

## TERMS AND CONDITIONS GOVERNING ISLAMIC ACCOUNTS AND SERVICES (Individual Customers) (Effective Date: 20 September 2022 )

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

### TABLE OF CONTENTS

<b>Part A. Introduction</b>	<i>page</i>		<i>page</i>
1. These Terms	2	23. Our Security, Right of set-off and consolidation	14
		24. Cost and Expenses	14
<b>Part B. Shariah Contracts</b>		25. Amendments	14
2. Qard	2	26. Data Protection	14
3. Tawarruq	2	27. Compliance with FATCA	15
		28. Service of Legal Process	16
<b>Part C. Operating the Accounts</b>		29. Circumstances Beyond Our Control	16
4. Deposits	3	30. Indemnity	16
5. Withdrawal	5	31. Waiver	17
6. Instruction	6	32. Impairment of Terms	17
7. Fees and Charges	7	33. Preservation of Right and Entitlement	17
8. Inactive / Dormant Account / Unclaimed Moneys	7	34. Cumulative Remedies	17
9. Closure / Suspension / Termination of Accounts	8	35. Change in Constitution	17
		36. Assignment	17
<b>Part D. General Services</b>		37. Applicable Law and Proceedings	17
10. Debit Card	9	38. Perbadanan Insurans Deposit Malaysia (PIDM)	17
11. UOB Visa / Mastercard Cardmember Agreement	9	39. General Construction and Interpretation	17
12. UOB Phone Banking Service Terms and Conditions	9	<b>Part G. Terms For Specific Accounts and Services</b>	
13. UOB Personal Internet Banking and Mobile Services	9	40. Profit / Hibah	18
14. Cheque / Cheque Books	9	41. Monthly Average Balance	18
		42. Savings Account	18
<b>Part E. Communication, Statements and Records</b>		43. Current Account	20
15. Notices and Communications	10	44. Fixed Deposit Account	21
16. Statements and Records	10	<b>Part H. Meaning of Words</b>	22
<b>Part F. General</b>			
17. General Representations and Warranties	11		
18. Financial Crime Representations and Warranties	12		
19. Disclosure of Information	12		
20. Our Agents	13		
21. Information Request	13		
22. Payment Responsibilities	13		

**PART A. INTRODUCTION**
**1. These Terms**

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

**PART B. SHARIAH CONTRACTS**

Any Deposit made into the Account shall be placed on the basis of Shariah contract of *Qard* (loan) or *Tawarruq* (monetization). However, you agree that we may and subject to Shariah requirements, due to (inclusive but not limited to) any change of laws and regulations, change the underlying Shariah contracts of the Account(s), by giving twenty-one (21) calendar days' notice to you, either through your Statement of Account or by posting on our official website at [www.uob.com.my](http://www.uob.com.my) or at our branches, or in any manner that we choose and deem fit.

**2. Qard**
**2.1 Islamic Contract of Qard**

- Under the contract of *Qard* (loan), you as lender, Deposit with us as borrower whereby under the loan contract we have the right to utilise any all or any part of the Deposit in the Account for our Shariah compliant activities and transactions.
- We may, reward you with *Hibah* (gift). Such *Hibah* granted in the past or to be given is not construed as an indicative or prospective rate of return, a guarantee or a binding promise that *Hibah* (gift) will be granted to your Account.
- Subject to these Terms, we as borrower guarantee payment of the whole sum standing to the credit of the Account upon demand.
- We as borrower are entitled to any benefit or revenue gained from the amount of money borrowed.

**3. Tawarruq**
**3.1 Islamic Contract for Tawarruq**

The *Tawarruq* (monetisation) arrangement, consist of two sale and purchase contracts. The first involves the sale of Commodity from you to us on a deferred basis. Then followed by us selling the Commodity to third party on cash and spot basis.

**3.2 Commodity Trading**

In line with Clause 3.1, the commodity trading transaction shall involve the following steps:

- You shall purchase Commodity at price equivalent to your Deposit amount from commodity suppliers ("**Purchase Transaction**"),
- You will then sell the Commodity to any buyer or to us at the Selling Price (which include the agreed Profit calculation) based on *Murabahah* (cost plus sale) ("**Sale Transaction**") payable in cash on the agreed tenure or maturity date.

3.3 You acknowledge that when we are unable to execute the Commodity Trading on the same day, it will cause your Deposit to be held by us on incidental *Qard* (loan).

3.4 The Commodity used for the Purchase Transaction and Sale Transaction is Crude Palm Oil (CPO) or any other approved Commodity posted on our official website at [www.uob.com.my](http://www.uob.com.my) or at our branches.

3.5 The above Purchase Transaction and Sale Transaction are evidenced by ownership certificates or internal records retained by us and available for your viewing if required. The transactions will be executed in sequence, and in the absence of your prior request as described in Clause 3.10 below under the dual *Wakalah* (agency) arrangement you are deemed to have authorised us to proceed with the Sale Transaction without any further notice to you.

**Wakalah Appointment (Agent)**

3.6 For the purpose of Commodity Trading in Clause 3.2, you agree to appoint us as your Agent under dual agency arrangement for the following purposes:

- buying Commodity from suppliers and selling the Commodity to buyers on your behalf during the Purchase Transaction,
- selling the Commodity on your behalf to any buyer or to us as a principal buyer at a Selling Price based on *Murabahah* during the Sale Transaction, and
- following your initial appointment of us as your Agent, every subsequent new Deposit placement or renewal of Deposits for a new tenure shall constitute our new appointment as your authorised Agent to do as stated in Clause 3.6(a) and (b) above.

3.7 As your agent, we shall:

- act in good faith in conducting the Commodity Trading,
- be authorised to delegate the rights and duties as Agent to any third party to do all acts necessary for the completion of the required Commodity Trading, and
- enter into the Commodity Trading in your name on a fully undisclosed basis.

3.8 Our appointment is limited to the Commodity Trading and we will not assume, or be deemed to have assumed, any additional obligations or any special relationship with you other than those for which specific provision is made in these Terms.

3.9 You shall not revoke our appointment as your Agent as long as your Account remains available. Our appointment as your Agent shall cease immediately upon closure of your Account.

**3.10 Delivery of Commodity**

- Each party acknowledges that the Commodity shall be capable of physical delivery. Any request for the physical delivery of the Commodity shall be made by providing us your prior written request during normal hour of Business day and provided that the Sale Transaction has not been performed
- If you intend to take physical delivery of the Commodity with prior notice to us, arrangements for the delivery is to be made directly with Commodity Platform provider or Commodity trader subject to the fulfilment of their terms and conditions for such delivery including any arrangement for logistics, insurance and other applicable costs.
- In the event you decide to take physical delivery of the Commodity, we will not be able to perform the Sale Transaction. Hence, no profit will be paid to your Account.

- 3.11 **For Savings & Current Account**
- (a) For savings and current Account based on *Tawarruq* arrangement, the tenure (in days) is computed from your Deposit placement day (Tenure Effective Date) to the month end (Tenure Expiry Date). The Tenure Effective Date shall be:-
    - i) Day 1 after the Tenure Expiry Date; or
    - ii) On Account opening date; or
    - iii) Where there is net Deposit (after deduction of your withdrawals) on any particular day.
  - (b) Net Deposit Amount is calculated from your total Deposit less your total withdrawals for the day which resulted in a positive Deposit position in your Account.
  - (c) Accrued Profit that is credited on the Tenure Expiry Date is considered as settlement of remaining Selling Price (after your withdrawals) for sale transaction(s) that has been contracted earlier during the tenure.
  - (d) Upon any Deposit made in your account that results in a Net Deposit position, we as your appointed agent will purchase the Commodity as follows:
    - (i) Commodity Trading will be done on a daily basis during trading days from Mondays to Sundays with our Commodity Platform or appointed Commodity brokers;
    - (ii) Commodity Trading shall be performed based on your end-of-day Account balance on each start of the month or any subsequent Net Deposit on any single day for the value maturing at the end of the month;
    - (iii) The Purchase Price based on your Deposit amount shall exclude any cheque floats;
  - (e) For Account where Net Deposit is subjected to an agreed minimum balance, the following applies:
    - (i) Commodity Trading will only be transacted once your end-of-day balance on the start of the month is equal to or more than the agreed minimum balance;
    - (ii) If Commodity Trading is transacted on the start of the month, the Profit will only be paid based on the lowest balance throughout the month;
  - (f) Any amount paid by us in excess of your Deposit amount before the completion of the Commodity Trading is deemed as *Hamish Jiddiyah* (Security Deposit) to secure our undertaking as your agent to complete the Commodity Trading on your behalf. Once Commodity Trading is performed, the security deposit becomes part of payment of the Profit due to you.
- Profit Rate/Profit Payment:**
- 3.12 **For Islamic Fixed Deposit**
- (a) Profit on the Islamic Fixed Deposit Account is paid based on the Profit rate as mutually agreed upon. The prevailing Profit rate is available at the branches or accessible through our website at [www.uob.com.my](http://www.uob.com.my). For any change of prevailing Profit rate, such change is displayed with notice at our branches or advertised by any other mode which we may deem fit and will be applicable for new placements.
  - (b) The calculation of Profit on the Islamic Fixed Deposit Account shall be based on the tenure of your deposit in the Islamic Fixed Deposit Account. The formula for the Profit calculation is as follows:  

$$\frac{\text{Purchase Price} \times \text{Contracted Profit Rate ("CPR")} \times \text{No. of Days}}{\text{number of days in a calendar year}}$$
- Note: the base number of days in a calendar year may vary depending on the currency*
- 3.13 **For Savings & Current Account**
- (a) Profit on the Islamic Savings and Current Account is paid based on the prevailing profit rate according to the individual product. The prevailing profit rate is available at the branches or accessible through our website at [www.uob.com.my](http://www.uob.com.my). For any change of prevailing profit rate, such change is displayed with notice at our branches or advertised by any other mode which we may deem fit and will be applicable for new placements.
  - (b) Commodity Trading will be conducted based on the following scenarios :
    - i. The start of each month based on your end-of-day account balance;
    - ii. Each new placement for a new Islamic Savings or Current Account;
    - iii. The Net Deposit Amount in your Account where your total Deposit for the day exceeds your total withdrawals or previous day account balances.
  - (c) The Commodity Trading will be conducted based on the highest profit rate tier according to each product, where applicable.
  - (d) Any withdrawal of your Deposit, either fully or partially, before the end of the month or placement tenure is subject to you granting us *lbra'* (Rebate). For products with tiered profit rate pricing, the difference between the highest profit tier rate and the prevailing rate is subject to you granting us *lbra'*.

