

## UOB LADY'S SOLITAIRE CARD FEES & CHARGES

Finance Charges	Tier	Per Annum (%)	Rate Qualification
(i) Retail Transactions (Effective 1 May 2012)	Tier 1	15%	You promptly pay the Minimum Payment Due by the Payment Due Date for the immediately preceding 12 consecutive months.
	Tier 2	17%	You promptly pay the Minimum Payment Due by the Payment Due Date for at least 10 of the immediately preceding 12 consecutive months.
	Tier 3	18%	You do not fall into Tiers 1 or 2.
(ii) Cash Advance Fee	5% or RM20.00 (whichever is higher) for each Cash Advance Withdrawal + 18% p.a. daily interest.		
Minimum Payment Due (monthly)	5% of the outstanding balance or RM50.00 (whichever is higher).		
Late Payment Charge (Effective 1 May 2012)	1% of the total outstanding balance as at the Statement Date, or RM10.00 (whichever is higher), subject to a maximum of RM100.00		
Interest-Free Period	20 days from the Statement Date and applicable if you make full payment by the Payment Due Date. If you make partial payment, finance charges for retail transactions will be calculated from the day the transactions are posted to the LADY'S SOLITAIRE CARD Account.		
Conversion for overseas transactions	The conversion rate will be the prevailing rates of Mastercard International plus a 1% administrative fee.		
Smart Protector	RM0.65 per RM100.00 outstanding balance		
Foreign Cheque	Singapore Cheques – SGD20.00 per cheque dishonoured. Other currencies – Based on actual charges from United Overseas Bank (Malaysia) Bhd.		
Lost Card Replacement	RM50.00 per LADY'S SOLITAIRE CARD replacement.		

LADY'S SOLITAIRE CARD Courier / Delivery fees for Gift Redemption & Privileges Shopping Items (per item)	RM15.00 – Within Malaysia. RM50.00 – Outside Malaysia.
Sales Draft Retrieval	RM5.00 per photocopy and RM15.00 per original.
LADY'S SOLITAIRE CARD Statement Request	RM5.00 – walk-in or facsimile request. RM6.00 – mail request.
Refund of Credit Balance	RM0.15 – Stamp Duty. RM2.00 – Commission

### **Credit Card Service Tax Announcement**

Please be informed that effective from 1 January 2010, all individual and corporate credit cards including virtual credit cards will be imposed a service tax. This is in accordance to the Budget 2010 announcement to impose service tax on credit cards.

<b>Tax Amount</b>	
Principal Credit Card	RM50.00 per card per year.
Supplementary Card	RM25.00 per card per year.
<b>Taxable Period</b>	
New Card	Service tax will be imposed on the date of issuance of the Credit Card and each subsequent anniversary date every year.
Existing Card	Service tax will be imposed on the anniversary date of the issuance of the Credit Card every year.

### **Redeem Reward Points for Credit Card Service Tax**

You are allowed to use reward points (Smart\$ /UNIRinggit) to redeem against the Credit Card Service Tax Fee. For more information, visit [www.uob.com.my](http://www.uob.com.my) or call UOB Call Center Phone Banking at: Kuala Lumpur: 03-26128 121 Penang: 04-2401 121 Johor Bahru: 07-2881 121 Kuching: 082-287 121 Kota Kinabalu: 088-477 121

## **UOB LADY'S SOLITAIRE CARD CARDMEMBER AGREEMENT**

### **IMPORTANT NOTICE**

1. Please read the terms and conditions in this Agreement before acknowledging receipt and/or using the LADY'S SOLITAIRE CARD.
2. When you sign on the LADY'S SOLITAIRE CARD or first use the LADY'S SOLITAIRE CARD, you are deemed to have read, accepted and agreed to be bound by the terms and conditions in this Agreement.

### **TERMS AND CONDITIONS**

The issuance of the LADY'S SOLITAIRE CARD by us to you, your acknowledgement of receipt of the LADY'S SOLITAIRE CARD and your use of the LADY'S SOLITAIRE CARD, is subject to the terms and conditions in this Agreement.

#### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 The following words and expressions used in this Agreement have the following meanings:

"ATM" – An automatic teller machine.

"ATM Card" – A card issued by us to be used at an ATM.

"Authorised Cash Outlet" – Any branch, office, location or merchant, in or outside of Malaysia designated by us or any affiliates of Mastercard International 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 LADY'S SOLITAIRE 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 LADY’S SOLITAIRE CARD, whether a principal cardmember or supplementary.

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

“Cash Advance” – Cash obtained from the LADY’S SOLITAIRE CARD Account using the LADY’S SOLITAIRE CARD.

“Cash Withdrawal Draft” – The Agreement given by us or any affiliate of Mastercard International to an Authorised Cash Outlet to record cash withdrawals using a LADY’S SOLITAIRE CARD.

“Credit Limit” – The maximum amount (fixed by us at any time at our absolute discretion) you are allowed to have outstanding on the LADY’S SOLITAIRE CARD Account, or several accounts where it is a combined credit limit.

“Finance Charges” – The charges detailed in Clause 11.

“Interest Free Period” – 20 days from the Statement Date and applicable if you make full payment by the Payment Due Date. If you make partial payment, finance charges for retail transactions will be calculated from the day the transactions are posted to the LADY’S SOLITAIRE CARD Account.

“LADY’S SOLITAIRE CARD” – Any Lady’s Solitaire Card (and includes any supplementary Lady’s Solitaire Card) issued by us to you.

“LADY’S SOLITAIRE CARD Account” – Your account opened with and maintained by us for debiting of the value of all purchases of goods or services, Cash Advances and all transactions effected using the LADY’S SOLITAIRE CARD, and all connected fees and charges.

“Minimum Payment Due” – The minimum payment due from you, as stated in the Statement of Account.

“Payment Due Date” – The due date set out in the Statement of Account, which is the expiry of 20 days from the Statement Date.

“PIN” – Your personal identification number.

“Retail Transactions” – All transactions to purchase goods and/or services using the LADY’S SOLITAIRE CARD.

