UOB DEBIT MASTERCARD TERMS AND CONDITIONS
(for conventional current or savings account)

Effective 1st May 2016

IMPORTANT NOTICE

I. Please read these terms and conditions ("Terms and Conditions") before acknowledging receipt and/or using the Debit Card.

II. When you acknowledge receipt of the Debit Card, sign on the Debit Card or first use the Debit Card, you are deemed to have read, accepted and agreed to be bound by these Terms and Conditions.

TERMS AND CONDITIONS
The issuance of the Debit Card by us to you, your acknowledgement of receipt of the Debit Card, and your use of the Debit Card is subject to these Terms and Conditions.

1.0 DEFINITIONS AND INTERPRETATION
1.1 The following words and expressions used in these Terms and Conditions have the following meanings:

“Account” – The current and/or savings account whether in your name singly or jointly, but for which you are principally liable for all transactions.

“Acknowledgement of Receipt” – Any document in the form and manner acceptable to us and signed by you for the purpose of acknowledging receipt of the Debit Card.

“ATM” – An automated teller machine.

“Authorised Cash Outlet” – Any branch, office, location or merchant, in or outside of Malaysia designated by us or any affiliates of MasterCard Worldwide to provide a cash withdrawal facility.

“Authorised Merchant” – Any person or retailer who pursuant to a merchant agreement agrees to accept or cause its outlet to accept the Debit Card for payment for goods or services.

“Business Day” – Any day banks are open for business in Kuala Lumpur.

“Cardmember”, “you” or “your” – The person named on the Debit Card, whether a principal accountholder or otherwise.

“Card Centre” – The place or location we designate to handle daily operations of Credit and/or Debit Cards.

“Card Not Present Transaction” – The transaction effected without physically presenting the Debit Card at the point of sale such as E-Commerce (online) and Mail Order and Telephone Order (MOTO) transactions.

“Cash Withdrawals” – Cash withdrawals from the Account at the ATMs.

“Cash Withdrawal Draft” – The document/slip given by us or any affiliate of MasterCard Worldwide to an Authorised Cash Outlet to record cash withdrawals using a Debit Card.
“Chip Terminal” – A point of transaction terminal and where applicable equipped with contact less reader which is capable of reading, communicating and processing a transaction with a Debit Card.

“Contactless Transaction” – A fast and easy payment method that uses radio-frequency identification (RFID) for making payment by tapping/waving the Debit Card over a secured reader.

“Debit Card” – Each and every card issued by us which can be used to perform the functions set out in Clause 3 in these Terms and Conditions.

“Direct Debit Transactions” – A payment service for debiting your Account whereby a payment transaction is initiated by us on the basic consent given by you to us and unless otherwise provided, includes Contactless Transactions.

“EFTPOS” – Electronic Funds Transfer at the point of sale.

“eStatement” - The electronic statement which is available for viewing through your UOB Personal Internet Banking following your enrolment for the eStatement service for the Account.

“HOUSe” – The ATM shared network operated by House Network Sdn Bhd under the “HOUSe” brand.

“Legal Process” – May include, but is not limited to, any originating process including writ of summons and originating summons as well as any other forms of originating process, pleadings, interlocutory applications, affidavits, orders, judgments and any other documents which are required to be served under any written law and such notices under the Bankruptcy Act 1967 and the National Land Code 1965.

“Limit” – The maximum daily or monthly amount (fixed by us at any time at our absolute discretion) that you are allowed to transact from the Account using the Debit Card or the balance amount in the Account, whichever is lesser.

“MasterCard Worldwide” – MasterCard International Incorporated, a company incorporated in the state of Delaware, with its principal office at 2000 Purchase Street, Purchase, NY 10577-2509, United States of America (and includes its successors-in-titles and assigns).

“Minor” – A person below 18 years of age.

“MyDebit” – A card payment scheme that allows the Cardmember to make payment for the purchase of goods and/or services at any Authorised Merchants and withdraw cash at any Authorised Cash Outlet by debiting directly from the Account.

“Pass code” – A password or code which is used to authenticate your identity or authorise a transaction. A pass code includes password, OTP, PIN and code generated by a Security Device and includes any other pass code as we may issue from time to time.

“OTP” – One-time password.

“PIN” – Your personal identification number.

“Sales Draft” – The document given by us or any affiliate of MasterCard Worldwide to an Authorised Merchant to record purchases of goods and/or services using the Debit Card.

“Security Device” – A token or other device that generates a Pass code.

“Statement of Account” – The physical copy of the statement we automatically will issue to you every month or any additional physical statement issued upon your request, or the monthly eStatement which is available for viewing.
through your UOB Personal Internet Banking showing all the transactions in the Account including withdrawals, purchase of goods and/or services and internet transactions effected using the Debit Card, any amounts credited into the Account and the credit balance in the Account.

“Statement Date” – The date of the Statement of Account.

“Telecommunication Instructions” – Instructions from you to us by telephone or facsimile transmission or by any other means of telecommunication instruction.

“UOBM”, “our”, “us” or “we” – United Overseas Bank (Malaysia) Bhd (271809-K) whose registered office is at Level 11, Menara UOB, Jalan Raja Laut, 50350 Kuala Lumpur and its branches in Malaysia.

“Validity Period” – the period stated on the Debit Card.

1.2 These Terms and Conditions are in addition and subject to the terms and conditions governing the Accounts, and other promotional terms and conditions governing the Account as specified by us from time to time.

1.3 If there is a discrepancy or inconsistency between the terms and conditions governing the Accounts and other promotional terms and conditions governing the Account with these Terms and Conditions, these Terms and Conditions will prevail in relation to the use of the Debit Card.

1.4 A reference to –
(a) the singular number includes the plural, and vice versa;
(b) the masculine gender includes the feminine and neuter genders, and vice versa;
(c) a person includes an individual, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state, and a trust;
(d) a person includes the person’s executors, administrators, successors, substitutes, and assigns, and these Terms and Conditions will bind those persons; and
(e) “including” or “for example” (or other similar words) when introducing an example does not limit the meaning of words to those examples.

2.0 ACCEPTANCE OF DEBIT CARD

2.1 If you open an Account with us, we may issue a Debit Card for your use in accordance with these Terms and Conditions.