## PART C. OPERATING THE ACCOUNTS

### 4. Deposits

#### Amounts

- 4.1 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.
- 4.2 If any minimum balance requirement applies to an Account:-
- (a) we may, but need not, act on any instruction or transaction or provide or allow the use of any Account or Service if by doing so, the Account balance would fall below the minimum balance required;
  - (b) and the Account is at or below the minimum balance:-
    - (i) we do not need to act on any instruction or provide or allow the use of any Account or Service (available for that Account);
    - (ii) we may charge a fee and debit this fee from the Account;
    - (iii) we do not need to pay Profit on the Account; and/or
    - (iv) we may close the Account.
- 4.3 A Deposit includes any deposit made in cash, electronic fund transfer, by telegraphic transfer or cheque or other instrument which is placed with us by any means including over the counter, at branches or through the use of any Service.
- 4.4 When you make a deposit :-
- (a) the deposit must be placed by such mode or manner as we prescribe from time to time, whether over the counter at the branches or through the use of any services as may be made available by us from time to time;
  - (b) you agree that all cash deposited may not be drawn on until it has been received by us and deposited into the Account in particular foreign currency cash deposits, will be subject to verification;

- (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.
- 4.5 We can refuse to accept a Deposit if:-
- the currency is not acceptable to us;
  - the payee's name is not identical to the account name;
  - the cheque or other instrument is payable to a third party or appears to belong to someone else;
  - it is beyond the cut-off time for us to accept deposit. The cut-off time shall be determined by us from time to time;
  - it is in a form of travelers cheque presented for deposit and/or collection unless they are accompanied by relevant documents in support of the commercial transaction which gives rise to the issuance of such cheque; or
  - it is made by mode which is not acceptable to us.
- 4.6 Deposit slips accompanying cash deposits are not valid receipts unless machine validated or initialled by our officer with the Bank's stamp. If the deposit slip contains error or omission we may amend the deposit slip and our amended version is conclusive for all purposes. You should keep transaction records so that you can verify entries in Statement of Account.
- 4.7 All cheques deposited are received by us solely as agent for collection, and we assume no responsibility for:-
- any non-payment or losses to you as a result of us being unable to collect the cheques, whether resulting from any payment restrictions or any laws or regulations of any country(ies) in which the cheques are cleared/collected; or
  - any strikes, or any default, neglect or insolvency of any correspondent or paying bank or any agent or sub-agent; or
  - any cause(s) beyond our control.
- 4.8 Deposits may not be transferred, assigned, pledged, charged or otherwise encumbered or given by way of security to any party except in our favour or with our prior written consent.
- 4.9 If we agree to accept a Deposit:-
- you must reimburse us with the required amount and we may debit the Account:-
    - if the actual amount received by us is less than the amount recorded as credited to the Account;
    - if the cheque, draft or other instrument to effect the Deposit is dishonoured;
    - if the correspondent paying bank, financial institution or any agent or sub-agent claims a refund or repayment of such amount for whatever reason (whether or not disputed); and
    - if required by any applicable law;
  - and if the amount recorded as deposited is different from the actual amount received, we may, revise any document relating to the Deposit including any deposit slip (whether machine validated or not) and your statements of account.
- Receipt of Deposit and Clearance**
- 4.10 When a deposit is made by cheque or other non-cash payment instrument, the value date will commence only upon actual receipt of the proceeds from the issuing bank. Any Confirmation Advice issued by us pursuant to the placement of the Deposit is subject to the cheque or payment instrument being honoured and the proceeds received by us, and until the proceeds are received by us, the Confirmation Advice will not be binding on us. If the cheque or the non-cash payment instrument is dishonoured, we reserve the right to cancel the purported placement and the Confirmation Advice will be void with immediate effect.
- 4.11 Clearance times for different types of Accounts, cash, cheques or other instruments may vary. If Deposits are made after the specified cut-off times, they may not be processed until the following Business Day.
- 4.12 We receive all cheques or other instruments solely as agents for collection therefore, we will not be responsible for any non-payment or Loss incurred in connection with the cheque or other instrument.
- 4.13 We will not assume any responsibility for any delay, non-payment or Losses to you if we cannot collect for any reason including:-
- payment restrictions being imposed by any law, regulation and practice of the country from or through which payment is made or which apply to you;
  - any strike, default, neglect or insolvency of any correspondent or paying bank or financial institution or any agent or sub-agent; and/or
  - any cause beyond our control.
- Dishonoured Cheque**
- 4.14 If you request for a dishonoured cheque to be returned, you agree that we may (even though we are not obliged to do so) return it by any means we select, at your risk and expense. We reserve the right to debit or revise such credited amount from the Account if:-
- the cheques, drafts and such other payment instruments to effect the Deposit is dishonoured;
  - in the event that the payment received by us on such cheques, drafts and such other payment instruments is less than the amount credited into the Account; or
  - even after we received 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.
- Collection Points**
- 4.15 You must not Deposit cash or bearer cheques into cheque collection boxes or machines. If a Deposit is made this way, it is made at your own risk and we will not be responsible for any Loss incurred as a result.
- Pledge of Deposits**
- 4.16 No moneys in any Account may be transferred, assigned, pledged, charged or otherwise encumbered or given as security to any one and you undertake not to do so except to us or with our prior written agreement.
- 4.17 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 Account holders and to pay such proceeds in accordance with these Terms if such proceeds are received by or deposited with us in relation to the Account.
- 4.18 You consent and authorise the Bank to utilise any moneys in the Account which are pledged to or earmarked by the Bank in any manner and for any purpose which are for Shariah compliant purposes.
- Accounts In Trust**
- 4.19 If the Account opened in your name is "in trust" or "as nominee" (or having similar meaning), you agree and represent to us that:-
- you are authorised to open and deal with the Account and transact with us;
  - you will operate and deal with the Account solely for the benefit of the beneficiary to the Account and according to the terms of the trust or nominee arrangement and any applicable law;

- (c) we do not have to enquire into your operation of and dealings with the Account or whether it is according to the terms of the trust or nominee arrangement and any applicable law; and
- (d) you will indemnify us against any Loss in respect of the operation of and dealing with the Account.

## 5. Withdrawal

- 5.1 Withdrawals from the Account must be made in the mode or manner and such terms and conditions as we may set from time to time. Any particular mode or manner of withdrawal may be changed or terminated by us at any time, upon notice to you.
- 5.2 The minimum withdrawal amount per transaction shall be determined by us.
- 5.3 You can make withdrawals from the Account in the following manner:-
- (a) using the Debit Card at the ATM and/or EFTPOS (for Account in RM);
  - (b) over the counter at any of our branches with or without the use of the Debit Card, provided that such withdrawal must be made by you in person and where necessary with the withdrawal form completed and signed. We have the rights to require proof of your identity, and can refuse the withdrawal if your signature and identity have not been verified to our satisfaction, or for any other reason we deem fit;
  - (c) the UOB Phone Banking Services offered by us;
  - (d) through UOB Personal Internet Banking; or
  - (e) any other method as may be determined by us from time to time.

### When You Make A Withdrawal

- 5.4 You are responsible to ensure:-
- (a) all withdrawal are made according to the mode, manner and on conditions we specify for the Account including using the required Account withdrawal forms;
  - (b) all withdrawal Instructions are accurate and complete;
  - (c) you give us all documents and information we may need to act on the withdrawals;
  - (d) there are sufficient funds in the Account for all withdrawals and that the Account on which cheques are drawn is not closed or changed;
  - (e) the payment of cheque is not stopped;
  - (f) withdrawal instructions are not varied or cancelled;
  - (g) you act in a manner that would prevent, and not facilitate or cause, any alteration or forgery or use of counterfeit or mutilated cheques; and
  - (h) withdrawal Instructions are not made by the use of erasable ink or typewriters or other equipment with built-in erasure features, or by the use of cheque writers or franking machines;
- 5.5 All Instructions to withdraw are irrevocable and binding on you. You acknowledge that you will be liable for all withdrawals including withdrawal Instructions:-
- (a) regardless of whether the Account is in credit or otherwise;
  - (b) where the signature on the face of it appears to be similar to the signature in the operating mandate;
  - (c) where the Authorisation on the face of it appears to be similar to the Authorisation in the operating mandate;
  - (d) in respect of a passbook Account, made by someone who produces the passbook together with instructions which appear to be signed in accordance with the operating mandate; and
  - (e) given using an ATM or any Service.
- 5.6 We may:-
- (a) refuse to act on any withdrawal Instruction:-
    - (i) which is not made according to the mode, manner or conditions specified for the Account;
    - (ii) if we do not receive all documents and information we need to act on the withdrawal including any identification document;
    - (iii) if the funds in the Account are insufficient;
  - (b) if we receive multiple withdrawal Instructions, determine the order in which to deal with the Instructions without referring to:-
    - (i) the date of Instruction was executed;
    - (ii) the time of our receipt of the Instruction; or
    - (iii) you or any Authorised Person.

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

### Foreign Currency Withdrawals

- 5.8 Withdrawal will be subject to:-
- (a) minimum amount per transaction as determine by us;
  - (b) payment by you of applicable fees; and
  - (c) any other conditions as we may impose which deem necessary, and paid by means of transfers, cable payments, telegraphic or electronic transfer, or by issuing drafts or in any other mode or manner we may decide.

- 5.9 All withdrawals as stated in clause 5.8 made over the counter must be in Ringgit Malaysia regardless of whether the Account is denominated in Ringgit Malaysia or not.

### Telegraphic Transfer

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

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

### Standing Payment Instruction

- 5.12 You may apply to set up direct debit or regular/periodic payments if permitted for the Account. We may, by informing you in writing, cancel or stop the direct debit or regular/periodic payment arrangement if the arrangement no longer complies with the terms of the payment authority signed by you or if required by law.



- Stopping A Withdrawal**
- 5.13 (a) Withdrawal Instructions cannot be varied or cancelled if we have acted on them. We will try to stop a transaction when instructed but we will not be responsible for any loss you incur if we cannot do so;
- (b) Cheque or cashier's order: if you want us to dishonour any cheque or cashier's order you must give us written Instructions. We will try to stop a cheque or cashier's order but we will not be responsible if there is not enough time to act or if the cheque or cashier's order has already been honoured.
- The clearance times for different types of Accounts, or the mode or manner in which withdrawals may be made; may vary. If withdrawals are made after the cut-off times we specify, they may not be processed until the following Business Day.
- Fees**
- 5.14 A fee will be payable on each cheque returned or on any withdrawal or payment Instructions including GIRO or standing order Instructions rejected due to insufficient funds.

## 6. Instruction

### Operating Mandate

6.1 All instructions given by you or any Authorised Person are irrevocable and binding on you.

6.2 To operate or use any Account or Service, you must give us:-

- (a) all information about yourself and all Authorised Person; and
- (b) the operating mandate which sets out who has the authority to operate the Account or Services:-
- (i) if you have appointed more than one Authorised Person; and
- (ii) if the Account is a joint Account.

### Change of Operating Mandate

6.3 You must give us Instructions in writing when you want to change or cancel the operating mandate or when you or any Authorised Person wants to change any signature. We are entitled to a reasonable period of time, of not less than seven (7) Business Days from receipt to process the change or cancellation after we have accepted your Instructions.

6.4 We may act on the operating mandate that is currently in force:-

- (a) while the change of operating mandate is being processed; and
- (b) if any cheque or other instrument is dated before, but presented after we have processed the change of mandate unless you instruct us to stop payment on it.

### Forms of Instructions

6.5 Although you or the Authorised Person must give us instructions in writing, we may accept Instructions given in any other manner such as by facsimile, orally, telephone, through our UOB Personal Internet Banking, or Services provided we have received such documents as we may require for Instructions to be given in such a manner.

### When You Give Us Instructions

6.6 You are responsible for:-

- (a) the accuracy and completeness of all Instructions;
- (b) ensuring that your Account has sufficient funds for us to carry out any Instruction;
- (c) making sure that you and each Authorised Person:-
- (i) only use the same signature for all Accounts;
- (ii) follow our Instructions in connection with the Accounts and Services and comply with all Applicable Laws; and
- (iii) give us all information and help we may need for us to comply with our obligations under all applicable laws in any matter relating to your Account and use of the Services.

6.7 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:-

- (a) we are unable to verify your identity or the identity of any Authorised Person to our satisfaction;
- (b) we have any doubt on the authenticity, clarity or completeness of the Instructions;
- (c) 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;
- (d) the Instructions is not in accordance with the mandate for the time being in effect in respect of the operation of such Account;
- (e) we believe or suspect that the instructions are unauthorised fraudulent or forged;
- (f) the signature on the instructions differs from the specimen signature in our records;
- (g) it results in the Account being overdrawn;
- and we shall not be liable to you as a result of such refusal.

