

TERMS AND CONDITIONS GOVERNING CHEQUE WRITER SERVICE

1. Applying For Cheque Writer Service

1.1 In applying for Cheque Writer Service the Customer agrees to be bound by these terms and conditions, the Bank's Terms and Conditions Governing Non-Individual Current And Savings Account, UOB Business Internet Banking Service Agreement and UOB Business Internet Banking Service Agreement Country Addendum (Malaysia). Provided that in the event of any inconsistency between these terms and the aforesaid other terms, these terms shall prevail in respect of Cheque Writer Service. These terms and conditions are in addition to any other agreement which the Customer may have with the Bank.

2. Definitions

2.1 "Account" means a current account designated by the Customer for the purpose of the Cheque Writer Service.

2.2 "Bank" means United Overseas Bank (Malaysia) Bhd.

2.3 "Cheque Writer Service" means a service which the Bank supplies the Customer with pre-printed cheques on separate and loose A4-sized sheets or such other size as the Bank may prescribe from time to time and the Software to process and print the details onto the pre-printed cheques.

2.4 "Customer" means the customer who is a sole-proprietor, business or corporate account holder of the Account approved by the Bank to use the Cheque Writer Service.

2.5 "Materials" means operating manuals, user guides and other documentation which may be amended and updated from time to time, which are provided by the Bank to the Customer from time to time for the Cheque Writer Service.

2.6 "Software" means the software made available by the Bank to the Customer for the Cheque Writer Service which includes the computer programmes in machine readable form, the files, compact disks, CD-ROM or others and any subsequent corrections, enhancements, updates and modifications thereof. The Software may consist of software belonging to the Bank or any third party.

2.8 "UOB Group" means the Bank's branches, agencies, representative offices, affiliated, associated or related corporations and their respective officers, servants or agents, whether situated in or out of Malaysia.

2.9 In the interpretation of these terms and conditions, words importing singular include plural and vice versa and words importing a gender include every gender. The headings in these terms and conditions are inserted for convenience only and shall be ignored in construing these terms and conditions.

3. Software

3.1 The Software and Materials provided to the Customer by or through the Bank belong to and remain the exclusive property of the Bank or, where applicable, the Bank's supplier. The Bank grants to the Customer a non-exclusive non-transferable licence to use the Software and Materials only for the Cheque Writer Service as described in these terms and conditions. The Customer shall not disassemble, reverse engineer, copy, remove, modify, transfer, adapt, translate in any form, in whole or in part, the Software and the Materials and shall not allow any third party to have access to the same without the prior written consent of the Bank. The Customer undertakes to return to the Bank the Software and Materials immediately upon request by the Bank.

3.2 The Customer undertakes to, at its own cost, properly install and to make available the necessary equipment and hardware to support the software maintain and use the Software where applicable. The Bank may (but is not obliged to) assist the Customer in the installation of the Software or Equipment for a fee. The Bank does not make any warranty, express or implied, as to the merchantability of the Software and the Materials or its fitness for any purpose or that it is free of errors.

3.3 The Bank shall not be liable to the Customer for the loss of or damage to any database, information or statement that may arise, directly or indirectly, from the installation, maintenance or use of the Software and Materials or for any loss or damages whatsoever suffered by the Customer arising from the installation or use of any software or hardware which is not supplied by the Bank and if the Bank suffers any loss or damages arising from or connected to the use of such software or hardware, the Customer shall indemnify the Bank in full against such loss or damages if it is due to the Customer's fault and/or negligence.

3.4 The Customer undertakes to notify the Bank immediately if the Software or the Materials is defective, lost or stolen.

4. Cheque Writer Service

4.1 The Customer shall pay the Bank a fee at the rate determined by the Bank and the stamp duties for the pre-printed cheque supplied for the Cheque Writer Service and the same will be charged to and/or deducted from the Account.

4.2 Upon receipt of the pre-printed cheques, the Customer shall count the numbers of cheques and examine the account number and serial numbers carefully. Any discrepancy or irregularity found must be reported to the Bank immediately. The Customer must keep the pre-printed cheques safely and must inform the Bank immediately in writing should any pre-printed cheques be mislaid, lost or stolen. Should any pre-printed cheques be mislaid, lost or stolen due to the negligence of the Customer, the Customer shall be liable for all losses resulting therefrom including without limitation losses due to forged or altered pre-printed cheques.

