

Terms and Conditions/Agreement

TERMS AND CONDITIONS GOVERNING UOB CASHPLUS

IMPORTANT NOTICE: BY utilising the Facility the Customer WARRANTS THAT HE HAS READ the terms and conditions set out HEREIN ("Agreement") AND agrees to abide by and be bound by THE SAME.

1. DEFINITIONS

When used herein:

"ATM" means Automated Teller Machine;

"Card Transaction" means any payment transaction successfully charged to the UOB CashPlus Account through the use of the credit card function of the UOB CashPlus Visa Card effected through VISA.

"Customer" means the person or persons to whom the Facility is granted by the Bank;

"Participant" means any person or entity who or which participates in the Programme;

"Point-of-Sales Limit" means the maximum permissible daily limit prescribed by the Bank for the use of the UOB CashPlus Visa Card to perform Card Transactions at merchant's point of sale terminals, and such limit may be amended from time to time in the Bank's absolute discretion;

"Programme" means any programme, scheme, system or plan made available by the Bank from time to time with respect to the utilisation or the promotion of the Facility or the UOB ATM card or the UOB CashPlus Visa Card; Paragraph headings are for ease of reference only; References to masculine gender include the feminine and neuter gender; and References to singular nouns shall include the plural where appropriate and vice versa.

2. FACILITY

2.1 Subject to this Agreement, the Bank may make available to the Customer a revolving credit facility ("Facility") of up to such limit as the Bank may from time to time in its absolute discretion set ("Credit Limit").

2.2 The Facility is available on a revolving basis, that is to say, the Customer may from time to time in accordance with this Agreement utilise the Facility, and any amount or amounts so utilised may be repaid or discharged by the Customer in accordance with this Agreement (in whole or in part at any time) and thereafter the Borrower may make fresh or further utilisations in accordance with and subject to the terms and conditions of this Agreement.

3. IMPLEMENTATION

The Facility can be drawn down only on completion of legal and all other documentation and fulfilment of such conditions precedent as the Bank may require. The Bank has the right to implement a part only of the Facility and/or change the terms of its use from time to time.

4. JOINT AND SEVERAL LIABILITIES

4.1 The obligations and liabilities of the Customer (if more than one) under this Agreement shall be joint and several and shall be enforceable accordingly. All liabilities, representations undertakings and other obligations of the Customer in this Agreement shall (if more than one) be deemed to be made or undertaken by and binding on each of them jointly and severally.

4.2 Without prejudice to anything stated in this Agreement, if the Customer (if more than one) is not bound by this Agreement (whether by reason of a lack of capacity or any other reason whatsoever), the remaining Customer shall continue to be bound by this Agreement as if the first-mentioned Customer had never been a party hereto.

5. UOB CASHPLUS ACCOUNT

5.1 The Customer shall open and maintain a UOB CashPlus Account with the Bank for the purpose of the Facility and, the Customer agrees to abide by and be bound by this Agreement, as amended and in force from time to time.

5.2 The debit balance on the UOB CashPlus Account (including, without limitation, sums of principal and compounded interest) shall not at any time exceed the Credit Limit.

5.3 Interest is not payable on credit balances in the UOB CashPlus Account. The Bank shall be entitled to pay the credit balance (if any) on the Customer's UOB CashPlus Account to the Customer (or to the Customer's executor(s) or administrator(s) in the event of the Customer's death) and shall not be obliged to enquire as to the beneficial rights to such funds. Without prejudice to the generality of the foregoing and subject to clause 19 (Right of Set-Off/Combination), if the credit balance of a UOB CashPlus Account is at any time equal to or more than S\$50,000.00/-, the Bank shall be entitled to (i) transfer all or any part of such credit balance on the UOB CashPlus Account by way of funds transfer to any of the Customer's banking account(s) with the Bank; or (ii) pay all or any part of such credit balance to the Customer by such mode as we determine appropriate including by way of cashier's order.)

5.4 The Customer shall complete such forms as the Bank may require for making payments into and withdrawals from the UOB CashPlus Account. The Customer shall ensure that after every payment the deposit slip is machine validated or initialled by a responsible Bank Officer with the Bank's stamp before leaving the counter. The Bank reserves the right to alter any incorrect items stated on the deposit slip. Records kept by the Bank shall be final and conclusive as against the Customer, save for manifest error.

