

# GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

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# GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

## SECTION A.

### 1. GENERAL, INTERPRETATION, AND DEFINITIONS

1.1. By applying for or using any Account, Card or Service, Customer shall be deemed to have read, understood and accepted all of the terms and conditions set out herein, as may be amended, modified or supplemented from time to time (these "**General Terms**"). These General Terms apply to any Account, Card, or Service which Bank provide, and each time Customer use any of them. These General Terms supplement and are to be read together with:

- (a) The General Terms and Conditions governing Accounts, Cards and Services for UOB Savings ("**Bank General Terms and Conditions**")
- (b) the terms and conditions governing the specific Account, Card or Service offered by us alone or by us together with third parties ("**TMRW Specific Terms and Conditions**"); and
- (c) The TMRW Savings Product & Service Summary (**RIPLAY**) Customer,

each as may be amended, modified or supplemented from time to time (together, the "**Other Terms**").

1.2. In the event of any conflict or inconsistency between provisions in the following documents, the provisions in the first mentioned document shall prevail over the next mentioned document:

- (a) **Bank General Terms and Conditions;**
- (b) **These TMRW General Terms and Conditions;**
- (c) **TMRW Specific Terms and Conditions**
- (d) **The TMRW Savings Product & Service Summary (RIPLAY).**

1.3. General construction and interpretation

- (a) **Our discretion:** whenever the Bank is required to act, make a determination or exercise judgment in any other way, Bank may do so in the Bank's sole and absolute discretion.
- (b) **When Bank act or refuse to act:** on any matter including any instruction or transaction, Bank do not need to provide any reason for the Bank's act or refusal unless required by Applicable Law.
- (c) **Timing:** if Bank receive any instruction on a non-Business Day or after the specified clearance or cut-off times, Bank may treat the instruction as received on and may only carry out that instruction on the next Business Day.
- (d) Words importing a singular number includes the plural number and vice versa.
- (e) Words importing the masculine gender includes the feminine or neuter gender.
- (f) Headings and sub-headings are inserted for convenience only and do not affect the interpretation of these General Terms.



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- (g) Any phrase introduced by the terms "other", "including", "include", and "in particular", or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

### 2. TERMS OF USE AND INSTRUCTIONS

2.1. All instructions must be given through Digital Services. However, Bank may also accept instructions given by other means (such as facsimile, orally, in writing, or otherwise), provided that:

- (a) Bank have received such instructions in such mode or manner agreed by us from time to time;
- (b) our acceptance of such instructions may only be available for certain types of Accounts, Cards, Services, segments of customers or on an exceptional basis upon Customer request to us;
- (c) Bank may record or make any note of any instruction or communication, including telephone or video conversations between Customer and us, with or without the use of an automatic tone or other warning device;
- (d) notwithstanding the above, Bank shall not be obliged to make any note or recording, or maintain copies of any notes or recordings, and the failure to do so shall not in any way prejudice the Bank's rights; and
- (e) Bank shall not be responsible for guaranteeing that communications or instructions given in such a manner will be completely secure, and the risk of fraud, misunderstanding, error, delay and Losses resulting from communications or instructions given in such a manner are entirely at Customer own risk and Bank will not be liable for the same, unless it is proven that such risk is caused by the Bank's fraudulent intent, wilfull misconduct, or gross negligence.

2.2. Customer acknowledges that all instructions once given to us are irrevocable and binding on Customer, and Customer shall not dispute any instruction so given.

2.3. Customer shall be responsible for:

- (a) ensuring that all instructions are accurate and complete, and given in the manner specified by us;
- (b) ensuring that Customer Account has sufficient funds for us to carry out any instruction;
- (c) only using the same signature for all Accounts, Cards or Services;
- (d) ensuring that the instructions are not varied or cancelled after they have been received or processed by us;
- (e) following the Bank's instructions in connection with the Accounts, Cards and Services and complying with all Applicable Laws; and
- (f) giving us all documents and information and help Bank may need.