4.3 Applications for pre-printed cheques shall be made on the application forms prescribed by the Bank or by written request.

- 4.4 The Bank may refuse to pay cash in which the word "bearer" has been cancelled or on pre-printed cheques made payable to company, society, organisation, institution or any other form of business concerned.
- 4.5 The Bank may decide to honour any pre-printed cheque bearing a facsimile signature similar to the specimen signature with the Bank. "Facsimile signature" includes any facsimile signature impressed using a rubber stamp.
- 4.6 The Bank mark pre-printed cheques as "good to payment" to another bank, in which case, the Account shall be immediately debited with the proceed with the marked cheque and thereafter payment of the marked cheque cannot be stopped.
- 4.7 The Customer shall be solely responsible for the truth, completeness and accuracy of the details on the pre-printed cheques. Pre-printed cheques presented for clearing will be checked against the signatures of the authorised signatory(ies) and the Bank shall be entitled to, without liability to the Customer and third party, reject such pre-printed cheques where any one of the aforesaid items does not correspond with the specimen signature with the Bank.

5. Limits

- 5.1 The Bank may at any time, by notice introduce, determine, vary or cancel limits for the Cheque Writer Service, whether in monetary or numerical terms or otherwise, and to vary its frequencies and availability period.
- 5.2 The Bank may by notice to the Customer, limit, cancel or suspend the Cheque Writer Service in whole or in part at any time without liability to Customer.

6. Fees, Charges and Right of Debit

- 6.1 The Customer shall pay the Bank such subscription fee and other cost, charge, expense and interest for the use of the Cheque Writer Service as the Bank may determine from time to time. The Bank shall give not less than 21 days' advance notice to the Customer on any changes to the subscription fee and charges.
- 6.2 All other agreements between the Customer and the Bank for the payment of fees, costs, charges, expenses and interest shall continue to be in force and shall be in addition to and not be affected by the agreement herein to pay fees, costs, charges, expenses and interest in relation to the Cheque Writer Service.
- 6.3 All fees, costs, charges, expenses, interest and other amounts payable to the Bank under these terms and conditions shall be in Malaysia currency unless otherwise specified.
- 6.4 The Customer shall pay any taxes levies or charges whatsoever (collectively "the Taxes") now or hereafter imposed by law or required to be paid in respect of the Cheque Writer Service. The Customer shall indemnify the Bank for any payment of such Taxes made by the Bank on the Customer's behalf.
- 6.5 All fees, costs, charges, expenses, interest, taxes, duties, levies and other amounts which are payable to the Bank or recoverable from the Customer under these terms and conditions will be charged to and/or deducted from the Account at such times as the Bank may determine with 7 days' notice to the Customer. If there are insufficient funds in the Account, the Bank may (but is not obliged to) debit the Customer's other accounts without prejudice to the Bank's right to terminate the Cheque Writer Service.

7. Software & Equipment Upgrade

- 7.1 If new or different versions of the Software or types of the Equipment or other software or equipment necessary for the operation of the Cheque Writer Service are available, the Bank reserves the right not to support any prior version of the Software or prior type of Equipment. If the Customer fails to upgrade the relevant Software or Equipment or to use the enhanced version of Software or type of Equipment as required by the Bank, the Bank may terminate the Cheque Writer Service immediately, by providing notification to the Customer.
- 7.2 The Bank reserves the right to change the type or versions or specifications of any hardware or equipment that the Customer may be required to use for the Cheque Writer Service. If such requirements are not met by the Customer, the Bank may terminate the Cheque Writer Service immediately by providing notification to Customer.

8. Termination

- 8.1 The Bank may by prior notice to the Customer terminate or deactivate or revoke the Cheque Writer Service at any time without liability to the Customer. Without affecting the foregoing, the Cheque Writer Service is automatically deemed terminated upon the termination or closure of the Account. The Customer may only terminate the Cheque Writer Service upon the giving of two months' notice in writing to the Bank.
- 8.2 The Customer's obligation to pay all fees, costs, charges, expenses and amounts accrued up to the date of termination shall survive the termination or the deactivation or revocation of the Cheque Writer Service.
- 8.3 The Customer undertakes to return to the Bank all Software, Equipment, Materials and other software or equipment supplied by the Bank and destroy any copies thereof in the Customer's possession, and erase all copies of the Software or other software supplied by the Bank in the Customer's computer system, immediately upon termination of the Cheque Writer Service.