“Sales Draft” – The document given by us or any affiliate of Mastercard International to an Authorised Merchant to record purchases of goods using the LADY’S SOLITAIRE CARD.

“Statement of Account” – The statement we will issue to you every month, showing the total sum outstanding under the LADY’S SOLITAIRE CARD Account, and purchases of goods and/or services, cash withdrawals, transactions, fees and charges incurred and any other transactions effected using the LADY’S SOLITAIRE CARD.

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

“Validity Period” – the period stated on the LADY’S SOLITAIRE CARD.

“Mastercard International” – Mastercard International Inc.

“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.

1.2 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 this Agreement 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. **THE LADY'S SOLITAIRE CARD**

- 2.1 We will send the LADY'S SOLITAIRE CARD (and any replacement LADY'S SOLITAIRE CARD) to your address last given to us. We will not be responsible for any claims, liabilities, loss, or damage if the LADY'S SOLITAIRE CARD does not reach you for any reason. When you receive the LADY'S SOLITAIRE CARD you must sign on the signature strip.
- 2.2 When you sign on the LADY'S SOLITAIRE CARD or first use the LADY'S SOLITAIRE CARD, you are deemed to have accepted and agreed to be bound by the terms and conditions in this Agreement. However, whether or not you sign on the LADY'S SOLITAIRE CARD, you shall be bound by the terms and conditions in this Agreement.
- 2.3 You must not use the LADY'S SOLITAIRE CARD (including any supplementary LADY'S SOLITAIRE CARD) for any purpose at all, and must immediately cut the LADY'S SOLITAIRE CARD in half when any of the following, occur:-
  - a) if you do not agree with the contents of this Agreement;
  - b) upon the expiry of the Validity Period;

- c) upon your cancellation or termination of the LADY'S SOLITAIRE CARD;
- d) upon your request for a replacement LADY'S SOLITAIRE CARD;
- e) upon our cancellation, termination or revocation of the LADY'S SOLITAIRE CARD;
- f) upon recovery of the LADY'S SOLITAIRE CARD after notification of its loss or theft;
- g) if the PIN is disclosed or exposed, voluntarily or otherwise, to any person; or
- h) if you cannot remember your PIN.

2.4 Upon our suspension of the LADY'S SOLITAIRE CARD, you must not use the LADY'S SOLITAIRE CARD for any purpose at all. You may only use the LADY'S SOLITAIRE CARD after we have notified you that we have uplifted the suspension of the LADY'S SOLITAIRE CARD.

2.5 At all times, the LADY'S SOLITAIRE CARD remains our property and must be returned to us upon our request.

2.6 The LADY'S SOLITAIRE CARD cannot be transferred to another person, and must be used only in accordance with the terms and conditions in this Agreement, and all requirements, directives, regulations and guidelines issued by us, MasterCard International, Bank Negara Malaysia or any other authority.

### **3. FUNCTIONS OF THE LADY'S SOLITAIRE CARD**

3.1 The LADY'S SOLITAIRE 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 on credit which are charged to your LADY'S SOLITAIRE CARD Account;
- b) withdrawing cash from your LADY'S SOLITAIRE CARD Account at any Authorised Cash Outlet and/or designated ATM;

- c) other transactions using the LADY'S SOLITAIRE CARD effected through any of your accounts other than the LADY'S SOLITAIRE CARD Account; or
  - d) other facilities and services, pre-arranged with and approved by us.
- 3.2. Your use of the LADY'S SOLITAIRE CARD facilities and services is subject to the Credit Limit assigned to you.
- 3.3. Any ATM withdrawals will be deemed to be a Cash Advance and will be subject to the terms and conditions of this Agreement.

#### **4. USING THE LADY'S SOLITAIRE CARD**

- 4.1 To use the LADY'S SOLITAIRE CARD to make a credit purchase from an Authorised Merchant, you generally need to sign 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 reading terminals, the internet, or any similar means. For contactless transactions, the Authorised Merchant does not need to give you a completed transaction sales draft unless you ask.
- 4.2 To use the LADY'S SOLITAIRE CARD to make a cash withdrawal from an Authorised Cash Outlet, you must sign a Cash Withdrawal Draft prepared by the Authorised Merchant.
- 4.3 To use the LADY'S SOLITAIRE CARD for any transactions other than those stated in Clauses 4.1 and 4.2, you must use your PIN to access the LADY'S SOLITAIRE CARD Account and/or any of your other accounts with us.
- 4.4 If you wish to use the LADY'S SOLITAIRE CARD for payments in relation to internet transactions, you must first register for the "MasterCard® Security Code™" service ("Service") at our website ([www.uob.com.my](http://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.

- 4.5 All purchases of goods and/or services made, any ATM withdrawals and any other transactions effected using the LADY'S SOLITAIRE CARD shall be debited to the LADY'S SOLITAIRE CARD Account.
- 4.6 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 SUPPLEMENTARY LADY'S SOLITAIRE CARD**

- 5.1 If jointly requested by you and a person nominated by you, we may, at our absolute discretion, issue a supplementary LADY'S SOLITAIRE CARD to the nominee.
- 5.2 The supplementary Cardmember's liability is limited to the charges incurred using the supplementary LADY'S SOLITAIRE CARD.
- 5.3 The supplementary Cardmember agrees that all the terms and conditions of this Agreement will apply to him.
- 5.4 You, as the principal Cardmember, will be jointly and severally liable to us for the use of the LADY'S SOLITAIRE CARD and any supplementary LADY'S SOLITAIRE CARDS.
- 5.5 If you request, we may agree to grant the supplementary Cardmember access to any of your accounts with us. You must also specify whether the supplementary holder is to have access to the accounts through an ATM.

- 5.6 A supplementary LADY'S SOLITAIRE CARD issued to a supplementary Cardmember may be terminated if requested by you. Such cancellation will not affect the rights and entitlement, duties and obligations of us, you, and the supplementary Cardmember arising before the cancellation.
- 5.7 Your request in Clause 5.6 must be in writing and Clause 15 of this Agreement shall be applicable.