2.2 Upon the issuance of the Debit Card, you are required to collect the Debit Card from any of our branches.

2.3 When you receive the Debit Card, you must immediately sign on the signature strip and acknowledge receipt of the Debit Card by signing and returning the Acknowledgement Receipt to us.

2.4 When you sign on the Debit Card or first use the Debit Card, you are deemed to have accepted and agreed to be bound by these Terms and Conditions.

2.5 You must not use the Debit Card for any purpose at all, and must immediately cut the Debit Card in half when any of the following, occur:-
(a) if you do not agree with the contents of these Terms and Conditions;
(b) upon the expiry of the Validity Period;
(c) upon your cancellation or termination of the Debit Card;
(d) upon your request for a replacement Debit Card;
(e) upon our cancellation, termination or revocation of the Debit Card;
(f) upon recovery of the Debit Card after notification of its loss or theft; or
g) if the Pass code is disclosed or exposed, voluntarily or otherwise, to any person;

h) if you cannot remember your PIN;

i) if the Security Device is lost or stolen.

2.6 Upon our suspension of the Debit Card, you must not use the Debit Card for any purpose at all. You may only use the Debit Card after we have notified you that we have uplifted the suspension of the Debit Card.

2.7 At all times, the Debit Card remains our property and must be returned to us upon our request.

2.8 The Debit Card cannot be transferred to another person, and must be used only in accordance with these Terms and Conditions, and all requirements, directives, regulations and guidelines issued by us, MasterCard Worldwide, Bank Negara Malaysia or any other authority.

3.0 FUNCTIONS OF THE DEBIT CARD

3.1 The Debit Card may be used for any services we provide for any purpose approved by us, including but not limited to –

a) purchasing goods and/or services from an Authorised Merchant within Malaysia through Direct Debit Transactions;

b) purchasing goods and/or services from an Authorised Merchant outside Malaysia (overseas transactions) through Direct Debit Transactions;

c) performing Card Not Present Transactions;

d) withdrawing cash from your Account at any Authorised Cash Outlet and/or designated ATM.

3.2 If you did not opt-out for the service set out in Clause 3.1(a) above in the application form, the service will be made automatically available to you immediately after you have performed an ATM transaction using your Debit Card at any of our ATMs.

3.3 You may elect to opt-out for the service set out in Clause 3.1(a) above by ticking the relevant box in the application form. Subsequently, if you decide to use the service set out in Clause 3.1(a) above, you may activate the service by visiting any of our branches and the service will be made available to you immediately after you have performed an ATM transaction or inquiry using your Debit Card at any of our ATMs.

3.4 You may elect to opt-in for any of the services set out in Clauses 3.1(b) and/or 3.1(c) above in the application form or by visiting any of our branches in order to make any of these services available to you.

3.5 After you have decided to use the service set out in Clause 3.1(a) above or opted-in for the services set out in Clauses 3.1(b) and/or 3.1(c) above, you may elect to subsequently opt-out for any of the services set out in Clauses 3.1(a), 3.1(b) and/or 3.1(c) above by visiting at any of our branches.

3.6 Your use of the Debit Card services is subject to the Limit, and we can at our absolute discretion decide not to honour a transaction if the Limit has been exceeded or there are insufficient funds in the Account to honour the transaction.

3.7 Your Debit Card supports two debit card brands – MyDebit which only applies within Malaysia and MasterCard which allows your Debit Card to be accepted both overseas and in Malaysia. By supporting both of these debit card brands, there are more merchants / retail outlets that will accept your Debit Card for payment in Malaysia and overseas.

3.8 When using your Debit Card at Authorised Merchants in Malaysia, the Authorised Merchant may choose to accept and process the payment on your Debit Card using either MyDebit or MasterCard. This is the Authorised Merchant’s choice and allows the Authorised Merchant to process the payment through its chosen debit card network.
PASS CODE AND CONFIDENTIALITY OF PASS CODE

4.1 When a Debit Card is issued, or is replaced and reissued, you are required to collect the Debit Card from our branches and select your PIN by keying in the PIN of your choice into the PIN pad provided in our branches.

4.2 You may, at any time, change your PIN at any of our ATMs.

4.3 If you cannot remember your PIN, upon your written request to us, we may at our sole and absolute discretion issue a new Debit Card to you and you will have to select a new PIN using the PIN pad provided in our branches.

4.4 An OTP will be automatically generated and disseminated to your registered mobile phone number at the point of sale of a Card Not Present Transaction.

4.5 You shall take all reasonably steps to ensure and prevent any unauthorised and/or fraudulent use of your Pass code and to keep the Security Device secure at all times. You agree that your Pass code is strictly confidential and undertake not to disclose or expose or in any way cause your Pass code to be disclosed or exposed to any person through unsolicited phone calls, emails or on any website other than our official website at www.uob.com.my or any other manner. You should memorise your Pass code and ensure that no written record of your Pass code is kept at any place or in any manner which may enable a third party to have access to or to use your Pass code. You should not use a common Pass code, i.e. the last six (6) digits of your identity card number, date of birth or telephone number. You should not leave the Security Device unattended inside a car or at public places. You agree that failing to comply with these requirements may expose you to the consequences of theft or unauthorised use of the Debit Card, in which event you will be liable for all transactions made with the Debit Card, whether or not such transaction is within your knowledge or authority.

4.6 If you suspect or become aware that –
   a) an unauthorized person knows your Pass code; or
   b) there has been unauthorized access to your Account, or use of your Pass code; or
   c) your Security Device is lost or stolen; or
   d) there are unauthorised transactions using your Debit Card

   you must as soon as reasonably practicable notify us at our Card Centre and comply with the requirements mentioned in Clauses 11.1 and 11.2 in these Terms and Conditions and cut the Debit Card in half in accordance with Clause 2.5 of these Terms and Conditions. You must also give us any relevant information and reasonable assistance in investigating the matter.

4.7 You will be liable for any unauthorized transactions that occur which are linked to a lost, stolen or misused Pass code, unless you have notified us in accordance with Clause 4.6 or you have not acted fraudulently.

4.8 Once you have notified us and complied with the requirements in Clause 4.6, we may, at your request and at our absolute discretion, replace the Debit Card and re-issue a new Debit Card to you.