2.4. Bank may disregard any instruction or refuse to provide or allow Customer to use, any Account, Card or Service if:



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- (a) Bank is of the opinion that the instruction is inconsistent, incomplete, incorrect, misleading, unclear, conflicting, fraudulent or not given in a manner specified by us;
  - (b) it is unreasonable and impracticable to do so;
  - (c) it is against the Bank's business practice or any internal policy or procedure;
  - (d) it is against any Applicable Law (including any economic and trade sanctions imposed by any regulator in any jurisdiction where Bank operate in or by any supranational organisation, official body including, but not limited to, the United Nations and the European Union);
  - (e) it results in an Account being overdrawn or exceeding the daily transfer limit or category limit on the Account or the transaction limit for any Account, Card or Service being exceeded;
  - (f) if a minimum balance requirement applies to the Account and the instruction would cause the Account balance to fall below that minimum balance; or
  - (g) circumstances beyond the Bank's control prevent Customer instructions from being carried out; or Customer have not provided us with all documents, verification and information Bank require.
- 2.5. Bank shall not be obliged to provide guarantee that (i) an instruction will be carried out within a particular timeframe or in any particular order; (ii) there will be no time lag between the time Customer provide an instruction and the time the instruction is carried out by us; or (iii) an instruction will be completely secure, unless otherwise caused by the Bank's wilful misconduct or gross negligence.
- 2.6. Bank may:
- (a) act on any instruction Bank believe in good faith has been given by Customer;
  - (b) act on incomplete, unclear, conflicting or multiple instructions if Bank reasonably believe Bank can correct the information or determine the order of acting without referring to Customer;
  - (c) from time to time require the use of Access Procedures, specify additional conditions or change or implement new security procedures for accepting instructions;
  - (d) refuse to act on any instruction or cancel or reverse any instruction if Bank deem that action to be necessary, desirable or appropriate;
  - (e) refuse to act, on any instruction that would result in transaction limits being exceeded, Bank will notify Customer of such refusal;
  - (f) cancel or reverse any action taken on the basis of an instruction, demand refund, debit the Account, cause the amount to be unavailable for withdrawal or treat the Account as overdrawn or exceeding its limits, if:
    - (i) Bank needs to correct any error or omission;
    - (ii) Bank is required to return funds to the payer or drawer;
    - (iii) Bank has not received cleared and unconditional funds in full or in time;



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- (iv) our internal checks indicate that the instruction was not from Customer; or
  - (v) Bank has reasonable grounds to do so for any other reason whatsoever; and
  - (g) agree to the variation or cancellation of any prior instruction on conditions Bank require. Bank will try to stop a transaction when instructed but Bank will not be responsible for any Loss Customer incur if Bank cannot do so.
- 2.7. Customer agrees that where any person uses the Access Procedures to access the Services or issue instructions through the Services; or where the signature or the authorisation on an instruction appears to be similar to the signature or the authorisation in the operating mandate:
- (a) Bank shall regard that person to be Customer and Bank may act on such instructions or allow any such person to use or access the Services;
  - (b) any use or access of the Services shall be deemed to be used or accessed by Customer; and
  - (c) any instructions shall be deemed to be instructions that Bank validly issued and authorised by Customer and shall be valid, binding and enforceable on Customer.
- 2.8. If Customer become bankrupt, lack capacity, or pass away, Bank may freeze or suspend operations on any Account, Card or Service, not act on any instrument presented or any instructions received, and refuse access to the funds in the Account or to any Card or Service without being responsible for any Loss thereby incurred by Customer, Customer successors or anyone else until Bank receive, to the Bank's satisfaction, evidence of the person(s) who have the legal authority to operate the Account, Card or Service.
- 2.9. Customer must give us instructions when Customer want to change or cancel the operating mandate or when Customer want to change any signature. Bank shall be entitled to a reasonable period to process the change or cancellation. Any such instruction submitted to us will be effective only upon the Bank's written confirmation to Customer that Customer instructions have been accepted by the Bank.
- 2.10. Bank may honour, for a payment, all instructions given and instruments signed in accordance with the previous operating mandate if these instructions and instruments are dated before, but presented after, Bank have received and accepted Customer instruction in accordance with section 2.9 above.

