



## TERMS & CONDITIONS OF UOB AUTO-BILL PAY

- 1) UOB Auto-Bill Pay Service is open to all United Overseas Bank (Malaysia) Bhd (271809-K) ("UOB") VISA/MASTERCARD Cardmembers ("Cardmember") within the Terms and Conditions stated herein.
- 2) Upon approval of the Cardmember's application for UOB Auto-Bill Pay Service ("the Service") by UOB, all amounts due and owed to the merchant ("Charges") payable and/or made payable to the specified merchant ("Merchant(s)"), as indicated by the Cardmember in the application form shall be debited from the Cardmember's Credit Card amount maintained with UOB ("Credit Card Account").
- 3) A minimum of two (2) months is required from the date of application of the Service, for the first auto-debit transaction to be activated ("Date of Activation"). Although UOB will endeavour to effect payments of the said Charges, UOB accepts no responsibility to make the same at any time or in a timely manner and UOB shall not incur any liability through any error, neglect, refusal or omission to make or delay in making any or all of the payments of the Charges to the Merchant(s) nor shall UOB be liable or responsible for any acts, delay or omission on the part of the Merchant(s) during the continuance of the Service.
- 4) UOB shall not be responsible to make all or any payments of the said Charges to the Merchant(s) where there is no available or sufficient credit limit in the Cardmember's Credit Card Account or where the use of the Credit Card by the Cardmember has been terminated or suspended for any reason whatsoever. In which event the Cardmember shall be responsible for paying the Charges directly to the Merchant(s) and in any of these circumstances, UOB shall not be liable for any damages or losses suffered arising from this.
- 5) All participating Cardmembers must at all times observe the Cardmember's credit limit and the Credit Card Account maintained with UOB shall be regularly and satisfactorily conducted by the Cardmember.
- 6) In the event the Cardmember's Credit Card Account is suspended but not terminated or cancelled prior to the payment of the Charges to the indicated Merchant(s), UOB shall, without prejudice to Clause 3, discontinue all payments of the Charges to the Merchant(s). In such event, the Cardmember shall be solely responsible for paying the unpaid Charges directly to the Merchant(s) and UOB shall not be liable for any damages or losses suffered arising from this. Once the Cardmember's Credit Card is uplifted from suspension and is fully operational, the Cardmember must give a written notice to UOB to continue with the Service. Upon receipt of such written notice, UOB may, at its absolute discretion activate the next subsequent payment of the Charges to the Merchant(s). Without prejudice to Clause 3 herein, in the event the Cardmember's Credit Card has been terminated, revoked, cancelled or withdrawn by UOB for any reason whatsoever, UOB shall immediately stop and discontinue all payments of the Charges to the Merchant(s). Thereafter the Service and the obligation of UOB to effect all payments of the Charges to the Merchant(s) shall automatically terminate. The Cardmember shall be solely responsible for paying the unpaid Charges directly to the Merchant(s) and in any of these circumstances, UOB shall not be liable for any damages or losses suffered arising therefrom.
- 7) The Cardmember shall be solely responsible to notify the indicated Merchant(s) directly of any stop payment instructions by the Cardmember prior to any payment of Charges to the Merchant(s). UOB shall not be liable for any damages or losses suffered due to any delay by the Cardmember in notifying the indicated Merchant(s) of any stop payment order and if any Charges had been debited by UOB towards the Cardmember's Credit Card Account it shall be conclusively deemed to have been incurred by the Cardmember.
- 8) Irrespective of any act or omission in regards to the payment of the Charges made by UOB to the respective Merchant(s) whether such payment had been made in excess or is insufficient, such Charges will be debited by UOB towards the Cardmember's Credit Card Account and is conclusively deemed to have been incurred by the Cardmember.
- 9) UOB shall not be held liable for any act, omission, defect or deficiency in the Service or due to any insufficient payment or any amount paid in excess in regards to the Charges made to the indicated Merchant(s). In the event the Cardmember disputes against such act, omission, defect or deficiency in the Service, the Cardmember shall resolve his/her dispute directly with the Merchant(s).