5.0 USING THE DEBIT CARD

5.1 You agree and undertake to take reasonable steps to prevent the loss or theft of the Debit Card, as follows:-
   a) you should not leave the Debit Card unattended inside a car and/or at public places; or
   b) you should ensure that the Debit Card is returned to you after completing any transaction at the Authorised Cash Outlet or the Authorised Merchant; or
   c) you should not lend your Debit Card to anyone as your Debit Card is exclusively for your own usage; or
   d) you should keep your unused Debit Card(s) in a secure place if you have more than one (1) Debit Card; or
   e) you should destroy the Debit Card properly by cutting across the magnetic stripe and the chip in the event you wish to cancel the Debit Card and return it to us.
You must as soon as reasonably practicable notify us at our Card Centre and comply with the requirements mentioned in Clauses 11.1 and 11.2 in these Terms and Conditions if your Debit Card is loss or stolen.

5.2 You will be required to use the Debit Card and your PIN to gain access to your Account or any of your other accounts with us for any Cash Withdrawals through ATMs.

5.3 The purchase of goods and/or services from any Authorised Merchant using the Debit Card will generally require you to either key in your PIN into the Chip Terminal and/or sign on a Sales Draft prepared by the Authorised Merchant, unless the purchase is made through mail or phone orders, self-service terminals, contactless readers of Chip Terminals, the internet or any similar means.

5.4 When the payment for purchase of goods and/or services from any Authorised Merchant is effected by way of a Contactless Transaction, the transaction is processed by tapping or waving your Debit Card with “PayPass” or “MyDebit” feature at a contactless reader/terminal. A Contactless Transaction allows for a transaction to be processed without requiring your Debit Card to be swiped and/or inserted at a reader/Chip Terminal and/or requiring you to either key in your PIN into the Chip Terminal and/or sign on a Sales Draft prepared by the Authorised Merchant to authorise a transaction, subject to the transaction limits allowable by us.

5.5 You acknowledge the ease of using the Debit Card for Contactless Transactions and subject to Clause 11.0, undertake to be liable for all Contactless Transactions. You agree that the Bank may debit your Account for all Contactless Transactions.

5.6 There are two (2) types of Contactless Transactions which are:-

(a) MyDebit Contactless – A contactless payment method through the MyDebit network that can be performed at any point of sales terminal which displays MyDebit Contactless logo; and
(b) MasterCard PayPass - A contactless payment method through the MasterCard network that can be performed at any point of sales terminal which displays MasterCard PayPass logo.

5.7 Each Contactless Transaction is capped at RM250. We reserve the right to revise such limit or impose any further limits from time to time at our sole and absolute discretion. You are required to key in your PIN into the Chip Terminal and/or sign on a Sales Draft prepared by the Authorised Merchant if any Contactless Transaction exceeds the threshold of RM250.

5.8 In the event that three (3) consecutive Contactless Transactions have been effected through MyDebit Contactless or more than three (3) consecutive Contactless Transactions have been effected with at least three (3) of them effected through MyDebit Contactless, you are required swipe and/or insert your Debit Card at a reader/Chip Terminal and/or either key in your PIN into the Chip Terminal and/or sign on a Sales Draft prepared by the Authorised Merchant for the following transaction and such transaction will be deemed as a Direct Debit Transaction.

5.9 Contactless Transactions are also subject to the Limit.

5.10 For Contactless Transactions, the Authorised Merchant does not need to give you a completed transaction sales draft unless you request for it.

5.11 To use the Debit Card to make a cash withdrawal from an Authorised Cash Outlet, you must either key in your PIN into the Chip Terminal and/or sign a Cash Withdrawal Draft prepared by the Authorised Merchant.

5.12 If you wish to use the Debit Card for payments in relation to internet transactions, you must first register for the “MasterCard® Security Code™” (“Service”) at our website (www.uob.com.my) or such other website as may be notified to you. By registering for the Service, you will be deemed to have agreed to be bound by the terms and conditions of the Service as set out in the relevant website.
5.13 We can at our absolute discretion require you at any time to prescribe a Limit on your daily or monthly transactions in Ringgit Malaysia and you cannot use the Debit Card for any transaction exceeding such Limit.

5.14 You must not use or attempt to use the Debit Card for any transaction, in particular cash withdrawal, purchase of goods and/or services and payments or transfer of funds from any Account unless there is sufficient available funds in the relevant Account.

5.15 You authorise us to debit the Account that you have nominated as the Primary Account for point of sales transaction with all purchases of goods and/or services made, any Cash Withdrawals and any other transactions effected using the Debit Card, notwithstanding that such debit of the Account causes it to be overdrawn.

5.16 You will still be liable to us for transactions where you did not obtain or sign the Sales Draft and/or Cash Withdrawal Draft, if we decide that the omission is because of the nature of the transaction, or an oversight by you, the Authorised Merchant, or the Authorised Cash Outlet.

5.17 We can at our absolute discretion decide not to honour a transaction effected using the Debit Card if there is –

(a) an error, defect, failure or interruption in the provision of the ATM service or in our system or equipment for any cause beyond our control or for any reason;
(b) a mechanical fault or malfunction of the terminals or equipment at the Authorised Merchant or Authorised Cash Outlet of any ATM or other service outlet due to an interruption of electrical supply or any cause beyond our control;
(c) an error on our part;
(d) insufficient available funds in the relevant Account;
(e) a use or attempted use of the Debit Card for a transaction exceeding Limit.

5.18 Notwithstanding Clause 5.16 above, we can refuse to honour a transaction effected using the Debit Card for any reason we deem fit.

6.0 JOINT ACCOUNTS

6.1 Transactions effected with any Debit Card from a joint Account will be binding on all account holders, who will be jointly and severally liable for all the transactions.

6.2 The mandate on the operation of a joint Account can only be revoked upon the return of the Debit Card of the cardholder whose mandate is to be revoked, and the Debit Card is cancelled or terminated in accordance with Clause 12 of these Terms and Conditions.