### 3. COMMUNICATIONS

- 3.1. If there is any change in Customer particulars or contact details, Customer must notify us by such mode or method specified by the Bank.
- 3.2. Notices, information, documents and communications will be sent in the manner Bank deem appropriate via the Digital Service (including through Push Notifications sent to Customer Equipment whether or not Customer shall be logged into the Digital Service, or notifications / information feeds in the App); or sent to Customer last known address, phone number or email address in the Bank's records; or through the display of notices at the Bank's branches, the Bank's ATMs, or the Bank's Banksites; or via the statement of accounts Bank send to Customer; or via a daily newspaper, radio or television broadcasts; or via Third Party Links.



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- 3.3. Customer shall take all steps necessary to allow Digital Services to send Push Notifications to Customer Equipment and send notifications via the App; including enabling Push Notifications and ensuring the App is accessible to Customer. Customer acknowledges that if Customer do not take such steps, Customer may not receive such notifications.
- 3.4. Customer agrees that unless otherwise expressly provided in writing, any notices, information, documents and communications sent by us to Customer will be deemed effective or received by Customer:
- (a) if sent by post to an address within Indonesia, the following Business Day after posting;
  - (b) if sent by post to an address outside Indonesia, five Business Days after posting;
  - (c) if sent by fax, electronic mail, SMS or via the Digital Services, at the time and date it is despatched from the Bank's Equipment to Customer;
  - (d) if sent by hand, at the time of delivery;
  - (e) if displayed at the Bank's branches, on the Bank's ATMs, or posted on the Bank's website or Third Party Links, on the date of display or posting;
  - (f) if advertised in the newspaper, on the date of advertisement; and
  - (g) if broadcast via radio or television, on the date of broadcast.
- 3.5. Bank shall not be responsible for notices, information, documents and communications after they are sent in a manner set forth in section 3.4 above. Customer remain responsible for all actions taken based on such notices, information, documents and communications.
- 3.6. Customer communications and notifications to us through the Digital Services are effective when actually received by us in a legible form.
- 3.7. Customer must not use email to send us any communication and notification in connection with Customer Accounts, Cards, or Services.

### 4. STATEMENTS AND RECORDS

#### *Statements generally*

- 4.1. Bank may issue statements or confirmation advices for Customer Accounts periodically, in any form as prescribed by us, and by any mode of delivery as Bank may determine. If there is no activity in the Account, Bank may choose not to issue any statement.
- 4.2. If Bank issue consolidated statements, no separate statements will be issued separately for each Accounts or Cards.
- 4.3. Customer must:



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- (a) carefully check each entry in the statement of account and confirmation advice for accuracy as soon as Customer receive it;
- (b) promptly report to us any irregularity, discrepancy, inaccurate or incorrect omission or entry, error, or unauthorised transaction; and
- (c) report to us as soon as possible if Customer do not receive or are unable to access any statement or confirmation advice that is due to Customer.

### *Electronic statements*

4.4. Where Bank issue statements and confirmation advices in electronic form (collectively, the “**Electronic Statements**”), Customer agree that:

- (a) Electronic Statements may be made available to Customer through the Digital Services, by email, or by any other methods as Bank may determine;
- (b) Customer shall provide Customer email address or mobile number of which Customer shall be the registered or authorised user, or such other information Bank request to make the Electronic Statements available to Customer;
- (c) Bank shall not be liable for any non-receipt of the Electronic Statements, whether resulting from an invalid email address or mobile number, or any other events or circumstances which are not caused by the Bank’s wilful misconduct or gross negligence;
- (d) Bank can continue to make available the Electronic Statements through the Digital Services or such other channels as Bank may designate from time to time even if the email address or mobile number in the Bank’s latest records is invalid; and
- (e) notwithstanding that Electronic Statements are issued, Bank may also issue printed copies of the statements and confirmation advices to Customer last known mailing address in the Bank’s records.