5.5 The Customer shall not use his UOB CashPlus Account or issue a UOB CashPlus cheque to pay the minimum payment or any other monies owing to the Bank in respect of or in relation to his UOB CashPlus Account and/or this Agreement.

5.6 The Customer shall not authorise, expressly or impliedly, any third party to operate his UOB CashPlus Account (by power of attorney or otherwise) save with the Bank's prior consent and unless the Bank receives the Customer's written instructions in accordance with its prescribed procedure for such third-party authorisation

5.7 The Bank may suspend the operation of the Customer's UOB CashPlus Account and/or service if for any reason whatsoever (including without limitation force majeure, industrial action, power failure, computer breakdown), the Bank's customer records, accounts or services are not available, or access to such records, accounts or services is hindered.

6. UOB ATM CARD AND UOB CASHPLUS VISA CARD

UOB ATM Card

6.1 The Bank may issue to the Customer an ATM card ("UOB ATM card"). The UOB ATM card may be used at selected ATMs to withdraw funds from the Customer's CashPlus Account. The Bank's Terms and Conditions Governing Accounts and Services relating to ATM cards and such other terms and conditions as the Bank may from time to time prescribe (including withdrawal limits) shall apply to the Customer's use of the UOB ATM card.

6.2 Except as stated above and otherwise as expressly permitted by the Bank in its absolute discretion, the UOB ATM card shall not be used to effect any transactions in or through the ATMs of the Bank or of other banks or financial or non-financial institutions or EFTPOS terminals or other card operated machines or devices, to the bank, financial institution or non-financial institution (including without limitation Network for Electronic Transfers (Singapore) Private Limited), trader or other party accepting the use of the UOB ATM card and their respective agents or contractors, whether for the payment of any goods and/or services or otherwise.

6.3 The Customer agrees to abide by and be bound by all applicable terms and conditions as the Bank may specify in respect of the Customer's retention and use of the UOB ATM card.

UOB CashPlus Visa Card

6.4 The Bank may issue to the Customer a UOB CashPlus Visa Card ("UOB CashPlus Visa Card"). The UOB CashPlus Visa Card may be used like a UOB ATM Card to withdraw funds from the Customer's UOB CashPlus Account and to perform transactions using NETS. The terms and conditions relating to the UOB ATM Card as set out above shall apply to the UOB CashPlus Visa Card.

6.5 The UOB CashPlus Visa Card may also be used to perform Card Transactions. The use of the UOB CashPlus Visa Card to perform Card Transactions is subject to the Point-of-Sales Limit.

6.6 The Bank's Terms and Conditions Governing Accounts and Services relating to ATM cards and the Bank's Cardmembers Agreement and such other terms and conditions as the Bank may from time to time prescribe (including withdrawal limits) shall apply to the Customer's use of the UOB CashPlus Visa Card.

6.7 The Customer agrees to abide by and be bound by all applicable terms and conditions as the Bank may specify in respect of the Customer's retention and use of the UOB CashPlus Visa Card.

6.8 In the event of any inconsistencies between the terms set out herein and the Bank's Cardmembers Agreement, the Card.

7. CHEQUES

7.1 Cheque books are issued to the Customer at the sole discretion of the Bank.

7.2 The Customer is under a duty to:

- count the number of cheque forms and examine the account number and serial numbers carefully upon receipt of a cheque book, and to report to the Bank immediately in writing of any discrepancy or irregularity found;
- keep his cheque forms and cheques safely and to inform the Bank immediately in writing should any cheque form or cheque be mislaid, lost or stolen;
- not to draw any cheques in such manner as to facilitate fraud or forgery, and to notify the Bank as soon as he becomes aware of any fraud or forgery.

The Customer shall be liable for all losses resulting from any cheque form or cheque being mislaid, lost or stolen including, without limitation losses due to forged or altered cheques.

7.3 The Bank may mark cheques as "good for payment" to another bank, in which case, the Customer's UOB CashPlus Account shall be immediately debited with the amount of the marked cheque and thereafter payment of the marked cheque cannot be stopped. The Bank may, but is not obliged to, present cheques on behalf of the Customer to the drawee bank for marking.

7.4 The Bank shall be entitled to dishonour any cheque bearing a signature different from the specimen signature of the Customer or authorised signatory (as the case may be) or not drawn in accordance with the list of authorised signatories or not signed in the authorised manner prevailing at the time of presentation.