7.0 ACCOUNT

7.1 Upon receipt of any verifications and records of transactions effected using the Debit Card issued by us or appearing on any Statement of Account, you must ensure that all verifications, records and/or entries in the Statement of Account are correct. If you think there is an error in:

a) such verifications and records, you must notify us in writing as soon as reasonably practicable upon receipt of such verifications and records;
b) the Statement of Account, you must notify us in writing as soon as reasonably practicable but no later than fourteen (14) days from the Statement Date;

and you must give us any relevant information and reasonable assistance in investigating the matter. If you do not do so, the verifications, records and/or the Statement of Account will be treated as correct and conclusive evidence against you and you will be deemed to have waived any rights to raise any objections to the verifications, records and/or the Statement of Account. You will be bound by it and liable for all amounts stated in the Statement of Account.
7.2 If you inform us in writing of an error in (i) such verifications and records as soon as reasonably practicable upon receipt of such verifications and records; (ii) the Statement of Account as soon as reasonably practicable but no later than fourteen (14) days from the Statement Date;

a) you will still be bound by the remaining contents of the Statement which are not affected by the alleged error;
b) we will investigate the alleged error, and in the event that the investigation reveals or indicates that there was no error, you will be bound by the contents of the Statement of Account;
c) we can, if satisfied, make the necessary adjustment and rectification to the Account, but this will not affect our right to debit or credit the Account with whatever amount.

7.3 Without affecting the generality of Clause 7.1, the balance in an Account and reflected on the ATM screen or any other service outlet and/or appearing on any Statement of Account shall not include deposits made at the ATM or at our branches or any other transactions effected using the Debit Card which have not been verified in accordance with the manner we determine.

7.4 All payment for the purchases of goods and/or services effected using the Debit Card, annual fees and other charges will be debited to the Account and reflected in the Statement of Account.

7.5 On the approval of pre-authorised transactions set out in Clauses 7.5.1 and 7.5.2 below, the available balance in your Account or part of it may be blocked/earmarked until the transaction is concluded.

7.5.1 For petrol purchases performed at the pump/kiosk using the Debit Card, a pre-authorised amount determined by us will be blocked/earmarked from the available balance in your Account for T+3 days with “T” being the day of the transaction.

7.5.2 For other pre-authorised transactions made using the Debit Card except the transaction mentioned in Clause 7.5.1 above, a pre-authorised amount determined by the Authorised Merchant will be blocked/earmarked from the available balance in your Account until the transaction is finalised and the actual transaction amount debited from your Account.

7.6 If there is insufficient available balance in the Account to pay for a transaction or other amount payable from the Account (including any fees, charges or other payments due to us), we can in our absolute discretion (and without any obligation to do so) transfer or arrange the transfer of sufficient funds from any other account held by you with us, to the Account.

7.7 Notwithstanding anything to the contrary in these Terms and Conditions, if we, due to any reason, including any erroneous approval given or any mistake on our part, wrongly credited any amount into the Account or wrongly debited any amount from the Account, you agree that we have the absolute right to make the necessary adjustments or rectification to the Account, including to debit the Account accordingly.

8.0 DEPOSITS AT ATM

8.1 You can effect cash or cheque deposits at designated ATMs by using the Debit Card and keying in your PIN into the ATM.

8.2 The said cash or cheque deposits will be credited into the relevant Account upon verification by us in the manner we determine from time to time.

8.3 We can return any cheque, draft or instrument deposited but not honoured by us for any reason, and these will be returned to you by ordinary post to your address last known to us, or in any manner we deem fit at your own risk and expense.
9.0 OVERSEAS TRANSACTIONS

9.1 You can use the Debit Card outside Malaysia at Authorised Merchants, Authorised Cash Outlets, and/or Authorised SMART$ Merchants except for offline contactless transactions which are for domestic use in Malaysia only.

9.2 You can use the Debit Card for Cash Withdrawals with the MasterCard Maestro and Cirrus logo in countries approved by us, or at any Authorised Cash Outlets. If you effect such Cash Withdrawals at ATMs not belonging to us, you may incur charges for such Cash Withdrawals.

9.3 If you use the Debit Card for Cash Withdrawals or for a transaction in a currency other than Ringgit Malaysia, the transaction amount will be converted to US Dollars equivalent through MasterCard Worldwide, and then further converted to Ringgit Malaysia equivalent at the conversion rate as determined by MasterCard Worldwide as at the date the transaction is posted into the Account. The rate of exchange on the date of such posting may differ from the rate of exchange in effect on the date of transaction. In addition, an administration cost of 1% or such other rate as determined by us for the conversion of the transactions made in a currency other than Ringgit Malaysia will be chargeable to you. Any rate imposed is determined by MasterCard Worldwide and is final and conclusive, and you will bear all exchange risks, loss, commission and other costs which may be incurred.

9.4 All overseas Cash Withdrawals or transactions by you must not violate the laws existing in the country where the Cash Withdrawals or transactions are effected. Where applicable, you must comply with the Foreign Exchange Administration Rules issued by Bank Negara Malaysia as varied and implemented from time to time and will be liable for any infringement of such rules.

10.0 UNLAWFUL TRANSACTIONS

You cannot use the Debit Card for any unlawful activities. If we find, suspect or have reasons to believe that your Debit Card has been 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 or 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 suspending or terminating the use of the Debit Card, making reports and taking such appropriate actions as we may decide at our absolute discretion.

11.0 YOUR LIABILITY FOR LOST OR STOLEN DEBIT CARD OR SECURITY DEVICE, DISCLOSURE OF YOUR PASS CODE TO ANY PERSON OR UNAUTHORISED USE OF DEBIT CARD

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

11.2 You must follow up your notification in Clause 11.1 with a written confirmation and submission of any documents as required by us including but not limited to a copy of the police report filed in relation to the loss or theft of your Debit Card, Security Device and/or disclosure of your Pass code within seven (7) days from the date of the loss/theft and/or disclosure.

11.3 All charges arising from transactions effected with your Debit Card, whether authorised or not, including Cash Withdrawals and Contactless Transactions, are deemed to have been made by you. You will remain liable for all charges and transactions incurred on the Debit Card unless:
a) you have reported any loss, theft or unauthorised use of your Debit Card, Security Device and/or Pass code as soon as reasonably practicable to the Call Centre upon becoming aware of the loss/theft or unauthorised use respectively;

b) you have not acted fraudulently;

c) you did not deliberately disclose the access identity and Pass code to any person, via unsolicited emails or on any website other than our official website;

d) you have taken reasonable steps to keep the Security Device secure at all times;

and our records of any transactions effected through the use of your Debit Card are conclusive and binding on you.