## 6. **CONFIDENTIALITY OF PIN**

- 6.1 Upon your request for a PIN, you are deemed to have authorised us to deliver the PIN to you in any manner we see fit. We will not be responsible for any claims, liabilities, loss, or damage if the PIN does not reach you. You will be responsible for the PIN once it is sent to you, even if it is received or used by another person. You agree to indemnify us for all claims and liabilities, loss or damage incurred or suffered if the PIN does not reach you for any reason.
- 6.2 If you lose your PIN, or it does not work, we may issue you with a new PIN upon your written request to us.
- 6.3 If you want to cancel a PIN, you must provide written instructions to us.
- 6.4 You agree that your PIN is strictly confidential and undertake not to disclose or expose or in any way cause your PIN to be disclosed or exposed to any person to prevent unauthorized or fraudulent use of your PIN. You should not keep a written record of your PIN at any place or in any manner which may enable a third party to have access to or to use your PIN. You agree that failing to comply with this requirement may expose you to the consequences of theft or unauthorized use of the LADY'S SOLITAIRE CARD, in which event you will be liable for all transactions made and charges incurred under the LADY'S SOLITAIRE CARD whether or not such transaction or charge is within your knowledge or authority.

- 6.5 If you suspect or become aware that –
- a) an unauthorized person knows your PIN; or
  - b) there has been unauthorized access to your account, or use of your PIN,
- you must immediately notify us at our Card Centre and comply with the requirements mentioned in Clauses 14.1 and 14.2 in this Agreement. You must also give us any relevant information and reasonable assistance in investigating the matter.
- 6.6 You will be liable for any unauthorized transactions that occur which are linked to a lost, stolen or misused PIN, until you have notified us.

## **7. UNLAWFUL TRANSACTIONS**

You cannot use the LADY'S SOLITAIRE CARD for any unlawful activities, including illegal online betting and/or gambling activities. Although we have the right to refuse to approve any LADY'S SOLITAIRE CARD transactions which we suspect are unlawful, you agree that we do not owe any duty and/or obligation to monitor and block the use of the LADY'S SOLITAIRE CARD for any unlawful activities. Regardless of the above, you shall continue to be fully liable to pay us the amount due in respect of such transactions and you will not use this as a defence to refuse payment of any amounts due to us. If we find that your LADY'S SOLITAIRE CARD has been used for any unlawful activity, we may immediately terminate the use of the LADY'S SOLITAIRE CARD

## **8. LADY'S SOLITAIRE CARD ACCOUNT**

- 8.1 We will normally send you a monthly Statement of Account (for active accounts only).
- 8.2 You should keep copies of all Sales Drafts or any other documents confirming or evidencing purchases of goods and/or services, any ATM withdrawals and any other transactions effected using the LADY'S

SOLITAIRE CARD to compare with the entries in the Statement of Account. For contactless transactions, you should obtain and retain the Sales Drafts from the Authorised Merchant once the transaction completes.

8.3 Upon receipt of the Statement of Account, you must ensure all entries are correct. If you think there is an error in your Statement of Account, you must notify us in writing within 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 Statement of Account will be treated as correct and conclusive evidence and you will be deemed to have waived any rights to raise objections. You will be bound by it and liable for all amounts stated. Notwithstanding anything to the contrary in this Agreement, if we, due to any reason, including any erroneous approval given or any mistake on our part, wrongly credited any amount into the LADY'S SOLITAIRE CARD Account or wrongly debited any amount from the LADY'S SOLITAIRE CARD Account, you agree that we have the absolute right to make any adjustments or rectification to the LADY'S SOLITAIRE CARD Account.

8.4 If you inform us of an error within 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 reveal or indicate that there was no error, you will be bound by the contents of the Statement of Account.

## **9. CREDIT LIMIT**

9.1 We will inform you of the Credit Limit assigned to you.

9.2 Where you operate two or more LADY'S SOLITAIRE CARD Accounts with us, or where there is a principal and supplementary Cardmember, we

will assign a combined Credit Limit, which represents the total Credit Limit covering the use of all LADY'S SOLITAIRE CARDS held by you and any supplementary Cardmember.

9.3 You are solely responsible for ensuring that the Credit Limit is not exceeded.

9.4 In determining whether the Credit Limit has been exceeded, we can take into account –

- i. transactions made with the LADY'S SOLITAIRE CARD which have not been debited from the LADY'S SOLITAIRE CARD Account; and
- ii. authorizations we have given to third parties in relation to proposed LADY'S SOLITAIRE CARD transactions.

9.5 We may, but are not obliged to, allow you to exceed the Credit Limit at our sole discretion. By doing so, it does not mean that your Credit Limit has been increased.

9.6 If you exceed the Credit Limit, you must immediately pay us the amount in excess of the Credit Limit by the next Payment Due Date, or upon receipt of any other written notice we may issue, whichever is earlier.

9.7 You agree that we can change the Credit Limit at any time at our absolute discretion, by providing you with 3 Business Days prior notice.

9.8 You may request for a change to your Credit Limit by contacting our Card Centre via telephone or facsimile. Such request is subject to our credit assessment.

## **10. PAYMENT**

10.1 On or before the Payment Due Date, you must pay –

- a) the outstanding balance in the Statement of Account; or
  - b) the Minimum Payment Due.
- 10.2 You are liable to pay even if you do not receive a Statement of Account for any reason. If you are absent from Malaysia, you must arrange for payments due under this Agreement to be made on your behalf.
- 10.3 We will calculate the Minimum Payment Due based on the following:
- a) If the outstanding balance of the LADY'S SOLITAIRE CARD Account as at the Statement Date is within the Credit Limit, the Minimum Payment Due will be –
    - i) 5% of the outstanding balance; and
    - ii) other unpaid minimum payments from previous Statements of Account,  
subject to a minimum of RM50.00.
  - b) If the outstanding balance of the LADY'S SOLITAIRE CARD Account as at the Statement Date is more than the Credit Limit, the Minimum Payment Due will be –
    - i) the entire amount in excess of the Credit Limit;
    - ii) 5% of the outstanding balance; and
    - iii) other unpaid minimum payments from previous Statements of Account.
- 10.4 You must pay us in Ringgit Malaysia. Payments are not subject to any deduction whatsoever, whether for counter claim or set-off against us, the Authorised Cash Outlet or Authorised Merchant.
- 10.5 Your payments will not be considered to have been made until we deem that the funds have been properly received.
- 10.6 You can pay at the Card Centre or any branches or location we designated in the mode of payment we approve of.