7.5 The Bank may in its absolute discretion honour any cheque or other instrument signed by an authorised signatory but presented after his death, regardless of whether or not the Bank has received notice of his death.

7.6 Unless the Customer declines the service, the Bank may at its absolute discretion render an Auto-Cheque service by sending a new cheque book to the Customer at such times as the Bank believes that a new cheque book may be required. The new cheque book may be sent by ordinary post, or if the Customer so requests, by registered post, courier or other mode of delivery, all at the Customer's cost and risk (including risk of disclosure of any information concerning the Customer's UOB CashPlus Account). The Bank may debit the postage/delivery charges incurred to the Customer's UOB CashPlus Account or to any other account(s) which the Customer may have with the Bank.

8. PROGRAMME

8.1 The Bank may confer or offer to the Customer privilege, benefit or discount under any Programme in its sole discretion for the utilisation of the Facility.

8.2 The Bank may at any time and from time to time without prior notice and without assigning any reason:

- amend, modify, vary or withdraw the terms and conditions of any Programme and or any privilege, benefits or discounts offered or conferred under any Programme;
- suspend or terminate any Programme;
- restrict or exclude any Participant from participation or continuing to participate in any Programme;

8.3 Any privilege, benefit or discounts to be obtained from or conferred by any Participant under any Programme may be unavailable, suspended or withdrawn by that Participant at any time for any reason and whether temporarily or otherwise.

9. CREDIT LIMIT INCREASE

The Customer hereby undertakes that the outstanding amounts under the Facility (including, without limitation, sums of principal and compounded interest) shall not at any time exceed the Credit Limit. Should the outstanding amounts exceed the Credit Limit, the amount in excess of the Credit Limit ("excess") shall be immediately due and payable, and the Customer shall forthwith repay the excess whether or not a demand has been made by the Bank.

10. INTEREST

All interest charged (including default interest) shall be calculated based on a daily basis, shall accrue day to day and shall be calculated on the basis of the actual number of days elapsed and a year of 365 days. Interest is payable (i) both before and after judgment and (ii) computed based on the principal amount from time to time outstanding under the Facility, at the rate of (in respect of a Customer with an annual income of S\$30,000 and above) 20.9% per annum and (in respect of a Customer with an annual income of less than S\$30,000) 24% per annum respectively, or such rate as may be prescribed by the Bank from time to time, ("prevailing interest rate") compounded monthly from the due date (as defined in Clause 12.2) to the date of repayment subject to the minimum interest charge of S\$10.00/- per month, or any other amount set at the sole discretion of the Bank. For the avoidance of doubt, if there is any change in the Customer's annual income, the relevant prevailing interest rate set out in this Clause 10 shall apply with effect from the date of such change or such other date as may be determined by the Bank in its sole discretion.

11. DEFAULT INTEREST

If no minimum payment is made by the due date (as defined in Clause 12.2), the Customer shall pay to the Bank interest at the default rate of 29.98% p.a. or such rate as may be fixed by the Bank from time to time on the daily balance outstanding where the outstanding amounts is within the approved Credit Lim, from a day after the due date until minimum payments are made in full for four (4) consecutive months on their respective payment due dates in the monthly statement. Thereafter, the interest rate shall revert to the prevailing interest rate.

12. PAYMENTS

12.1 Notwithstanding anything to the contrary, express or implied, in this Agreement, all outstanding amounts under the Facility shall be payable on demand by the Bank, and in the absence of any demand, on the due date for payment in accordance with the terms and conditions stated herein below.

12.2 Unless the Facility has been terminated or the Bank has made a demand under Clause the Customer shall pay the Bank on or before the date specified in the monthly statement ("due date") a minimum payment of an amount of not less than the following:

- \$30.00/- or
- 2% of the outstanding amounts ("minimum payment"), whichever is higher.

12.3 Without prejudice to the generality of Clause the Customer is not required to make any payment to the Bank until the outstanding amount shown in the monthly statement is equivalent or exceeds \$30.00/-.

