

**TERMS AND CONDITIONS GOVERNING PRIVILEGE ACCOUNT
(Effective from 1 September 2018)**

Definitions

'ATM'	means automated teller machine.
'Accountholder(s)', 'you' or 'your'	means an accountholder of the Privilege Account, whether singly or jointly, whichever is applicable and shall include their respective personal representatives, 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, 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).
'Assets Under Management'	means the aggregated daily average credit balance or market value (as the case may be) of the Privilege Account and all Eligible Accounts less any Sums Advanced.
'the Bank', 'UOBM', 'our', 'us' or 'we'	means United Overseas Bank (Malaysia) Bhd and shall where applicable include its successors-in-title and assigns.
'BR'	means the base rate which is the reference rate for the pricing of retail loans/financing facilities by us.
'Card'	means the card (which expression includes any replacement card) issued to you for use at ATM and EFTPOS terminals.
'Code'	means the Internal Revenue Code of 1986 issued by the US.
'Current Account'	means the current account opened in connection with the Privilege Account.
'DCHEQS'	means Dishonoured Cheques Information System.
'Day'	means a calendar day in a Gregorian calendar.
'EFTPOS'	means the electronic fund transfer service available at the point of sale between you and a third party.
'eStatement'	means the electronic statement which is available for viewing through PIB following your enrolment for the eStatement service for the Privilege Account.
'Eligible Account'	means the accounts maintained with us which fall within any category of accounts which we may from time to time in our absolute discretion specify as being eligible to be taken into account in computing the Assets Under Management as set out in Clause 8 below.

'Event of Default'	means any events or matters specified in Clause 17.2(c) to (cc) below.
'FATCA'	means sections 1471 through 1474 of 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.
'Privilege Account'	means the account which consists of the Current Account and the Time-Based Deposit Account.
'Interest for Current Account'	means the interest payable by us to you on the credit balance in the Current Account calculated based on the rate of interest as determined by us from time to time, based on the Assets Under Management.
'Interest for Time-Based Deposit Account'	means the interest payable by us to you on the credit balance in the Time-Based Deposit Account calculated based on the prevailing board rate as determined by us from time to time.
'Legal Process'	may include, but is not limited to, any originating process including writ of summons and originating summons as well as any other forms of originating process, pleadings, interlocutory applications, affidavits, orders, judgments and any other documents which are required to be served under any written law and such notices under the Bankruptcy Act 1967 and the National Land Code 1965.
'Overdraft Facility'	means the overdraft facility which we may make available to you, subject to our absolute discretion from time to time, through the Current Account as set out in Clause 5 below.
'PIN'	means the respective personal identification number issued by us to you or chosen by you to enable you to access and operate the Current Account.
'Personal Data'	may include, but is not limited to, your name, address, occupation, contact details, information captured on security systems (including a recording of your image on Closed Circuit Television (CCTV)), the information contained in the Privilege Account held by you either singly or jointly with any other person, the type of products and/or services that you have subscribed to with us and such other necessary data regarding yourself and your transactions with us.
'Prescribed Rate'	means the applicable interest rate plus BR which is chargeable on the Sums Advanced under the Overdraft Facility at monthly or such other rests as may be determined by us.
'Statement of Account'	means the physical copy of the statement that we issue to you every month or any additional physical statement issued upon your request, or the monthly eStatement which is available for viewing through PIB showing all the transactions in the Privilege Account including placements, withdrawals and the balance of monies in the Privilege Account.

'Sanctions'	means the sanctions, embargoes or restrictive measures administered, enacted or enforced by any government, governmental institutions or agencies, regulator or authority.
'Sums Advanced'	means the principal amounts lent to or advanced on behalf of or for your benefit by us pursuant to the Overdraft Facility, including interest and all other monies payable by you or otherwise as provided in these Terms and Conditions.
'Terms and Conditions'	means these terms and conditions governing the Privilege Account (including any variation or addition hereto as we may prescribe from time to time).
'Time-Based Deposit Account'	means the Time-Based Deposit Account which will be opened upon your request, in connection with the Privilege Account.
'UOB Personal Internet Banking' or 'PIB'	means the personal internet banking services provided by us to you to enable you to access your accounts with us and effect banking or other transactions electronically through a computer or a mobile device.
'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).

1 Terms and Conditions

- 1.1 By opening, maintaining and using the Privilege Account you agree to be bound by these Terms and Conditions. You are deemed to have read, understood and accepted every term.

2 Eligibility

- 2.1 Only persons aged twenty one (21) years and above on the application date are allowed to open a Privilege Account. We can, at our absolute discretion decline any Privilege Account application without giving any reason.

3 Privilege Account

- 3.1 Upon opening the Privilege Account, the Current Account will automatically be available for your use.
- 3.2 To open the Time-Based Deposit Account, you will be required to provide us with your written instructions.