### *Records of transactions*

- 4.5. The date appearing on a transaction record may vary from the date appearing on the statement or confirmation advice, as transactions completed after cut-off times or on non-Business Days may be processed at a later date.
- 4.6. Bank may destroy, erase or stop maintaining any record (whether in paper, electronic, data or other form) after such time as permitted by Applicable Law.
- 4.7. Nothing in this section shall prevent us from rectifying any errors or omissions in any statement or confirmation advice and any such amended statement or confirmation advice shall be binding on Customer.

### *Conclusiveness of records*



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- 4.8. Any recording or note made by us of any instruction shall be final, conclusive and irrefutable evidence of that instruction, absent manifest error.
- 4.9. Any document relating to any Card Transaction bearing Customer signature shall be conclusive evidence of the fact that the Card Transaction therein stated or recorded was authorised and properly made or effected by Customer.
- 4.10. Customer agree that, absent manifest error:
- (a) all instructions, acknowledgments and agreements (including data, images, records and documents containing those instructions, acknowledgments and agreements) in electronic form (collectively, "**Electronic Records**") are final, conclusive, binding, and irrefutable evidence of the instructions, acknowledgments and agreements; and
  - (b) our records in any form (including Electronic Records) and any certificate (including any statement, report or communication) Bank issue, or decision Bank makes, about a matter or an amount payable, are conclusive, final, and binding.
- 4.11. Customer further agree that any Electronic Records are original documents in writing and that Customer will not challenge their validity, admissibility or enforceability on the basis they are in electronic form.

### 5. REPRESENTATIONS AND WARRANTIES

- 5.1. Customer represent and warrant, at all times, that:
- (a) Customer have full legal capacity and authority to open, maintain and operate all Accounts, Cards and Services Customer have with us, and to give us all instructions in connection with the foregoing, and to comply with Customer obligations under these General Terms;
  - (b) Customer have the power and have obtained all authorisations, consents, licences, or approvals necessary to agree to these General Terms, and Customer will ensure the same are maintained in full force and effect;
  - (c) Customer obligations under these General Terms are valid, binding and enforceable and will not breach any agreement, authorisations, consents, licences, or approvals or Applicable Law;
  - (d) Customer will not use any Account, Card or Service in a manner which would contravene any Applicable Laws, these General Terms, or such other guidelines or requirements as the Bank may otherwise specify;
  - (e) Customer shall be acting for Customer own account and all Accounts and Cards belong to Customer as principal and not as trustee, agent, or nominee. In this regard, Customer also acknowledge that Bank do not have to recognise any person other than Customer as having any interest in the Account or Card, and Customer agree that Customer shall use the same signature for all Accounts, Cards or Services;
  - (f) Customer have not withheld any information, and all information Customer provide to us is true, accurate and complete and if there is a change in the information provided, Customer will report the change as soon as possible to us;



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- (g) Customer will not (i) offer, promise or give; or (ii) agree to receive or accept, any bribe;
- (h) Customer will comply with all Applicable Laws in all jurisdictions that apply to Customer including reporting Customer worldwide income to any applicable tax authority;
- (i) Customer do not have immunity from jurisdiction of any court or from legal process;
- (j) Customer accept the risk in connection with the use of Service; and
- (k) Customer will provide us with any assistance, information, or documents that Bank may need from time to time (whether for us to comply with the Bank's obligations under all Applicable Laws, to act on Customer instructions, for the operation of the Account, Card or Service, or otherwise).

