

TERMS AND CONDITIONS GOVERNING SAVINGS ACCOUNT
(Effective from 1st May 2015)

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 an accountholder of the Account whether singly or jointly and shall include their respective personal representatives, successors-in-title and permitted assigns.
'Authorised Signatory'	means a person (whether alone or jointly with any other person or persons) authorized by you to give Instructions and/or operate the Account.
'the Bank, our, us, we'	means United Overseas Bank (Malaysia) Bhd and shall where applicable include its successors-in-title and assigns.
'BNM'	means Bank Negara Malaysia.
'Branch'	means our branch office where the Account is opened and/or maintained.
'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 & Conditions.
'Card'	means the card (which expression includes any replacement card) issued to the your for use at ATMs and EFTPOS terminals.
'Code'	means the Internal Revenue Code of 1986 issued by the US.
'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 your UOB Personal Internet Banking 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.
'Instructions'	means any request, application for the opening of the Account, authorisation or instructions in whatever form substance and manner made to us by you in relation to the Account.

'Interest Rate'	means the rate of interest fixed by us from time to time as its interest rate applicable to the Account.
'PIN'	means the personal identification number issued by us to you for use at ATM.
'Personal Data'	may include, but is not limited to, your name, address, occupation, contact details, information captured on security systems (including a recording of your image on Closed Circuit Television (CCTV)), the information contained in the Account held by you either singly or jointly with any other person, the type of products and/or services that you have subscribed to with us and such other necessary data regarding yourself and your transactions with us.
'Regulations'	means any of BNM's Guidelines, including but not limited to the BNM Guidelines on Basic Banking Services, any regulations or rules of any governmental or regulatory body or authority having jurisdiction over us, as varied and implemented from time to time.
'Statement of Account'	means the physical copy of the statement that we will issue to you every month or upon your request, or the monthly eStatement which is available for viewing through your UOB Personal Internet Banking 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 Account (including any variation or addition hereto as we may prescribe from time to time).
'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

By opening maintaining and using an Account you agree to be bound by these Terms and Conditions. These Terms and Conditions apply to and govern all Accounts opened and currently maintained, as well as subsequently opened with us. You are deemed to have read understood and accepted every term.

2 Deposits

2.1 The minimum initial deposit required for opening of the Account and the minimum balance shall be such amounts determined by us from time to time.

- 2.2 When you make a deposit:-
- (a) the deposit must be placed by such mode or manner as we prescribe from time to time, whether over the counter at the branches or through the use of any services as may be made available by us from time to time;
 - (b) you agree that all cash deposited may not be drawn on until the following Business Day;
 - (c) we may (but is not obliged to) give immediate credit for cheques, drafts and all other instruments deposited into the Account. However such deposits shall not be available for withdrawal until the proceeds have been received by us.
- 2.3 Deposit slips accompanying cash deposits are not valid receipts unless validated by the machine print of the branch or otherwise bear the signatures of our officers. If the deposit slip contains error or omission we may amend the deposit slip and our amended version is conclusive for all purposes. You should keep transaction records so that you can verify entries in Statement of Account.
- 2.4 All cheques deposited are received by us solely as agent for collection, and we assume no responsibility for:-
- (a) any non-payment or losses to you resulting from any inability on our part to collect, whether resulting from any payment restrictions or any laws or regulations of any country(ies) in which the cheques are cleared/collected; or
 - (b) any strikes, or any default, neglect or insolvency of any correspondent or paying bank or any agent or sub-agent; or
 - (c) any cause(s) beyond our control.
- If you request, dishonoured cheques may be returned by post to you at your risk and expense.
- 2.5 We reserve the right to debit or revise such credited amount from the Account:-
- (a) if the cheques, drafts and such other instruments to effect the deposit is dishonoured; or
 - (b) in the event that the payment received by us on such cheques, drafts and such other instruments is less than the amount credited into the Account;
 - (c) even after we receive payment, if the correspondent paying bank or any agent and sub-agent should at any time claim refund or repayment of such amount on any ground(s) (whether or not disputed), including without limitation the ground that the cheque, draft, money order, telegraphic transfer or other payment instruction or instrument was void, invalid or fraudulently issued, or in any other circumstances whatsoever resulting in the amount of such cheque, draft, money order, telegraphic transfer or other payment instruction or instrument or any part thereof being subject to an actual or potential claim for repayment or refund by any party.
- 2.6 Deposits may not be transferred, assigned, pledged, charged or otherwise encumbered or given by way of security to any party except in our favour or with our prior written consent.