4 Deposit

- 4.1 The minimum deposit amount required upon the opening of the Privilege Account is RM5,000, or any minimum amount as we may determine from time to time.
- 4.2 The deposit must be credited to either the Current Account or the Time-Based Deposit Account at your instruction. If there is no instruction, the deposit will be automatically credited to the Current Account.
- 4.3 Any deposit in the Current Account shall be deposited over the counter at any of our branches, ATMs or cash/cheque deposit machines, or through telegraphic transfer, the UOB 121 Phone Banking service offered by us or through PIB.
- 4.4 Any deposit in the Time-Based Deposit Account shall be deposited through the ATM, over the counter at any of our branches, the UOB 121 Phone Banking service offered by us or through PIB.
- 4.5 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. An Acknowledgement Slip will be given for each deposit placed in the Time-Based Deposit Account.
- 4.6 The Acknowledgement Slip is not a document of title.
- 4.7 Deposits made into the Time-Based Deposit Account will be automatically renewed on its maturity date or its successive maturity dates.
- 4.8 You authorise us to accept the proceeds of all cheques, bills of exchange, drafts, promissory notes or deposits which are made payable to or are for the credit of any one of the Accountholders and to pay such proceeds in accordance with these Terms and Conditions if such proceeds are received by or deposited with us in relation to the Privilege Account.
- 4.9 All cheques and other monetary instruments deposited into the Privilege Account are subject to verification and cannot be drawn on until the proceeds have been cleared and credited to the Privilege Account.
- 4.10 When a deposit is made by cheque, the Acknowledgement Slip is valid only when the cheque is honoured. If the cheque is dishonoured, the Acknowledgement Slip is immediately and automatically invalidated.

5 Overdraft Facility

- 5.1 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 Overdraft Facility to you.
- 5.2 The Overdraft Facility will only be made available to you only if you a Malaysian citizen or resident.
- 5.3 The Overdraft Facility will only be made available to you if the Current 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 Overdraft Facility will no longer be available for your use.
- 5.4 The Overdraft Facility granted by us to you shall be equivalent to the amount deposited by you into the Time-Based Deposit Account.

- 5.5 You will be able to utilise the Overdraft Facility or repay the Overdraft Facility through the Current Account.
- 5.6 The Overdraft 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 of the higher multiple of RM5,000 of the Sums Advanced or such other amounts as we may determine from time to time at our absolute discretion, and you agree that we have the right to earmark or to place a hold on this amount in the Time-Based Deposit Account.
- 5.7 Interest will be chargeable on the utilisation of the Overdraft Facility at the Prescribed Rate or any other rates as we may fix at our absolute discretion from time to time.
- 5.8 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 at our absolute discretion.
- 5.9 If such excess is allowed by us, and for any such amounts withdrawn/utilised from the Privilege 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.
- 5.10 Any unpaid interest on any amounts drawn or payable as the case may be under the Overdraft 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.
- 5.11 We can at our absolute discretion vary the Prescribed Rate 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 and Conditions.
- 5.12 The Sums Advanced in respect of the Overdraft 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.
- 5.13 If you no longer require the Overdraft Facility, and there is no amount outstanding under the Overdraft Facility, you may apply to close the Overdraft Facility by delinking the Current Account from the Time-Based Deposit Account.

6 Transfer of Funds

From Current Account to the Time-Based Deposit Account

- 6.1 You can transfer funds in multiples of RM5,000 or such other multiples as we may determine from time to time through the ATM, over the counter at any of our branches, the UOB 121 Phone Banking service offered by us or through PIB.

From Time-Based Deposit Account to the Current Account

- 6.2 Notwithstanding any of the following provisions, you are only allowed to transfer any sums which are not earmarked under Clause 5.6 above and any such transfer shall be allowed provided that a minimum balance of RM5,000 is maintained in the Time-Based Deposit Account.

- 6.3 You can transfer the entire amount stated in an Acknowledgement Slip over the counter at any of our branches, ATM, the UOB 121 Phone Banking service offered by us or through PIB.
- 6.4 For any transfer of a partial amount stated in an Acknowledgement Slip, you can only transfer 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 transferred, the following month's Statement of Account shall reflect the remaining amount minus the transferred amount.
- 6.5 Any such partial transfer will not affect the interest payable by us to you on the remaining amount.

7 Withdrawal

Current Account

- 7.1 You can make withdrawals from the Current Account provided that such withdrawals are carried out in the following manner:-
- (a) using the Card at the ATM and/or EFTPOS;
 - (b) over the counter at any of our branches with or without the use of the Card, provided that such withdrawal must be made by you in person and where necessary with the withdrawal form completed and signed. We can 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) cheques;
 - (d) the UOB 121 Phone Banking service offered by us;
 - (e) through PIB; or
 - (f) any other method that we permit from time to time.

Time-Based Deposit Account

- 7.2 Notwithstanding any of the following provisions, you are only allowed to withdraw any sums which are not earmarked under Clause 5.6 above and any such withdrawal shall be allowed provided that a minimum balance of RM5,000 is maintained in the Time-Based Deposit Account.
- 7.3 You can withdraw the entire amount stated in an Acknowledgement Slip through the ATM using the Card, over the counter at any of our branches, ATM, the UOB 121 Phone Banking service offered by us or through PIB.
- 7.4 For any withdrawals of a partial amount stated in an Acknowledgement Slip, 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's Statement of Account shall reflect the remaining amount minus the withdrawn amount.
- 7.5 Any such partial withdrawal will not affect the interest payable by us to you on the remaining amount.

