

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

Definitions

'ATM'	means automated teller machine.
'Account'	means any type of savings account including savings accounts under the name of UOB Savings Plus, Passbook Savings Account, Basic Savings Account, eAccount, FunSavers Account or such other savings account opened and/or maintained with us.
'Accountholder(s)', 'you' or 'your'	means the individual accountholder (whether singly or jointly) or the non-individual accountholder of the Account (whichever is applicable) and shall include their respective heirs, personal representatives.
'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).
'Application Form'	means the application form prescribed by us for submitting an application for the Account.
'Authorised Person(s)'	means any person(s) authorised by you to operate the Account and to act on your behalf in giving instructions in relation to the Account.
'the Bank', 'UOBM' 'our', 'us', 'we'	means United Overseas Bank (Malaysia) Bhd and shall where applicable include its successors-in-title and assigns.
'Business Day'	means a 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 this Terms and Conditions.
'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.
'Code'	means the Internal Revenue Code of 1986 issued by the US.
'DCHEQS'	means Dishonoured Cheques Information System.
'Day'	means a calendar day in a Gregorian calendar.
'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.
'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 Account.
'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.
'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.
'PIN'	means the personal identification number issued by us to you or chosen by you to enable you to assess and operate the Account.
'Personal Data'	means any information that relates directly or indirectly to an individual, which for the purpose of these Terms and Conditions may include, but is not limited to, 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.
'Sanctions'	means the sanctions, embargoes or restrictive measures administered, enacted or enforced by any government, governmental institutions or agencies, regulator or authority.
'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.
'Terms and Conditions'	means these terms and conditions governing the Savings Account (including any variation or addition hereto as we may prescribe from time to time).
'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 Account, you agree to be bound by these Terms and Conditions. You are deemed to have read, understood and accepted every terms.

2 Opening of Account

- 2.1 To apply for an Account, you shall execute our standard account opening forms and provide to us such mandate (if any), specimen signature(s) and any other document or information as required by us. We can, at our absolute discretion decline any Account application without assigning any reason.
- 2.2 Without affecting the generality of Clause 1 and Clause 2.1 above, you may apply for an eAccount or UOB Savings Plus account via online application through PIB 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 For the avoidance of doubt, online application through PIB is not applicable for joint account or trust account application.
- 2.4 For online application made via PIB, if, at the point of application:
- (a) you have a pre-existing Debit Card issued for any savings or current account with us, the eAccount or UOB Savings Plus account will be automatically linked to the Debit Card following our approval of your online application and you will be able to use the Debit Card for such account.
 - (b) you do not have a pre-existing Debit Card, a new Debit Card will be issued for the eAccount or UOB Savings Plus account upon our approval of your online application. You are required to visit any of our branches for the issuance and collection of the Debit Card.

- (c) you only have a pre-existing Credit Card account, you will be required to visit any of our branches to activate the eAccount or UOB Savings Plus account before you are able to use such account.

2.5 We reserve the right to close any Account opened after sixty (60) Days from the date of account opening if:-

- (a) there is zero balance in the Account; or
- (b) the Account requires activation pursuant to Clause 2.4 (c) and such Account has not been activated.

3 Deposits

3.1 The minimum initial deposit required upon opening of the Account shall be such amount determined by us from time to time.

3.2 Any deposit in the Account shall be deposited 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.

3.3 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 Account.

3.4 All cheques and other monetary instruments deposited into the Account are subject to verification and cannot be drawn on until the proceeds have been cleared and credited to the Account.

4 Withdrawal

4.1 The minimum balance to be maintained in the Account shall be such amounts determined by us from time to time.

4.2 Subject to Clause 4.1 above, you can make withdrawals from the Account provided that such withdrawals are carried out in the following manner:-

- (a) using the Debit Card at the ATM and/or EFTPOS;
- (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 service offered by us;
- (d) through PIB; or
- (e) any other method as may be determined by us from time to time.

4.3 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 Operating Mandate and Instructions

5.1 For the operating mandate to operate or use the Account:-

- (a) if held by an 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; or
- (c) if held by a society, association, organisation or company, you must provide us with the resolution passed in accordance with your constitution or authorisation letter executed by a person authorised by your constitution to nominate and appoint your Authorised Person (whichever may be applicable) and the information relating to the Authorised Person as requested by us.