11.4 We can (at our absolute discretion) limit your liability to RM250.00 (or another amount we choose at any time) for transactions made with the Debit Card prior to us being notified, if we decide that you did not act fraudulently or fail to inform us as soon as reasonably practicable upon discovering that the Debit Card, Security Device or Pass code was lost or stolen.

11.5 At your request, we can (but are not obliged to) issue you with a replacement Debit Card following its loss or theft. You must pay a replacement fee of RM8.00 for each replacement Debit Card. To the fullest extent permitted by law, you will remain liable for any transaction effected through the use of the lost or stolen Debit Card, including transactions effected but not yet posted to the Account, and any existing standing instructions made by you to an Authorised Merchant.

11.6 When you receive the replacement Debit Card you must sign on the signature strip. When you first use the replacement Debit Card, it will be a valid activation of that Debit Card and you are deemed to have accepted and agreed to be bound by these Terms and Conditions. You are solely responsible to notify the Authorised Merchant to cancel or amend any existing standing instructions in relation to the lost or stolen Debit Card and/or the replacement Debit Card.

12.0 TERMINATION, CANCELLATION OR SUSPENSION OF DEBIT CARD

12.1 You may terminate the use of the Debit Card at any time by written notice to us. No refund of the annual fee will be made to you.

12.2 We can at any time at our absolute discretion, withdraw, terminate or suspend your use of the Debit Card, the Account and/or any other related services, refuse to authorise any transaction under the Debit Card and/or refuse to re-issue, renew or replace the Debit Card, without giving you any notice or reason, upon the occurrence of any of the following ("Event of Default") –

a) you fail to comply with the payment or manner of payment of any monies payable under any other agreement in relation to any banking/credit facilities granted by us to you;

b) you exceed the Limit;

c) you threaten to breach or have breached these Terms and Conditions;

d) you pass away or become incapacitated, mentally unsound, insolvent, bankrupt or subject to judicial proceedings;

e) you commit an act of bankruptcy or allow a judgment to remain unsatisfied against you for more than twenty one (21) days;

f) a distress execution, attachment or other legal proceedings are levied, enforced or taken out against your properties and is not discharged or stayed within seven (7) days;

g) any litigation (whether civil or criminal), arbitration or administrative proceedings is pending, on-going or threatened against you;

h) you enter or attempt to enter any composition or arrangement with or for the benefit of your creditors;

i) you commit or threaten to commit a default or breach of any agreements, covenants, stipulations, terms or conditions executed between you and us, which you are required to observe and perform;
j) at any time after the issuance of the Debit Card, laws and regulations governing us make it unlawful, illegal or impossible for us to grant you or to continue to grant you the use of the Debit Card or the Account or to comply with our obligations under these Terms and Conditions or for us to enforce any of our rights under these Terms and Conditions, any security documents or any other agreement in relation to any banking/credit facilities granted by us to you;
k) any investigation by the police, authorities or regulators is pending, on-going or threatened against you;
l) your whereabouts are unknown to us;
m) we, in our absolute discretion, decide that there is any change in the market conditions which would cause the continuation of the Debit Card facilities and services offered to you to be temporarily or permanently not practical or not possible from a commercial point of view;
n) if you have been charged or convicted for any criminal offences or have any criminal records;
o) if there is any report lodged against you under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001;
p) if we suspect or have reasons to believe that the Debit Card is used for an unlawful activity.

12.3 Regardless of Clause 12.2, we can, at our absolute discretion, withdraw or terminate your use of the Debit Card by giving notice to you.

12.4 Upon the termination of your Debit Card, you will remain liable for any transactions effected through the use of the Debit Card (whether before or after the termination of the Debit Card), including transactions effected but not yet posted to the Account, and any existing standing instructions made by you to an Authorised Merchant. You are solely responsible to notify the Authorised Merchant and cancel any existing standing instructions prior to or upon termination of your Debit Card.

12.5 If the Debit Card and/or Account is terminated, you must –
a) cut the Debit Card in half across the magnetic strip and the chip;
b) immediately pay all monies you owe to us (including the whole of the outstanding balance on the Account together with all fees, costs, taxes, duties, levies accrued up to the date of termination of the Credit Card and any other amounts owing in connection with transactions effected using the Debit Card which have not been posted to the Account).

12.6 If, following termination, you do not cut the Debit Card in half, you will continue to be liable for any charges and transactions incurred with the Debit Card and such charges and transactions will be debited to your Account.

12.7 The particulars of any Debit Card cancelled or revoked may be placed on a “cancellation list” which we may circulate to all Authorised Merchants and Authorised Cash Outlets.

12.8 You must notify us if you leave Malaysia to take up residence elsewhere at least fourteen (14) days before your departure. In such event, the Debit Card will be terminated immediately and you must cut the Debit Card in half prior to your departure.

13.0 EXCLUSION OF LIABILITY
13.1 We will not in any circumstances be liable for damages suffered or loss incurred by you (including loss of reputation or embarrassment) –
a) in connection with a representation or implication because of –
i) a cancellation or our refusal to renew the Debit Card;
ii) a suspension or restriction imposed by us on your use of the Debit Card;
iii) the circulation to the Authorised Merchants or Authorised Cash Outlets of the particulars of your Debit Card in a list of cancelled Debit Cards; or
iv) the amendment, variation, cancellation, suspension and/or withdrawal of any of your benefits or privileges under the Debit Card;
b) due to an act or omission of the Authorised Merchant or Authorised Cash Outlet;

c) due to a retention of the Debit Card and/or refusal by the Authorised Merchant or Authorised Cash Outlet to
honour the Debit Card;

d) in connection with a statement, representation or communication made by the Authorised Merchants or
Authorised Cash Outlet;

e) due to a defect or deficiency in goods purchased or services rendered by the Authorised Merchant or
Authorised Cash Outlets;

f) due to a dissatisfaction with the quality, effectiveness and/or genuineness of the goods purchased and/or
services rendered by the Authorised Merchant or Authorised Cash Outlet.

14.0 FEES, CHARGES AND RIGHT TO DEBIT

14.1 You agree to pay, and authorise us to debit from the Account, at any time without notifying you in advance, all fees and
charges, interests, taxes, duties or levies incurred in connection with the issuance and use of the Debit Card, and all
legal costs, charges and expenses which we may incur in enforcing or seeking to enforce these Terms and Conditions.