- 10.7 If you pay by cheque, you must include any relevant commission of inland exchange. Otherwise, we can debit your LADY'S SOLITAIRE CARD Account, or exercise our rights of set-off under Clause 20 of this Agreement.
- 10.8 Payments we receive from you in connection with the LADY'S SOLITAIRE CARD Account will be applied in or towards payment of any outstanding interest, charges, fees and legal costs, and after that, against transactions using the LADY'S SOLITAIRE CARD.
- 10.9 Regardless of clause 10.8, we have the right to apply any payment we receive from you in any manner as we, in our absolute discretion, choose, including placing and keeping it to the credit of a suspense account for as long as we choose, without being obliged in the meantime to apply all or part of the same in or towards discharging any money or liabilities due or incurred by you.
- 10.10 Regardless of such payment in the event of any proceedings in or analogous to your bankruptcy or insolvency, we may prove for and agree to accept any dividend or composition in respect of the whole or any part of such money and liabilities against you.

## **11. FEES AND CHARGES**

- 11.1 You agree to pay, and authorise us to debit from your LADY'S SOLITAIRE CARD Account, at any time without notifying you in advance, all fees, charges and interests incurred in connection with the issuance and use of the LADY'S SOLITAIRE CARD, and all legal costs, charges and expenses which we may incur in enforcing or seeking to enforce this Agreement, or in obtaining or seeking to obtain payment of all or any part of the monies you owe.
- 11.2 You will not be charged a Finance Charge on your outstanding Retail Transactions balance if we have received full payment from you on or

before the Payment Due Date, and all outstanding balances in the Statement of Account of the previous month are fully paid by the Payment Due Date.

11.3 A Finance Charge will be charged to you as follows:-

- a) For Retail Transactions, the Finance Charge is calculated on a daily rest basis on the outstanding Retail Transactions (or the reduced balance if you make partial payment) which remain unpaid after they are due, calculated from the day the transactions are posted to the LADY'S SOLITAIRE CARD Account until full repayment at the following applicable rates (or such other rate as we may specify from time to time) :
  - i) 15% per annum (effective 1 May 2012) - if you promptly pay the Minimum Payment Due by the respective Payment Due Dates for the immediately preceding 12 consecutive months; or
  - ii) 17% per annum (effective 1 May 2012) – if you promptly pay the Minimum Payment Due by the respective Payment Due Dates for at least 10 months of the immediately preceding 12 consecutive months; or
  - iii) 18% (effective 1 May 2012) per annum – if you do not fall into any of the above categories.
- b) For Cash Advance and any other transactions effected using the LADY'S SOLITAIRE CARD (apart from Retail Transactions), the Finance Charge is calculated on a daily rest basis at the rate of 18% per annum or such other rate as we may specify from time to time, on the Cash Advance amount taken, calculated from the date of the disbursement until payment in full.

11.4 The formula used for the computation of Finance Charge is as follows:



$$f = (B) \times (P/D) \times (R)$$

$$F = \text{Sum}(f)$$

Where

- F – The total Finance Charge imposed for the month.
- Sum(f) – The sum of all Finance Charges computed on the different Balances that may be imposed with Finance Charges over the applicable periods during the month
- f – The Finance Charges for a particular balance B computed over the period of P days.
- B – The Balance that is imposed with Finance Charge.
- P – The respective period in days on which the Balance “B” is imposed with Finance Charge.
- D – The number of days used as the base for the annual rate.
- R – The nominal Finance Charge annual rate stated.

- 11.5 All Finance Charges which remain unpaid after they are due will be capitalised and added to the outstanding balance under the LADY’S SOLITAIRE CARD Account, and will bear Finance Charges at the rate of 18% per annum (or such other rate as we may specify at any time) until paid in full.
- 11.6 If you do not pay the Minimum Payment Due by the Payment Due Date, a late charge of 1% per month on the total outstanding balance as at the Statement Date shall be debited to your LADY’S SOLITAIRE CARD Account (subject to a minimum of RM10.00 and a maximum of RM100.00 per month). The sum debited will bear Finance Charges at the rate of 18% per annum (or such other rate as we may specify at any time) until paid in full, and the provisions relating to capitalisation of Finance Charges in Clause 11.5 will apply.

- 11.7 An interest free period of 20 days for all retail transactions is applicable if you make full payment on or before the Payment Due Date of the previous month's Statement of Account. If you make partial payment on the total outstanding balance of the previous month's Statement of Account, a Finance Charge (as stated in Clause 11.3 (a)) will be charged on the Retail Transactions which will be calculated from the day the transactions are posted to the LADY'S SOLITAIRE CARD Account until full repayment is made by you.
- 11.8 You must pay an annual fee for the LADY'S SOLITAIRE CARD (including any supplementary LADY'S SOLITAIRE CARDS) when the LADY'S SOLITAIRE CARD is issued or renewed. The annual fee will be decided by us at any time, and will be debited to your LADY'S SOLITAIRE CARD Account when due, and is not refundable. If no such annual fee is payable, we can impose a service fee instead, which will be decided by us at any time, and will be debited to your LADY'S SOLITAIRE CARD Account. The annual/service fee will bear interest at the rate of 18% per annum (or such other rate as we may specify at any time) until paid in full, and the provisions relating to capitalisation of Finance Charges in Clause 11.5 will apply.
- 11.9 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 LADY'S SOLITAIRE CARD; or
  - c) a request for a new PIN.
- 11.10 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.
- 11.11 We can, at any time at our sole discretion, change the rate of any fees, charges, Finance Charge, Minimum Payment Due and/or the method of

calculation. We will inform you of such variation or change by giving you 21 days' prior notice, either through your Statement of Account or any other manner that we choose. The variation or change will be effective from the date stated in the notice.