12.4 All payments received by UOB shall be applied in any manner or order of priority at UOB's sole discretion not withstanding any request of appropriation by you or any other person making such payment on your behalf, including but not limited to applying the payments to the following:

- All outstanding interest and fees with respect to CashPlus Personal Loan;
- All outstanding principal amount with respect to CashPlus Personal Loan;
- All other outstanding interest in respect of your UOB CashPlus account;
- All other outstanding fees (including annual fee, late charges and any other fees in relation to your UOB CashPlus account);
- All outstanding balances in relation to the UOB CashPlus Account.
- All outstanding balance transfer balances and corresponding fees payable from the highest to the lowest promotional interest rate.

12.5 The Customer shall in addition to the default interest stipulated in Clause 11 be liable to pay:

- an over-limit fee of S\$50.00/-, or such amount as may be determined by the Bank from time to time without notice to the Customer, if the current balance exceeds the Customer's credit limit; and
- a late charge of S\$120.00/-, or such amount as may be determined by the Bank from time to time without notice to the Customer, if the minimum payment shown in the monthly statement is not received by the Bank before the due date.

12.6 Without prejudice to Clause and anything else contained herein, the Bank reserves the right to suspend utilisation of the Facility and the privileges, benefits and discounts under the Programme, and no withdrawals may be made by the Customer of any or all moneys standing to the credit of his UOB CashPlus Account (unless the Bank in its absolute discretion agrees otherwise) until the Bank receives the minimum payment and/or the excess (which is payable under Clause 9) or for such other period as the Bank deems fit in its sole discretion.

12.7 All payments shall be made in Singapore dollars and in the mode prescribed by the Bank from time to time.

13. ANNUAL FEE AND CHARGES

13.1 The Customer shall pay an annual fee of such amount as may be determined by the Bank from time to time. Such amount shall be payable in advance yearly and will be debited against the Customer's UOB CashPlus Account when due and shall not be refundable. Notwithstanding the termination of the Facility for whatever reasons, the annual fee remains payable until closure of the Customer's UOB CashPlus Account.

13.2 The Bank may impose charges or fees of such amount(s) as it may decide from time to time in, inter alia, the following circumstances:

- where the Customer requests for additional statements of account;
- where the Customer instructs the Bank to stop payment of cheques or countermands instructions;
- where cheques are dishonoured for whatever reasons; and
- where any cheque is lost or misplaced, and such amount(s) shall be debited against the Customer's UOB CashPlus Account.

14. COSTS AND EXPENSES

All costs and expenses, legal or otherwise, connected with enforcement or protection of any of the Bank's rights (including, without limitation, the processing, implementation and recovery of moneys owing under the Facility) or resolution of any dispute relating to the Facility (whether by judicial proceedings or otherwise) shall be payable by the Customer on demand, on a full indemnity basis, together with interest from the date the costs and expenses are incurred to the date of full payment at such rate as the Bank may prescribe from time to time.

15. CONCLUSIVENESS

15.1 The monthly statement may be sent by ordinary post or by electronic means to the Customer by the Bank. No statement will be sent for any period during which the Facility is not utilised. The Customer is under a duty:

- to check all entries in the monthly statement;
- to report to the Bank within ten (10) days of the date of the monthly statement, any omission, error unauthorised transactions or inaccurate/incorrect entries therein;
- to sign and return any confirmation slips; and
- to promptly notify the Bank in writing if he does not receive any statement that is due to him.

15.2 If the Bank does not receive from the Customer a written objection as to the contents of any monthly statement within ten (10) days of the date thereof:

- the Customer shall be deemed conclusively: (i) to have accepted, and shall be bound by, the validity, correctness and accuracy of the transaction(s)/entries and the balance set out in the statement; and (ii) to have ratified or confirm each and every one of the transactions represented by the entries set out therein;
- the statement shall be deemed conclusive evidence of the Customer's authorisation to the Bank to effect the transaction(s)/entries set out therein; and the Customer shall not claim against the Bank whatsoever arising from, in connection with or as a result of any transaction/entry referred to therein.

16. RIGHT OF DEBIT

Without prejudice to any other rights that the Bank may have, the Bank shall have the right (without being obliged to) at any time without prior notice to debit the Customer's UOB CashPlus Account and/or to debit the balance of the Facility (if any) with all accrued interest, outstanding principal amount and interest, fees, charges, the costs and expenses stated in Clause 14 and all other monies due on the Facility provided no such debiting shall be deemed to be a payment of the amount due (except to the extent of any amount in credit in the Customer's UOB CashPlus Account) or a waiver of any event of default under this Agreement or any other agreement relating to the credit line. If such debiting causes the Customer's UOB CashPlus Account to be overdrawn interest shall be payable accordingly.