3 Withdrawal

- 3.1 Withdrawals from the Account must be made in the mode or manner and on such terms and conditions as we may set from time to time. Any particular mode or manner of withdrawal may be changed or terminated by us at any time, upon notice to you.
- 3.2 The minimum withdrawal amount per transaction shall be determined by us.
- 3.3 No overdrawing is allowed. If you manage to overdraw on the Account, the overdrawn sum must be repaid on demand together with such interest as we may impose.
- 3.4 When you make a withdrawal, you are responsible to ensure that:-
- (a) all withdrawal instructions are accurate and complete;
 - (b) there are sufficient funds in the Account;

and you shall be liable for all such instructions which shall be effective and valid and binding on you. You shall not hold us liable to you and/or any other parties, even if the signature(s), or authorisation(s) or Instruction(s) may have been forged or obtained fraudulently or without authority, or the Card may have been used without authority.

3.5 You may apply to set up direct debit or periodic payments.

4 Mandate/Instructions

4.1 Operating Mandate to operate or use the Account:-

- (a) you must give us all information about yourself and the Authorised Signatory;
- (b) you must give us the mandate to operate the Account if you have more than one Authorised Signatory and if the Account is a joint account.

4.2 Change of operation 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 or your Authorised Signatory's signature;
- (b) we shall be entitled to a reasonable period of time (of not less than seven (7) Business 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.

4.3 Instructions:-

- (a) All instructions given by you or any Authorised Signatory 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 Account, if:-
 - (i) we are unable to verify your identity or the identity of any Authorised Signatory 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 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;
 - (vii) it results in the Account being overdrawn and we shall not be liable to you as a result of such refusal.

4.4 We may act upon any Instructions which we believe in good faith to be given by you or the Authorised Signatory, 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.

4.5 If you die or become bankrupt or lack capacity or any circumstances set out in Clause 4.3(b) occurs, we may at our absolute discretion freeze or suspend the Account without being liable to you until we receive to our satisfaction evidence of the person(s) who have the legal authority to operate the Account.

4.6 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.

5 Passbook and Statement of Account

- 5.1 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.
- 5.2 We may retain the passbook.
- 5.3 The passbook must be produced and our prescribed forms completed for any deposit or withdrawal.
- 5.4 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.
- 5.5 A new passbook may be issued satisfactory explanation being given to us and the Account holder signing our prescribed indemnity form.
- 5.6 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.
- 5.7 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.
- 5.8 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 there is no movement in the Account or if you have successfully enrolled for our eStatement Service, no 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.
- 5.9 You are under a duty to:-
- (a) check all entries in the Passbook and/or Statement of Account;
 - (b) report promptly to us any error or omission therein;
 - (c) sign and return any confirmation slip, including that related to auditing purposes (if requested to do so);
 - (d) notify us if you did not receive the Statement of Account;
 - (e) monitor all your balances all the time and report to us when you discover any unauthorized transactions.
- 5.10 If we do not receive from you a written objection within fifteen (15) days or sixty (60) days in the case of electronic funds transfers of the date of such statement or confirmation advice:-
- (a) you shall be deemed conclusively:-
 - (i) to have accepted, and shall be bound by, the validity, correctness and accuracy of the transaction(s)/entries and the balance set out in the passbook, statement or advice; and
 - (ii) to have ratified or confirmed each and every one of the transactions represented by the entries set out therein.