14.2 You are liable to pay for any goods and services tax or other taxes or levies which as at the date of the issuance of the
Debit Card or at any date subsequent to the date of issuance of the Debit Card, is required by law (including the Goods
and Services Tax Act (2014)) or regulations, guidelines, decisions or directives issued under such laws (and shall
include any amendments made to such laws, regulations, guidelines, decisions or directives) to be paid to any body or
authority having jurisdiction over us, in respect of any moneys charged or incurred by us in relation to the Debit Card.
Unless we have stated otherwise, you shall be liable to pay the applicable goods and services tax in addition to our
fees and charges.

14.3 Any goods and services tax or other taxes or levies incurred by us in relation to the use of the Debit Card and any other
goods or services provided under the Debit Card shall be borne by and charged to you and in the event that we shall
effect any payment, you shall be liable to reimburse us for such amounts paid.

14.4 You must pay an annual fee for the Debit Card when the Debit Card is issued or renewed. The annual fee will be
decided by us at any time, and will be debited to your Account when due, and is not refundable.

14.5 You must pay a service charge (at a rate we choose at any time at our absolute discretion) for services we render in
connection with –

a) a request for the production or photocopy and/or original of a Sales Draft or other documents;

b) the replacement of a lost or stolen Debit Card; or

c) a request for a new PIN.

14.6 You must pay any other fees and/or charges imposed at any time by us or any relevant authority having jurisdiction
over us for services and facilities provided to you.

15.0 SOLE PROPRIETORSHIP AND MINOR

15.1 You expressly undertake to immediately notify us in writing if your sole proprietorship ceases to be such by reason of
any change in the composition or constitution of such sole proprietorship or for any reason.

15.2 You acknowledge and agree to be jointly and severally liable as principal for all transactions, obligations and liabilities
incurred under or in respect of the Account effected and/or as a result of use of the Debit Card by a Minor.

16.0 SMART$ REBATE PROGRAMME

You are entitled to earn SMART$ on purchases made with the Debit Card performed at any SMART$ merchant outlets via our
terminals at the rate determined between us and the SMART$ merchant. Your eligibility to participate in the SMART$ Rebate
Programme is subject to the SMART$ Rebate Programme Terms and Conditions. For the avoidance of doubt, all references to
the value of any given transaction with the Debit Card shall be deemed to be a reference to the final amount charged to the Debit Card taking into account the redemption of SMART$ (if any) under the SMART$ Rebate Programme.

17.0 FEATURES AND BENEFITS GENERALLY
We can at any time at our absolute discretion, amend, modify revise, restrict, increase, suspend, cancel or withdraw all or any facilities, services, benefits and privileges conferred on you pursuant to the Debit Card with prior notice.

18.0 UOB 121 PHONE BANKING SERVICE TERMS AND CONDITIONS
In addition to these Terms and Conditions, if you request for our services through UOB 121 Phone Banking Service, the UOB 121 Phone Banking Service Terms and Conditions will apply in addition to and not in substitution for these Terms and Conditions. You can view the UOB 121 Phone Banking Service Terms and Conditions at www.uob.com.my.

19.0 UOB PERSONAL INTERNET BANKING SERVICE TERMS AND CONDITIONS
In addition to these Terms and Conditions, if you request for our services through UOB Personal Internet Banking, the Terms and Conditions Governing UOB Personal Internet Banking will apply in addition to and not in substitution for any terms and conditions contained in these Terms and Conditions. You can view the Terms and Conditions Governing UOB Personal Internet Banking at www.uob.com.my.

20.0 TERMS AND CONDITIONS GOVERNING THE ACCOUNT(S)
These Terms and Conditions shall be read together with the Terms and Conditions governing the Account(s) ("Account T&C"). In the event of inconsistency between the Account T&C and these Terms and Conditions, these Terms and Conditions shall prevail for matters in relation to the Debit Card.

21.0 RIGHT OF SET-OFF AND CONSOLIDATION
21.1 In addition to any general right of set-off under law or any other agreement, you agree that we may, in our absolute discretion, combine or consolidate the credit balance in the Account with all or any of your existing accounts with us, whether singly or jointly with any other persons. You authorise us, after giving you seven (7) days' notice, to set-off or transfer any sum standing to the credit of the Account towards satisfaction of any sum due and payable to us by you under any of your existing accounts with us, whether singly or jointly with any other persons.

21.2 Upon the issuance of the notice mentioned in Clause 21.1 above, you agree that we have the right to earmark or to place a hold on any monies standing to the credit of the Account, prior to the setting-off and you shall not be entitled to withdraw the monies, without our prior written consent.

21.3 Where a combination, set-off or transfer requires the conversion between currencies, the conversion will be calculated at our then prevailing spot rate of exchange (as fixed by us at our absolute discretion) for purchasing the currency for which you are liable for.

22.0 DISPUTES
22.1 You must resolve all complaints, claims and disputes against an Authorised Merchant or Authorised Cash Outlet directly, and you agree not to enjoin us in any such claims, disputes or legal proceedings, and no such claim can be set-off against us.

22.2 To the fullest extent permitted by law, any claim or dispute which you may have against an Authorised Merchant or Authorised Cash Outlet will not impose any obligation on our part under these Terms and Conditions to withhold any transfer or payment of any monies from the Account to the Authorised Merchant or Authorised Cash Outlet. You agree that we shall not be held liable for effecting such transfer or payment to the Authorised Merchant or Authorised Cash Outlet.

22.3 You must contact and update the Authorised Merchant directly on any cancellation of recurring billing standing instruction or charge or cancellation of a Debit Card in connection with any recurring billing standing instruction. You
agree that you will directly forward any claim or dispute in connection with the recurring billing appearing in the Statement of Account to the Authorised Merchant, and that we will not be held liable in any way.

22.4 When you report that there is a disputed transaction you have against an Authorised Merchant or Authorised Cash Outlet, you must provide to us the following information, whether orally or in writing, in relation to the disputed transaction:

a) your name;
b) the affected Account;
c) date and amount of the disputed transaction; and
d) reason why you believe that it is a disputed transaction.

22.5 We reserve the right to debit the full amount of the disputed transaction(s) from your Account given proof that the disputed transaction(s) is/are legitimate and authorised by you by providing twenty (21) days prior notice to you.

22.6 Any attempt on your part to make false claims on the disputed transactions will entitle us to exercise any of our rights under these Terms and Conditions.