5.2 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 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 notification of change. We may in our absolute discretion honour any instrument, or act on any instructions, signed by you before we process such notification of change.

5.3 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 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 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 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 the instructions are unauthorised, fraudulent or forged;
 - (vi) the signature on the instructions differs from the specimen signature in our records; or
 - (vii) we deem appropriate in the circumstances,

and we shall not be liable for such refusal or for any inconvenience, loss, injury or damage which you may directly or indirectly suffer as a result of our refusal to accept or act on the said instructions.

- 5.4 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 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.
- 5.5 Any instrument or instruction received after we have notice of your death will not be honoured or acted upon regardless of the date of the instrument or instruction.
- 5.6 On the death, mental incapacity, winding-up or bankruptcy of any Accountholder, we may at our absolute discretion 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.
- 5.7 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.

6 Joint Account (applicable to individual Accountholders)

- 6.1 If the Account (except a FunSavers 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 to the written mandate that you give us and each Accountholder shall be jointly and severally liable for all transactions arising from such instructions;
 - (c) 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:
 - (i) are aware of;
 - (ii) agree with; or
 - (iii) would benefit from or suffer any loss arising from;such instructions from the other Accountholder.
 - (d) if, notwithstanding any other provision under these Terms and Conditions, 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;

- (e) 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 give fresh instructions and furnish the mandate for the operations of the account. Until a fresh mandate is received by the Bank, the existing mandate shall continue to operate.
- (f) cheques payable to any of you can be deposited into the Account; and
- (g) 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.

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.

6.2 On the death of any joint Accountholder:-

- (a) we may, at our absolute discretion, suspend the Account without being liable to each of the Accountholder; and
- (b) where the Account is opened jointly with a minor below the age of eighteen (18) years, if the parent of the minor 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 Accountholder's estate; and
- (c) we are authorised to hold any monies in the Account to the order 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 6.3 below shall be binding on each of the Accountholder and their respective personal representatives.

6.3 The doctrine of survivorship shall apply to any Account opened in joint names of more than one person.

6.4 If any joint Accountholder becomes bankrupt or lacks capacity, we may at our absolute discretion 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.

6.5 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.

7 Provisions for Society/Association/Organisation (applicable to non-individual Accountholders)

- 7.1 For societies, association or organisation, any change in your constitution by amalgamation, consolidation or otherwise shall not affect or determine your liability under the Account.
- 7.2 You shall promptly notify us in writing of any change in the constitution or name of the society, association or organisation.

- 7.3 If you are a society, association or organisation, on the death of any Authorised Person(s), we shall be authorised to act on the instructions of the surviving Authorised Person(s) as specified in the Account application form as if the deceased Authorised Person was not an Authorised Person of the Account, subject to our receipt of any prior notification in writing by you of any changes or variation to the operation of the Account.
- 7.4 On the presentation of any notice of dissolution against you, we can at our absolute discretion suspend the Account and such suspension shall be subject to any right which we may have arising out of, amongst others, any lien, charge, pledge, set-off or any other claim or counterclaim, actual or contingent.

8 FunSavers Account

- 8.1 The FunSavers Account must be opened by the parent(s) or legal guardian(s) jointly with the minor. The minor cannot be a person who is more than 18 years old.
- 8.2 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.
- 8.3 Every Funsavers Account shall be issued a savings passbook. The FunSavers passbook must be produced for any deposit or withdrawal transactions.
- 8.4 The FunSavers Account will be converted to a Passbook Savings Account in the year the minor turns 18 years old.
- 8.5 If the parent or legal guardian (as the case may be) dies, become bankrupt or lacks capacity, we may at our absolute discretion suspend the FunSavers Account without being liable to the minor until we receive to our satisfaction evidence of the person(s) who have the legal authority to operate the FunSavers Account.
- 8.6 We are entitled not to accept deposits by cheques which are made payable to the minor.
- 8.7 We may determine the type of service applicable to the FunSavers Account such as the Debit Card and may impose restrictions and charges on the services.
- 8.8 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.