- 10) The Cardmember, under any circumstances, or in any event of such dispute howsoever arising, shall not withhold any payment due and owing to UOB of whatever amount that had been debited from the Cardmember's Credit Card Account for the payment of the Charges made to the Merchant(s).
- 11) Notwithstanding any resolved or unresolved dispute between the Cardmember and the Merchant(s), such Charges debited by UOB towards the Cardmember's Credit Card Account is conclusively deemed to have been incurred by the Cardmember and any such claims made by the Cardmember against the Merchant(s) shall not entitle the Cardmember to set-off or counter claim the Charges disputed against UOB.
- 12) Subject to Clause 14, in the event the Merchant(s) indicated herein shall no longer be interested in participating in the Service or the Cardmember intends to cancel the Service ("Cancellation"), either party who intends to cancel the Service shall notify the other. Such cancellation of the Service shall not terminate the UOB VISA/MASTERCARD Cardmember Agreement between UOB and the Cardmember.
- 13) Notwithstanding the death or bankruptcy of the Cardmember, the Terms and Conditions in respect of the said Charges made to the indicated Merchant(s), in good faith by UOB, herein shall prevail and remain in force until UOB is in actual receipt of such notice of the Cardmember's death or bankruptcy. Without prejudice to Clause 14 herein, upon receipt of such notice of termination ("Termination"), the Service ceased to operate and be of no further effect.
- 14) The Services is valid so long as UOB is not in receipt of any notification of cancellation by the indicated Merchant(s) or any notice of termination by reason of death or bankruptcy of the Cardmember. In the event the Service has been cancelled as per Clause 12 or terminated as per Clause 13 prior to the completion of the twelve (12) months ("Minimum Service Period") from the Date of Activation, UOB may, as its absolute discretion:
  - i) stop and discontinue all payments of the Charges to the indicated Merchant(s); and
  - ii) deduct from the Cardmember's Credit Card Account a requisite service charge as further described in Clause 5 hereunder.Thereafter the Service and the obligation of UOB to effect all payments of the Charges to the Merchant(s) shall be deemed terminated.
- 15) Notwithstanding the Minimum Service Period, in the event of Cancellation or Termination (as per Clauses 12 and 13 herein) of the Service by the Cardmember, UOB is authorized to deduct a service charge of RM30 from the Cardmember's Credit Card Account for each and every Service to the indicated Merchant(s) stopped or cancelled due to such Cancellation or Termination.
- 16) The Cardmember shall notify the indicated Merchant(s) as soon as possible of any changes in the Cardmember's Credit Card number (if any), including any new credit card issued under "lost card" or "conversion". UOB shall not be liable in the event the Merchant(s) receives no notification of such effective changes from the Cardmember which may result in the non-payment of the Charges to the Merchant(s).
- 17) Cardmember hereby expressly consents and authorises UOB to disclose or reveal to all Merchant(s) indicated by the Cardmember of any information relating to the Cardmember and the Cardmember hereby confirms that no further consent from the Cardmember is necessary or required and UOB shall be under no liability for disclosing such information.
- 18) The indicated Merchant(s) herein may also implement its own Terms and Conditions for its auto-pay service and consequently such terms and conditions shall apply mutatis mutandis.
- 19) The Terms and Conditions stated herein is an addition to and not in derogation of UOB VISA/MASTERCARD Card Agreement now or hereafter subsisting between the Cardmember and UOB.
- 20) UOB shall have the right to vary, add, delete or amend any of the Terms and Conditions herein, from time to time, by notifying the Cardmember of such alteration in writing and such variation, amendment shall be binding on the Cardmember so long as the Service remain in operation between the Cardmember and UOB.
- 21) In the event of conflict or discrepancy between the Terms and Conditions and any letter of variation, amendments, cancellation or notification and the provisions herein such letter as the case may be, shall prevail.
- 22) Clause 22 herein shall survive the termination or cancellation of the Service.