- (b) the statement, advice or entry, as the case may be, shall as against you be deemed conclusive evidence of your authorisation to us to effect the transaction(s)/entries set out therein; and
 - (c) you shall have no claim against us howsoever arising from, in connection with or as a result of any transaction/entry referred to therein.
- 5.11 Reversal: We have the right to adjust reverse cancel or debit the Account at any such time if:-
- (a) we need to correct any error or omission;
 - (b) we are required to return funds to the payer or drawer;
 - (c) we have not received cleared or unconditional funds in full or in time; and any Statement of Account so rectified shall be binding on you.
- 5.12 Any request for additional Statements of Account must be made in writing to us and shall be subject to such charges as we may from time to time impose.

6 Interest

- 6.1 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.
- 6.2 You shall not transfer, assign, charge or otherwise encumber or create any interest in the Account in favour of any third party without our consent.
- 6.3 We may vary from time to time 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.
- 6.4 Save and except for the Basic Saving 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.
- 6.5 For Basic Savings Account, we shall pay interest on all credit balances in the Basic Savings Account irrespective of the credit balance amount.

7 The Card

- 7.1 Upon opening of the Account, the Card and the PIN will be issued to you by the Branch. All transactions effected through the use of PIN and the Card are irrevocable and binding on you.
- 7.2 (a) You under a duty:-
- (i) to take all precaution and reasonable care to prevent loss theft fraudulent or unauthorized use of your Card;
 - (ii) to immediately notify us if any Card is mislaid, lost or stolen, to take all reasonable steps to help recover the use of any lost or stolen Card,
 - (iii) to provide us with any information and/or documentation we may require from time to time relating to the use of the Card and to cooperate with us in any investigation or litigation arising from or in connection with the use of the Card;
 - (iv) to ensure that the Card is not defaced damaged modified or tampered with;
- (b) We reserve the right, at any time as we decide to:-
- (i) impose charges and fees for the use of the Card with prior notice and for the replacement of a lost or stolen Card;
 - (ii) ask for the return or retention of the Card because it is our property and you agree to return it promptly at our request;

- (iii) allow at your request, any 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;
- (iv) issue the Card to any joint accountholder who can operate the Account alone if the Account is in joint names.

7.3 You agree that we may continue to debit the Account even if the Account mandate is changed or varied unless all Cards issued have been returned to us.

7.4 By accepting the Card and PIN, you agree that 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.

7.5 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.

8 Personal Identification Number

8.1 You are responsible to:-

- (a) to keep the PIN secret and confidential at all times;
- (b) not disclose the PIN issued by us to you to any person and you shall exercise all due care to prevent the PIN from becoming known to any persons to prevent unauthorized or fraudulent use of your PIN;
- (c) not 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;
- (d) notify us if you suspect or become aware that an unauthorized person knows your PIN or there has been unauthorized access to your Account or use of your PIN.

You agree that failing to comply with this requirement may expose you to the consequences of theft or unauthorized use of the Card, in which event you will be liable for all transactions made and charges incurred under the Card.

8.2 You must immediately notify us in writing:-

- (a) if the PIN is lost; or
- (b) if the PIN may have become made known to another person; or
- (c) if you suspect someone else knows the PIN;

and you must also give us any relevant information and reasonable assistance in investigating the matter.

8.3 We shall be entitled to suspend/terminate the use of the Card and to cancel the PIN and you may be issued with a new card and a fresh PIN, as we decide. You shall be liable for all transactions until we receive your notification of the loss or disclosure of the PIN and you have establish and we are satisfied that you have not by your acts or omissions directly or indirectly caused or contributed to the loss theft and that loss theft and is not due to your negligence fraudulent act or default.

9 FunSavers Account

9.1 The FunSavers account must be opened by the parent(s) or legal guardian(s) jointly with the junior saver. The junior saver cannot be a person who is more than 18 years old .