## **12. CASH ADVANCE FACILITY**

12.1 Subject to our agreement to allow you to do so, you may obtain Cash Advances by the following means:-

a) presenting your LADY'S SOLITAIRE CARD at any of our branches or of any member institution of Mastercard International together with evidence of your identification, and signing the necessary transaction record; or

b) using your LADY'S SOLITAIRE CARD at any of our ATMs or the ATM of any bank or financial institution with whom we have an arrangement(s) for the use of their ATMs (in which case the amount of each advance will be further subject to the applicable daily withdrawal limit imposed by such bank or financial institution).

In both cases, the maximum amount that can be withdrawn from the LADY'S SOLITAIRE CARD Account by way of Cash Advance will depend on the prevailing limit set by us from time to time. Where the Cash Advance is made via ATM, each Cash Advance will be subjected to the applicable daily withdrawal limit or the withdrawal limit per Cash Advance transaction of the ATM as well as Clause 12.3 below.

12.2 You agree that we have the right to impose a capped amount in percentage terms on the quantum of Credit Limit and your available balance which can be utilised for Cash Advances. You also agree that we have the right to vary the capped amount from time to time, which is determined by us at our sole discretion.

- 12.3 A Cash Advance fee of 5% of the amount withdrawn for each Cash Advance transaction (subject to a minimum fee of RM20) will be charged to the LADY'S SOLITAIRE CARD Account. This Cash Advance fee and any handling charges will be debited to your LADY'S SOLITAIRE CARD Account on the date the Cash Advance is withdrawn. The sum debited will bear Finance Charges at the rate of 18% per annum (or such other rate as we may specify at any time) until paid in full, and the provisions relating to capitalisation of Finance Charges in Clause 11.5 will apply.
- 12.4 We can at our absolute discretion decide not to honour any ATM withdrawals effected using the LADY'S SOLITAIRE CARD if there is:-
- (a) an error, defect, failure or interruption in the provision of the ATM service 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) a use or attempted use of the LADY'S SOLITAIRE CARD for an ATM withdrawal exceeding the Credit Limit assigned by us on the LADY'S SOLITAIRE CARD Account;
  - (e) any reason that we deem fit to refuse to honour the ATM withdrawal effected using the LADY'S SOLITAIRE CARD.
- 12.5 We can, at any time at our absolute discretion, vary, add to, delete or amend the terms and conditions in relation to the Cash Advance facility, fees and/or handling charges by giving you 21 days' notice, either through your Statement of Account or any other manner that we choose. The variation or change will be effective from the date stated in the notice.
- 12.6 The following transactions will be treated as a Cash Advance transaction and all terms and conditions relating to Clause 12 of this Agreement will apply :

- a) Any withdrawal of excess credit in your LADY'S SOLITAIRE CARD Account through the use of your LADY'S SOLITAIRE CARD or by requesting us to issue you a cheque for such withdrawals;
  - b) All betting transactions, including the purchase of lottery tickets and chips at gaming casinos, off-track betting, and wagers at race tracks.
- 12.7 Your Statement of Account will show the Cash Advance transaction, fees charged and the interest accruing on the amount withdrawn for the Cash Advance transaction, until the date of full repayment.
- 12.8 You agree to be liable for all Cash Advances performed through the LADY'S SOLITAIRE CARD regardless of whether such withdrawals are performed within or outside the assigned Credit Limit.

### 13. **OVERSEAS TRANSACTIONS**

- 13.1 You can use the LADY'S SOLITAIRE CARD outside Malaysia at Authorised Merchants and/or Authorised Cash Outlets, except for offline contactless transactions which are for domestic use only.
- 13.2 You can use the LADY'S SOLITAIRE CARD to withdraw cash under the LADY'S SOLITAIRE CARD Account at designated ATMs in countries approved by us, or at any Authorised Cash Outlets.
- 13.3 If you use the LADY'S SOLITAIRE CARD for a transaction in a currency other than Ringgit Malaysia, it will be converted to US Dollars equivalent through Mastercard International, and then further converted to Ringgit Malaysia equivalent on the date the transaction is posted into the LADY'S SOLITAIRE CARD 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. Any rate imposed is determined by Mastercard International

and is final and conclusive, and you will bear all exchange risks, loss, commission and other bank costs which may be incurred.

13.4 All overseas transactions by you must not violate the laws existing in the country where the transactions are effected. Where applicable, you must comply with the Exchange Control Regulations issued by Bank Negara Malaysia and will be liable for any infringement of such regulations.

**14. YOUR LIABILITY FOR LOST OR STOLEN LADY'S SOLITAIRE CARD, DISCLOSURE OF YOUR PIN TO ANY PERSON OR UNAUTHORISED USE OF LADY'S SOLITAIRE CARD**

14.1 You agree and undertake to take reasonable care to prevent the loss or theft of the LADY'S SOLITAIRE CARD, as follows:-

- (a) you should not leave the LADY'S SOLITAIRE CARD unattended inside a car and/or at public places; or
- (b) you should ensure that the LADY'S SOLITAIRE CARD is returned to you after completing any transaction at the Authorised Cash Outlet or the Authorised Merchant.

You must immediately via telephone or facsimile if your LADY'S SOLITAIRE CARD and/or PIN is lost or stolen or when you receive a SMS alert in relation to a transaction confirmation which you had not entered into.

You agree and undertake to take all reasonable care and precaution to prevent loss or theft of the LADY'S SOLITAIRE CARD and must immediately notify the Card Centre, or in the event of loss or theft abroad, any member of Mastercard International, via telephone or facsimile of the loss or theft of the LADY'S SOLITAIRE CARD. You understand that failure to take reasonable care and precaution to safeguard your LADY'S SOLITAIRE CARD may expose you to the

consequences of theft and/or unauthorized use of the LADY'S SOLITAIRE CARD.