8 Eligible Account

- 8.1 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 Privilege Account; and
 - (e) accounts without common Accountholders cannot be linked to a Privilege Account.
- 8.2 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 in Clause 8.1 above; or
 - (c) you de-link the account from the Privilege Account.
- 8.3 The Eligible Account will be governed by the prevailing terms and conditions governing such Eligible Account (the "Eligible Account Terms and Conditions"). If there is any inconsistency between the Eligible Account Terms and Conditions and these Terms and Conditions, these Terms and Conditions will prevail in relation to those inconsistencies.
- 8.4 These Terms and Conditions will cease to apply to any Eligible Account when that Eligible Account ceases to be an Eligible Account.
- 8.5 Notwithstanding any of the provisions in these Terms and Conditions, we may from time to time, in our absolute discretion, 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.

9 Interest Payable by us to you

Interest for Current Account

- 9.1 Interest will be payable on the credit balance amount exceeding RM5,000 in the Current 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 in our absolute discretion, and in Ringgit Malaysia. The interest will be credited to the Current Account at the end of each month.
- 9.2 All computations of the Assets Under Management 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 in our absolute discretion.

- 9.3 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 or think fit in our absolute discretion. 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 in our absolute discretion.

Interest for Time-Based Deposit Account

- 9.4 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).
- 9.5 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.
- 9.6 Interest payable will be paid to you by crediting the same into the Current Account or in such other manner we deem appropriate.

Interest for Eligible Accounts

- 9.7 Interest (if any) will continue to accrue on all Eligible Accounts in accordance with the Eligible Account Terms and Conditions.
- 9.8 Notwithstanding any provision to the contrary in these Terms and Conditions, we can at our absolute discretion change from time to time the basis of calculation or the interval at which the Interest for Current Account and the Interest for Time-Based Deposit Account is paid, and can at our absolute discretion inform you of such change by written notice to you in the manner provided in these Terms and Conditions and such change will apply from the date specified in the notice.

10 Fees and Charges

- 10.1 You may have to pay fees and charges for the use of the Privilege Account and such fees and charges may be amended from time to time including but not limited to the fee stated below in this clause. The current rates on fees and charges will be made available to you at our branches, official website at www.uob.com.my or upon your request.
- 10.2 If you close the Privilege Account within three (3) months of its opening, a RM20 charge or such other charge amount as we may fix from time to time is payable.
- 10.3 If you close the Privilege Account at any other time, we will be entitled to receive a proportionate amount of the fees calculated on a daily basis up to and including the date of closure of the Privilege Account, and full reimbursement of all out-of pocket costs and expenses incurred by us up to and including the date of closure, including any taxes, duties, levies or fees incurred in the transfer of the funds in the Privilege Account pursuant to these Terms and Conditions.
- 10.4 An account consolidation fee of RM5.00 per month or such other amount as we may determine from time to time, at our absolute discretion will be charged for maintaining the Privilege Account and will be payable by debiting from the Current Account, as we may at our absolute discretion, deem fit at the end of each month.

- 10.5 You shall ensure that there shall be sufficient funds in the Privilege Account at all times for all payments including any fees and charges due from you in connection with the Privilege Account and you authorise us to debit such payments from the Privilege Account as and when it becomes due.
- 10.6 We may, at our absolute discretion, from time to time, impose a new service charge or vary or revise any fees and charges imposed on the Privilege Account by giving twenty one (21) Days' notice in advance.

11 Mandate/Instructions

11.1 Operating mandate to operate or use the Privilege Account:-

- (a) you must give us all information about yourself; and
- (b) you must give us the authority to operate the Privilege Account if the Privilege Account is a joint account.

11.2 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 signature; and
- (b) we shall be entitled to a reasonable period of time (of not less than seven (7) Days from receipt) to process such notification of change. We may in our absolute discretion honour any cheque or other instrument, or act on any instructions, signed by you before we process such notification of change.

11.3 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 instructions, whether for a withdrawal or any other transaction or any matter relating to the Privilege 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 instructions;
 - (iii) the form or content of such instructions is not in accordance with the requirements or policies or practices as we prescribed from time to time;
 - (iv) the instructions is not in accordance with the mandate(s) for the time being in effect in respect of the operation of the Privilege Account;
 - (v) we believe or suspect that the instructions are unauthorised, fraudulent or forged;
 - (vi) the signature on the instructions differs from the specimen signature in our records;
 - (vii) it results in the Privilege Account being overdrawn;
 - (viii) an Event of Default has occurred or is continuing; or
 - (ix) we deem appropriate in the circumstances;

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

- 11.4 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 thereof; or 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.
- 11.5 Any cheque or other 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.
- 11.6 On the death, mental incapacity or bankruptcy of any Accountholder, we may at our absolute discretion suspend the Privilege 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 Privilege Account.
- 11.7 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.

12 Statement of Account

- 12.1 We will issue a Statement of Account recording the transaction and balances in respect of the Privilege Account at monthly intervals or such other intervals we deem fit.
- 12.2 The Statement of Account will set out information relating to the Privilege Account and all Eligible Accounts as we deem fit. Any additional statement you request will be subject to a charge as we deem appropriate upon such request being made. Such charge shall be debited from the Privilege Account.
- 12.3 The Statement of Account can, at our absolute discretion, be issued to you in place of any other monthly statements in respect of any of the Eligible Accounts.
- 12.4 When the Privilege Account is jointly held by more than one Accountholder, we will only send one 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 Privilege Account.
- 12.5 We may send you the Statement of Account by ordinary mail at the end of every month or at such intervals as we may deem fit. If you have successfully enrolled for our eStatement service, no hardcopy statement will be sent. If you have successfully enrolled for our eStatement service, a hardcopy of the Statement of Account may still be sent to you upon your request subject to the payment of the prevailing charge to us.
- 12.6 You agree that you are under a duty to:-

- (a) check all entries in the Statement of Account;
- (b) promptly notify us in writing of any error, omission or inaccuracies in the Statement of Account within fourteen (14) Days of the date of the Statement of Account;
- (c) sign and return any 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 fourteen (14) Days of the expected date of receipt; and
- (e) monitor all your balances all the time and report to us when you discover any unauthorized transactions.