9.2 Where the junior saver is under the age of 12 years old, the FunSavers is also a trust account. It is held in trust by the parent(s) or legal guardian(s) for the benefit of the junior saver. The FunSavers Account will be operated by the parent or legal guardian (as the case may be) singly

until the junior saver reaches 12 years old or is issued with a National Registration Identity Card, Thereafter the FunSaver Account shall be operated by either the junior saver 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.

- 9.3 Every Funsavers Account shall be issued a savings passbook. The FunSavers passbook must be produced for any deposit or withdrawal transactions
- 9.4 The FunSavers Account will be converted to a Savings Passbook Account in the year the junior saver turns 18 years old.
- 9.5 If the parent or legal guardian (as the case may be) dies or become bankrupt or lacks capacity, we may at our absolute discretion freeze or suspend the FunSavers Account without being liable to the junior saver until we receive to our satisfaction evidence of the person(s) who have the legal authority to operate the FunSavers Account.
- 9.6 We are entitled not to accept deposits by cheques which are made payable to the junior saver.
- 9.7 We may determine the type of service applicable to the FunSavers Account such as the Card and may impose restrictions and charges on the services.
- 9.8 Interest will be paid on any credit balances in the FunSavers Account. The interest will accrue on a daily basis and credited to the FunSaver account twice a year at the end of June and December.

10 Joint Accounts

- 10.1 Where the Account is in joint names (except in the case of a FunSavers Account):-
- (a) each accountholder shall be jointly and severally liable for all liabilities incurred on or debit balances in the Account;
 - (b) each accountholder agrees to be jointly and severally bound by these Terms and Conditions (including any amendments from time to time);
 - (c) we shall act on Instructions from you in accordance to the written mandate that you give us;
 - (d) if, prior to acting on instructions received from an accountholder we receive contradictory instructions from another accountholder, we may refuse to act and require all mandate of joint accountholders;
 - (e) cheques payable to any of you can be deposited into the Account.
- 10.2 On the death of any joint accountholder:-
- (a) the monies in the credit of or held in the Account will be paid to the surviving accountholder or held to the order of the surviving accountholder in addition to and without affecting any right which we may have with regard to such balance arising out of, amongst others, any lien, charge, pledge, set-off or any other claim or counterclaim, actual or contingent;
 - (b) any payment made by us to the surviving accountholder shall constitute complete discharge of our obligations binding on all the accountholders and their personal representatives and successors.
- 10.3 If any joint accountholder becomes bankrupt or lacks capacity, we may at our absolute discretion freeze or suspend the Account without being liable to you until we receive to our satisfaction evidence of the person(s) who have the legal authority to operate the Account.

11 Charges and Right of Debit

- 11.1 You may have to pay fees and charges for the use of the Account and such fees and charges may change 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 Branch, official website at www.uob.com.my or upon your request.
- 11.2 You are liable to pay for any goods and services tax or other 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 (including the Goods and Services Tax Act) to be paid to any body or authority having jurisdiction over us, in respect of any fees and charges charged or incurred by us in relation to the Account.
- 11.3 Any goods and services tax or other taxes or levies incurred by us in relation to the use of the Account and any other goods or services provided under the Account shall be borne and charged to you and in the event that we shall effect payment on your behalf, you shall be liable to reimburse us for such amounts paid.
- 11.4 A fee is payable if the Account is closed within three (3) months of its opening. This charge will be deducted from the Account before balance is paid to you upon closure.
- 11.5 If the Account is dormant for a continuous period of 12 months and the balance in the Account during that period 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.
- 11.6 We may at our absolute discretion, from time to time, impose any other new service charge, increase or reduce the amount of charges, after giving you 21 days' prior notice.
- 11.7 We may debit any amount due under these Terms & 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.

12 Bank's Agents

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 Account.