6.8 Notwithstanding the above, we may:-

- (a) act on any Instruction we believe in good faith has been given by you or any Authorised Person according to the operating mandate;
- (b) act on incomplete or unclear Instructions if we reasonably believe we can correct the information without referring to you or the Authorised Person. Otherwise, we may refuse to act on incomplete or unclear Instructions;
- (c) if we receive conflicting or multiple Instructions, determine the order of acting without referring to you or the Authorised Person;
- (d) from time to time specify additional conditions for accepting Instructions;
- (e) at any time change or implement new security procedures or features we may think are necessary; or
- (f) require you or any Authorised Person to confirm any Instruction in any manner we think is necessary.

### Death

6.9 Any cheque or other instrument presented or any Instruction received after we have notice of your death or an Authorised Person's death will not be honoured or acted upon regardless of the date of the cheque, instrument or Instruction.

### Bankrupt or Incapacitated

6.10 If you become bankrupt or lack capacity, we may freeze or suspend operations on the Account and refuse access to the funds in the Account without being responsible for any Loss thereby incurred by you, your successors or anyone else, until we receive to our satisfaction, evidence of the person(s) who have the legal authority to operate the Account.

### Joint Accounts

6.11 For joint account, we shall act in accordance with your written mandate unless we:-

- (a) receive ambiguous instruction in connection with the Account;

- (b) prior to acting on the instruction from an Account holder, receive contradictory instruction from another Account holder;
- (c) become aware of any dispute;
- (d) receive instructions in connection with the closure of a joint account; or
- (e) in any other circumstances as we deem appropriate;

whereupon we shall be entitled to decline to act and to insist to act only on the instructions of all the Account holders. In all and any of the cases set out in this Clause, we shall have no liability to any of the Account holders for so acting or refusing to act.

- 6.12 If the Account is opened or maintained in the name of more than one person:-
- a) each Account holder agrees to be jointly and severally bound by these Terms;
  - b) we shall act on your instructions in accordance with the written mandate that you give us and each Account holder shall be jointly and severally liable for all transactions arising from such instructions;
  - c) if the account mandate is for any one Account holder 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 Account holder 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 Account holder.
  - d) subject to the terms in this document, we shall act on instructions (whether oral or written) from you in accordance with the written mandate that you give us including but not limited to honouring of cheques and instruction to stop payment;
  - e) cheques, bills of exchange, drafts, promissory notes, deposits and all other payment instruments made payable to any one of the Account holders can be deposited into the Account; and
  - f) 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 Account holders in whose name the Account is opened or maintained. In relation to Fixed Deposit Account, it is irrespective of whether it has matured or not.

None of the Account holders 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 Account holders.

- 6.13 We will only send one notice or communication to the mailing address specified by the Account holders in writing in accordance with the mandate for the time being in effect in respect of the Account, and this notice or communication shall be deemed to have been sent to all Account holders.

- 6.14 If the Account is opened jointly with a minor below the age of eighteen (18) years, you agree that upon the minor attaining the age of eighteen (18) years, you together with the minor shall jointly furnish the new mandate for the operations of the Account. Until a new mandate is received by us, the existing mandate shall continue to operate.

#### **Death of Joint Account Holder**

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

- 6.16 On the death of any joint Account holder:-
- a) we may suspend or freeze the Account without being liable to each of the Account holders; and
  - b) we are authorised to hold any monies in the Account to the instruction of the surviving Account holder 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 Account holder pursuant to Clause 6.15 shall be binding on each of the Account holders and their respective personal representatives.

- 6.17 The surviving Account holder may withdraw or instruct us to transfer to any account(s), the credit balances in the Account, and after we have acted in accordance with the instruction of the surviving Account holder, it shall constitute a valid and complete discharge of our obligations in relation to the Account.

- 6.18 Where the Account is opened jointly with a minor below the age of eighteen (18) years, by the parent of the minor, the parent or the legal guardian shall be the primary Account holder. In the event of the primary Account holder's death before the minor attains the age of eighteen (18) years, the Account shall be frozen and matters pertaining to the Account shall be referred to the personal representative of the primary Account holder's estate.

- 6.19 If any joint Account holder becomes bankrupt or lacks capacity, we may suspend or freeze the Account without being liable to you until we receive to our satisfaction evidence of the person(s) who have the legal authority to operate the Account.

## **7. Fees And Charges**

- 7.1 You may have to pay fees and charges for the use of the Account and such fees and charges may be amended from time to time including but not limited to the fee stated in Clause 7.2. The current rates on fees and charges are made available to you at our branches, official website at [www.uob.com.my](http://www.uob.com.my) or upon your request.
- 7.2 A fee is payable if the Account is closed within three (3) months of its opening. It will be deducted from the Account before monies in the Account is paid to you upon closure.
- 7.3 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.
- 7.4 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.
- 7.5 We may, from time to time, impose, vary or revise any fees and charges imposed on the Account by giving twenty one (21) Days' prior notice.

## **8. Inactive / Dormant Account / Unclaimed Moneys**

- 8.1 Account with no credit and/or debit transaction (other than credit and/or debit transaction conducted by us for the purposes of crediting profit / hibah 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.
- 8.2 An annual service fee shall be imposed and deducted from the Account so long as it remains dormant until the remaining credit balances are classified as unclaimed moneys. If the balance in the Account is equivalent or less than the annual service fee, we

may upon providing you with written notice, debit the entire balance in the Account as service charge and close the Account in accordance with the Applicable Laws.

8.3 For Account which has been classified as dormant pursuant to Clause 8.1, no credit and/or debit transaction (other than credit and/or debit transaction conducted by us for the purposes of crediting profit / hibah 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 8.4.

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

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

## 9. Closure / Suspension / Termination Of Account

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

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

- (a) as we deem fit with prior notice to you;
- (b) if the Account is dormant for a continuous period of twelve (12) months and the balance in the Account during that period is less than the minimum amount required or stipulated by us, with prior written notice to you. We will then debit the entire balance in the Account as service charge.
- (c) if in our opinion, you do not comply with any Applicable Laws;
- (d) if in our opinion, the Account is not operated in a proper or regular manner;
- (e) if you, or any joint Account holder, threaten to breach or you have breached any of these Terms or other terms and/or conditions applicable to you or any other agreement whether relating to the borrowing of funds or the granting of advances or credit or otherwise;
- (f) if you give us untrue, inaccurate, incomplete or misleading information;
- (g) if any representation, warranty or undertaking made to us by you is or will become incorrect or misleading in a material respect;
- (h) if you fail to pay on any due date any money which you should be paying to us or if you fail to discharge any obligation or liability owing to us;
- (i) if you pass away or become insane;
- (j) if you become bankrupt or insolvent or allow any judgment to remain unsatisfied for a period of twenty-one (21) Days;
- (k) if you commit any act of bankruptcy or are unable to pay your debts, as the case may be, or suspend your debts, as the case may be, or enter into any composition or arrangement with or for the benefit of your creditors, as the case may be;
- (l) if a petition is presented against you for bankruptcy;
- (m) if execution or any form of recovery or enforcement action is levied or taken against any of your assets;
- (n) if you transfer or dispose of or intend to transfer or dispose of a substantial part of your assets, as the case may be;
- (o) if in our opinion, there is any change or threatened change in:-
  - (i) circumstances which would materially and adversely affect your financial condition or your ability to perform your obligations under these Terms; or
  - (ii) your status as a Malaysian citizen or resident;
- (p) if a notice or proposal for the compulsory acquisition of any of your properties is issued or made under any law;
- (q) if any of your cheque is dishonoured;
- (r) if you are blacklisted pursuant to the DCHEQS guidelines or any guidelines issued by BNM or any other authority having jurisdiction over us;
- (s) if any of your accounts with us is re-designated or closed by us for any reason whatsoever;
- (t) if you fail to discharge any obligation or liability to us or to any other person;
- (u) if you commit a default in any financing, facility or similar arrangement with any person (including us) which gives the right to the creditor concerned (including us) to demand payment of the financing, facility or arrangement before its due date, to withdraw the financing, facility or arrangement, or to enforce the security for the financing, facility or arrangement;
- (v) if there is a default in the payment of any moneys under the account of any other person for whom you are providing security;
- (w) if there is any litigation (whether civil or criminal) arbitration or administrative proceedings pending, on-going or threatened against you;
- (x) if we suspect or have reasons to believe that the Account or any part of it is used for any unlawful activity;
- (y) if there is any investigation by the police or police organisation, governmental body or agency, anti-corruption commission or agency or regulators (in Malaysia or elsewhere) pending, on-going or threatened against you;
- (z) if you have been charged or convicted for any criminal offences or have any criminal records;
- (aa) if there is any report lodged against you under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (as amended from time to time);
- (bb) if your whereabouts are unknown to us;
- (cc) if you become a US Person; or
- (dd) if we decide that the continuation of the Account could likely be detrimental to our own position and our decision is final.

9.3 When any of the events in Clauses 9.1 and 9.2 above happens:-

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

9.4 You cannot use the Account for any unlawful activities. If we find, suspect or have reasons to believe that your Account has been or is being used for any unlawful activity, we may take any actions we consider appropriate in order for us to meet any obligation or requirement in Malaysia or elsewhere in the world in connection with the prevention of any unlawful activity including but not limited



to fraud, money laundering, terrorist activity, bribery, corruption or tax evasion or the enforcement of any economic or trade

sanction. The actions we may take include immediately closing the Account, making reports and taking such actions we may decide as appropriate.

- 9.5 Any closure or cancellation or suspension of the Account by us shall not entitle you to claim for any compensation against us for any losses or damages suffered or incurred by you whether as a direct or indirect result of such cancellation or suspension.
- 9.6 Upon the closure/cancellation of the Account, you must:
- pay all fees, costs, charges, expenses, taxes, duties, levies and amounts accrued up to the date of closure/cancellation of the Account;
  - return all unused cheques and the Debit Card immediately; and
  - 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.
- 9.7 If there is any payment obligation by us to you after closure or cancellation of the Account, we shall issue and send a banker's draft or cashier's order made payable to you by ordinary post to your last known address in our records, by electronic fund transfers, remittances or in such other manner as we deem fit. After we have acted in accordance with the above provisions, it shall constitute a valid and complete discharge of our obligations in relation to the Account.

#### **PART D. GENERAL SERVICES**

##### **10. Debit Card**

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

##### **11. UOB Visa / Mastercard Cardmember Agreement**

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

##### **12. UOB Phone Banking Service Terms and Conditions**

- 12.1 In addition to these Terms, if you request for our services through UOB Phone Banking Services, the Terms and Conditions Governing UOB Phone Banking Services will apply in addition to and not in substitution for these. You can view the Terms and Conditions Governing UOB Phone Banking Services at [www.uob.com.my](http://www.uob.com.my).

##### **13. UOB Personal Internet Banking And Mobile Services Terms And Conditions**

- 13.1 In addition to these Terms, if you request for our online application services through UOB Personal Internet Banking, the Terms and Conditions Governing UOB Personal Internet Banking and Mobile Services will apply in addition to and not in substitution for these Terms. You can view the Terms and Conditions Governing UOB Personal Internet Banking and Mobile Services at [www.uob.com.my](http://www.uob.com.my).