17. WAIVER WITHOUT PREJUDICE

The Bank may neglect or forbear to enforce any of the terms in this Agreement or waive on such conditions as it deems fit any breach by the Customer of the same without prejudice to its right at any time afterwards to act strictly in accordance with such terms and conditions or the originally agreed terms in respect of the existing or subsequent breach.

18. REVIEW AND TERMINATION/CLOSURE OF UOB CASHPLUS ACCOUNT

18.1 Notwithstanding anything stated in this Agreement, the Facility is subject to review by the Bank from time to time and upon such review the Bank shall have the right at the Bank's absolute discretion without assigning any reason therefor and without prior notice to the Customer, to reduce or increase the Credit Limit or terminate the Facility or close the UOB CashPlus Account.

18.2 The Customer may upon giving the Bank prior written notice to take effect not less than seven (7) business days from the Bank's receipt thereof, cancel the Credit Limit or terminate the Facility or close the UOB CashPlus Account.

- 18.3 Upon reduction of the Credit Limit, the Customer shall forthwith repay such outstanding amount so as to bring the outstanding balance within the reduced Credit Limit.
- 18.4 Upon termination of the Facility (whether by the Customer or by the Bank):
- if there are no outstanding amounts under the Facility, the Bank's entire obligation with respect to the UOB CashPlus Account shall be discharged, and the Bank may close the UOB CashPlus Account; the Customer shall forthwith destroy all unused cheques;
 - all privileges and benefits conferred upon the Customer under the Programme shall forthwith be withdrawn;
 - the Customer shall pay the Bank immediately all outstanding amounts under the Facility in full;
 - the Customer's obligations under this Agreement will continue notwithstanding the termination of the Facility and shall only be discharged upon payment of all outstanding amounts under the Facility in full; (f) and the use of the UOB ATM card will be terminated.
- 18.5 Upon closure of the UOB CashPlus Account (whether by the Customer or by the Bank), the Bank may discharge its liability to the Customer for any credit balance in the closed account by sending a cheque by ordinary post to the last known address of the Customer in the Bank's records. No interest shall be paid on unclaimed balances in the closed account.
- 18.6 If for any reason payments are effected after termination of the Facility or closure of the UOB CashPlus Account, all sums so paid shall be a debt due from the Customer to the Bank and repayable forthwith.
- 19. RIGHT OF SET-OFF/COMBINATION**
- 19.1 The Bank shall be entitled (but shall not be obliged) at any time and without notice to the Customer to combine, consolidate or merge all or any of its accounts and liabilities with and to the Bank whether singly or jointly with any other person(s) and/or under whatever style, name or form (which includes trade names of sole-proprietorships) and may transfer or set off any sums in credit, whether matured or not, in such accounts wheresoever situate including those in overseas branches, in or towards satisfaction of any of his liabilities whether present or future, actual or contingent, primary or collateral, joint or several.
- 19.2 Where such set-off requires the conversion of one currency into another, such conversion shall be calculated at the Bank's own rate of exchange then prevailing (as conclusively determined by the Bank) on the date of set-off.
- 20. DISCLOSURE**
- The Customer hereby expressly authorises and consents irrevocably and unconditionally to the Bank contacting any third party and disclosing any and all information relating to the Customer, any transaction or dealings between the Bank and the Customer, the Facility and the UOB CashPlus Account for any purpose to:
- the head office and any branches, subsidiaries or associated or affiliated companies of the Bank and their respective officers, servants or agents, whether situated in or out of Singapore;
