).

'Third Party Data Subject' means a person whose Personal Data you have provided to us and may include, but is not limited to your mandatee, next-of-kin, dependents, individual guarantors and security providers.

'UOB Personal Internet Banking' or 'PIB' means the personal internet banking services and/or products we offer from time to time through any equipment that enables you to access your Account(s) and/or effect banking and/or other transactions electronically.

'US' means United States of America.

'US Person(s)' means a US citizen or resident individual, a partnership or corporation organised in the US or under the laws of the US or any state of the US, a trust if (i) a court within the US would have authority under applicable law to render orders or judgments

concerning substantially all issues regarding administration of trust, and (ii) one or more US Person(s) have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the US. This definition shall be interpreted in accordance with the Code. Please note that persons who have lost their US citizenship and who live outside US may nonetheless in some circumstances be treated as a US Person(s).

'we', 'us', 'our', 'ourselves', or 'the Bank' means United Overseas Bank (Malaysia) Bhd and shall where applicable include its successors and assigns.