5.2. Bank makes no representation, warranty, or undertaking of any kind, whether express or implied, statutory or otherwise, and accept no liability for any of the following (unless it is directly caused by the Bank's fraudulent intent, wilful misconduct or gross negligence):

- (a) as to the accuracy, timeliness (owing to non-delivery or delayed delivery), completeness, security, secrecy or confidentiality of any notices, information, documents and communications, in any form, transmitted via the Bank's Services, through e-mail or by SMS;
- (b) that the Biometric Access Service will meet Customer requirements, or will always be available, accessible or function with any network infrastructure, system or such other services as Bank may offer from time to time;
- (c) as to the security of the Unique Biometric Identifier authentication function of any Equipment and whether it works in the way that the manufacturer of the device represents; and
- (d) that the functions contained in, or services performed or provided by, the Services will meet Customer requirements, that the operation or availability of the Services will be uninterrupted or error-free, or that the Services will be free from errors or defects.

### 6. SECURITY PROCEDURES AND RESPONSIBILITIES

#### *Use of Access Procedures*

- 6.1. Bank may issue to Customer a Password in any combination of letters, numerals and characters.
- 6.2. Bank may deactivate or revoke the use of any Access Procedure with 30 (thirty) Business Days' prior notice before the deactivation or revocation is effective, or such shorter notice in accordance with the Applicable Laws.

#### *Required security precautions*

- 6.3. Customer shall:
  - (a) take all precautions and reasonable care to prevent loss, theft, forgery, fraudulent or unauthorised use of Customer Account, Card, or Digital Services;



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- (b) keep Customer Password confidential at all times, and not allow anyone (without exception) to use Customer Password, as Customer shall be responsible for all transactions undertaken with Customer Password;
- (c) not use the Card after the Account is closed or after Bank tell Customer that the Card has been cancelled or that Bank have withdrawn the use of the Card;
- (d) cooperate with us in any investigation or court proceeding, including permitting us or any supervisory or regulatory body to have access to Customer Equipment as Bank or the supervisory or regulatory body may request, and Customer shall co-operate in answering any of their queries in relation to any aspect of the Digital Services;
- (e) promptly, upon the Bank's request, cut the Card in half or return the Card to us; and
- (f) except as and when so required by us in section 6.3 (e) above, ensure that the Card is not defaced, damaged, bent, modified or tampered with in any way.

### 6.4. Customer must make a report to us as soon as possible when Customer:

- (a) suspect or become aware that Customer Card, Equipment, Password is lost, stolen, misused or tampered with;
- (b) suspect or become aware that a third party is aware of Customer Password; or
- (c) suspect or become aware that there has been unauthorised access to or use of Customer Card, Account, Equipment, Password.

### 6.5. If Customer informs us that the security of Customer Password (including Customer Unique Biometric Identifier) has been compromised, Bank may require Customer to change the Password, re-register Customer Unique Biometric Identifier or cease the use of the Biometric Access Services.

## 7. CUSTOMER DATA PROCESSING

- 7.1. Any application to open an Account, the Bank reserves the right to request the Customer and the Customer shall disclose and provide the any and all data, details, information, statement, document or anything requested and required by the Bank relevant to the Customer or the Customer's transaction as terms for opening the Account, and the Customer hereby represents and warrants to the Bank that any data/details/document/information/statements provided to the Bank in relation to the Account opening shall be complete, authentic, accurate and true to the reality and any of the same have not been changed and remain valid/not expired, no changes have been made or any other conditions as approved according to the Bank's policy.
- 7.2. Processing any of Customer data, information, document in relation to the Banking product and/or service from the Bank shall be done in due observance of the prevailing laws and regulations, including but not limited to personal data protection law, together with the implementing regulations thereto, in order to protect the confidentiality and maintain Customer personal data.



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- 7.3. Customer shall notify the Bank in writing of any change to the identity including any change to Customer name, Customer address for correspondences, Customer email, signature, telephone number, tax identification number, and any other details changed or different from the details previously provided to the Bank.
- 7.4. Without prejudice to the Bank's rights to collect, use or disclose personal data under the Applicable Laws, Customer authorise and consent to us, the Bank's officers, employees, directors, agents or any other persons who by reason of their capacity or office have access to the Bank's records, correspondence, or any material relating to Customer or any Account or Card held by Customer, disclosing any and all information whatsoever (including personal data) relating to Customer, including details of the Accounts and Cards (whether held alone or jointly), Customer credit standing and financial position, and disclosing any information in the message or payment instruction together with any electronic wire transfer as instructed or requested by Customer.