12.7 If we do not receive any written notification from you under Clause 12.6(b) within fourteen (14) Days from the date of the Statement of Account, you shall be deemed conclusively:-

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

The entries in the Statement of Account shall be deemed conclusive evidence of your instruction to us to effect the transactions set out in the 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 Statement of Account.

12.8 We reserve the right to adjust, reverse, or cancel any entry into the Statement of Account or debit the Privilege Account at any such time if we:-

- (a) need to correct an error or omission;
- (b) are required to return funds wrongfully credited into the Privilege Account; or
- (c) we have not received cleared or unconditional funds in full or in time.

Any entries in the Statement of Account so rectified shall be binding on you.

12.9 Any request for additional Statement of Account must be made in writing to us and shall be subject to such charges as we may from time to time impose.

13 The Card

13.1 Upon opening of the Privilege Account, the Card and the PIN will be issued to you. All transactions effected through the use of PIN and the Card are irrevocable and binding on you.

13.2 You are under a duty:-

- (a) to take all precaution and reasonable care to prevent loss, theft, fraudulent or unauthorized use of your Card including but not limited to the following:-
 - (i) you should not leave your Card unattended inside a car and/or at public places;

- (ii) you should ensure that your Card is returned to you after completing any transaction at the ATM or EFTPOS; and
 - (iii) you should not lend your Card to anyone as your Card is exclusively for your own use;
 - (b) to immediately notify us if the Card is mislaid, lost or stolen, to take all reasonable steps to help recover the use of any lost or stolen Card;
 - (c) follow-up your notification in Clause 13.2(b) with a written confirmation and submission of any documents as required by us including but not limited to a copy of the police report filed in relation to the mislaid, lost or theft of your Card and/or disclosure of your PIN within seven (7) Days from the date that the Card is mislaid, lost or stolen; and
 - (d) to ensure that the Card is not defaced, damaged, modified or tampered with.
- 13.3 We reserve the right, at any time without notice and as determined by us:-
- (a) to impose charges and fees for the use of the Card, and for the replacement of a lost or stolen Card;
 - (b) to ask for the return or retention of the Card because it is our property and you agree to return it promptly at our request;
 - (c) at your request, to allow any Card to be used or continue to be used in relation to any other account in addition to or in substitution for the Privilege Account originally designated by you; and
 - (d) to issue the Card to any joint Accountholder who can operate the Privilege Account alone if the Privilege Account is in joint names.
- 13.4 You agree that we may continue to debit the Privilege Account even if the Privilege Account is closed, until all Cards issued have been returned to us.
- 13.5 By accepting the Card and PIN, you agree that to the fullest extent permitted by law, you shall indemnify and keep us indemnified against all claims, demand, actions and proceedings which may be made against us and all damages, liabilities, loss and expenses (including all whatsoever legal fees and costs howsoever incurred) which we may incur or suffer directly as a result of the use of the Card or the PIN with or without your authority or due to your negligence, misconduct or breach of any of these Terms and Conditions.
- 13.6 The Card cannot be transferred to another person, and must be used only in accordance with these Terms and Conditions and the UOB Debit MasterCard Terms and Conditions.

14 Personal Identification Number (PIN)

- 14.1 You shall take all reasonable steps to ensure and prevent any unauthorised and/or fraudulent use of your PIN secure at all times. You agree that your PIN is strictly confidential and undertake not to disclose or expose or in any way cause your PIN to be disclosed or exposed to any person via unsolicited emails or on any website other than our official website at www.uob.com.my or any other manner. You should not memorise your PIN and keep a written record of your PIN at any place or in any manner which may enable a third party to have access to or to use your PIN. You should not use a common PIN, i.e. the last six (6) digits of your identity card number, date of birth or telephone number. You agree that failing to comply with these requirements may expose you to the consequences of theft or unauthorised use of the Card, in which event you will be liable for

all transactions made and charges incurred under the Card, whether or not such transaction or charge is within your knowledge or authority.

14.2 If you suspect or become aware that –

- (a) an unauthorised person knows your PIN;
- (b) there has been unauthorised access to your Privilege Account, or use of your PIN; or
- (c) there are unauthorised transactions in your Privilege Account;

you must immediately notify us and comply with the requirements mentioned in Clauses 14.2(b) and 14.2(c) above. You must also give us any relevant information and reasonable assistance in investigating the matter.

14.3 You will be liable for any unauthorised transactions that occur which are linked to a lost, stolen or misused PIN, unless you have notified us in accordance with Clause 14.2 or you have not acted fraudulently.

14.4 Once you have notified us and complied with the requirements in Clause 14.2, we may, at your request and at our absolute discretion, replace the Card and the PIN and re-issue a new Card and a fresh PIN to you, subject to such charges as we may from time to time impose.