 - all governmental or quasi-governmental authorities or agencies in Singapore and elsewhere where the disclosure is required by law;
 - any rating agency, business alliance partner, insurer or insurance broker or direct or indirect provider of credit protection;
 - professional advisers, service providers or independent contractors to, or agents of the Bank, such as debt collection agencies or data processing firms;
 - your employer;
 - any person or organisation (including but not limited to the Bank's agents, third-party service providers, contractors, and each of their respective officers, servants, agents, and subcontractors), who have agreed to perform works for or provide services (whether electronic, postal or other services) to the Bank, whether within or outside Singapore (including, without limitation, any entity, the Bank's printer or the Bank's other agents for the purposes of cheque book printing and despatch or for sending out notices, circulars, newsletters, reports or other correspondence to the Customer from time to time), for purpose of providing the said services including but not limited to investigating discrepancies, errors or claims;
 - any person to whom the Facility has been granted by the Bank jointly with the Customer;
 - any person who stands as guarantor or other surety for the liability of the customer;
 - any actual or potential assignee, novatee, transferee or entity (or agent or adviser of any of them) who has entered into or propose to enter into contractual arrangements with the Bank in relation to the Facility;
 - any credit companies in connection with credit card enquiries;
 - any banks, financial institutions or credit reference agents, for credit information in respect of the Customer;
 - any credit bureau of which the Bank is a member and/or any other member of the credit bureau;
 - the police or any public officer conducting an investigation in connection with any offence or any such person(s) as may be referred to by law, regulations, guidelines, directives and/or regulatory authorities;
 - any judicial proceedings to which the Bank is a party where the UOB CashPlus Account and/or transactions pertaining to the UOB CashPlus Account may be a relevant issue; and
 - any other person to whom the Bank considers such disclosure to be necessary or expedient, and the utilisation evidence of authorisation of the Facility by the Customer and as long as the Facility is not terminated shall be deemed to be conclusive evidence of authorisation and consent for such disclosure from the Customer to the Bank.
- 21. FINANCIAL STATEMENTS AND INFORMATION**
- The Customer shall supply to the Bank on request all statements, information, materials and explanation relating to his financial or other condition, and the Customer shall in particular keep the Bank informed of the happening of any event likely to have a substantial effect on him so as to adversely affect his ability to perform his obligations under this Agreement.
- 22. EVENTS OF DEFAULT**
- On the occurrence of any of the following events of default (i) the Bank shall cease to be under any further commitment to the Customer and all outstanding amounts under the Facility shall become due and payable immediately; (ii) the Bank shall, in addition to the rights set out herein, be entitled (as equitable charge) to attach the outstanding amounts to any property of the Customer (whether real or personal) and to lodge a caveat against any real property that may now or hereafter be registered in the Customer's name whether singly or jointly; and (iii) the Customer shall provide cash cover for all contingent liabilities and for all notes and bills accepted endorsed or discounted documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for the Customer's account or at the Customer's request.
- if the Customer breach any terms of this Agreement including failing to pay any amount due under this Agreement on the due date or on demand, if so payable;
 - if the Customer is unable to pay the debts when they become due or comment an act of bankruptcy;