9 eAccount

- 9.1 Where the minor is 12 years old and above, the eAccount must be opened with the parent(s) or legal guardian(s) jointly. The eAccount shall be operated by either the minor or the parent or the legal guardian (as the case may be) singly or both jointly.
- 9.2 Upon the minor attaining the age of eighteen (18) years, the parent(s) or legal guardian(s) together with the minor shall jointly give fresh instruction and furnish the mandate for the operations of the account. Until a fresh mandate is received by the Bank, the existing mandate shall continue to operate.
- 9.3 If the parent or legal guardian (as the case may be) dies, become bankrupt or lacks capacity, we may at our absolute discretion suspend the eAccount without being

liable to the minor until we receive to our satisfaction evidence of the person(s) who have the legal authority to operate the eAccount.

- 9.4 We may determine the type of service applicable to the eAccount such as the Debit Card and may impose restrictions and charges on the services.

10 Fees and Charges

- 10.1 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 below in Clause 10.2. 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 Account within three (3) months of its opening, a RM20 charge or such other charge amount as we may specify from time to time is payable.
- 10.3 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.
- 10.4 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.
- 10.5 We may, at our absolute discretion, from time to time, impose, vary or revise, any fees and charges imposed on the Account by giving twenty one (21) Days' prior notice.

11 Passbook and Statement of Account

- 11.1 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 debited to the Account without production of the passbook.
- 11.2 We may retain the passbook.
- 11.3 The passbook must be produced and our prescribed forms completed for any deposit or withdrawal.
- 11.4 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.
- 11.5 A new passbook may be issued satisfactory explanation being given to us and the Account holder signing our prescribed indemnity form.
- 11.6 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.
- 11.7 You will be liable for all unauthorised 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.

- 11.8 We will make available a Statement of Account recording the transaction (if any) and balances in respect of the Account at monthly intervals or such other intervals as we deem fit.
- 11.9 You may request for additional copy of the Statement. 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.
- 11.10 When the 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 Account.
- 11.11 We may send you Statement of Account or confirmation advices by ordinary mail at the end of every month or at such intervals as we may deem fit. If you are an individual and have successfully enrolled for our eStatement Service, no hardcopy statement will be sent. 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.
- 11.12 You agree that you are under a duty to:-
- (a) check all entries in the passbook and/or Statement of Account;
 - (b) promptly notify us in writing of any error, omission or inaccuracies in the entry(ies) in the passbook within fifteen (15) Days from the date the passbook is updated;
 - (c) promptly notify us in writing of any error, omission or inaccuracies in the Statement of Account within fifteen (15) Days from the date of the Statement of Account;
 - (d) sign and return any confirmation slip, including that related to auditing purposes (if requested to do so);
 - (e) 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
 - (f) monitor all your balances all the time and report to us when you discover any unauthorized transactions.
- 11.13 If we do not receive any written notification from you under Clauses 11.12(b) and 11.12(c) within fifteen (15) days of the date of the passbook, Statement or Account and/or advices, you shall be deemed conclusively:-
- (a) to have accepted, and shall be bound by, the validity, correctness and accuracy of the entries in the passbook, Statement of Account and/or advices and the balance set out in the passbook, Statement of Account and/or advices; 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/or advices.

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

11.14 We reserve the right to adjust, reverse or cancel any entry in the passbook, Statement of Account and/or advice 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) we have not received cleared or unconditional funds in full or in time.

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

12 Interest

12.1 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.

12.2 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 and Conditions.

12.3 Save and except for the Basic Savings Account, we shall pay interest on credit balances in the 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 Account to qualify for payment of interest.

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

13 The Debit Card

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

13.2 You agree and undertake to take all reasonable care and precaution to prevent the loss or theft of the Debit Card, disclosure of your PIN or the unauthorised use of the Debit Card and must as soon as reasonably practicable notify us. In the event of loss or theft of the Debit Card abroad, you should as soon as reasonably practicable notify any member of MasterCard Worldwide or UOB Call Centre, via telephone. You understand that failure to take reasonable care and precaution to safeguard your Debit Card or PIN may expose you to the consequences of theft and/or unauthorised use of the Debit Card.