13 Information Request

- 13.1 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
 - (b) manage money-laundering risk or terrorism-financing risk or economic and trade sanctions risk.
- 13.2 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.

13.3 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.

14 Retention of Your Records

14.1 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.

15 Closing of Account

15.1 You can close the Account at the Branch by providing written notice in the form and substance acceptable to us and settling all outstanding amounts (principal, interest and any other costs) if any, due to us.

15.2 Notwithstanding anything in these Terms and Conditions, we may close, withdraw, suspend or terminate the Account :

- (a) as we deem fit with prior notice to you;
- (b) if the Account is dormant for a continuous period of 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 you do not follow our instructions in connection with these Terms and Conditions or if in our opinion you do not comply with any applicable law;
- (d) if in our opinion the Account is not operated in a proper or regular manner;
- (e) if you 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.

15.3 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.

15.4 Upon the closure of the Account you must:-

- (a) pay all fees costs and amounts accrued on to date of closure, and will indemnify us accordingly;

- (b) return the Card immediately;
- (c) pay all fees, costs, taxes, duties, levies and amounts accrued up to the date of closure of the Account;
- (d) notify all merchants you have authorized to make direct debits on your Account of its closure. We are not liable to pay your merchants under your direct debit authority.

15.5 Our payment obligation to you for any money or credit balance in the closed Account is discharged by returning the monies to you in such mode and manner as we select, which includes sending a cheque or draft by ordinary post to your last known address in our record.

16 Right of Set-Off and Consolidation

16.1 In addition to any general right of set-off under law or any other agreement, you agree that we may in our absolute discretion, combine, consolidate or merge all or any of your accounts (whether current, deposit, loan or otherwise) with us, whether singly or jointly with any other persons. You authorise us, after giving you 7 days' notice, to set-off or transfer any sums standing to the credit of any such accounts, including the Account (whether matured or not) ("the Deposits") in or towards the satisfaction of your liabilities to us under these Terms and Conditions or under any other agreements or in any other respect, whether such liabilities are present or future, actual or contingent, primary or collateral, and several or joint ("the Liabilities").

16.2 Upon the issuance of the notice mentioned in Clause 16.1, 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.

16.3 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.

16.4 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.

16.5 If there is a shortfall between the amount due and the amount so 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.

16.6 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 sale, assignment, transfer, mortgage, charge or other dealing will be void.

17 UOB 121 Phone Banking Service Terms and Conditions

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 these Terms and Conditions. You can view the UOB 121 Phone Banking Service Terms and Conditions at www.uob.com.my.

18 UOB Personal Internet Banking Terms and Conditions

In addition to these Terms and Conditions, if you request for our services through UOB Personal Internet Banking, 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.

19 No Set-Off or Counterclaim by Accountholder

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.

20 Costs and Expenses

- 20.1 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.
- 20.2 We shall have the right to debit the Account with all costs, expenses and legal fees incurred or payable by you to us pertaining to the Account.
- 20.3 We have the right to apply any payment we receive from you to satisfy all costs, charges and expenses in such proportion and such order of priority as we think fit, 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 this Account.

21 Amendments

- 21.1 We can at any time at our absolute discretion, vary, add to, delete or amend these Terms and Conditions by giving you 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 Branch, or in any manner that we choose.
- 21.2 If you do not accept the amendments, you must close the Account within 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.
- 21.3 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.

22 Disclosure of Information

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:-

- (a) any one or more members of the Group (being our branches, agencies, representatives, officers, affiliates, associated or related corporations and their respective officers servants agent whether in Malaysia or elsewhere) for any of the following purposes:-
 - (i) providing you with banking services;
 - (ii) reporting;
 - (iii) data matching;
 - (iv) improving and furthering the provision of other services by us;
 - (v) fraud or crime prevention;
 - (vi) investigating, preventing or otherwise in relation to money laundering 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;
- (b) 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 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;
- (r) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over us;

- (s) any of the Authorised Signatory or your directors.