- if a petition is presented against the Customer for bankruptcy, insanity is declared against the Customer, or any proceeding is instituted before a court, tribunal, government agency or administrative body or initiated against it which, if adversely determined, would have a material adverse effect on the Customer, or an event analogous to any of such events under the laws of any other jurisdiction than Singapore has occurred.
 - if the Customer defaults under any other agreement involving the borrowing of money or the granting of advances or credit which gives the holder of the obligation concerned the right to accelerate repayment or withdraw the advance or credit;
 - if, in the Bank's opinion, there is any change in circumstances which would materially and adversely affect the Customer's financial condition or his ability to perform his obligations under this Agreement or any other agreement with the Bank.
 - if any assets of the Customer are subject of any form of execution, attachment, arrest, sequestration or distress.
 - if any representation, warranty or statement made by the Customer in his application for the Facility or any other notice or document given by the customer in relation to the Facility is untrue or misleading in a material respect.
- 23. APPLICATION OF MONIES**
- If any sum paid or recovered in respect of the Customer's liabilities under this Agreement is less than the amount then owing, the Bank may apply that sum to interest, fees, principal or any amount due in such proportions and order and generally in such manner as the Bank deems fit or may credit the same or part thereof to a suspense account if the Bank deems fit.
- 24. SUPPORT CHANNELS**
- 24.1 The Customer may utilise the Facility by such means as they are, or any other modes as may be, made available by the Bank ("Support Channels"). In utilising the Facility by any of the Support Channels, the Customer agrees to abide by and be bound by the rules and terms and conditions (as the case may be) governing the relevant Support Channel, as amended and in force from time to time.
- 24.2 For the avoidance of doubt, the Bank reserves the right at any time and from time to time in its absolute discretion without prior notice and without assigning any reasons to suspend, cancel, withdraw, or terminate any of the Support Channels.
- 25. INDEMNITY**
- The Customer agrees to indemnify and to hold the Bank and all of the Bank's servants, employees, correspondents, nominees and agents harmless from and against all losses, claims, actions, proceedings, demands, damages, costs and expenses (including, without limitation, legal costs on an indemnity basis, taxes or other levies, interest and service charges) unless arising solely from the Bank's gross negligence or willful default, which the Bank may incur or sustain from or by reason of:
- the Bank acting or carrying out any instructions purportedly given to the Bank pursuant to these terms and conditions;
 - the Bank using any system or means of transmission, communication, transportation or otherwise in carrying out such instructions (including, without limitation, by reason of loss, delay, misunderstanding, mistakes, distortions or duplications);
 - the Bank's provision of its services to the Customer (including, without limitation, the transactions contemplated hereunder and in connection with all or any matters or transactions in respect of the Facility);
 - any change in any existing law, regulation or official directive relative to the Facility or any of these terms and conditions;
 - the Bank acting hereunder prior to its receipt of written notice of the termination or revocation of these terms and conditions by operation of the law as to the Customer;
 - the Bank enforcing or attempting to enforce any rights it may have against the Customer pursuant to these terms and conditions;
 - any breach by the Customer of any of these terms and conditions or such other terms and conditions as are applicable to the services provided or to be provided by the Bank to the Customer or transactions between the Bank and the Customer;
 - the conversion of one currency into another, and any such loss, cost or charge may be debited by the Bank to any account of the Customer with the UOB Group Bank, including the UOB CashPlus Account and accounts held jointly by the Customer with other person(s). The Customer agrees that any conversion from one currency into another may be effected in such manner and rate of exchange as may be determined by the Bank in accordance with its usual practice.
- 26. ORAL/TELEFAX INSTRUCTIONS**
- 26.1 The Bank is hereby authorised (but is not obliged) to rely upon and act in accordance with any instructions in connection with the Facility:
- which may from time to time be, or purport to be, given orally, whether by telephone or otherwise (each an "oral instruction"); or
 - which may from time to time be transmitted to the Bank by telefax or similar means and contains the facsimile signature of the authorised signatory authorising or purporting to authorise its issue (each a "telefacsimile instruction"), without any further authority from the Customer or any further notice to or from the Customer, without any inquiry by the Bank as to the authority or identity of the person giving or authorising or purporting to give or authorise such instruction or the authenticity thereof, regardless of the circumstances prevailing at the time of such instruction or the nature of the transaction and notwithstanding any error, misunderstanding, fraud or lack of clarity in the terms of such instructions, and whether or not such oral instruction or telefacsimile instruction was made or given with or without the authority of the Customer.
- 26.2 Without prejudice to the foregoing, the Customer agrees that the Bank will not be liable for any losses which the Customer may suffer in connection with the Bank acting in accordance with Clause 26.1 above including without limitation on any oral instruction of a person who is not the Customer or the authorised signatory, or any telefacsimile instruction transmitted as afore said upon which one or more of the signatures has been forged or is otherwise unauthorised.
- 26.3 The Customer hereby agrees that a note made by any of the Bank's officers (or, as the case may be, any of the officers of any of the offices in any part of the world or affiliate companies of the Bank) of any oral instruction or, as the case may be, a copy of any telefacsimile instruction, shall be conclusive and binding evidence of such oral instruction or telefacsimile instruction, as the case may be, provided always that the Bank shall not be obliged to cause any of its officers or such officers of such offices or affiliated companies to make any note of any oral instructions and the failure to make any such note shall not in any way affect the authorisation herein contained or prejudice the rights of the Bank in this Agreement.
- 26.4 Without limitation to the generality of Clause 25, the Customer undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the Bank acting in accordance with this Agreement (including without limitation this Clause 26).