##### **14. Cheque / Cheque Books**

- 14.1 Where applicable, cheques will be supplied by us upon your request. Any fees including stamp duties payable on the cheques shall be charged to you and debited to the Account.
- 14.2 You are responsible to:-
- draw cheques in a proper manner. You shall draw or issue any cheque in a manner which may not facilitate alteration or forgery. The amount in words and figures should be written distinctly and in a way that leaves no space between words or figures or between the amount and the word 'Ringgit' or the 'RM' sign. Any space remaining after the amount expressed in words should be filled with either a line through the space or by writing the word "only";
  - count the number of cheque forms and examine the Account number and serial numbers carefully upon receipt of a cheque book. Any discrepancy or irregularity found must be reported to us immediately in writing;
  - notify us if you do not receive your cheque book within two weeks from the date of your request for the cheque book;
  - keep the cheque books and cheques safely and under lock and key at all times and take reasonable care to prevent loss/theft or unauthorized use of any cheque or cheque book;
  - inform us immediately in writing should any cheque books and cheque be misplaced, lost or stolen.
- 14.3 We may (but are not obliged to) verify a facsimile signature stamp against specimen facsimile signature stamp. Where you make use of facsimile signature stamps in drawing cheques, or other forms of withdrawals, or in any form of communication in breach of these Terms:-
- we reserve the right to refuse to pay such cheques and/or to disregard such request for withdrawal or other communication; and
  - we shall not be liable for any loss howsoever arising if we honour a cheque, or allow a withdrawal or act on any instructions, bearing a facsimile signature.
- "Facsimile signature" includes any facsimile signature impressed using a rubber stamp or other instrument.
- 14.4 You shall be liable for all transactions until we receive your notification of the loss or the theft of the cheque or cheque book and we are satisfied that you have not by your acts or omissions directly or indirectly caused or contributed to the loss/theft and that loss/theft is not due to your negligence, fraudulent act or default.
- 14.5 You shall:-
- make applications for cheque forms on the printed application forms or by written request, signed by you;
  - complete such forms as we may require for making payments into and withdrawals from the Account and ensure that after every payment, the deposit slip is machine validated or initialed by our authorised officer with our stamp before leaving the counter. We reserve the right to alter any incorrect items stated on the deposit slip. Records kept by us shall be final and conclusive as against you, unless there is an obvious mistake.

- 14.6 Alterations on cheques even though confirmed by the full signature of you will not be allowed. We will dishonour, without liability, all cheques with alterations without further reference to you.
- 14.7 We shall not be liable for paying on altered and/or forged cheques where the alterations and/or forgery were made possible by the use of erasable ink, pens or typewriters or any other equipment with built-in erasure features or by the use of cheque writers or franking machines or where the alterations and/or forgery cannot be easily detected or where you have acted or omitted to act in a manner so as to have facilitated such alteration or forgery or use of counterfeit or mutilated cheques.
- 14.8 We may refuse to pay cash on cheques made payable to a company, society, organisation, institution or any other form of business concern.
- 14.9 A service charge will be levied for any cheque returned due to insufficient funds regardless of any order countermanding payment of cheques. Such charges will be deducted from the Account

## **PART E. COMMUNICATION, STATEMENTS OF ACCOUNT AND RECORDS**

### **15. Notices And Communications**

- 15.1 Notices and communications to you will be sent in the mode and manner we deem appropriate to the last known address, facsimile and/or telephone/mobile phone number or electronic mail address in our records. We may also notify and communicate with you electronically via the Services, through the display of notices at our branches or on our ATMs or website or the Statement of Accounts we send to you.
- 15.2 Any notice, demand, request or communication (other than Legal Process) to you are effective :-
- if delivered by hand to your address as stated in the application form for the opening of the Account or such address last known to us, at the time of delivery;
  - if sent by post (registered, AR registered, ordinary or otherwise), to your address as stated in the application form for the opening of the Account or such other address last known to us on the third (3rd) Day (including the day of posting) from the date it is posted;
  - if sent by facsimile transmission, electronic mail, or short message system (SMS), at the time of transmission;
  - if displayed at our branches or on our ATM or posted on our website, on the date of display or posting;
  - if advertised in the newspaper, on the date of advertisement;
  - if broadcast via radio or television, on the date of broadcast; and
  - if communicated to you by insertion in any Statement of Account which we send to you, at the time it deemed received.
- Communication to Joint Account Holders**
- 15.3 Notices and communications when addressed to or received by any one joint account holder are deemed to be given to and received by all of you.
- When Your Notice and Communication to Us Is Effective**
- 15.4 Your communications to us are effective when actually received by us in a legible form.
- Recordings**
- 15.5 We may record Instructions and other telephone conversations with or without the use of a warning tone device and you agree that such recordings or their transcripts may be used as conclusive evidence of the Instructions and telephone conversations.
- Changes In Contact Details:-**
- 15.6 You must give us your identification and contact details so that we can send you notice and other communications in connection with your Account and the Services.
- 15.7 You must ensure that your identification and contact details are correct and up-to-date at all times. You must promptly inform us of any change to your name, correspondence, mailing or residential address, contact details and gives us reasonable time to effect the change.
- 15.8 If you do not inform us of any change in contact details, you agree that we may, rely on information stated in the application form or as reflected in our records or from any communication purportedly issued from you to us. Such failure on your part 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.

### **16. Statements And Records**

- Statements (Account Statements / Confirmation Advices) And Records**
- 16.1 We will issue a Statement of Account recording the transaction and balances in respect of the Account by ordinary mail at the end of every month or quarterly intervals or such other intervals as we deem fit.
- 16.2 If there is no activity in the Account, we may not send any statement. If you have opted for statements of account to be made available via electronic means, no statement will be sent by post.
- 16.3 Any request for additional Statement of Account must be made in writing to us and shall be subject to a charge as we deem appropriate upon such request being made. Such charge shall be debited from the Account.
- 16.4 If you have successfully enrolled for our eStatement service, a physical copy of the Statement of Account may still be sent to you upon your request subject to the payment of the prevailing charge to us.
- Joint Account**
- 16.5 When the Account is jointly held by more than one Account holder, we will only send one Statement of Account to the mailing address specified by the Account holders in writing, in accordance with the mandate for the time being in effect of the operation of the Account.
- 16.6 If you have a joint Account, each of the Account holders will be able to view the eStatement through the UOB Personal Internet Banking provided that the Account holder has successfully enrolled for eStatement service. For the Account holder who has yet to enroll for eStatement service, the Account holder will receive physical copy of the statement which will be delivered to the mailing address applicable to the Account as stated in our system.
- 16.7 Any of the Account holders may at any time choose to discontinue with eStatement service and in such case, that Account holder will receive physical copy of the statement which will be delivered to the mailing address applicable to the Account as stated in our system. The remaining Account holders who have successfully enrolled for eStatement service will continue receiving eStatement for the Account.

- 16.8 You should keep all transaction records to enable you to verify entries.
- 16.9 The date appearing on a transaction record may vary from the date appearing on the statement or confirmation advice as transactions completed after times or on non-Business Days may be processed at a later date.
- 16.10 For Islamic Fixed Deposit-i/ FD Plus-i, if there is no transaction for a particular quarter, no Statement of Account will be issued for that quarter.
- Confirmation Advice for Islamic Fixed Deposit-i/ FD Plus-i**
- 16.11 We will issue a Confirmation Advice for the placement or withdrawal of an Islamic Fixed Deposit-i/FD Plus-i in the Islamic Fixed Deposit-i/FD Plus-i account. With the exception of placements made over the counter, the Confirmation of Advice may be sent to you by ordinary mail.
- Your Responsibilities**
- 16.12 You must:-
- carefully check each and all your Account entries in the statement of account (physical or electronic) and confirmation advice for accuracy as soon as you received it;
  - monitor all your Account balances all the time and promptly notify us in writing of any error, omission, irregularity, discrepancy, inaccuracy, or unauthorised transaction in the statement of account within fifteen (15) Days from receipt of the same;
  - sign and return any confirmation slip, including those for auditing purposes; and
  - report to us as soon as possible if you did not receive the Statement of Account within fifteen (15) Days of the expected date of receipt.
- 16.13 If we do not receive a report of any objection within fifteen (15) days after the date of such statement, the confirmation advice or sixty (60) days in the case of electronic funds transfers, it is deemed that you have accepted the same to be correct.
- Reversal**
- 16.14 We reserve the right to adjust, reverse or cancel any entry into the Statement of Account or debit the Account at any such time if we:-
- need to correct any error or omission;
  - are required to return funds wrongfully credited into the Account; or
  - have not received cleared and unconditional funds in full or in time; and
- any Statement of Account so rectified shall be binding on you.
- 16.15 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.
- Retention of Your Record**
- 16.16 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.

## **PART F. GENERAL**

### **17 General Representations And Warranties**

- 17.1 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:-
- you have full capacity and authority to open, maintain, operate all Accounts and Services you currently have or may in future have with us, and to give us all Instructions in connection with the Account and Services and to accept and agree to these Terms;
  - no person other than you has an interest in the Account and all Accounts belong to you as principal and not as trustee, agent or nominee unless the Account opened in your name is "in trust" or "as nominee" (or having similar meaning);
  - you will not use any Account or Services for any unlawful activity;
  - except for any security or encumbrance created in our favour, no one else other than you, has or will have any beneficial or other interest in or security or other rights over any Account and/or over any asset (including cash) held by us for you;
  - you have not created any lien, charge, pledge, transfer, assignment or otherwise encumber the monies in the Account;
  - that there is no litigation (whether civil or criminal) arbitration or administrative proceedings, pending, on-going or threatened against you;
  - that you have not committed any act of bankruptcy and that no bankruptcy proceedings have been commenced or are being threatened against you;
  - 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;
  - that no Event of Default has occurred or is continuing;
  - 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;
  - 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;
  - your obligations under these Terms are valid, binding and enforceable and will not breach and are not against any agreement, Authorisation or Applicable Law;
  - that you are not aware of and have not intentionally withheld any information or fact which would cause us to refuse any Account or Services to you or result in or give rise to the opening of the Account, causing us to breach any Applicable Laws;
  - that you are not involved in any illegal and non-halal activities and all monies provided to us are not derived in any way from illegal and non-halal activities;.
  - that you are not:-
    - a national or resident of any country which is subjected to Sanctions; or
    - 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
  - except with our express written consent, no person has or will have any security or other encumbrances over the Account.

17.2 The above representations and warranties shall be deemed repeated whenever you give any Instructions in connection with the Account or Services.

## 18 Financial Crime Representations and Warranties

- 18.1 We shall be entitled to take all actions we consider appropriate for us to meet any obligation or requirement, either in Malaysia or elsewhere, in connection with the detection, investigation and prevention of financial crime including fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion or the enforcement of any economic or trade sanction ("Financial Crime").
- 18.2 You understand and agree that if any activities, conduct or circumstances you are involved in (directly or indirectly) may expose us to legal or reputational risk, or actual or potential regulatory or enforcement actions, we shall at any time, without giving any reason, have the right to immediately:-
- exercise all our rights stated in Clause 9.3;
  - close all accounts and terminate all services you have with us; and
  - make reports and take such other actions as we may deem appropriate.
- 18.3 You undertake that you will not initiate, engage in or effect a transaction (directly or indirectly) that may involve Financial Crime and agree to hold us harmless, indemnify us and keep us indemnified from and against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs (including, but not limited to, legal costs on a full indemnity basis), expenses and disbursements of any kind whatsoever which we may suffer or incur in connection with or arising from any breach by you of this undertaking.
- 18.4 You represent and warrant that you have not engaged in any activity or conduct or have not taken any action, directly or indirectly, that would violate any applicable anti-bribery and anti-corruption law, including but not limited to, the Malaysian Anti-Corruption Commission Act 2009 (the "MACCA"), the United Kingdom Bribery Act 2010 (the "UK Bribery Act") and the U.S. Foreign Corrupt Practices Act of 1977 (the "FCPA"). You further represent and warrant that you, to your best knowledge, are in compliance with the MACCA, the UK Bribery Act, the FCPA and similar laws, rules or regulations.