23.0 CROSS DEFAULT

If you breach any of the terms and conditions in any other agreement with us, either for the use of any other debit card issued by us or for any banking/credit facilities, we may at our absolute discretion, terminate the Debit Card.

24.0 VARIATION

24.1 We can, at any time at our absolute discretion, vary, add to, delete or amend the fees and charges as well as these Terms and Conditions by giving you twenty one (21) days’ notice, via posting on our official website at www.uob.com.my, displaying a notice at any of our branches and/or a statement insert in the Statement of Account.

24.2 Any variation referred to in Clause 24.1 will be effective on the date we specify. The retention or use of the Debit Card after the effective date will be deemed to constitute your acceptance of such variation without reservation.

25.0 COMMUNICATION OF INSTRUCTIONS

25.1 You authorise us to act on your instructions given by telephone, mobile phone [including Short Messaging Services (SMS) or Multimedia Messaging Service (MMS) sent from the mobile contact number last known to us], telex, facsimile transmission or other means of telecommunication instructions which we in good faith believe are given by you.

25.2 Unless expressly stated otherwise in these Terms and Conditions, we shall be entitled to rely and act upon any instruction given in writing as stated in Clause 25.1 above and shall not be liable to you in any way for acting in good faith upon any such instruction even though it is subsequently shown that it was not given by you, or for any misunderstanding or any error, loss or delay resulting from the use of mobile devices, postal services, telex or teletype machines, cable devices, facsimile transmission devices or computer devices. We shall be entitled to rely and act upon any instruction communicated over the telephone or mobile phone as stated in Clause 25.1 above, and the risks of misunderstanding and error and of instructions being given by unauthorised persons are entirely yours. We shall not be liable for any loss, liability or expense which result from any such misunderstanding, error or unauthorised instruction.

25.3 You undertake to fully indemnify us, and keep us fully indemnified and saved harmless at all times against all actions, proceedings, claims, demands, liabilities, losses, damages, costs and expenses of any nature (including legal costs on a full indemnity basis) arising in any manner which we may sustain, suffer or incur as a result of us agreeing to act on such instructions referred to in Clause 25.
26.0 DISCLOSURE

You agree and consent that we (including our officials, employees, agents or any other persons to whom we grant access to our records, correspondence or any material relating to you or your Account) can disclose at any time at our absolute discretion without notifying you, any information relating to you or your Account, to the following persons:-

(a) any one of our branches, agencies, representative officers, affiliated, associated or related corporations, and their respective officers, servants or agents, whether in Malaysia or elsewhere ("Bank’s Group"), for any of the following purposes:-
   (i) providing you with banking services;
   (ii) reporting;
   (iii) data matching;
   (iv) improving and furthering the provision of other services by us;
   (v) fraud or crime prevention;
   (vi) investigating, preventing or otherwise in relation to money laundering and criminal activities;
   (vii) debt collection;
   (viii) outsourcing our operations;
   (ix) performance of duties as our officer or in connection with the conduct of audit or the performance of risk management;
   (x) facilitating our performance or any members of the Bank’s Group’s functions;
   (xi) compliance with the Bank’s Group’s policies, guidelines, directives or requirements;
   (xii) corporate exercise;
   (xiii) any legal process initiated by or served on us;

(b) any merchants or establishment which accepts the Debit Card, any other bank or financial institution, MasterCard Worldwide, or its successors, any member of MasterCard Worldwide and/or any other interested party to facilitate the use of the Debit Card or the processing of any transaction affected or investigation of whatsoever nature to be made;

(c) any person for or in connection with any action or proceeding taken to recover monies due and payable by you to us under these Terms and Conditions;

(d) any person, whether in Malaysia or elsewhere, who provides electronic or other services to us for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims;

(e) to any person, whether in Malaysia or elsewhere, which we engage for the purpose of performing or in connection with the performance of services or operational functions which have been out-sourced;

(f) the police or any public officer conducting an investigation in connection with any offence including suspected offences;

(g) debit card companies and financial institutions in connection with debit card enquiries;

(h) to other banks, financial institutions, credit bureau or credit reference agents (only for credit information);

(i) our auditors, solicitors, and professional advisors;

(j) 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;

(k) any credit bureau of which we are a member, and any other members and/or compliance committee of such credit bureau;

(l) any rating agency, business alliance partner, insurer or insurance/takaful provider or direct or indirect provider of credit protection;

(m) any actual or potential participant or sub-participant in relation to any of our obligations under the banking agreement between you and us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;

(n) for transactions effected or processed with or without your authority in or through the ATMs of other banks or financial or non-financial institutions or terminals or other card operated machines or devices we approve, to the bank, financial institution or non-financial institution, trader or other party accepting the use of the ATM card and their respective agents or contractors;
any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any members of the Bank’s Group;

(p) any person to whom we or any members of the Bank’s Group is permitted or required to disclose to under the law of any country;

(q) any other person to whom such disclosure is considered by us to be in our interest, or the interest of any members of the Bank’s Group (not applicable to strategic alliance for marketing and promotional purpose);

(r) any person connected to the enforcement or preservation of any of our rights under these Terms and Conditions; and

(s) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any authority having jurisdiction over us.

27.0 COURT ORDER
We 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.

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

28.2 You agree and consent that we may transfer the Personal Data outside of Malaysia. All Personal Data held by us and the Bank’s Group will be accorded a reasonable level of protection against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or deletion.

28.3 In the event you provide Personal Data relating to third parties, including data relating to your next-of-kin and dependents (where you are an individual) or data relating to your directors, shareholders, officers, individual guarantors and security providers (where you are a corporation), for the purpose of opening or operating the Account with us or otherwise subscribing to our products and services, you:

(a) confirm that you have obtained their consent or are otherwise entitled to provide this data to us and for us to use it in accordance with these Terms and Conditions;

(b) undertake that you have informed the said third parties to read the Privacy Notice at our website www.uob.com.my;

(c) have informed the said third parties:

(i) that we may collect or verify their personal and financial data with third party sources;

(ii) that we may disclose their personal data to classes of third parties described in our Privacy Notice;

(d) agree to ensure that the personal and financial data of the said third parties is accurate;

(e) agree to update us in writing in the event of any material change to the said personal and financial data; and

(f) agree to our right to terminate these Terms and Conditions should such consent be withdrawn by the said third parties.