- 26.5 In respect of the application of the terms in this Clause 26 to the mandate with regard to any account or facility which the Customer may from time to time have with any of the offices or branches or affiliate or associate companies of the Bank in any part of the world, the Customer agrees that the Bank acts for such office, branch or company in its agreement on these terms.

27. COMMUNICATION

The Customer shall notify the Bank immediately in writing of any change or variation in his signature or those of the authorised signatories or the authorised manner of signing, or any change of particulars such as names, authorised signatories, addresses, identification documents, telephone facsimile or other contact numbers. The Bank shall be entitled to a reasonable period of time (of not less than seven (7) business days from receipt)

28. EXCLUSION OF LIABILITY

- 28.1 Without prejudice to the generality of the other terms and conditions herein, the Bank shall not be liable for any loss damage or expense suffered or incurred by the Customer arising from any cause whatsoever through no fault of the Bank, including without limitation the following:
- alteration of instructions and/or forgery of the Customer's or any authorised signatory's signature;
 - any computer or system virus interference, sabotage or any other cause whatsoever which may interfere with any of the Bank's services, or any breakdown or malfunction due to any cause whatsoever, of computer software or equipment whether belonging to the Bank or not, used in connection with any of the Bank's service; and
 - any loss of, destruction to or error in the Bank's records, howsoever caused.
- 28.2 The Bank shall not be responsible for the goods and services covered by any Programme or the delivery quality or performance thereof or the privileges, benefits, discounts or programmes of any Participant (whether or not made available or introduced to the Customer by the Bank or under any Programme). The liability of the Customer owing to the Bank is not affected by any dispute or counterclaim or right of set-off which the Customer may have against any Participant. In particular, the Bank's right of debit under Clause 16 shall not be in anyway be affected by the non-delivery or non-performance of or any defect in any goods or services or the failure of any Participant to provide or make available to the Customer any of the privileges, benefits, discounts or programmes. The Customer shall seek redress in respect of such goods, services, privileges, benefits, discounts or programmes from the Participant directly.

29. SEVERABILITY

If at any time any one or more of the terms and conditions set out herein is or becomes invalid, unlawful or unenforceable in any respect under any applicable law, neither the validity, legality or enforceability of the remaining terms and conditions contained herein nor the validity, legality or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

30. ILLEGALITY

Not with standing any other provision herein, if by reason of any applicable law or regulation or regulatory requirement (whether or not having the force of law) or any change therein or judicial decision relating thereto or the interpretation or administration or application thereof, it shall become (or it shall appear to the Bank that it has or will become) unlawful or otherwise prohibited for the Bank to maintain or give effect to any of its obligation herein, the Bank shall thereupon notify the Customer to that effect, whereafter, the Customer shall immediately upon receipt of such notification from the Bank pay the whole of all monies owing to the Bank by the Customer.

31. ASSIGNMENT

The Bank may at any time assign, transfer or negotiate all or any part of its rights, benefits and/or obligations to such person or persons as the Bank shall in its absolute discretion deem fit. Any such assignee of transferee shall be entitled to the full benefit of such rights and/or obligations as if it were the Bank in respect of the rights or obligation assigned or transferred to it. Provided always that the Customer shall not assign, transfer and/or negotiate his rights and obligations.

32. APPLICABLE LAW AND PROCEEDINGS

These terms and conditions shall be governed by and construed in accordance with the laws of Singapore and the Customer hereby irrevocably:

- submit to the non-exclusive jurisdiction of the courts of Singapore; and
- agree that the Bank may serve any writ of summons, statement of claim or other legal process or document in respect of any action or proceedings under this Agreement required by any relevant law, including without limitation, the rules of court or other statutory provisions, to be served on the Customer by personal service, by leaving the same at, and/or sending the same by ordinary post, to the last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business) as may be provided to the Bank or its solicitors. Such legal process or document is deemed to have been duly served on the Customer:
 - on the date of delivery, if sent by hand; and
 - on the date immediately following the date of posting, if sent by Post. Service of such legal process is deemed to be good and effective service of such legal process on the customer and nothing in this Agreement shall affect the Bank's right to serve legal process in any other manner permitted by law.

TERMS AND CONDITIONS GOVERNING ACCOUNTS AND SERVICES

Terms and Conditions Governing Accounts and Services may be viewed at our website at <https://www.uob.com.sg/personal/save/accounts-services-tncs.page>

TERMS AND CONDITIONS GOVERNING DIGITAL SERVICES

Terms and Conditions governing Digital Services may be viewed at our website at https://www.uob.com.sg/assets/pdfs/PIB_MBK_TC.pdf

UOB CARDMEMBERS AGREEMENT

The UOB Cardmembers Agreement may be viewed at our website at <http://uob.com.sg/ccagreement>

TERM AND CONDITIONS OF UOB CASHPLUS VISA CARD CASHBACK PROGRAM

Terms and Conditions of the UOB CashPlus Visa Card Cashback Program may be view at our website www.uob.com.sg/cashplus