### *Disclosure of personal data for co-brand cards*

- 7.5. Customer agree that, where the Card is a co-brand card ("**Co-brand Card**"), all personal data provided by Customer for the Co-Brand Card and information and details of Customer Co-Brand Card account(s) which may be issued to Customer and transactions made thereunder may be shared by us with the respective co-brand partner associated with the Co-Brand Card ("**Co-Brand Partner**") to enable the Co-Brand Partner and its agents and authorised service providers to collect, use and disclose Customer personal data to any person the Co-Brand Partner deems appropriate or necessary by the Co-Brand Partner.
- 7.6. The consent and authorisation to data and/or information processing in this section 7 shall refer to the explicit consent the Customer provides on the "Consent Form" constituting as an integral and inseparable part of this Terms and Conditions. The consent and authorisation shall be for the purposes of any laws, regulations, directions, notices or any other such documents applicable to the Bank.

## 8. PAYMENT RESPONSIBILITIES

- 8.1. Customer shall be responsible for:
- (a) making all payments under these General Terms and Other Terms, including any bank charges, commissions, administrative charges, interest and fees charged by any party in connection with Customer use of the Account or any Service; and for handling garnishee orders, injunctions or other court orders, judgment or proceedings relating to Customer Account or the monies in the Account;
  - (b) ensuring that payments Customer make are in immediately available funds and without any deduction or withholding in respect of any tax or levy unless the deduction or withholding is required by law. If Customer shall be required by law to make deductions or withholdings, Customer must ensure that the amount Bank receive is equal to the amount payable in the absence of the deduction or withholding;
  - (c) paying all taxes (including all goods and services tax) imposed on or payable in respect of any amount incurred on or debited to the Account, and Bank shall be entitled to debit the amount of such tax(es)



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from the Account. Customer must reimburse us if Bank shall be required by law to collect and make payment in respect of such taxes;

- (d) paying the interest (at a rate Bank determine) specified on:
  - (i) all service charges;
  - (ii) the unutilised amount of any credit facility granted by us;
  - (iii) other sums due and payable to us; and
  - (iv) all Loss suffered or incurred by us for taking action to safeguard the Bank's position under these Terms;
- (e) ensuring that all payments to us are received by us on the due date in full and in the currency in which they are due.

8.2. Customer must make payment of either the amount of minimum payment sum (the "**minimum sum**") or the full outstanding amount specified in Customer Card statement by the specified due date ("**Due Date**"). Otherwise:

- (a) the amount of the minimum sum that remains unpaid will be added to the amount of the following month's minimum sum;
- (b) Customer will be liable to pay late payment charges and interest on the unpaid amount; and
- (c) Bank may suspend the use of any one or all Cards.

8.3. If Bank have only received the minimum sum by the Due Date, Customer must pay interest on any amount remaining unpaid.

8.4. Please see UOB TMRW Fees and Charges for details on the applicable charges and interest.

8.5. Notwithstanding any term in these General Terms, Bank may demand from Customer at any time an immediate repayment of any amount Customer owe the Bank.

### *Application of Payments*

8.6. Bank may apply payments received by us in any order of priority and in any manner Bank think fit.

8.7. If there is any credit balance on the Account, Bank may, without prejudice to other rights Bank have, pay for all or any part of such credit balance:

- (a) to Customer by such mode as Bank may decide (including by way of cashier's order, or funds transfer to any of Customer banking account(s) with us); or
- (b) to Customer executor(s) or administrator(s) in the event of Customer death, and shall not be obligated to enquire about the beneficial rights to such funds.