13.3 You must follow up your notification in Clause 13.2 with a written confirmation and submission of any documents as required by us including but not limited to a copy of the police report filed in relation to the loss or theft of your Debit Card and/or disclosure of your PIN within seven (7) days from the date of the loss/theft and/or disclosure.

13.4 You will be liable for any unauthorised transaction which require PIN verification if you have:

- (a) acted fraudulently;
- (b) delayed in notifying us as soon as reasonably practicable after having discovered the loss or unauthorised use of your Debit Card;

- (c) voluntarily disclosed your PIN to another person; or
 - (d) recorded your PIN on the Debit Card, or on anything kept in close proximity with your Debit Card and could be lost or stolen with your Debit Card.
- 13.5 You will be liable for unauthorised transaction which require signature verification or contactless transaction, if you have:
- (a) acted fraudulently;
 - (b) delayed in notifying us as soon as reasonably practicable after having discovered the loss or unauthorised use of your Debit Card;
 - (c) left your Debit Card or an item containing your Debit Card, unattended in places visible and accessible to others; or
 - (d) voluntarily allowed another person to use your Debit Card.
- 13.6 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 Debit Card with prior notice, and for the replacement of a lost or stolen Debit Card;
 - (b) ask for the return or retention of the Debit Card because it is our property and you agree to return it promptly at our request;
 - (c) at your request, to allow any Debit Card to be used or continue to be used in relation to any other account in addition to or in substitution for the Account originally designated by you; and
 - (d) to issue the Debit Card to any joint Accountholder who can operate the Account alone if the Account is in joint names.
- 13.7 You agree that we may continue to debit the Account even if the Account is closed, until all Debit Cards issued have been returned to us.
- 13.8 By accepting the Debit 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 Debit Card or the PIN with or without your authority or due to your negligence, misconduct or breach of any of these Terms and Conditions.
- 13.9 The Debit 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 may, at any time, change your PIN at any of our ATMs.
- 14.2 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 through unsolicited phone calls, emails or on

any website other than our official website at www.uob.com.my or any other manner. You should memorise your PIN and ensure that no written record of your PIN is kept at any place or 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.

14.3 If you suspect or become aware, whether through a short message service (SMS) transaction alert from us relating to a transaction performed using your Debit Card or otherwise, that –

- (a) an unauthorized person knows your PIN;
- (b) there has been unauthorized access to your Debit Card, Account, or use of your PIN; or
- (c) your Debit Card is lost or stolen;
- (d) there are unauthorised transactions in your Account, or
- (e) there are unauthorised transactions using your Debit Card;

you must immediately notify us and comply with the requirements mentioned in Clauses 13.3 and 13.4 above. You must also give us any relevant information and reasonable assistance in investigating the matter.

14.4 Once you have notified us and complied with the requirements in Clause 14.3, we may, at your request and at our absolute discretion, replace the Debit Card and re-issue a new Debit Card to you, subject to such charges as we may from time to time impose.

15 Representations and Warranties

15.1 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 power, right, capacity and authority to accept and agree to these Terms and Conditions and perform these Terms and Conditions;
- (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 deposited into the Account or any of your account held with us, whether singly or jointly;
- (d) that you are able to pay your debts as and when they fall due and that no winding-up proceedings have been commenced or are being threatened against you;
- (e) 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;
- (f) 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;
- (g) 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;
- (h) 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;
- (i) that you are not involved in any illegal activities and all moneys provided to us are not derived in any way from illegal activities;
- (j) 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
- (k) except with our express written consent, no person has or will have any security or other encumbrances over the Account.

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

16 Closure of the Account

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

16.2 Notwithstanding Clause 16.1 above, we may close, withdraw or suspend 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 required or stipulated by us, with prior written notice to you. We will 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 Accountholder, threaten to breach or you have breached any of these Terms and Conditions 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 you do not pay on time any amount due to us;

- (h) if you pass away or become incapacitated, mentally unsound, insolvent, bankrupt or subject to judicial proceedings;
 - (i) if an event of default occurs under any other agreements or arrangements between us;
 - (j) if an investigation by the police, authorities or regulators is pending, on-going or threatened against you;
 - (k) if you have been charged or convicted for any criminal offences or have any criminal records;
 - (l) if any report has been lodged against you under the Anti-Money Laundering and Anti-Terrorism Financing Act 2001;
 - (m) if your whereabouts are unknown to us.
- 16.3 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.
- 16.4 Upon the closure/cancellation of the Account, you must:-
- (a) pay all fees, costs, charges, expenses, taxes, duties, levies and amounts accrued on to date of closure/cancellation of the Account;
 - (b) return 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.
- 16.5 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 the last known address in our records. 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.