## 19. Disclosure Of Information

- 19.1 We have the rights to disclose details of our customers under the law, for example, the Islamic Financial Services Act 2013. Nevertheless under these Terms, you consent, authorise and agree that we (including our officers, employees, agents or any other persons to whom we grant access to our records, correspondence or any material relating to you or the Account) can disclose at any time, any information relating to you, your Account with us or the Account to the following:-
- any one or more members of the Group for any of the following purposes:-
    - providing you with banking services;
    - reporting;
    - data matching;
    - improving and furthering the provision of other services by us;
    - fraud or crime prevention;
    - investigating, prevention or otherwise in relation to money laundering or any other criminal activities;
    - debt collection;
    - outsourcing operations;
    - performance of duties as an officer of ours or in connection with the conduct of audit or the performance of risk management;
    - facilitating our performance or any member of the Group's functions;
    - compliance with the Group's policies, guidelines, directives or requirements;
    - corporate exercise; or
    - any Legal Process initiated by or served on us.
  - 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;
  - 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;
  - the police or any public officer conducting an investigation in connection with any offence including suspected offences;
  - other banks, financial institutions, credit bureau or credit reference agents (only for credit information) on you or any Authorised Person;
  - our auditors and professional advisors including lawyers and Shariah committee;
  - 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;
  - any receiver or manager and/or receiver or manager appointed by us or by any other party;
  - any credit bureau of which we are a member, and any other members and/or compliance committee of such credit bureau;
  - any rating agency, business alliance partner, takaful operator/insurer or takaful/insurance broker or direct or indirect provider of credit protection;
  - any actual or potential participant or sub-participant in relation to any of our obligations under financing agreement between you and us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) or any of them;
  - 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;
  - any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any member of the Group;
  - any person to whom we, or any member of the Group, are permitted or required to disclose to under the laws of any country;
  - any person connected to the enforcement or preservation of any of our rights under these Terms;
  - to any person who has agreed to provide or is providing security or Collateral for the Account or to us for sums payable and liabilities owing by you;
  - the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over us; or
  - 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.



- 19.2 In addition to the above, to effect any payment Instruction accompanying a wire transfer, you give us (including our agents and sub-contractors) consent to disclose:-
- (a) your name;
  - (b) your account number/unique reference number;
  - (c) your address;
  - (d) and any other information required in connection with the payment instruction.
- 19.3 We may but is not oblige to conduct bankruptcy or credit related searches from any credit reference agencies, database or system in relation to the Account before and at any time after opening of the Account provided you have consented to us carrying out such searches.
- 20. Our Agents**
- 20.1 We may use the services of any bank or agent in any location for collection or other banking services or transaction we provide. Such bank or agent is deemed to be your agent. We shall not be liable for such bank or agent's act or omission or loss, theft, destruction or delayed delivery of any instrument while in transit or in the possession of such bank or agent. All charges incurred by us, including but not limited to costs, expenses, disbursements, taxes, duties or levies, will be debited from your Account.
- 21. Information Request**
- 21.1 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 to those relating to anti-money laundering or anti-terrorism); and/or
  - (b) manage money-laundering risk, terrorism-financing risk or economic and trade sanctions risk.
- 21.2 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.
- 21.3 You declare and undertake to us that the processing of any transactions relating to the Account 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.
- 22. Payment Responsibilities**
- 22.1 We and the Group can act in any way we see fit, without consulting you beforehand, if we are served with a court order issued by a court of any jurisdiction. You agree that you will not hold us liable for any loss or damage in connection with our actions.
- Garnishee Orders and other Court Orders**
- 22.2 We may impose administrative charges and you must reimburse us for the costs of handling garnishee orders, injunctions or other court orders or proceedings relating to your Account or the moneys in the Account.
- Payment Responsibilities**
- 22.3 You are responsible for:-
- (a) making all payments under these Terms and any applicable term or condition such as bank charges, commissions, administrative charges, late payment charges and fees charged by any party (including ourselves, any other bank, financial or non-financial institutions, agents or contractors):-
    - (i) in connection with effecting any instruction or transaction for you or providing or performing any Service to or for you;
    - (ii) for handling garnishee orders, injunctions or other court orders or proceedings relating to your Account or the moneys in the Account;
    - (iii) to enable you to access the Account or use any Service (such as telephone charges or internet service provider's charges);
  - (b) ensuring that payments you make are free and clear of and without any deduction or withholding in respect of any tax or levy unless the deduction or withholding is required by law. If you are required by law to make deductions or withholdings, you must ensure that the amount we receive is equal to the amount payable in the absence of the deduction or withholding;
  - (c) services tax (by any name it is called) if applicable, on any payment made. You must reimburse us if we are required by law to collect and make payment in respect of the services tax;
  - (d) paying the late payment charges (at a rate we determine or prescribe by BNM) specified on:-
    - (i) all service charges;
    - (ii) the unutilised amount of any credit or financing facility granted by us;
    - (iii) other sums due and payable to us;
    - (iv) all Loss suffered or incurred by us for taking action to safeguard our position under these Terms; and
  - (e) ensuring that all payments to us are made in the currency in which they are due.
- Late Payment Charges**
- 22.4 You will also pay late payment charges on such balance or all sum you owe us but which you have not paid 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 has ceased or been terminated.
- Debiting Your Account**
- 22.5 We may debit your Account or any other account (including the balance on any overdraft account, where applicable) for all sums due and owing to us without affecting any other rights that we may have against you or anyone else under these Terms or by law, even if you may incur a loss of profit or *Hibah* or a reduction in the original Deposit amount due to bank charges or adverse rate movements.
- Avoidance of Payments**
- 22.6 Any assurance, security or payment which may be invalidated or set aside under any law relating to winding up or insolvency and any release, settlement or discharge given or made by us on the faith of any such assurance, security or payment shall not prejudice nor affect our rights to recover from you the monies hereby secured to the full extent under these Terms 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 is set aside under any Applicable Laws or proves to have been for any reason invalid.



## 23. Our Security, Right Of Set-Off And Consolidation

### Banker's Lien and Security

23.1 All your assets and Collateral deposited with us are subject to a banker's lien in our favour and held by us as continuing security for the discharge of your Liabilities. We may retain the Collateral (even if it means dishonouring cheques) until the Liabilities are paid.

### Right of Set-Off

23.2 Without limitation to any other rights we have, we may set-off any of your moneys against your Liabilities or enforce the lien or security in satisfaction of your Liabilities. Our right to set-off means, that if you have failed to pay us the amount you owe us on any Account and Services, you authorize us, after giving seven (7) days' notice to set-off, transfer or we can use the moneys in credit balance in any of your Accounts to reduce or pay the amount you owe us ("the Credit Balance").

23.3 If you breach any of these Terms or you default or do not pay any part of your Liabilities, you consent for us to deal with and sell any Collateral in the manner we deem appropriate (including selling the Collateral by public or private sale without any judicial proceeding) by giving prior notice to you before we do so. We will use the proceeds of the sale to pay the outstanding Liabilities including all costs incidental to the sale and if there is any shortfall, you must pay the Liabilities remaining unpaid on demand.

23.4 Upon the issuance of the notice mentioned in Clause 23.2 of these Terms, you agree that we have the right to earmark or to place a hold on the Credit Balance, prior to the setting-off and you shall not be entitled to withdraw any of the Credit Balance, without our prior written consent.

### Consolidation

23.5 In addition to any common law rights we have, we may without prior reference to you, combine or consolidate any number of your Accounts whether in Malaysia or elsewhere and held in single or joint names and under any style, name or form (including trade names of sole-proprietorships) and set-off credit balances (whether matured or not) in any one or more of the Accounts against any Liabilities.

23.6 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.

23.7 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 late payment charges 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.

23.8 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.

### No Set-Off Or Counterclaim by Account Holder

23.9 Until all monies owing are paid or discharged in full in respect of your Liabilities, 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.

## 24. Costs And Expenses

24.1 All costs and expenses including legal costs, charges and expenses incurred by us in connection with the Account, the enforcement or attempted preservation or enforcement of our rights under these Terms and any imposition of taxes under taxation laws or regulations of any country having jurisdiction over us, will be payable by you on demand on a full indemnity basis, together with late payment charges from the date of demand to the date of full payment at such rates as determined by us.

24.2 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.

24.3 We have the right to apply any payment we receive from you to satisfy all costs, charges and expenses in such proportion and such order of priority as we think fit, and we have the right to place and keep any payment we receive from you to the credit of a suspense account for as long as we choose, without being obliged in the meantime to apply all or part of the same in or towards discharging any money or liabilities due or incurred by you under this Account.

## 25. Amendments

25.1 We can at any time vary, add to, delete or amend these Terms by giving you twenty one (21) Days' prior notice, either through your Statement of Account or by posting on our official website at [www.uob.com.my](http://www.uob.com.my) or at our branches, or in any manner that we choose. You agree to access our website at [www.uob.com.my](http://www.uob.com.my) at regular time intervals to view these Terms and to ensure that you are kept up-to-date with any changes or variations to these Terms.

25.2 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.

25.3 We can at any time amend, modify revise, restrict, increase, suspend, cancel or withdraw all or any facilities, services, benefits and privileges of the Account by providing prior notice to you. You shall not be entitled to claim for any compensation against us for any losses or damages suffered as a result of any variation, deletion or addition to any of these Terms.

## 26. Data Protection

26.1 You hereby confirm that you have received, read, understood and agreed to be bound by the Privacy Notice issued by us (which is available at our branches as well as at our website at [www.uob.com.my](http://www.uob.com.my)) and the clauses in these Terms as may relate to the processing of your Personal Data. For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated by reference into these Terms.

26.2 You agree and consent that we may transfer the Personal Data (including the Personal Data of any Third Party Data Subject) outside of Malaysia. All Personal Data held by us and the Group will be accorded a reasonable level of protection against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or deletion.

26.3 In the event you provide Personal Data relating to any Third Party Data Subject to us, for the purpose of opening or operating the Account with us or otherwise subscribing to our products and services, you:

- (a) undertake that you have informed the said Third Party Data Subject to read the Privacy Notice at our website [www.uob.com.my](http://www.uob.com.my);
- (b) confirm and warrant that you have obtained their consent to the processing (including disclosure and transfer) of their Personal Data or are otherwise entitled to provide this data to us and for us to use it in accordance with these Terms and/or in instances where we are required to evidence the same;
- (c) have informed the said Third Party Data Subject:-
- (i) that we may collect or verify their Personal Data with third party sources;
  - (ii) that we may disclose their Personal Data to classes of Third Parties described in our Privacy Notice;
- (d) agree to ensure that the Personal Data of the said Third Party Data Subject is accurate, complete, not misleading, and up-to-date;
- (e) agree to update us in writing in the event of any material change to the said Personal Data; and
- (f) agree to our right to terminate these Terms and close the Account should such consent be withdrawn by the said Third Party Data Subject.
- 26.4 Where you instruct us to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including data relating to those involved in the said transaction, such as any Third Party Data Subject) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing us and/or our agents to enter into any cross-border transaction on your behalf, you agree to the above said disclosures on behalf of yourself and others (including any Third Party Data Subject) involved in the said cross-border transaction.
- 26.5 Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to us and the Group (whether in or outside Malaysia), you agree that we and the Group, and our merchants and strategic partners may contact you about products, services and offers, which we believe may be of interest to you or benefit you financially. Notwithstanding the foregoing, we will only disclose your Personal Data (excluding data relating to your affairs or account) to our merchants and strategic partners where your express prior consent has been obtained.
- 26.6 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.
- 26.7 You acknowledge that certain communications such as Statement of Account and our websites contain standard information regarding our other products and services that cannot be removed without affecting the delivery/provision of our services and/or products, the operation of your Account and/or without imposing additional costs to you.
- 26.8 You and the Third Party Data Subject are entitled to request in writing:
- (a) for any information in relation to the Personal Data that we hold or store,
  - (b) for any information held or stored by us to be updated, amended and/or corrected;
  - (c) for us to limit the processing of the Personal Data held or stored by us; and
  - (d) to make an enquiry or complaint in respect of our processing of the Personal Data.
- For requests under (a) or (b), you and/or the Third Party Data Subject may make a request to us through our Data Access Request Form or Data Correction Request Form respectively. These forms are available at our branches as well as at our website at [www.uob.com.my](http://www.uob.com.my).
- You and/or the Third Party Data Subject may direct all 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 any request for access. We may also refuse to comply with any request in respect of (a) or (b) above if the information supplied by you and/or the Third Party Data Subject is insufficient (as determined by us) or where such request may breach or violate any law or regulation or any other reason which we deem not to be in our interest to do so. If we refuse to comply with such request, we will inform you and the Third Party Data Subject of our refusal and reason for our refusal.
- 26.9 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.
- 26.10 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.
- 26.11 We reserve the right to amend this Clause 26 from time to time 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.
- 26.12 This Clause 26 shall be without prejudice to any other clause in these Terms which provides for the disclosure of data.