15 Joint Account

15.1 If a Privilege Account is opened or maintained in the name of more than one person:

- (a) each Accountholder agrees to be jointly and severally bound by these Terms and Conditions (including any amendments from time to time);
- (b) we shall act on your instructions in accordance with the written mandate that you give to us and each Accountholder shall be jointly and severally liable for all transactions arising from such instructions;
- (c) if, prior to acting on the instructions received from an Accountholder we receive contradictory instructions from another Accountholder, we may refuse to act and require the mandate of all joint Accountholders and we shall not be liable for any losses resulting from such refusal to act; and
- (d) we shall be entitled to debit the Privilege Account at any time in respect of any sum howsoever due or owing to us by any of the Accountholders in whose name the Privilege Account is opened or maintained.

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.

15.2 On the death of any joint Accountholder:-

- (a) we may at our absolute discretion suspend the Privilege Account without being liable to each of the Accountholder; and
- (b) we are authorised to hold any monies deposited into the Privilege Account to the instructions of the surviving Accountholder without prejudice to any right which we may have against 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 shall be binding on each of the Accountholder and their respective heirs and personal representatives.

- 15.3 The doctrine of survivorship shall apply to any Privilege Account opened in the joint names of more than one person.
- 15.4 If any joint Accountholder becomes bankrupt or lacks capacity, we may at our absolute discretion suspend the Privilege Account without being liable to the Accountholder until we receive to our satisfaction evidence of the person(s) who has the legal authority to operate the Privilege Account.
- 15.5 Unless otherwise agreed by us, any notice or communication addressed and sent by us to any one Accountholder shall be deemed have been addressed and sent to you and where any such person shall have received or is deemed to have received any such notice or communication, all the Accountholders shall be deemed to have received the same.

16 Representations and Warranties

- 16.1 Our acceptance of your application for the opening of the Privilege 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 Privilege Account:-
- (a) you have full capacity and authority to accept and agree to these Terms and Conditions;
 - (b) no person other than you has an interest in the Privilege Account;
 - (c) you have not created any lien, charge, pledge, transfer, assignment or otherwise encumber the monies deposited into the Privilege Account or any of your account held with us, whether singly or jointly;
 - (d) that there are 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 and Conditions;
 - (i) that all the information given by you to us in relation to the Privilege 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 Privilege Account, causing us to breach any Applicable Laws;

- (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 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 Privilege Account.

16.2 The above representations and warranties shall be deemed repeated whenever you give any instructions in connection with the Privilege Account.

17 Closure / Suspension of the Privilege Account

17.1 You can request to close the Privilege Account by providing written instructions to us and settling all outstanding amounts (including fees, charges and any other costs) if any, due to us.

17.2 Notwithstanding Clause 17.1 above, we may close, withdraw or suspend the Privilege Account:-

- (a) as we deem fit with prior notice to you;
- (b) if the Privilege Account is dormant for a continuous period of 12 months and the aggregate balance in the Current Account during that period is RM10.00 or less, with prior written notice to you;
- (c) if in our opinion, you do not comply with any Applicable Laws;
- (d) if in our opinion, the Privilege Account is not operated in a proper or regular manner;
- (e) if you, or any joint Accountholder, threaten to breach or you have breached any of these Terms and Conditions or other terms and conditions 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 any representation, warranty or undertaking made to us by you is or will become incorrect or misleading in a material respect;
- (g) 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;
- (h) if you die or becomes insane;
- (i) if you become bankrupt or insolvent or allow any judgment to remain unsatisfied for a period of twenty-one (21) Days;
- (j) 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;
- (k) if a petition is presented against you for bankruptcy;

- (l) if execution or any form of recovery or enforcement action is levied or taken against any of your assets;
- (m) if you transfer or dispose of or intend to transfer or dispose of a substantial part of your assets, as the case may be;
- (n) 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 and Conditions; or
 - (ii) your status as a Malaysian citizen or resident;
- (o) if a notice or proposal for the compulsory acquisition of any of your properties is issued or made under any law;
- (p) if any of your cheques is dishonoured;
- (q) if you are blacklisted pursuant to the DCHEQS guidelines or any guidelines issued by Bank Negara Malaysia or any other authority having jurisdiction over us;
- (r) if any of your accounts with us is re-designated or closed by us for any reason whatsoever;
- (s) if you fail to discharge any obligation or liability to us or to any other person;
- (t) 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;
- (u) if there is a default in the payment of any moneys under the account of any other person for whom you are providing security;
- (v) if there is any litigation (whether civil or criminal) arbitration or administrative proceedings pending, on-going or threatened against you;
- (w) if we suspect or have reasons to believe that the Privilege Account or any part of it is used for any unlawful activity;
- (x) if there is any investigation by the police or regulators pending, on-going or threatened against you;
- (y) if you have been charged or convicted for any criminal offences or have any criminal records;
- (z) 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);
- (aa) if your whereabouts are unknown to us;
- (bb) if you become a US Person; or

- (cc) if we decide in our sole discretion that the continuation of the Privilege Account could likely be detrimental to our own position; our discretion is final and is not subject to query by you.