28.4 Where you instruct us to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including data relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing us and/or our agents to enter into any cross-border transaction on your behalf, you agree to the above said disclosures on behalf of yourself and others involved in the said cross-border transaction.

28.5 Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to us and the Bank’s Group (whether in or outside Malaysia), you agree that we and the Bank’s Group, and our merchants and strategic partners may contact you about products, services and offers, which we believe may be of interest to you or
benefit you financially. Notwithstanding the foregoing, we will only disclose your Personal Data (excluding data relating to your affairs or the Debit Card) with our merchants and strategic partners where your express prior consent has been obtained.

28.6 You may choose not to receive any direct marketing materials from us and the Bank’s Group by writing in to us at ‘Personal Financial Services, P.O. Box 13525, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur’ (or such other address notified by us) with your request and we will abide by your latest written instructions to us.

28.7 You acknowledge that certain communications such as Statement of Account and our websites contain standard information regarding our other products and services that cannot be removed without affecting the delivery/provision of our services and/or products, the operation of your Account and/or facilities with us, and/or without imposing additional costs to you.

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

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

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

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

28.9 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.

28.10 Please note that if you subsequently withdraw your consent to process your Personal Data as given earlier to us, as we will not be able to process and/or disclose your Personal Data in relation to the purposes set out in the Privacy Notice, we will have the right to not provide or discontinue the provision of any product, service, Account and/or facilities that is linked to such Personal Data.

28.11 We reserve the right to amend this Clause 28 from time to time at our sole discretion and shall provide prior notification to you in writing and place any such amendments on our websites or by placing notices at the banking halls or at prominent locations within our branches or by such other means of communication deemed suitable by us.

28.12 This Clause 28 shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of data.

29.0 INDEMNITY
You agree to indemnify us against all actions, proceedings, claims, demands, losses, damages, costs and expenses (including but not limited to legal expenses on a full indemnity basis) which we may sustain or incur in enforcing or attempting to enforce our rights under these Terms and Conditions or arising out of or in connection with any taxation laws or regulations of any country having jurisdiction over us.

30.0 NOTICES AND COMMUNICATION
30.1 We can at our absolute discretion deliver any Statement of Account, notice or communication to you in any of the following manner by:
(a) electronic mail to your last known e-mail address in our records;
(b) post (registered, AR registered, ordinary or otherwise) or delivered by hand or left at your last known address in our system;
(c) displaying the notice at the branch;
(d) posting the notice or communication on our official website at www.uob.com.my;
(e) way of advertisement or general notice in a daily newspaper;
(f) radio or television broadcast or any other form of media communication;
(g) facsimile to your last known facsimile number in our records.

30.2 The said notice or communication will be deemed to have been received by you on the day it was so delivered, on the day following such posting or on the day such display, publication or broadcast was made.

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

30.4 Changes in contact details:-
(a) You agree to notify us immediately on any changes of your correspondence/mailing or residential address and your contact information ("Information").
(b) If you do not inform us of any change in your Information, you agree that we may at our absolute discretion, rely on:-
   (i) any address and/or contact information stated in the application form or as reflected in our records;
   or
   (ii) any address and/or contact information we obtain from any communication purportedly issued from you to us.
(c) Any failure by you to notify us of a change in your Information resulting in the delay or the non-delivery of any Statement of Account, correspondence and/or notice will not prejudice our rights and entitlements under these Terms and Conditions.

31.0 RETENTION OF YOUR RECORDS
You agree that we are not obligated to maintain any records of your Debit Card, including but not limited to the Debit Card application forms, transaction documents, Statement of Account, correspondences or documents provided to us by you or any other third party, 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.

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

a) by leaving a copy at the address as stated in the application form or in any communication purportedly issued by you to us or last known to us and it shall be deemed to have been duly received by you on the day it was left at the address; or

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

33.0 CIRCUMSTANCES BEYOND OUR CONTROL
If we are unable to perform any of our obligations under these Terms and Conditions, or carry out any operations or provide any service due to any reason beyond the our control, including –

a) fire, earthquake, flood, epidemic, natural disaster, accident, riot, civil disturbances, industrial disputes, acts of terrorism, embargo, war, act of God;

b) any failure or disruption to telecommunications, internet, electricity, water, fuel supply; or
c) any circumstance in the nature of a force majeure (an unforeseeable event that prevents us from performing our obligations under these Terms and Conditions), we will not be in any way liable for any failure of performance or for any inconvenience, loss, injury, and damages suffered or incurred by you directly or indirectly as a result.

34.0 TIME
Time will be of the essence in these Terms and Conditions.

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

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

37.0 USE OF DEBIT CARD FOR ADDITIONAL/SUBSTITUTED ACCOUNT
Notwithstanding these Terms and Conditions, we have the discretion to allow, at your request, any Debit Card to be used or continue to be used in relation to or in substitution for the Account originally designated by you, and these Terms and Conditions will apply to the use of the Debit Card in relation to any such other Account.

38.0 PRESERVATION OF RIGHTS AND ENTITLEMENT
Our rights and entitlements under these Terms and Conditions will remain in full force and effect, and will survive any cancellation, revocation or suspension of the use of the Debit Card.

39.0 CHANGE IN CONSTITUTION
These Terms and Conditions 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.

40.0 ASSIGNMENT
We may at any time and without your consent assign all or any of our rights, title and interest under these Terms and Conditions to any person or corporation. You may not assign any of your rights and obligations under these Terms and Conditions.

41.0 LAW
These Terms and Conditions will be governed by and construed in accordance with Malaysian law, and you irrevocably –
(a) submit to the non-exclusive jurisdiction of the courts in Malaysia;
(b) waive any objection on the ground of venue or forum non conveniens or any similar ground; and
(c) consent to service of Legal Process in any other manner permitted by these Terms and Conditions and/or any the relevant laws.

42.0 COMPLAINT AND ENQUIRY
In the event of complaint or enquiry relating to Debit Card, you may contact our Card Centre at:
24-hour UOB Call Centre : 03-2612 8121
Fax : 03-2690 0121
Email : uobcustomerservice@uob.com.my

43.0 SUCCESSORS BOUND
These Terms and Conditions will be binding upon your heirs and personal representatives and our assigns and successors-in-title.