- 14.2 You must follow-up your notification in Clause 14.1 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 LADY'S SOLITAIRE CARD and/or PIN within 7 days from the date of the loss/theft.
- 14.3 All charges arising from transactions effected with your LADY'S SOLITAIRE CARD whether authorised or not, including cash withdrawals and cash advances, are deemed to have been made by you. You will remain liable for all charges and transactions incurred on the LADY'S SOLITAIRE CARD until you have reported any loss, theft or unauthorised use of your LADY'S SOLITAIRE CARD promptly to the Card Centre and our records of any transactions effected through the use of your LADY'S SOLITAIRE CARD is conclusive and binding on you.
- 14.4 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 LADY'S SOLITAIRE CARD prior to us being notified, if we decide that you did not act fraudulently or fail to inform us immediately upon discovering that the LADY'S SOLITAIRE CARD or PIN was lost or stolen.
- 14.5 At your request, we can (but are not obliged to) issue you with a replacement LADY'S SOLITAIRE CARD following its loss or theft. You must pay a replacement fee of RM50.00 for each replacement LADY'S SOLITAIRE CARD. You will remain liable for any transaction effected through the use of the lost or stolen LADY'S SOLITAIRE CARD (whether before or after the request for a replacement LADY'S SOLITAIRE CARD including transactions effected but not yet posted to the LADY'S SOLITAIRE CARD Account, and any existing standing instructions made by you to an Authorised Merchant. You are solely responsible to notify the Authorised Merchant to cancel or amend any existing standing

instructions in relation to the lost or stolen LADY'S SOLITAIRE CARD and/or the replacement LADY'S SOLITAIRE CARD.

14.6 When you receive the replacement LADY'S SOLITAIRE CARD you must sign on the signature strip. When you first use the replacement LADY'S SOLITAIRE CARD, it will be a valid activation of that LADY'S SOLITAIRE CARD and you are deemed to have accepted and agreed to be bound by the terms and conditions in this Agreement.

**15. TERMINATION, CANCELLATION, OR SUSPENSION OF LADY'S SOLITAIRE CARD**

15.1 You may terminate the use of the LADY'S SOLITAIRE CARD at any time by written notice to us. No refund of the annual fee will be made to you.

15.2 We can at any time at our absolute discretion, withdraw, terminate or suspend your use of the LADY'S SOLITAIRE CARD, the LADY'S SOLITAIRE CARD Account and/or any other related services, refuse to authorise any transaction under the LADY'S SOLITAIRE CARD and/or refuse to re-issue, renew or replace the LADY'S SOLITAIRE 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 this Agreement;
- b) 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;
- c) you exceed the Credit Limit;
- d) you breach this Agreement;
- e) you die or become insane or incapacitated or declared by any court of competent jurisdiction or any appropriate authority to be incapable of administering your affairs;
- f) you commit an act of bankruptcy or allow a judgment to remain unsatisfied against you for more than 21 days;



- g) a distress execution, attachment or other legal proceedings are levied, enforced or taken out against your properties and is not discharged or stayed within 7 days;
- h) any litigation (whether civil or criminal), arbitration or administrative proceedings is pending, on-going or threatened against you;
- i) you enter or attempt to enter any composition or arrangement with or for the benefit of your creditors;
- j) you commit or threaten to commit a default or breach of any agreements, covenants, stipulations, terms or conditions executed between you and us, on your part to be observed and performed;
- k) at any time after the issuance of the LADY'S SOLITAIRE 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 LADY'S SOLITAIRE CARD Account or to comply with our obligations under this Agreement or for us to enforce any of our rights under this Agreement, any security documents or any other agreement in relation to any banking/credit facilities granted by us to you;
- l) any investigation by the police or regulators is pending, on-going or threatened against you;
- m) your whereabouts are unknown to us;
- n) we, in our absolute discretion, decide that your financial position has become unsound, or that you are unable to fulfill the terms of this Agreement;
- o) we, in our absolute discretion, decide that there is any change in the market conditions which would cause the continuation of the LADY'S SOLITAIRE CARD facilities and services offered to you to be temporarily or permanently not practical or not possible from a commercial point of view; or
- p) you use the LADY'S SOLITAIRE CARD for an unlawful activity.

- 15.3 Regardless of clause 15.2, we can, at our absolute discretion, withdraw or terminate your use of the LADY'S SOLITAIRE CARD by giving notice to you.
- 15.4 Upon the termination of your LADY'S SOLITAIRE CARD, you will remain liable for any transaction effected through the use of the LADY'S SOLITAIRE CARD (whether before or after the termination of the LADY'S SOLITAIRE CARD), including transactions effected but not yet posted to LADY'S SOLITAIRE CARD 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 LADY'S SOLITAIRE CARD.
- 15.5 If the LADY'S SOLITAIRE CARD and/or LADY'S SOLITAIRE CARD Account is terminated, you must –
- a) cut the LADY'S SOLITAIRE 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 LADY'S SOLITAIRE CARD Account together with other amounts owing in connection with transactions effected using the LADY'S SOLITAIRE CARD which have not been posted to the LADY'S SOLITAIRE CARD Account, and any outstanding installments not due but for which you are liable.
- 15.6 If, following termination, you do not cut the LADY'S SOLITAIRE CARD in half, you will continue to be liable for any charges and transactions incurred on the LADY'S SOLITAIRE CARD.
- 15.7 The termination of the principal LADY'S SOLITAIRE CARD will automatically terminate all of the supplementary LADY'S SOLITAIRE CARDS. The termination of the supplementary LADY'S SOLITAIRE

CARD will not terminate the principal LADY'S SOLITAIRE CARD, unless otherwise instructed in writing by you to us.

15.8 The particulars of any LADY'S SOLITAIRE CARD cancelled or revoked may be placed on a "cancellation list" which we may circulate to all Authorised Merchants and Authorised Cash Outlets.