17.3 When any of the events in Clauses 17.1 and 17.2 above happens:-

- (a) we will not be under any further obligation and/or commitment to you in relation to the Privilege Account;
- (b) we may (but are not obligated to) suspend (indefinitely or otherwise) or close the Privilege Account, or our relationship with you and all moneys and interest then owing to us under the Privilege Account will immediately become payable on demand by us;
- (c) we may apply the monies deposited into the Privilege Account against any losses arising thereof and/or amounts which you owe us;
- (d) we may apply any of the credit amount in any account you may have with us against any loss arising thereof and/or amounts which you owe to us; or
- (e) we will be entitled to exercise any right or power:-
 - (i) which we may have under any of these Terms and Conditions; and
 - (ii) which may be available to us in law;

without any previous notice to you, unless expressly stated otherwise.

17.4 You cannot use the Privilege Account for any unlawful activities. If we find, suspect or have reasons to believe that the Privilege Account has been or is being used for any unlawful activity, we may take any actions it considers 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 Privilege Account, making reports and taking such other actions as we may deem appropriate.

17.5 Any closure or cancellation or suspension of the Privilege 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.

17.6 For a closure event under Clauses 17.1, 17.2(a) and 17.2(b), prior to the date of closure, you shall instruct us as to the proper disposal or transfer of the monies in the Privilege Account.

17.7 Upon the closure/cancellation of the Privilege 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 Privilege Account;
- (b) return all unused cheques and the Card immediately; and
- (c) notify all merchants you have authorized to make direct debits on your Privilege Account of its closure/cancellation. We are not liable to pay your merchants under your direct debit authority.

17.8 Any payment obligation by us to you after closure or cancellation of the Privilege Account shall be deemed good and sufficiently discharged in cash, draft or cashier's order or in such other manner as we deem fit.

18 Our Agents

- 18.1 We may use the services of any bank or agent in any location it deems 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 for your Privilege Account.

19 Anti-Money Laundering

- 19.1 You must provide and disclose to us within such time prescribed by us, any information statements and explanations relating to the Privilege Account which we deemed 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.
- 19.2 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.
- 19.3 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.

20 Retention of Your Records

- 20.1 You agree that we are not obligated to maintain any records of the Privilege 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 Privilege Account, exceeding any retention period as set out under our internal policies, guidelines and procedures and/or as provided under any Applicable Laws.

21 Taxes, Duties or Levies

- 21.1 You are liable to pay for any taxes or levies which as at the date of the opening of the Privilege Account or at any date subsequent to the date of the opening of the Privilege 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 moneys charged or incurred by us in relation to the Privilege Account.
- 21.2 Any taxes or levies incurred by us in relation to the Privilege Account and any other goods or services provided under the Privilege 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.

22 Right to Debit

- 22.1 Without affecting any other rights that we may have under these Terms and Conditions or by law, we may, at any time, at our sole discretion, and without giving you any prior notice, debit your Privilege 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.
- 22.2 If we do debit your account, the debiting is not to be taken as a waiver of any Event of Default.
- 22.3 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.

23 Right of Set-Off and Consolidation

- 23.1 In addition to any general right of set-off under law or any other agreement, you agree that we may at our absolute discretion, without any notice to you, at any time combine, consolidate or merge all or any of your accounts (whether the Privilege 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 (whether matured or not) ("the Deposits") in or towards the satisfaction of your liabilities to us under these Terms and Conditions, 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").
- 23.2 Upon the issuance of the notice mentioned in Clause 23.1 of these Terms and Conditions, you agree that we have the right to earmark or to place a hold on the Deposits, prior to the setting-off, and you shall not be entitled to withdraw any of the Deposits, without our prior written consent.
- 23.3 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 at its absolute discretion.
- 23.4 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 banker-customer relationship between us and you have ceased or been terminated.
- 23.5 Neither the Deposits 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 Deposits or any of your rights, title or interest in them, and any such assignment, transfer, mortgage, charge or other dealing will be void.
- 23.6 For so long as you owe moneys or obligations (of whatsoever nature and howsoever arising) to us, you may only withdraw the amounts deposited into the Privilege Account or credit balances from any account you have with us, with our consent. We may at any time withhold any of the amounts deposited into the Privilege Account or your credit balances pending full settlement of all moneys or obligations due to us.

24 Account Terms and Conditions

- 24.1 You agree that our Terms and Conditions Governing Current Account, Terms and Conditions Governing Fixed Deposit Account and UOB Debit MasterCard Terms and Conditions, including any amendments to such terms and conditions, as implemented from time to time at our absolute discretion (collectively referred to as “Account Terms and Conditions”) shall be deemed to be incorporated in these Terms and Conditions. In the event of any conflict between the Account Terms and Conditions and these Terms and Conditions, these Terms and Conditions shall prevail.

25 No Set-Off or Counterclaim by Accountholder

- 25.1 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.

26 UOB 121 Phone Banking Service Terms and Conditions

- 26.1 In addition to these Terms and Conditions, if you request for our services through UOB 121 Phone Banking Service, the UOB 121 Phone Banking Service Terms and Conditions will apply in addition to and not in substitution for any terms and conditions contained in these Terms and Conditions. You can view the UOB 121 Phone Banking Service Terms and Conditions at www.uob.com.my.

27 PIB Terms and Conditions

- 27.1 In addition to these Terms and Conditions, if you request for our services through PIB, the Terms and Conditions Governing UOB Personal Internet Banking Services, will apply in addition to and not in substitution for any terms and conditions contained in these Terms and Conditions. You can view the Terms and Conditions Governing UOB Personal Internet Banking at www.uob.com.my.