## **27. Compliance With FATCA**

- 27.1 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.
- 27.2 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.
- 27.3 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.
- 27.4 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.
- 27.5 Your 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 27, and that you will

secure such consents and waivers in advance of providing similar information to us in the future.

- 27.6 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.
- 27.7 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
- 27.8 To the fullest extent as may be permitted by law and unless it is due to our willful misconduct or gross negligence, we will not be liable to you for any losses, costs, expenses, damages, liabilities you may suffer as a result of our complying with legislation, regulations, orders or agreements with tax authorities or by and between tax authorities.
- 27.9 This Clause 27 will override any inconsistent term or consent provided by you under any agreement with us to the extent that such agreement provides fewer or lesser rights for us, whether before or after the date of these Terms. This Clause 27 shall be without prejudice to any other clause in these Terms which provides for the request for information or disclosure of data.

## 28 Service of Legal Process

- 28.1 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:
- by leaving a copy at the address as stated in the application form for opening of the Account or in any communication purportedly issued by you to us or last known to us and it shall be deemed to have been duly received by you on the day it was left at the address; or
  - by sending a copy via prepaid registered or ordinary post to the address as stated in the application form for the opening of Account or in any communication purportedly issued by you to us or last known to us and it shall be deemed to have been duly received by you on the third (3rd) day (including the day of posting) from the date it is posted.

## 29 Circumstances Beyond Our Control

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

## 30. Indemnity

- 30.1 To the fullest extent permitted by law, you agree to indemnify us and all of our servants, employees, nominees, directors and agents for all Loss, 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 of our employees and agents) including, without limitation:-
- any Account, Service or transaction;
  - with acting or carrying out or delaying or refusing to act on any Instructions you or an Authorised Person purportedly given to us pursuant to these Terms whether or not such Instructions are unauthorised, inaccurate or incomplete;
  - searches and enquiries we make in connection with you, any Authorised Person or a Security Provider;
  - the provision of any Service to you and the performance of our functions as your banker including as collecting or paying banker, or guaranteeing any endorsement or discharge on a cheque, bill, note, draft, dividend warrant or other instrument presented for collection or payment;
  - any Service provided by any third party (Including PayNet);
  - any default or the preservation or enforcement of our rights under these Terms or other applicable terms and/or conditions in connection with any Service or as a result of your non-compliance with any of these Terms or such other applicable terms and/or conditions;
  - in connection with any action taken by any party against you or any Authorized Person or any Account for any reason whatsoever including but not limited to any unlawful, fraudulent, negligent or unauthorised use of the Account or Services;
  - in connection to any involvement by us in any proceedings of whatever nature for the protection of or in connection with the Account;
  - tax payable by us in connection with your Account or Services;
  - in connection with the compliance with any existing or future law or regulation or official directive in respect of any of these Terms;
  - any increase cost in our funding if there is a change in law or circumstances; and
  - all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which we may sustain,

suffer or incur as a result of acting as your agent to complete the Commodity Trading transactions.

### 31. Waiver

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

### 32. Impairment Of Terms

32.1 The invalidity or unenforceability of any of the provisions in these Terms under the laws of any country, will not affect or impair the validity, legality or enforceability of the underlying intent of these Terms and/or the Terms under the law of any other country. Any 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.

### 33. Preservation Of Right And Entitlement

33.1 Our rights and entitlements under these Terms will remain in full force and effect, and will survive any cancellation, revocation or suspension of the use of the Account and/or Services.

### 34. Cumulative Remedies

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

### 35. Change In Constitution

35.1 These Terms will continue to be valid and binding for all purposes, despite a change in our or your constitution; if a corporation by amalgamation, consolidation, reconstruction, merger or otherwise, and if an individual, by death.

### 36. Assignment

36.1 These Terms are binding and enure to our benefit and you and your respective successors in title and permitted assigns. These Terms 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 these Terms shall continue in force as between you and such entity.

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

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

### 37. Applicable Law And Proceedings

37.1 These Terms 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 which means that legal proceedings against us can only be brought in the courts of Malaysia and no other unless we expressly agree otherwise in writing;  
(b) waive any objection on the ground of suitability of venue, jurisdiction, Shariah non-compliant or any similar ground;  
(c) consent to service of process by ordinary mail or in any other manner permitted by these Terms and/or any relevant laws; and  
(d) be bound by any decision or conclusion related to Shariah matters pronounced or made by our Shariah committee and/or by the Shariah Advisory Council of BNM.

#### Action Against Unlawful Activities

37.2 We may take all actions we consider appropriate in order for us to meet any obligation or requirement, either in Malaysia or elsewhere in the world, in connection with the prevention of any unlawful and Shariah non-compliant activity including 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 closing your Accounts and terminating all Services and making such reports and taking such actions we may deem appropriate.

### 38. Perbadanan Insurans Deposit Malaysia ("PIDM")

38.1 The Deposits maintained by you in this Account are protected by PIDM up to RM250,000 for each depositor, and a copy of the PIDM brochure has been provided to you. We are a member of PIDM.

38.2 In the event there is a change in the insurability status of the Deposit, we will be giving twenty-one (21) days' prior notice.

### 39. General Construction And Interpretation

39.1 **When we act or refuse to act:** on any matter including any instruction or transaction, we do not need to provide any reason for our act or refusal unless required by the law.

39.2 **Timing:** if we receive any instruction on a non-Business Day or after the specified clearance or cut-off times, we may treat the instruction as received on the following Business Day.  
Words importing a singular number includes the plural number, and vice versa.  
Words importing the masculine gender include the feminine or neuter gender.  
Headings and sub-headings are inserted for convenience only and do not affect the interpretation of these Terms.



**PART G. TERMS FOR SPECIFIC ACCOUNTS AND SERVICES**
**40 Profit / Hibah**

- 40.1 Profit is paid at the Bank's prevailing rate based on the Account type. On closure of the Account profit up to the day preceding the closing date shall be paid to you.
- 40.2 In the event any deposit or withdrawal transaction made on the last day of the month which is a non-Business Day and it is posted on the next Business Day of the following month, that deposit or withdrawal transaction is deemed to be performed on the following month for the purpose of calculating the profit or *Hibah*. Balances included deposits made to your account will be included in the profit or *Hibah* calculation for the following month.
- 40.3 In the event the last day of the month falls on a non-Business Day, the profit or *Hibah* payment date will be moved to the preceding Business Day.  
Example: The last day of the month falls on a Saturday, the day-end balance on a Friday will be used as the day-end balance for Saturday regardless if Saturday has a higher or lower day-end balance compared to Friday. In the event Friday is a public holiday, the day-end balance on Thursday will be used as the day-end balance representing Friday and Saturday.
- 40.4 We may from time to time vary the profit or *Hibah* rate payable, the basis of calculation or the interval at which such profit or *Hibah* is payable. Such notice to you shall be given in such manner as may be stipulated in these Terms.
- 40.5 Notwithstanding of the foregoing, *Hibah* (if any) is given at the bank's discretion.

**41. Monthly Average Balance ("MAB")**

- 41.1 For the purpose of the accounts, "Monthly Average Balance" means the summation of each day-end balance recorded in the Account for each calendar month divided by the number of calendar days for that month.
- 41.2 Monthly Average Balance is calculated as described below:

$$\frac{\text{Sum of the total Day-End Balance in the calculating month}}{\text{Number of days in of the calculating month}}$$

- 41.3 In the calculation of the Monthly Average Balance, Saturday and Malaysia public holidays are regarded as non-processing days. The day-end balance preceding the non-processing date shall be used to represent the said day's Day-End Balance.  
Example: The Day-End Balance on a Friday will be used as the Day-End Balance for Saturday regardless if Saturday has a higher or lower Day-End Balance compared to Friday. In the event Friday is a public holiday, the Day-End Balance on Thursday will be used as the Day-End Balance representing Friday and Saturday.

**42. Savings Account**
**42.1 Basic Savings Account-i**

- (a) The Basic Savings Account-i is a Shariah-compliant Savings Account under Shariah contract of loan (*Qard*).
- (b) Eligibility:-
- Only Malaysian citizens or permanent residents aged eighteen (18) years old and above on the application date are allowed to open a Basic Savings Account-i.
  - For minor aged between twelve (12) to below eighteen (18) years old, the Basic Savings Account-i must be opened with the parent or legal guardian jointly where the parent or legal guardian must be the primary Account holder.
  - The minimum initial Deposit to open the Account is Ringgit Malaysia Twenty (RM20).
- (c) *Hibah* (Gift) may be given based on our discretion.
- (d) Any withdrawals made beyond the minimum balance of RM20 must be made over-the-counter at our branches and you may be required to close your Account.

**42.2 ProSave Account-i**

- (a) The ProSave Account-i is a Shariah-compliant Savings Account under Shariah contract of Tawarruq.
- (b) Eligibility:-
- The ProSave Account is open to both Resident and non-Resident individuals aged eighteen (18) years old and above.
  - For minor aged between twelve (12) to below eighteen (18) years old, the ProSave Account-i must be opened with the parent or legal guardian jointly where the parent or legal guardian must be the primary Account holder.
  - 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.
  - If the parent or legal guardian (as the case may be) pass away, become bankrupt or lacks capacity, we may suspend the ProSave Account-i 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 ProSave Account-i.
  - The minimum initial Deposit to open the ProSave Account-i is Ringgit Malaysia One Hundred (RM100).
- (c) Profit Rate:
- Account holder will earn profit rate, which is calculated at the end of each Day, based on each day-end balance in the ProSave Account-i and is accrued daily and credited at the end of each calendar month.
  - Profit rate is computed progressively (applied only to the amount in the corresponding tier and not the entire balance) as described below:

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

- (iii) An illustration on the profit computation for profit rate is as follows:  
Scenario: Customer maintains RM150,000 balance in ProSave Account-i for the month of January



Balance Tier	Profit Rates(p.a.)	1-day profit
First RM5,000	0.00%	-
Next RM5,000	0.50%	$RM5,000 \times 0.50\% \times 1 \div 365 = RM0.07$
Next RM10,000	0.80%	$RM10,000 \times 0.80\% \times 1 \div 365 = RM0.22$
Next RM30,000	1.10%	$RM30,000 \times 1.10\% \times 1 \div 365 = RM0.90$
Next RM50,000	1.55%	$RM50,000 \times 1.55\% \times 1 \div 365 = RM2.12$
Above RM100,000	1.60%	$RM50,000 \times 1.60\% \times 1 \div 365 = RM2.19$
<b>Total 1-day Profit</b>		<b>RM5.50</b>

**Note:** The above profit rates are for illustration only. For the latest profit rates, please refer to [www.uob.com.my](http://www.uob.com.my).