15.9 You must notify us if you leave Malaysia to take up residence elsewhere at least 14 days before your departure. In such event, the LADY'S SOLITAIRE CARD (including any supplementary LADY'S SOLITAIRE CARDS) will be terminated immediately and you must be cut the LADY'S SOLITAIRE CARD in half prior to your departure.

## 16. **EXCLUSION OF LIABILITY**

16.1 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 LADY'S SOLITAIRE CARD;
  - ii) a suspension or restriction imposed by us on your use of the LADY'S SOLITAIRE CARD;
  - iii) the circulation to the Authorised Merchants or Authorised Cash Outlets of the particulars of your LADY'S SOLITAIRE CARD in a list of cancelled LADY'S SOLITAIRE CARD; or
  - iv) the withdrawal of any of your benefits or privileges under the LADY'S SOLITAIRE CARD;
- b) because of an act or omission of the Authorised Merchant or Authorised Cash Outlet;
- c) because of a retention of the LADY'S SOLITAIRE CARD and/or refusal by the Authorised Merchant or Authorised Cash Outlet to honour the LADY'S SOLITAIRE CARD;
- d) in connection with a statement, representation or communication made by the Authorised Merchants or Authorised Cash Outlet;

- e) because of a defect or deficiency in goods purchased or services rendered by the Authorised Merchant or Authorised Cash Outlets;
- f) because of 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.
- g) in connection with the disclosure or use of your Personal Data in any manner we deem fit.

16.2 We will not be liable for any loss, injury or damage suffered, including consequential and economic loss, caused by or from a mechanical defect or malfunction of the ATMs, or by any circumstances beyond our control.

## 17. **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 with prior notice.

## 18. **UOB 121 PHONE BANKING SERVICE TERMS AND CONDITIONS**

In addition to the terms and conditions of this Agreement, 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 any terms and conditions contained in this Agreement. You can view the UOB 121 Phone Banking Service Terms and Conditions at [www.uob.com.my](http://www.uob.com.my).

## 19. **UOB INTERNET BANKING SERVICE TERMS AND CONDITIONS**

In addition to the terms and conditions of this Agreement, if you request for our services through UOB Internet Banking Service, the Terms and Conditions for UOB Internet Banking will apply in addition to and not in substitution for any terms and conditions contained in this Agreement. You can view the Terms and Conditions for UOB Internet Banking at [www.uob.com.my](http://www.uob.com.my).

## **20. RIGHT OF SET-OFF AND CONSOLIDATION**

- 20.1 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 outstanding balance on the LADY'S SOLITAIRE CARD 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 7 days' notice, to set-off or transfer any sum standing to the credit of any of your accounts towards satisfaction of any sum due and payable to us by you under this Agreement
- 20.2 Upon the issuance of the notice mentioned in Clause 20.1 above, you agree that we have the right to earmark or to place a hold on any monies standing to the credit of all or any of your existing accounts with us, prior to the setting-off and you shall not be entitled to withdraw the monies, without our prior written consent.
- 20.3 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.

## **21. DISPUTES**

- 21.1 We will not be liable for –
- a) the refusal of an Authorised Merchant or Authorised Cash Outlet to accept the LADY'S SOLITAIRE CARD; or
  - b) any defect or deficiency in goods or services supplied to you by an Authorised Merchant or Authorised Cash Outlet or other person.
- 21.2 You must resolve all complains, 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.

21.3 Any claim or dispute which you may have against an Authorised Merchant or Authorised Cash Outlet will not relieve you of your obligation to pay us the amounts incurred under this Agreement.

21.4 You must contact and update the Authorised Merchant directly on any cancellation of recurring billing standing instruction or charge or cancellation of a LADY'S SOLITAIRE 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. CROSS DEFAULT**

If you breach any of the terms and conditions in any other agreement with us, either for the use of any other LADY'S SOLITAIRE CARD issued by us or for any banking/credit facilities, we may at our absolute discretion, terminate this Agreement and thereafter all monies owing to us will immediately become due and payable in accordance with Clause 15.3.

## **23. APPOINTMENT OF AGENT**

23.1 We can, at our absolute discretion and by giving you 7 days' prior notice, appoint any agent and/or a debt collection agency to collect all and any sums due to us, which is owing and payable by you under this Agreement.

23.2 You irrevocably authorise and consent to us and/or our officers disclosing any information relating to you and/or your LADY'S SOLITAIRE CARD Account to any such agent and/or debt collection agency, for the purpose of recovering all and any sums due to us, which is owing and payable by you under this Agreement.

## 24. VARIATION

- 24.1 We can, at any time at our absolute discretion, vary, add to, delete or amend the rates, fees, charges as well as any terms and conditions in this Agreement by giving you 21 days' notice, either through your Statement of Account or by way of posting on our official website at [www.uob.com.my](http://www.uob.com.my) or in any other manner that we choose. You agree to access the website at regular time intervals to view the terms and conditions and to ensure that you are kept up-to-date with any changes and variation to the terms and conditions.
- 24.2 Any alteration referred to in Clause 24.1 will be effective on the date we specify. The retention or use of the LADY'S SOLITAIRE CARD after the effective date will be deemed to constitute your acceptance of such alteration without reservation.

## 25. 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, electronic mail or other means of telecommunication instructions which we in good faith believe are given by you.
- 25.2 We shall be entitled to rely and act upon any instruction given 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. You shall be entitled to rely and act upon any instruction communicated as mentioned 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. **DISCLOSURE**

26.1 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 LADY'S SOLITAIRE CARD Account) can disclose at any time at our absolute discretion without notifying you, any information relating to you or your LADY'S SOLITAIRE CARD 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 the Bank;

(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 LADY'S SOLITAIRE CARD, any other bank or financial institution, Mastercard International Inc. or its successors, any member of Mastercard International Inc. and/or any other interested party to facilitate the use of the LADY'S SOLITAIRE 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 this Agreement;
- (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) credit card companies and financial institutions in connection with credit 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 broker 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;
- (o) 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; and
- (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).