28 Costs and Expenses

- 28.1 All costs and expenses including legal costs, charges and expenses incurred by us in connection with the Privilege Account, the enforcement or attempted preservation or enforcement of our rights under these Terms and Conditions 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.
- 28.2 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, in our absolute discretion, 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 Privilege Account.

29 Avoidance of Payments

- 29.1 Any assurance, security or payment which may be invalidated or set aside under any law relating to winding up or 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 and Conditions 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.

30 Periodic Review

- 30.1 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 and Conditions shall be deemed to impose on us any obligation either at law or in equity to make available the Overdraft Facility to you.

31 Amendments

- 31.1 We can at any time at our absolute discretion, vary, add to, delete or amend these Terms and Conditions by giving you twenty one (21) Days' prior notice, either through your Statement of Account or by posting on our official website at www.uob.com.my or at our branches, or in any manner that we choose.
- 31.2 If you do not accept the amendments, you must close the Privilege 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.
- 31.3 We can at any time at our absolute discretion, amend, modify revise, restrict, increase, suspend, cancel or withdraw all or any facilities, services, benefits and privileges of the Privilege Account by providing prior notice to you.

32 Disclosure of Information

- 32.1 You agree that we (including our officers, employees, agents or any other persons to whom we grant access to the records, correspondence or any material relating to you or the Privilege Account) can disclose at any time at our sole discretion without notifying you beforehand, any information relating to you, your accounts with us or the Privilege Account to the following persons:

- (a) any of the Group for any of the following purposes:-
- (i) providing you with banking services;
 - (ii) reporting;
 - (iii) data matching;
 - (iv) promoting, improving and furthering the provision of other services by us or any of the Group to you;
 - (v) fraud or crime prevention;
 - (vi) investigating, preventing or otherwise in relation to money laundering and criminal activities;

- (vii) debt collection;
 - (viii) outsourcing operations;
 - (ix) performance of duties as an officer of our or in connection with the conduct of audit or the performance of risk management;
 - (x) facilitating the performance of our or any of the Group's function;
 - (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 said services including, but not limited to, investigating discrepancies, errors or claims;
 - (c) any person, whether in Malaysia or elsewhere, engaged by us for the purpose of performing or 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) credit card companies and financial institutions in connection with credit card enquiries;
 - (f) other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
 - (g) our auditors, solicitors, and professional advisors;
 - (h) 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;
 - (i) any receiver appointed by us or by any other party;
 - (j) any credit bureau of which we are a member, and any other members and/or compliance committee of such credit bureau;
 - (k) any rating agency, insurer or insurance broker or direct or indirect provider of credit protection;
 - (l) any actual or potential participant or sub-participant in relation to any of our obligations under any banking agreement between you and us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;
 - (m) for transactions effected or processed with or without your authority in or through the 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;
 - (n) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any member of the Group;
 - (o) any person to whom we, or any member of the Group, are permitted or required to disclose to under the laws of any country;

- (p) any other person to whom such disclosure is considered by us to be in our interest, or the interest of any members of the Group (not applicable to strategic alliance for marketing and promotional purpose);
- (q) any person intending to settle any moneys outstanding under the Overdraft Facility;
- (r) any person connected to the enforcement or preservation of any of our rights under these Terms and Conditions; or
- (s) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over us; or
- (t) 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.

33 Compliance with Court Orders

- 33.1 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.

34 Searches

- 34.1 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 Privilege Account.
- 34.2 You consent to us carrying out such searches on you to the extent permitted by the law.
- 34.3 All charges incurred in connection with the above searches will be borne by you.

35 Data Protection

- 35.1 You hereby confirm that you have received, read, understood and agreed to be bound by the Privacy Notice issued by us (which is available at our branches as well as at our website at www.uob.com.my) and the clauses in these Terms and Conditions as may relate to the processing of your Personal Data. For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated by reference into these Terms and Conditions.
- 35.2 You agree and consent that we may transfer the Personal Data outside of Malaysia. All Personal Data held by us and the Group will be accorded a reasonable level of protection against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or deletion.
- 35.3 In the event you provide Personal Data relating to third parties, including data relating to your next-of-kin and dependents (where you are an individual) or data relating to your directors, shareholders, officers, individual guarantors and security providers (where you are a corporation), for the purpose of opening or operating the Privilege Account with us or otherwise subscribing to our products and services, you:
- (a) confirm that you have obtained their consent or are otherwise entitled to provide this data to us and for us to use it in accordance with these Terms and Conditions;

- (b) undertake that you have informed the said third parties to read the Privacy Notice at our website www.uob.com.my;
 - (c) have informed the said third parties:-
 - (i) that we may collect or verify their personal and financial data with third party sources;
 - (ii) that we may disclose their personal data to classes of third parties described in our Privacy Notice;
 - (d) agree to ensure that the personal and financial data of the said third parties is accurate;
 - (e) agree to update us in writing in the event of any material change to the said personal and financial data; and
 - (f) agree to our right to terminate these Terms and Conditions and close the Privilege Account should such consent be withdrawn by the said third parties.
- 35.4 Where you instruct us to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including data relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing us and/or our agents to enter into any cross-border transaction on your behalf, you agree to the above said disclosures on behalf of yourself and others involved in the said cross-border transaction.
- 35.5 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 account) to our merchants and strategic partners where your express prior consent has been obtained.
- 35.6 You may choose not to receive any direct marketing materials from us and the Group by writing in to us at 'Personal Financial Services, P.O. Box 13525, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur' (or such other address notified by us) with your request and we will abide by your latest written instructions to us.
- 35.7 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 Privilege Account and/or without imposing additional costs to you.
- 35.8 You are entitled to request in writing:
- (a) for any information in relation to your Personal Data that we hold or store, upon payment of a prescribed fee;
 - (b) for any information held or stored by us to be updated, amended and/or corrected;
 - (c) for us to limit the processing of your Personal Data held or stored by us; and
 - (d) to make an enquiry or complaint in respect of our processing of your Personal Data.