- (d) Complimentary Group ProSave Takaful Plan ("ProSave Takaful"):-
- (i) The Account holder will be entitled to a complimentary coverage, under Group ProSave Takaful Plan ("ProSave Takaful") as underwritten by Prudential BSN Takaful Berhad. ProSave Takaful is a protection plan that covers for Death, Total and Permanent Disability ("TPD") and Critical Illness ("CI"). In the event the Account holder is diagnosed with CI or TPD or passed away, a 100% of the Sum Covered of Group Term Takaful ("GTT") or Group Crisis Protector Benefit ("GCP") shall be payable subject to the Terms and Conditions stated below.
- (ii) The amount payable in the event of Death, TPD or CI is calculated based on the previous month Monthly Average Balance ("MAB") as per table below:-

Previous Month MAB	GTT Sum Covered	GCP Sum Covered	Benefit
	Amount Payable for Death or Total and Permanent Disability	Amount Payable for Critical Illness	
RM1 to RM6,999.99	RM1,500	RM1,500	Death, Total and Permanent Disability and Critical Illness
RM7,000 to RM12,999.99	RM5,000	RM5,000	
RM13,000 & above	RM10,000	RM10,000	

- (iii) A minimum MAB of RM1.00 must be maintained in the account in order to be entitled to the ProSave Takaful coverage.
- (iv) A lump sum amount of GTT is payable in the event of Death or TPD of the Account holder due to natural or accidental causes.
- (v) A lump sum amount of GCP is payable in the event that an Account holder is diagnosed with a covered Critical Illness.
- (vi) If the Account holder has claimed for the Group Term Takaful or Group Crisis Protector Benefit, the Account holder will no longer be entitled to any Death, TPD or CI benefit coverage.
- (vii) For the avoidance of doubt, the amount of the Group Term Takaful and Group Crisis Protector Benefit is not cumulative.
- (viii) ProSave Takaful coverage is only applicable to primary Account holder who is eighteen (18) years old age next birthday and up to a maximum of sixty (60) years old age next birthday. ProSave Takaful coverage will cease once the Account holder attains the age of sixty-one (61) years old age next birthday or when the Account holder no longer has the ProSave Account-i with UOB, whichever is earlier.
- (ix) ProSave Takaful can only be claimed once by the Account holder. For the avoidance of doubt, if the Account holder successfully made a claim under ProSave Takaful from any Account and subsequently closes and reopens a new Account, there will be no ProSave Takaful coverage for the Account holder for the new Account.
- (x) Account holder is only entitled to Critical Illness coverage after:
- I. sixty (60) days from the date of opening of the ProSave Account-i for angioplasty and other invasive treatments for coronary artery disease, cancer, coronary artery by-pass surgery, heart attack or serious coronary artery disease; and
  - II. thirty (30) days from the date of opening of the ProSave Account-i for covered Critical Illness other than those mentioned above.
- (xi) Any claim for ProSave Takaful coverage must be made within ninety (90) days from the date of diagnosis of CI / TPD / the occurrence of death.
- (xii) ProSave Takaful coverage is also subject to the terms and conditions of the Group ProSave Takaful Plan Master Certificate Summary at [www.prubsn.com.my/en/uob-prosave](http://www.prubsn.com.my/en/uob-prosave) ("PruBSN's T&C").
- (xiii) Should there be any discrepancy in these Terms and the PruBSN's T&C, PruBSN's T&C shall prevail for the purpose of ProSave Takaful.
- (e) We may from time to time determine and vary the profit rate; applicable limits; required minimum Monthly Average Balance and the requirements for the Takaful coverage.

#### Withdrawal

- 42.3 (a) No overdrawn is allowed.
- (b) You can make withdrawals from the Account provided that the minimum balance as required according to the Account is maintained and such withdrawals are carried out in the following manner:-
- (i) using the Card at the UOB Self Service Banking terminals, participating ATM machines and/or EFTPOS;
  - (ii) over the counter at any of our branches with or without the use of the Card, provided that such withdrawal must be made by you in person and where necessary with the withdrawal form completed and signed. We can require proof of your identity, and can refuse the withdrawal if your signature and identity have not been verified to our satisfaction, or for any other reason we deem fit;
  - (iii) the UOB Phone Banking service offered by us;
  - (iv) through UOB Personal Internet Banking; or
  - (v) any other method that we permit from time to time.

**43. CURRENT ACCOUNT**
**43.1 Basic Current Account-i**

- (a) The Basic Current Account-i is a Shariah-compliant Current Account under Shariah principle of loan (*Qard*).
- (b) Eligibility:-
  - (i) Only Malaysian citizens or permanent residents aged eighteen (18) years old and above on the application date are allowed to open a Basic Current Account-i.
  - (ii) The minimum initial Deposit to open the Account is Ringgit Malaysia Five Hundred (RM500).
  - (iii) An introducer is required.
- (c) *Hibah* (Gift) may be given based on Bank's discretion.

**43.2 Withdrawal**

- (a) No overdrawing is allowed.
- (b) Cheques issued for amounts beyond your Account's credit balance will be returned at your own expense. In the event of any excess it will be treated as a loan under the *Qard* contract ("Excess"). In such event, you shall be liable to pay administration fee at the time and in the manner as provided in our website.
- (c) The Excess shall be temporary in nature and you shall regularise the Excess immediately. Failure to do so, *Ta'widh* (compensation) will be imposed on the outstanding Excess within the same day in addition to the administration fee.

**43.3 Foreign Currency Call Account-i ("Call Account-i")**

- (a) The Call Account-i is a Shariah compliant Call Account under the Shariah contract of *Tawarruq*.
- (b) Only persons aged eighteen (18) years old and above on the application date are allowed to open a Call Account-i.
- (c) The Call Account-i can be opened singly or jointly.
- (d) Any conversion from Ringgit Malaysia into your Call Account-i will be based on the prevailing foreign exchange rate quoted by us under the Shariah principle of *Bai Al-Sarf* (exchange of currencies).
- (e) Once a foreign exchange rate is contracted with, it is binding and the transaction cannot be changed or cancelled. Bank charges and adverse exchange rate movements could reduce Profit earnings or the original principal amount in your Account.
- (f) There will be no ATM/Debit Card and cheque books issued to you for the Account.
- (g) 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, with notice to you.
- (h) No overdrawing is allowed. If you manage to overdraw on the Call Account-i, the overdrawn sum must be repaid on demand together with Profit and *Ta'widh* (compensation) at such rate as we may impose.
- (i) The accepted foreign currencies for Call Account-i are Australian Dollar, Canadian Dollar, Chinese Yuan, Euro, Hong Kong Dollar, Japanese Yen, New Zealand Dollar, Singapore Dollar, Swiss Franc, Sterling Pound and US Dollar, which are subject to change from time to time as determined by us.
- (j) Profit will be paid on any credit balances in the Call Account-i and credited at the end of each calendar month, at a rate determined by us from time to time and in the relevant foreign currency subject to maintaining the minimum average monthly balance according to your currency type:

Currency	Minimum Average Monthly Balance
USD	2,000
AUD	3,000
HKD	10,000
GBP	1,000
EUR	2,000
NZD	3,000
SGD	5,000

- (k) The type of foreign currency and average monthly balance available in respect of the Call Account-i will be determined by us from time to time.

**43.4 Compliance with Foreign Exchange Policy Notices issued by BNM and/or the Controller of Foreign Exchange**

- (a) The opening and the operation of the Call Account-i are subject to qualifying conditions and rules set by BNM and/or Controller of Foreign Exchange (collectively, "**FX Regulations**"), a copy of the FX Regulations may be obtained from BNM's website at [www.bnm.gov.my/fxadmin](http://www.bnm.gov.my/fxadmin) ("Website"). You are under a duty to check the Website from time to time for any updates or changes to the FX Regulations.
- (b) In addition to the above, we may impose additional conditions pertaining to the opening and operation of the Call Account-i for the purpose of, including but not limited to, complying with any laws, guidelines, rules, regulations, policies and/or obligations applicable to us (whether in or outside Malaysia) (collectively, "**Conditions**").
- (c) In order to comply with the FX Regulations and/or the Conditions, we have the right to:-
  - (i) convert monies in the Call Account-i or any part thereof to another currency at such rate and at such time as we deem fit;
  - (ii) reject or reverse Deposits or any part thereof to be credited or deposited into the Call Account-i; and/or
  - (iii) take all necessary actions as required under the FX Regulations and/or Conditions, at any time.

If that happens, we shall credit such monies that we converted, rejected or reversed to any other account that you have with us or to issue a cashier's order under your name or in such other manner as we may decide.

**43.5 Foreign Currency Risk**

- (a) You acknowledge and accept that:-
  - (i) the foreign currency market is volatile;
  - (ii) Losses can be incurred as a result of adverse exchange rate movements;
  - (iii) Profit rate may fluctuate daily and are subject to change.
- (b) We have the right to convert one currency into another currency in the manner we may determine and at our prevailing rate of exchange. You must indemnify us for any shortfall and be responsible for any losses and risks arising from such conversion.

This will apply to any conversions, including but not limited to:-

- (i) conversion of any monies in the Call Account-i or other amounts we may owe you to any other currency for the purposes of carrying out any instruction, crediting of any Account, assessing your liability(ies) or enforcing our rights under these Terms (including to effect any set-off or consolidation by us of any Accounts);
  - (ii) conversion of any account balance or any part thereof (and if we choose, together with Profit accrued and *Ta'widh* (compensation) on the amount so converted) into any other currency we may choose at the time such balance or part thereof becomes due and payable by us. When we pay you in such currency, it will be in full and complete discharge of our obligations; or
  - (iii) conversion of any monies received by us in any currency into the currency of the Call Account-i or the currency in which payment is to be made to you or to any other party pursuant to withdrawal of monies in the Call Account-i.
- (c) We are not liable in any manner, when:-
- (i) the value of Deposits in the Call Account-i decreases because of taxes, depreciation or fluctuation in exchange rate or any other reasons;
  - (ii) we are not able to pay you the Deposits in the Call Account-i or Profit (if any) on the Deposits in the Call Account-i in the currency you require;
  - (iii) the Deposits in the Call Account-i are unavailable for any reason including:-
    - I. any change in the FX Regulations, Conditions, laws, rules, regulations or introduction of new FX Regulations, Conditions, laws, rules or regulations or any act of a government, central bank, monetary authority or other entity in any country relating and without limitation to, exchange controls, restrictions on convertibility, freezes, moratoria, expropriations, requisitions, changes in a country's currency for any reasons whatsoever (including countries part of any monetary union), involuntary transfers or detractions of any kind;
    - II. force majeure, natural disaster, industrial action, acts of war, act of terrorism, civil strife, riots or a state of political or economic chaos in the country issuing the currency; or
    - III. any other circumstances beyond our control.
- (d) If any of the events described in Clause 43.5(c) (iii) occurs, we may convert the currency of Deposit into any other currency which we determine and recover from you the costs of converting the Deposits and any other cost incidental to it that we incurred in doing so.
- (e) We have no obligation to pay you the Deposits in the Call Account-i (in the currency of Deposits or any other currency) if, in relation to monetary union among any group of countries (such as the European Monetary Union) the formation, disbanding or change in the composition of participating countries, the policies, practices or regulatory environment of a monetary union, results in restrictions in the availability, credit or transfers of the relevant currency or otherwise makes it impossible or impractical for us to perform our obligations in respect of the Deposits in the Call Account-i in the relevant currency.