23 Compliance with Court Orders

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.

24 Data Protection

- 24.1 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.
- 24.2 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.
- 24.3 In the event you provide Personal Data relating to third parties, including data relating to your next-of-kin and dependents, for the purpose of opening or operating the 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:-
 - (ci) that we may collect or verify their personal and financial data with third party sources;
 - (cii) that we may disclose their personal data to classes of third parties described in our Privacy Notice;
 - (d) agree to ensure that the personal and financial data of the said third parties is accurate;
 - (e) agree to update us in writing in the event of any material change to the said personal and financial data; and
 - (f) agree to our right to terminate these Terms and Conditions should such consent be withdrawn by the said third parties.
- 24.4 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.

- 24.5 Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to the Group (whether in or outside Malaysia), you agree that 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) with our merchants and strategic partners where your express prior consent has been obtained.
- 24.6 You may choose not to receive any direct marketing materials from 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.
- 24.7 You acknowledge that certain communications such as Statement of Account and our websites contain standard information regarding our other products and services that cannot be removed without affecting the delivery/provision of our services and/or products, the operation of your Account and/or facilities with us, and/or without imposing additional costs to you.
- 24.8 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, UOB Call Centre, 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.

- 24.9 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.
- 24.10 Please note that if you subsequently withdraw your consent to process your Personal Data as given earlier to us, as we will not be able to process and/or disclose your Personal Data in relation to the purposes set out in the Privacy Notice, we will have the right to not provide or discontinue the provision of any product, service, Account and/or facilities that is linked to such Personal Data.
- 24.11 We reserve the right to amend this clause from time to time at our sole discretion and shall provide prior notification to you in writing and place any such amendments on our websites or by placing notices at the banking halls or at prominent locations within our branches or by such other means of communication deemed suitable by us.

- 24.12 This clause shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of data.

25 Compliance with FATCA

- 25.1 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.

- 25.2 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.

- 25.3 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 25, and that you will secure such consents and waivers in advance of providing similar information to us in the future.

- 25.4 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.

- 25.6 We or any member of the Group, may take whatever action we consider appropriate to meet any obligations, either in Malaysia or elsewhere in the world, relating to the prevention of tax evasion. This may include, but is not limited to, investigating and intercepting payments into and out of your account(s) (particularly in the case of international transfer of funds), investigating the source of or intended recipient of funds, sharing information and documents with domestic and international tax authorities and withholding income from your account(s) and transferring it to such tax authorities. If we are not satisfied that a payment in or out of your account(s) is lawful, we may refuse to deal with it.

- 25.7 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.

- 25.8 This Clause 25 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 25 shall be without prejudice to any other clause in these Terms and Conditions which provides for the request for information or disclosure of data.

26 Notices and Communication

- 26.1 We can at our absolute discretion deliver any Statement of Account, notice or communication to you in any of the following manner by:-
- (a) electronic mail to your last known e-mail address in our records;
 - (b) post (registered, AR registered, ordinary or otherwise) or delivered by hand or left at your last known address in our records;
 - (c) displaying the notice at the Branch;
 - (d) posting the notice or communication on our official website at www.uob.com.my;
 - (e) way of advertisement or general notice in a daily newspaper;
 - (f) radio or television broadcast or any other form of media communication;
 - (g) facsimile to your last known facsimile number in our records.
- 26.2 The notice or communication will be deemed to have been received by you on the day it was so delivered, on the day following such posting or on the day such display, publication or broadcast was made.
- 26.3 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.
- 26.4 Changes in contact details:-
- (a) You agree to notify us immediately on any changes of your correspondence/ mailing or residential address and your contact information (“Information”).
 - (b) If you do not inform us of any change in your Information, you agree that we may at our absolute discretion, rely on:-
 - (i) any address and/or contact information stated in the application form or as reflected in our records; or
 - (ii) any address and/or contact information we obtain from any communication purportedly issued from you to us.
 - (c) Any failure by you to notify us of a change in your Information resulting in the delay or the non-delivery of any Statement of Account, correspondence and/or notice will not prejudice our rights and entitlements under these Terms and Conditions.