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

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

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

- 35.9 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.
- 35.10 Please note that should we no longer have the right to process your 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, Privilege Account and/or facilities that is linked to such Personal Data.
- 35.11 We reserve the right to amend this Clause 35 from time to time at our sole discretion and shall provide prior notification to you in writing and place any such amendments on our websites or by placing notices at the banking halls or at prominent locations within our branches or by such other means of communication deemed suitable by us.
- 35.12 This Clause 35 shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of data.

36 Compliance with FATCA

- 36.1 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.

- 36.2 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.

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.

- 36.3 For individual customers, 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 36, and that you will secure such consents and waivers in advance of providing similar information to us in the future.

- 36.4 For customers who are a sole proprietorship, partnerships or other business entity, a corporation, or an association, club or society or trust, you consent to the collection, storage, and disclosure by us or any member of the Group of any Confidential Information 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. Confidential Information includes your personal data, your bank account details, transactional information, and any other information that a reasonable person would consider being of a confidential or proprietary nature. 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 36, and that you will secure such consents and waivers in advance of providing similar information to us in the future.
- 36.5 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.
- 36.6 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 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.
- 36.7 To the fullest extent as may be permitted by law, 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.
- 36.8 This Clause 36 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 and Conditions. This Clause 36 shall be without prejudice to any other clause in these Terms and Conditions which provides for the request for information or disclosure of data.

37 Notices and Communications

- 37.1 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 or such other address last known to us;
- (b) sent by post (registered, AR registered, ordinary or otherwise) your address as stated in the application form 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.

37.2 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, even if it is undelivered or returned;
- (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.

37.3 We will not be responsible for what may happen to notices or communications after they are sent, for example if any notice or communication is delayed, intercepted, lost, fails to reach or is disclosed to any one during transit.

37.4 We also reserve the right to serve on you any notice in connection with the Privilege 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 regardless of whether you have actually seen the advertisement.

37.5 Changes in contact details:-

- (a) You agree to notify us immediately on any changes of your correspondence, mailing or residential address and your contact information ("Information").
- (b) If you do not inform us of any change in the Information, you agree that we may at our absolute discretion, rely on:-
 - (i) any address and/or contact information stated in the application form or as reflected in our records; or
 - (ii) any address and/or contact information we obtain from any communication purportedly issued from you to us.

- (c) Any failure by you to notify us of a change in 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 and Conditions.

38 Service of Legal Process

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

- a) by leaving a copy at the address as stated in the application form or in any communication purportedly issued by you to us or last known to us and it shall be deemed to have been duly received by you on the day it was left at the address; or
- b) by sending a copy through prepaid registered or ordinary post to the address as stated in the application form or in any communication purportedly issued by you to us or last known to us and it shall be deemed to have been duly received by you on the third (3rd) Day (including the day of posting) from the date it is posted, even if it is undelivered or returned.

39 Circumstances Beyond Our Control

39.1 If we are unable:

- (a) to perform any of our obligations under these Terms and Conditions;
- (b) to carry out our usual business operations; or
- (c) to provide any service;

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 Conditions;

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.

40 Indemnity

40.1 In addition and without prejudice to any other of our right or remedy (at law or otherwise), 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 and Conditions;
- (b) us acting in accordance with your instructions or in any manner permitted under these Terms and Conditions;
- (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 Privilege Account or these Terms and Conditions;
- (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 authorized by you; and/or
- (f) the occurrence of any Event of Default.

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

41 No Waiver

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

41.2 You agree that, even if we may not have exercised any right or remedy available to us immediately upon your breach, we shall not be held to have waived or acquiesced to such breach and we may at any time after that exercise all or any of our rights or remedies available to us under these Terms and Conditions and any Applicable Law. Any delay on our part in taking steps to enforce the remedies available to us under these Terms and Conditions 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.

42 Severability

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

43 Cumulative Remedies

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

44 Preservation of Right and Entitlement

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

45 Change in Constitution

45.1 The rights, liabilities and/or obligations created by these Terms and Conditions will continue to be valid and binding for all purposes, regardless of any transfer or assignment of our business, operations, assets, or liabilities, or any change by amalgamation, consolidation, reconstruction, or otherwise in our constitution, or of any company by which our business is carried on, and will be available to the company carrying on that business.

46 Assignability

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

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

47 Governing Law

47.1 These Terms and Conditions will be governed by and construed in accordance with the 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 any manner permitted by these Terms and Conditions and/or any Applicable Laws.

48 Successors Bound

48.1 These Terms and Conditions will be binding on your heirs and personal representatives and our assigns and successors in title.

49 Perbadanan Insurans Deposit Malaysia (PIDM)

49.1 The deposits maintained by you in the Privilege Account are eligible for protection by Perbadanan Insurans Deposit Malaysia (PIDM), and a copy of the PIDM brochure has been provided to you.