17 Our Agents

- 17.1 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 for your Account.

18 Sanctions and Anti-Money Laundering

- 18.1 You must provide and disclose to us within such time prescribed by us, any information statements and explanations relating to the Account which we 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
 - (a) manage money-laundering risk or terrorism-financing risk or economic and trade sanctions risk.
- 18.2 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.
- 18.3 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.

19 Retention of Your Records

- 19.1 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.

20 Taxes, Duties or Levies

- 20.1 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 moneys charged or incurred by us in relation to the Account.
- 20.2 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.

21 Right to Debit

- 21.1 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 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.
- 21.2 We may debit any amount due under these Terms and Conditions from the Account and we may cancel, reverse or debit any payment (including any interest paid):

- (a) to correct a mistake;
- (b) where we have not received cleared and unconditional fund in full or promptly;
- (c) where we are required to return the funds to the relevant payer or drawer; or
- (d) where we have reasonable grounds for doing so.

22 Inactive/ Dormant Account/ Unclaimed Moneys

- 22.1 Account with no credit and/or debit transaction (other than credit and/or debit transaction conducted by the 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.
- 22.2 For Account which has been classified as dormant pursuant to Clause 22.1, 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 22.3.
- 22.3 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.
- 22.4 An annual service fee of RM10.00 (or such other amount as we may specify from time to time) 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 RM10.00 or less, 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 Regulations.

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 in our absolute discretion, without notice to you, 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 and Conditions 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").
- 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 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.
- 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 our absolute discretion.

- 23.4 Further, we can sell any collateral including but not limited to funds, documents, instruments, chattels, bonds, debentures, shares or other securities and other valuables held by us in your name, including for safe custody, by way of public or private sale without any judicial proceedings, and retain from the proceeds derived from such sale, the total amount due and payable to us from you, including legal fees and costs (on a full indemnity basis) charges and other expenses incidental to such sale.
- 23.5 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.
- 23.6 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.
- 23.7 For so long as you owe moneys or obligations (of whatsoever nature and howsoever arising) to us, you may only withdraw the credit balances from 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.

24 Debit Card Terms and Conditions

- 24.1 You agree that the UOB Debit MasterCard Terms and Conditions, including any amendments to such terms and conditions, as implemented from time to time at our absolute discretion shall be deemed to be incorporated in these Terms and Conditions. In the event of any conflict between the UOB Debit MasterCard Terms and Conditions and these Terms and Conditions, these Terms and Conditions shall prevail.

25 UOB Phone Banking Service Terms and Conditions

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

26 PIB Terms and Conditions

- 26.1 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 of these Terms and Conditions. You can view the Terms and Conditions Governing UOB Personal Internet Banking at www.uob.com.my.

27 No Set-Off or Counterclaim by Accountholder

- 27.1 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.

28 Costs and Expenses

- 28.1 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 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 Account.

29 Avoidance of Payments

- 29.1 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 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 Amendments

- 30.1 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 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.
- 30.2 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.
- 30.3 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 Account by providing prior notice to you.

31 Disclosure of Information

- 31.1 You 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 at our sole discretion without notifying you

beforehand, any information relating to you, your accounts with us or the Account to the following persons:-

- (a) any one or more members of the Group for any of the following purposes:-
 - (i) providing you with banking services;
 - (ii) reporting;
 - (iii) data matching;
 - (iv) improving and furthering the provision of other services by us or any of the Group 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 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 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) 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, business alliance partner, insurer or insurance/takaful provider or direct or indirect provider of credit protection;
- (l) any actual or potential participant or sub-participant in relation to any of our obligations under the banking agreement between you and us, or assignee,

novatee or transferee (or any officer, employee, agent or adviser) of any of them;

- (m) for transactions effected or processed with or without your authority in or through the 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 connected to the enforcement or preservation of any of our rights under these Terms and Conditions; or
- (r) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over us; or
- (s) 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.