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### 9. AMENDMENTS / VARIATION

- 9.1. Bank may amend or supplement these General Terms from time to time by notifying Customer no later than 30 (thirty) Business Days before the amendment or supplements come into effect, or within a shorter period in accordance with Applicable Laws.
- 9.2. If Customer do not accept the supplement or amendment to these General Terms, Customer shall be entitled to stop using the Account, Card, and Services and, as soon as possible, close the Account and terminate the Card. If Customer continue to use the Account, Card, or Service after the supplement and amendment takes effect, Customer shall be deemed to have accepted the change or addition without reservation.
- 9.3. Bank may, with 30 (thirty) Business Days prior notice or such shorter period as may be permitted by any Applicable Law:
- (a) change the operating hours or the time period during which any Account, Card or Service may be available;
  - (b) set or change the frequency or manner of use of any Account, Card or Service;
  - (c) limit, cancel or suspend the operations or use of any Account, Card or Service; and
  - (d) refuse to re-issue, renew or replace the Card,
- 9.4. Bank do not guarantee that the Accounts, Cards, and Services will always be available and uninterrupted.
- 9.5. Bank reserve the right to reject any application for any of the Accounts, Cards, or Services, and Bank will notify Customer of such rejection and the reason thereof unless provided otherwise by Applicable Law.
- 9.6. Bank shall not be liable for any Loss if Bank limit, cancel or suspend the operations or the use of any Account, Card, or Service whether due to:
- (a) any force majeure or cause beyond the Bank's control;
  - (b) the unavailability of or inaccessibility to Customer records, the Accounts, Cards, or Services; or
  - (c) any other reason, other than for the Bank's wilful misconduct or gross negligence.
- 9.7. If Bank provide and Customer use any new, additional or enhanced Account, Card, Service, or product, the terms and conditions governing the new, additional or enhanced Account, Card, Service, or product will be binding on Customer.

### 10. OUR RIGHTS OF DEBIT / SECURITY AND SET OFF

#### *Debit Customer Account*

- 10.1. Without prejudice to any other rights Bank may have, Bank is entitled, without Customer prior consent and without prior notice to you, to debit, transfer, combine, or consolidate your money in your Account or any of your accounts with us for the payment of your Obligations to us, even if you incur a loss of interest income or a reduction in the initial principal amount due to bank charges or adverse exchange rate movements.



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- 10.2. Customer must resolve any complaint against a Payee Corporation with them directly and no claim against the Payee Corporation may be set off or claimed against the Bank.
- 10.3. If there is a dispute with any Payee Corporation in respect of a payment, a refund for the transaction will be made to Customer only after the Payee Corporation has refunded the payment to the Bank.

### 11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. The present and future patents, copyrights, trade secrets, trademarks, service marks, graphics, images and logos and all other intellectual property rights in the Accounts, Cards, Services, and their respective contents; including improvements, developments, ideas, concepts, know-how or techniques in connection with the Digital Services; and functions, systems, and applications in the Digital Services (collectively, "**Intellectual Property**") except for information pertinent to Customer Account(s) or information personal to Customer in Customer capacity as the Bank's customer, are solely owned by us or licensed for use by the Bank. Customer must not use or reproduce the Intellectual Property.
- 11.2. Subject to these General Terms, the Bank grants Customer, for the duration of the General Terms, a personal, limited, revocable, non-transferable and non-exclusive licence to enable access and use the Digital Services on any Equipment used by Customer. Customer may not sub-license this licence or any other right granted under the General Terms.
- 11.3. No part of the Accounts, Cards, Services may be reproduced, distributed, published, modified, displayed, broadcast, hyperlinked or transmitted in any manner or stored in an information retrieval system without the Bank's prior written consent. Customer shall not reverse engineer or attempt to extract the source code of the software provided to Customer by us in connection with the Digital Services without the Bank's prior written permission.
- 11.4. The Digital Services may include software that is licensed by third parties ("**Third Party Licensors**"). Customer shall not use the Digital Services in a manner which infringes the rights of the Third Party Licensors in any way. Customer will be liable if Customer use of the Digital Services infringes upon the rights of the Third Party Licensors.