9. Confidentiality

- 9.1 The Customer shall keep the Software, Materials, all document(s) and information in relation to the Cheque Writer Service confidential and to limit access thereof to its employees (under a similar duty of confidentiality) who require access on a need to basis. The Customer shall promptly

notify the Bank in writing if it discovers or reasonably suspects that any of the aforesaid confidential information has been or may be compromised or disclosed to any authorised person.

10. Circumstances Beyond the Bank's Control

10.1 If the Bank is rendered wholly or partly unable to observe or perform these terms and conditions by reason of causes beyond its control including (but not limited to) equipment, system or transmission link malfunction, failure or sabotage, fire, flood, explosion, acts of elements, acts of God, accidents, epidemics, strikes, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of any Government or regulator of competent jurisdiction, or by any other causes which it cannot reasonably be expected to avoid, the performance of the obligations of the Bank as they are affected by such causes shall be excused for the continuance of such causes.

10.2 The Bank shall not be liable for any delay, loss, damage or inconvenience whatsoever caused by or arising from or in connection with any one or more of the above-mentioned causes.

11. Disclosure of Information

11.1 The Customer agrees that the Bank (including the Bank's officials, employees, agents or any other persons who the Bank grants access to its records, correspondence or any material relating to the Customer or the Account or the Cheque Writer Service) can disclose at any time, any information relating to the Account or the Cheque Writer Service or the Customer or any person who is authorized by the Customer (either alone or otherwise) to operate the Account or to act on behalf of the Customer in giving instructions or to perform any acts hereunder, to the following persons: –

- (a) any member of the UOB Group for any of the following purposes:
 - (i) providing the Customer with banking services;
 - (i) reporting;
 - (ii) data matching;
 - (iii) promoting, improving and furthering the provision of other services to the Customer;
 - (iv) fraud or crime prevention;
 - (v) investigating, preventing or otherwise in relation to money laundering and criminal activities;
 - (vi) debt collection;
 - (vii) outsourcing the Bank's operations;
 - (viii) performance of duties as an officer of the Bank or in connection with the conduct of audit or the performance of risk management;
 - (ix) facilitating the performance of the function of the Bank or any member of the UOB Group;
 - (xi) compliance with the UOB Group's policies, guidelines, directives or requirements;
 - (xii) corporate exercise;
 - (xiii) any legal process initiated by or served on the Bank;
- (b) any person or organization, whether in Malaysia or elsewhere, who provides electronic or other services to the Bank for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims;
- (c) any person or organization, whether in Malaysia or elsewhere, which the Bank engages for the purpose of performing or in connection with the performance of services or operational functions which have been out-sourced;
- (d) the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- (e) other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- (f) the Bank's auditors, solicitors and professional advisors;
- (g) the Bank's stationery printers, vendors of the computer systems the Bank uses and to such persons installing and maintaining them, and other suppliers of goods or service providers the Bank engages;
- (h) any receiver appointed by or on behalf of the Bank or any other party;
- (i) any credit bureau of which the Bank is a member, and any other members and/or compliance committee of such credit bureau;
- (j) any rating agency, insurer or insurance broker or direct or indirect provider of credit protection;
- (k) any actual or potential participant or sub-participant in relation to any of the Bank's obligations under the banking agreement between the Customer and the Bank, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;
- (l) for transactions effected or processed with or without the Customer's authority in or through automated teller machines of other banks or financial or non-financial institutions or terminals or other card operated machines or devices the Bank approves, to the bank, financial institution or non-financial institution, trader or other party accepting the use of the automated teller machines card and their respective agents or contractors;
- (m) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over the Bank or any member of the UOB Group;
- (n) any person to whom the Bank or any member of the UOB Group is permitted or required to disclose to under the law of any country;
- (o) any person or organization for purposes of upgrading or maintenance of the Cheque Writer Service, maintenance of the Software, printing of any documents for the provision of the Cheque Writer Service;
- (p) any person or organisation for or in connection with the enforcement of or preservation of any right in these terms and conditions;
- (q) the Central Credit Bureau or such other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over the Bank.

11.2 The Customer agrees that the Bank shall not be liable for any loss or damage that the Customer may incur due to the negligence, act or omission of any third party referred to in Clauses 12.1 below.