#### 44. Fixed Deposit Account

##### 44.1 Islamic Fixed Deposit Account-i / FD Plus-i ("Fixed Deposit Account-i")

- (a) The Fixed Deposit Account-i is a *Shariah* compliant term deposit under *Shariah* contract of *Tawarruq* (Monetisation)
- (b) Eligibility:-
  - (i) The Fixed Deposit Account-i is open to both Resident and non-Resident individuals aged eighteen (18) years old and above.
  - (ii) Where the Fixed Deposit Account is opened jointly with a minor below the age of eighteen (18) years, by the parent or legal guardian of the minor, the parent or legal guardian shall be the primary Accountholder
  - (iii) The minimum amount required for each Deposit into Islamic Fixed Deposit-i Account is RM5,000 for the minimum tenure of one (1) month and RM1,000 for the tenure of two (2) months up to sixty (60) months or such other amount and tenure to be determined by us from time to time.
  - (iv) The minimum amount required for each Deposit into FD Plus-i Account is RM5,000 for the minimum tenure of one (1) month and RM1,000 for the tenure of two (2) months up to twelve (12) months or such other amount and tenure to be determined by us from time to time.
  - (v) Each Deposit shall be placed at a profit rate quoted by us and mutually agreed upon.
- (c) A Fixed Deposit Account-i Acknowledgement will be given to you for each Deposit placed. The Fixed Deposit Account-i Acknowledgement is merely an acknowledgement of placement of a Deposit in the Fixed Deposit Account-i and not a document of title.
- (d) The production of the original Fixed Deposit Account-i Acknowledgement is not evidence that the Fixed Deposit Account-i is still subsisting, and shall not by itself constitute sufficient evidence to rebut any records in our systems and such records in our system will be deemed final.
- (e) Where a Deposit is made by cheque or other non-cash instrument, the value date will commence only upon actual receipt of the proceeds from the drawer bank. If the cheque is dishonoured, we reserve the right to cancel the purported placement and the Fixed Deposit Account-i Acknowledgement will be void with immediate effect.
- (f) Any cheque or non-cash instrument which has been dishonoured may be returned by post to you at the last known address in our records at your own risk and expense.
- (g) In relation to fund transfers (including telegraphic transfers) for credit into the Fixed Deposit Account-i, the value date will commence only upon actual receipt of the funds by us.

##### 44.2 Profit Payment

- (a) The Profit shall be payable to you at the respective maturity dates for Deposits of up to twelve (12) months placement based on your maturity instructions. For any Deposits exceeding twelve (12) months up to sixty (60) months where the remaining tenure to its maturity date is less than six (6) months, the Profit for that remaining tenure shall be paid on that final maturity date.
- (b) We will pay the Profit either to any of your designated current account or saving account maintained with us or in the event of renewal, add the Profit onto the Islamic Fixed Deposit-i.
- (c) Profit payable on Deposits placed in the FD Plus-i shall accrue to the FD Plus-i Account and shall be credited into the nominated Account designated by you for Profit payable on the FD Plus-i to be credited on a monthly basis.
- (d) In the event the Fixed Deposit Account-i maturity date falls on a weekend, public holiday or non-Business Day, the maturity date shall be adjusted to the next Business Day. The profit payment shall be payable on the adjusted maturity date.

- 44.3 **Withdrawal**
- A Deposit in the Fixed Deposit Account-i may not be withdrawn before its maturity date. However, if and once we agree to your request, we may allow (full or partial) withdrawal before the maturity date subject to you granting us *Ibra'*.
  - You may partially withdraw an amount equivalent to the multiple of RM1,000 or such other amounts as shall be determined subject to Clause 44.3(a) and Clause 44.4.
  - Any withdrawals from the Fixed Deposit Account-i shall be effected by you personally via Personal Internet Banking or at the branch subject to further verification.
  - Any Instructions relating to withdrawals from the Fixed Deposit Account-i must bear the signature of the Account holder(s) or by such electronic means which we may prescribe.
  - Any payment made by us pursuant to any Instructions purporting to have been signed by the Account holder(s) or by such electronic means shall be deemed to be properly made on the authority of the Account holder(s) and we shall be discharged and released from any liability to the Account holder(s) or to any other party in respect thereof.
  - We may require the production of the identity card or passport (or such other means of identification acceptable to us) from the Account holder(s) for any withdrawals from the Fixed Deposit Account-i.
- 44.4 **Pre-Mature Withdrawal**
- If you make partial of full withdrawal of the Deposit before the maturity date, you agree to give the Bank *Ibra'* by waiving your right to claim the Profit portion payable of the *Murabahah* Sale Price, in which case no Profit shall be paid to you. If any Profit has been credited in your nominated Account or your Fixed Deposit Account-i prior to the premature withdrawal, such Profit shall be deducted from the principal Fixed Deposit amount before the balance is returned to you.
- 44.5 In the event of partial withdrawal of any Deposit in the FD Plus-i, you agree to grant the Bank *Ibra'* on :-
- any accrued Profit; and
  - any Profit credited in your nominated Account which shall be deducted from the Purchase Price before the balance is returned to you.
- 44.6 **Renewal of Fixed Deposit Account-i**
- You and the Bank agree that the Fixed Deposit Account-i is renewable on its maturity date at the profit rate prevailing at the time of renewal unless written Instruction from you is received by us not to continue to renew it before the maturity date.
  - Renewal can either be on the entire *Murabahah* Sale Price or part thereof or any other amount pursuant to your Instruction. Each renewal shall be subject to a new Commodity Trading and appointment of agency.

## PART H MEANING OF WORDS

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

**Account holder** means an Account holder of the Account, whether singly or jointly, whichever is applicable and shall include their respective personal representatives, successors-in-title and permitted assigns.

**Agent** except where the context otherwise requires, means UOB Islamic Banking appointed by the Customer to do such acts on behalf of the Customer under the Shariah principle of *Wakalah* in matters pertaining to *Tawarruq* in accordance to the terms herein.

**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).

**ATM** means Automated Teller Machine.

**Authorisations** means all authorisations, consents, licences or approvals (whether under any applicable law or otherwise).

**Authorised Person** means a person (either alone or jointly with another person/person(s)) you authorise and whom we have approved, to act for you or on your behalf to give instruction, execute or sign any document, operate or use any Account or Services, or effect any transaction.

**BNM** means Bank Negara Malaysia.

**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 these Terms.

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

**Card** means the card (which expression includes any replacement card) issued to you for use at ATMs and EFTPOS terminals.

**Collateral** means any Deposit, sum, document, instrument, chattel, bond, debenture, shares or other security, and any other valuables held by us (including in safe custody) in your name or on your behalf now or in the future.

**Commodity** means goods or assets acceptable to the Bank (excluding *ribawi* items in the category of medium of exchange such as currency, gold and silver), traded on Commodity platform.

**Commodity Trading** means sale and purchase transactions performed in accordance to the Shariah principle of *Tawarruq*.

**Commodity Platform** means a commodity platform that provides commodity trading services to facilitate *Tawarruq* transaction, which include commodity trading platform managed by Bursa Suq Al Sila and/or any other available commodity trading platform approved by the Bank.

**Contracted Profit Rate (CPR)** means rate used to compute total of Selling Price.

**Customer** means the Bank's customers whose application for Islamic Account has been accepted by the Bank.

**DCHEQS** means Dishonoured Cheques Information System.

**Deposit** means any Malaysia Ringgit or foreign currency demand/fixed deposit maintained in any Deposit Account.

**Deposit Account** means any Malaysia Ringgit /foreign currency demand/fixed Deposit Account opened and/or maintained with us.

**Device** means any security device we issue to and designate for use by you to access any Service.

**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 (for individuals) 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, representatives, offices, affiliated, associated or related corporations, and their respective offices, servants or agents, whether situated in or out of Malaysia, and included us.

**Hibah** means a transfer of ownership of an asset from a donor to a recipient without any consideration.(gift)

**Ibra'** means rebate or waiver of partial or total claim against certain right or debt.

**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 or the Authorised Person in relation to the Account.

**Islamic Fixed Deposit** means the Deposit placed in the Islamic Fixed Deposit Account.

**Legal process** may include, but is not limited to, any originating process including writ of summons and originating summons as well as any other forms of originating process, pleadings, interlocutory applications, affidavits, orders, judgments and any other documents which are required to be served under any written law and such notices under the Companies Act 2016, and the Insolvency Act 1967.

**Liabilities** means all debts, liabilities or obligations you owe to us now or in future, whether actual or contingent, primary or collateral, several or joint.

**Loss** includes claims, actions, losses, damages, demands, liabilities and costs of any kind.

**Mobile Services** mean the banking services and/or products we offer from time to time through the medium of mobile equipment that enables you to access your Account(s) and/or effect banking and/or other transactions electronically.

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

**Murabahah** means a sale and purchase of an asset where the acquisition cost and the mark-up are disclosed to the purchaser.

**Net Deposit** is end of day balances on Day 1 or subsequently any incremental of Deposit at end of day balances on any single day, excluding floats days required to clear the cheque

**Payee Corporations** means corporation(s) whose bills can be paid through the use of the Contact Centre Service.

**Personal Data** means any information that relates directly or indirectly to an individual, which for the purpose of these Terms may include, but is not limited to, name, address occupation, contact details, information captured on security systems (including an image recording on Closed Circuit Television (CCTV)), 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.

**PIN** means the personal identification number issued by us to you to enable for use at ATM.

**Profit** is the difference between Purchase Price and Selling Price of Commodity.

**Purchase Price** is an amount equivalent to Customer's Net Deposit which will be used to purchase Commodity on trading day.

**Qard** means a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender.

**Regulations** means any of BNM's Guidelines, any regulations, rules, code of practices or official directive of any governmental organisation or regulatory body or other authority having jurisdiction over us, as varied and implemented from time to time.

**Relevant Currency** means the currency of the relevant country or the single currency of the monetary union.

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

**Selling Price** means the sum payable by the Bank to acquire the Commodity from the Customer on *Murabahah* basis which consist of the Purchase Price of the Commodity (net deposit) and the Profit.

**Services** refer to any services we may provide to you including but not limited to ATM, Card services, Contact Centre services, electronic or UOB Personal Internet Banking or Mobile Services.

**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 (for individuals) or UOB Business Internet Banking (for firms, partnerships or sole proprietors) showing all the transactions in the Current Account including Deposits, withdrawals and the balance of monies in the Current Account.

**Tawarruq** A tawarruq consists of two sale and purchase contracts. The first involves the sale of an asset by a seller to a purchaser on a deferred basis. Subsequently, the purchaser of the first sale will sell the same asset to a third party on a cash and spot basis.

**Terms** mean these Terms and Conditions governing the Account (including any variation or addition hereto as we may prescribe from time to time).

**the Bank, our, us, we, ourselves** means United Overseas Bank (Malaysia) Bhd (199301017069 (271809-K)) and shall where applicable include its successors-in-title and permitted assigns.

**Third Parties** mean persons or corporations other than yourself.

**Third Party Bills** means bills incurred by Third Parties to the Payee Corporation and bearing reference numbers given by you.

**Third Party Data Subject** means a person whose Personal Data you have provided to us and may include, but is not limited to, your mandate, next-of-kin, dependents, individual guarantors, and security providers (where you are an individual), or your Authorised Person, directors, shareholders, officers, individual guarantors, and security providers (where you are a corporation or organisation).

**US** means the 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).

**Wakalah** means a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated, with or without imposition of a fee.

**you / yourself** refers to you (whether alone or jointly with another person/persons).