27 Service of Legal Process

The service of any writ or summons or any other legal process in connection with a claim arising from or connected with this Account can be effected on you by way of ordinary mail sent to your address last known to us. Such service shall be deemed good and sufficient service on you on the day following such posting, even if it is undelivered or returned.

28 Circumstances Beyond Our Control

If we are unable to perform any of our obligations under these Terms and Conditions, or carry out any operations or provide any service due to any reason beyond the our control, including:-

- (a) fire, earthquake, flood, epidemic, natural disaster, accident, riot, civil disturbances, industrial disputes, acts of terrorism, embargo, war, act of God;
 - (b) any failure or disruption to telecommunications, internet, electricity, water, fuel supply; or
 - (c) any circumstance in the nature of a force majeure (an unforeseeable event that prevents us from performing our obligations under these Terms and Conditions,
- we will not be in any way liable for any failure of performance or for any inconvenience, loss, injury, and damages suffered or incurred by you directly or indirectly as a result.

29 Indemnity

You shall indemnify us and all of our servants, employees, nominees, directors and agents for all losses, costs, damages, embarrassment, claims and expenses, including legal fees and costs (on an indemnity basis), howsoever suffered or incurred by us (other than such losses, costs or damages arising from the wilful misconduct, employees and agents) including, without limitation:-

- (a) acting or carrying out any Instructions purportedly given to us pursuant to these Terms and Conditions whether or not such Instructions are unauthorised, inaccurate or incomplete;
- (b) in the performance of our functions as banker for you including (but not limited to) as collecting a cheque, bill, note, draft, dividend warrant or other instrument presented for collection
- (c) in connection with our preservation or enforcement of our rights under these Terms and Conditions or as a result of any non-compliance of these Terms and Conditions or of such other applicable terms and conditions by you;
- (d) in connection with any action taken by any party against you or any Account(s) for any reason whatsoever including but not limited to any unlawful, fraudulent, negligent or unauthorised use of the Account;
- (e) in connection to any involvement by us in any proceedings of whatever nature for the protection of or in connection with the Account;
- (f) in connection with the compliance by us with any existing or future law or regulation or official directive in respect of any of these Terms and Conditions;
- (g) arising out of or in connection with these Terms and Conditions;
- (h) arising out of or in connection with any taxation laws or regulations of any country having jurisdiction over us.

30 Waiver

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

31 Severability

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

32 Preservation of Right and Entitlement

Our rights and entitlements under these Terms and Conditions will survive any cancellation, revocation or suspension of the use of the Account.

33 Assignment

- 33.1 These Terms and Conditions are binding and ensure to our benefit and you and your respective successors in title and permitted assigns. These Terms and Conditions shall continue to be binding on you regardless of:-
- (a) any change in our name or constitution; or
 - (b) our consolidation or amalgamation into or with any other entity, and in such event such entity shall thereupon substitute us in relation to these Terms and Conditions and these Terms and Conditions shall continue in force as between you and such entity.
- 33.2 You shall not, without our prior written approval, in any way assign, transfer or charge to any third party whether by security or otherwise your rights and obligations under these Terms and Conditions.

34 Governing Law

These Terms and Conditions will be governed by and construed in accordance with Malaysian law and you irrevocably:-

- (a) submit to the non-exclusive jurisdiction of the courts in Malaysia;
- (b) waive any objection on the ground of suitability of venue, jurisdiction, or any similar ground; and
- (c) consent to service of process by ordinary mail or in any other manner permitted by these Terms and Conditions and/or any relevant laws.

35 Successors Bound

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

36 Perbadanan Insurans Deposit Malaysia (PIDM)

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