26.2 Clause 26.1 shall survive the termination of this Agreement.

## 27. **COURT ORDER**

27.1 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.

27.2 Clause 27.1 shall survive the termination of this Agreement.

## 28. **DATA PROTECTION**

28.1 You agree that we (including our officers, employees or agents) and the Bank's Group are permitted to collect, record, hold, use, store and organise your Personal Data.

28.2 "Personal Data" may include, but is not limited to, your name, date of birth, identification card (NRIC), sex, marital status, race, current residential address, home number, office number, mobile number, email address, LADY'S SOLITAIRE CARD details, name of employer, name of business owned by you, occupation, mother's maiden name, highest educational qualification, annual income, your user ID and password for internet banking, the information contained in your LADY'S SOLITAIRE CARD Account and any other accounts you may have with us either singly or jointly with any other person and/or any other information which we may receive in relation to the LADY'S SOLITAIRE CARD Account and any other accounts you may have with us either singly or jointly with any other person.

28.3 The purpose in which we collect the Personal Data include the following:

- (a) to process your applications for any banking products and services;
- (b) to enable us to consider whether to provide or continue to provide to you, any banking products and services;
- (c) to provide you with banking services;
- (d) for data processing or reporting purposes;
- (e) to respond to any inquiries or complaints from you;
- (f) to promote, improve and further the provision of other services by us or any member of the Bank's Group to you;
- (g) for debt collection purposes;
- (h) for enforcement of our rights and obligations under this Agreement;
- (i) to comply with any legal and/or regulatory requirements;
- (j) for processing your instructions and generating any correspondences, confirmation, advices and/or Statement of Account;
- (k) to ensure that the information in our "Customer Due Diligence" records are accurate; or

(l) for any direct marketing of our banking and/or insurance products and services.

28.4 You agree and consent that we may transfer the Personal Data outside of Malaysia. Other countries may not provide the same level of protection for data as compared to 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.

28.5 You are entitled to request in writing for any information in relation to your Personal Data that we hold or store, upon payment of a prescribed fee and you may also request in writing for any Personal Data held or stored by us to be updated, amended and/or corrected.

28.6 You may choose not to receive any direct marketing materials about our services and products. You may contact our Card Centre via telephone or facsimile with your request and we will delete your name from our direct marketing mailing lists.

## 29. **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 this Agreement.

## 30. **CERTIFICATE OF INDEBTEDNESS**

A certificate signed by our officer as to the monies, for the time being, due and owing to us from or by you, will be conclusive evidence against you that the stated amount is due and owing by you for all purposes, including legal proceedings.

## 31. NOTICES

- 31.1 Any account information, marketing promotions or campaigns, Statement of Account, correspondence or notice to you may be delivered by hand or sent by telefax or post (registered, AR Registered, ordinary or otherwise) or via SMS or MMS or electronic mail, to your address or mobile number last known to us, and such service shall be deemed effective at the time of dispatch or transmission by telefax, SMS, MMS or three (3) Business Days after the date of posting, even if it is undelivered or returned.
- 31.2 You must maintain a permanent local correspondence address in Malaysia.
- 31.3 You must immediately inform us of any change of address and/or employment or business, or if you intend to be away from Malaysia for more than 30 days.
- 31.4 If you do not inform us of any change in address, you agree that we may at our absolute discretion, rely on –
- a) any address stated in the application form or any other address as reflected in our system; or
  - b) any address we obtain from any communication purportedly issued from you to us.
- 31.5 Any failure by you to notify us of a change of address resulting in delay or the non-delivery of any Statement of Account, correspondence and/or notice will not prejudice our rights or entitlement under this Agreement.
- 31.6 You must also immediately inform us of any change to your mobile number.
- 31.7 If you do not inform us of any change in your mobile number, you agree that we may at our absolute discretion, rely on –

- a) any mobile number stated in the application form or any mobile number as reflected in our system; or
- b) any mobile number we obtain from any communication purportedly issued from you to us.

31.8 Any failure by you to notify us of a change of mobile number resulting in any successful transaction using the LADY'S SOLITAIRE CARD will not prejudice our rights or entitlement under this Agreement.

31.9 Regardless of any provisions in Clause 31, we can, at our absolute discretion, give notice to you by any other means, including but not limited to –

- a) advertisement in a daily newspaper; or
  - b) displaying the notice, where appropriate, in our premises;
- and the notice will be deemed to have been served on you on the date the advertisement appears in the newspaper, or the date the notice was first displayed in our premises.

## **32. SERVICE OF LEGAL PROCESS**

The service of any writ or summons or any other legal process in connection with a claim arising from or connected with this Agreement can be effected on you by way of ordinary mail sent to your address last known to us. Such service shall be deemed good and sufficient service on you after the expiration of 3 Business Days from the date of posting, even if it is undelivered or returned.

## **33. FORCE MAJEURE**

If we are unable to perform any of our obligations under this Agreement, or carry out any operations or provide any service due to any reason beyond 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 this Agreement,

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. TIME**

Time will be of the essence in this Agreement.

**35. 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 herein provided are cumulative and not exclusive of any rights or remedies provided by law.

**36. SEVERABILITY**

The invalidity or unenforceability of any provisions will not affect the underlying intent of this Agreement, 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. PRESERVATION OF RIGHT AND ENTITLEMENT**

Our rights and entitlements under this Agreement will remain in full force and effect, and will survive any cancellation, revocation or suspension of the use of the LADY'S SOLITAIRE CARD.

38. **CHANGE IN CONSTITUTION**

The terms and conditions in this Agreement 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.

39. **ASSIGNMENT**

We may at any time and without your consent assign all or any of our rights, title and interest under this Agreement to any person or corporation. You may not assign any of your rights and obligations under this Agreement.

40. **LAW**

This Agreement 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 forums non convenience or any similar ground; and
- c) consent to service of process by ordinary mail or in any other manner permitted by this Agreement and/or any relevant laws.

41. **SUCCESSOR BOUND**

This Agreement will be binding on your heirs and personal representatives and our assigns and successors in title.