12. Indemnity by Customer

12.1 To the fullest extent permitted by law and unless it is due to our wilful misconduct or gross negligence, the Customer shall indemnify the Bank for all and any loss, damage, expense, liability, claim or cost (including all legal cost on an indemnity basis) to which the Bank may howsoever be subjected in relation to the Bank's functions with respect to the Cheque Writer Service and including but not limited to:

- (a) any unauthorized Customer's instructions or such instructions being inaccurate, garbled or incomplete;
- (b) the recovery of or attempt to recover by the Bank from the Customer any monies due to the Bank or the enforcement by the Bank of these Terms and Conditions;
- (c) any change in any law, regulation or official directive which may have a material adverse effect on these terms and conditions or the Bank;
- (d) any breach by the Customer of any of the Customer's obligations provided for in these terms and conditions; and
- (e) loss or theft of the Software and/or the Materials.

13. Exclusion of Liability

13.1 To the extent permitted by law and unless it is due to our wilful misconduct or gross negligence, the Bank shall not be liable for any loss or damage whatsoever and howsoever caused on the part of any person whether or not arising from or in connection with and including but not limited to the following:

- (a) the installation, maintenance or operation of the Software;
- (b) any computer or system virus interferences, "trojan horses" or other harmful components that may interfere with the Software or the Bank's, the Customer's or the Internet service provider's computer system;
- (c) any breakdown or malfunction of any of the software used in connection with the Cheque Writer Service, whether belonging to the Bank or not, including but not limited to any electronic terminal or telecommunication device;
- (d) any loss, theft, or use (whether actual, purported, authorised or unauthorised) of the password and login-ID, the Software or the Materials;
- (e) any destruction or alteration or error in transmission of any instructions, data or information transmitted by the Customer or by the Bank;
- (f) any inaccurate, garbled or incomplete instructions of the Customer transmitted to the Bank;
- (g) any failure by the Customer to follow the latest instructions, procedures and directions for using the Cheque Writer Service;
- (h) any delay in delivery or non-delivery of any documents or materials whatsoever under the terms and conditions; or
- (i) any direct, indirect or consequential loss or damage (whether foreseeable by the Bank or not) arising out of or related to the use or non-availability of the Cheque Writer Service.

14. Communication

14.1 All notices and communications to the Customer may be sent by post, personal delivery, cable, facsimile transmission, electronic mail or such other manner as the Bank may deem fit, to the Customer's last known address, telex or cable or facsimile number or electronic mail address in the Bank's records.

14.2 All notices and communications sent shall be conclusively deemed to have been received by the Customer on the day following such posting if sent by post,; upon delivery if delivered personally; and at the time and day of dispatch by the Bank if sent by telex, cable, facsimile transmission or electronic mail, . A written statement by an officer of the Bank confirming the dispatch of any notice or communication from the Bank shall be binding and conclusive evidence of this fact as against the Customer.

15. Amendments

15.1 The Bank reserves the right from time to time and by giving not less than 21 days' prior notice to vary, modify, amend, add to or delete these terms and conditions, either through the Customer's Statement of Account or by posting on the Bank's official website at www.uob.com.my or at the Bank's branches, or in any manner that we choose as may be determined by the Bank from time to time. The Customer's continued use of the Cheque Writer Service shall be deemed to be acceptance of the variation, modification, amendments, addition or deletion.

15.3 The Customer shall be bound by any variation, modification, amendment, addition or deletion to these terms and conditions from the date determined by the Bank or in the event no date is specified, from the date of such display, publication, advertisement, broadcast, posting or transmission.

16. Invalidity of Any Provision

16.1 If any of the provisions of these Terms and Conditions or any part of it shall be adjudged invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected.

17. Compliance with Court Orders

The Bank and the UOB Group can act in any way they see fit, without consulting the Customer beforehand, if they are served with a court order issued by a court of any jurisdiction. The Customer agrees that he will not hold the Bank and/or the UOB Group liable for any loss or damage in connection with their actions.

18. Applicable Law and Proceedings

18.1 These Terms and Conditions shall be governed by the laws of Malaysia. The Customer irrevocably submits to the non-exclusive jurisdiction of the courts of Malaysia Any proceedings whatsoever for the recovery and/or enforcement of any monies claimed to be due from the Bank shall be instituted by the Customer solely in the courts of Malaysia unless the Bank otherwise agrees in writing and any judgment or order of court made against the Bank shall not be enforceable or executed against any overseas branch of the Bank.

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