32 Compliance with Court Orders

- 32.1 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.

33 Searches

- 33.1 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.
- 33.2 You consent to us carrying out such searches on you to the extent permitted by the law.
- 33.3 All charges incurred in connection with the above searches will be borne by you.

34 Data Protection

- 34.1 If you are an individual, 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. If you are a corporation

or organisation, you hereby confirm that you have explained or will explain to the third parties that their Personal Data will be provided to, and processed by, us and you represent and warrant that you have obtained their consent to the processing (including disclosure and transfer) of their Personal Data.

- 34.2 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.
- 34.3 In the event you provide Personal Data relating to third parties to us, for the purpose of opening or operating the Account with us or otherwise subscribing to our products and services, you:
- (a) 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 Conditions and/or in instances where we are required to evidence the same;
 - (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 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 parties is accurate, complete, not misleading, and up-to-date;
 - (e) agree to update us in writing in the event of any material change to the said personal data; and
 - (f) agree to our right to terminate these Terms and Conditions and close the Account should such consent be withdrawn by the said third parties.
- 34.4 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.
- 34.5 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.
- 34.6 You may choose not to receive or to cease receiving any direct marketing materials from us and the Group by writing in to us at 'Personal Financial Services, P.O. Box

13525, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur' (or such other address notified by us from time to time) with your request and we will abide by your latest written instructions to us.

- 34.7 You acknowledge that certain communications such as the 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.
- 34.8 You are entitled to request in writing:-
- (a) for any information in relation to your Personal Data that we hold or store, upon payment of a prescribed fee;
 - (b) for any information held or stored by us to be updated, amended and/or corrected;
 - (c) for us to limit the processing of your Personal Data held or stored by us; and
 - (d) to make an enquiry or complaint in respect of our processing of your Personal Data.

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

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.

- 34.9 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.
- 34.10 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.
- 34.11 We reserve the right to amend this clause from time to time at our sole discretion and shall provide prior notification to you in writing and place any such amendments on our website 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.
- 34.12 This Clause 34 shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of data.

35 Compliance with FATCA

- 35.1 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.

- 35.2 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.

- 35.3 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 35.3, and that you will secure such consents and waivers in advance of providing similar information to us in the future.

- 35.4 For customers who are 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 35, and that you will secure such consents and waivers in advance of providing similar information to us in the future.

- 35.5 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.

- 35.6 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.
- 35.7 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.
- 35.8 This Clause 35 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 35 shall be without prejudice to any other clause in these Terms and Conditions which provides for the request for information or disclosure of data.

36 Notices and Communication

- 36.1 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.
- 36.2 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.
- 36.3 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.
- 36.4 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 regardless of whether you have actually seen the advertisement.
- 36.5 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.

37 Service of Legal Process

- 37.1 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.

38 Circumstances Beyond Our Control

- 38.1 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 the 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 disruption to telecommunications, internet, electricity, water or fuel supply; or
- (iii) any circumstance in the nature of a force majeure, that is, an unforeseeable event that prevents us from performing our obligations under these Terms and Conditions,

we will not be in any way liable for any failure 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.

39 Indemnity

39.1 In addition and without prejudice to any other of our right or remedy (at law or otherwise), you shall 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 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 Account or these Terms and Conditions;
- (e) us relying and acting upon any instructions from you in good faith even if it is subsequently shown that the instructions were not given, written or authorized by you; and/or
- (f) the occurrence of any Event of Default.

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

40 No Waiver

40.1 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.

40.2 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.

41 Severability

41.1 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 is not to be affected in any way by the invalid or unenforceable provision.

42 Cumulative Remedies

42.1 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.

43 Preservation of Right and Entitlement

43.1 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 Account.

44 Change in Constitution

44.1 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.

45 Assignment

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

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

46 Successors Bound

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

47 Perbadanan Insurans Deposit Malaysia (PIDM)

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

48 Governing Law

48.1 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 Applicable Laws.