### 12. FEES / CHARGES / DEFAULT INTEREST

- 12.1. The fees and charges payable by Customer will be determined by us and may change from time to time. Any change in the amount of fees or charges payable will be notified to Customer 30 (thirty) Business Days before the changes become effective, subject to such further terms and conditions as may be set out in the Specific Terms.
- 12.2. If Customer do not accept the changes to the fees and charges payable, Customer shall be entitled to terminate the Account, Card and/or Services on which such changes apply. If Customer continue to use the Account, Card and/or Services after the changes to the fees or charges payable are effective, Customer shall be deemed to have agreed to such changes. Any termination hereunder shall not impair any fees or charges payable or incurred before the termination.



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

- 12.3. Bank shall be entitled to debit the Account at any time for any fees or charges due and owing by Customer to us even if the Account would be overdrawn as a result.
- 12.4. Default interest will be calculated in accordance with the Bank's usual practice and will be payable before and after judgment. The amount of default interest will be added to the unpaid sums, and the total amount will bear interest until all the sums Customer owe us are paid in full. Bank will notify Customer of any changes in the rate of default interest 30 (thirty) Business Days before the new rate is applicable or within such shorter period as may be permitted by Applicable Law.
- 12.5. Please see UOB TMRW Fees and Charges for details of the applicable fees, charges, and default interest rates.

### 13. CURRENCY CONVERSION / UNAVAILABILITY OF FUNDS

- 13.1. Bank may convert one currency into another at the Bank's prevailing rate of exchange. Banks are not liable for any Loss or risks arising from any currency conversion. This applies to conversions including:
- (a) conversion of any credit balance in Customer Account or other amounts Bank may owe Customer to any other currency for the purpose of carrying out any instruction, crediting of any Account, assessing Customer Liabilities or enforcing the Bank's rights under these General Terms or under any Service or Account (including to effect any set-off or consolidation by us of the Accounts);
  - (b) conversion of any Account balance or any part thereof (and if Bank choose, together with the interest accrued on the amount so converted) into any other currency Bank may choose at the time such balance or part thereof becomes due and payable by the Bank. When Bank repay Customer the same in such currency, it will be in full and complete discharge of the Bank's obligations; or
  - (c) conversion of any sum received by us (whether for credit into any Account or in payment of any Liabilities) in any currency into the currency of the Account or the currency in which payment is to be made.

### 14. EXCLUSION OF LIABILITY

#### *General*

- 14.1. To the fullest extent permitted by Applicable Laws, Bank shall not be liable for any Loss Customer may suffer in connection with the Accounts, Cards or Services howsoever arising, whether direct or indirect and whether reasonably foreseeable or not, even if Bank have been advised of the possibility of the Loss, including Loss from:
- (a) use (whether authorised or unauthorised), loss or theft of Customer Account, Card, Password or the Service;
  - (b) any delay, interception, loss, or error in any notices, information, documents or communications or instructions from Customer;
  - (c) any payment restriction due to any law, regulation and practice of any relevant country;
  - (d) any incorrect interpretation by Customer of instructions given by us;



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

- (e) our refusal to act on any instruction;
- (f) action taken by us which Bank deem necessary to meet any obligation, in any jurisdiction, or to prevent prevention of any unlawful activity;
- (g) any loss of or destruction to or error in the Bank's records;
- (h) for the refusal of any Payee Corporation or financial institution or other party to accept a Card;
- (i) for any defect, deficiency, performance or the quality of the goods or services supplied by any Payee Corporation;
- (j) any strike, default, neglect or insolvency of any Payee Corporation or financial institution;
- (k) any injury to Customer credit, character and reputation howsoever arising (whether reasonably foreseeable or not) in connection with the repossession of any Card or request for its return or the termination of any Account;
- (l) any act or failure to act by a third party beyond the Bank's control;
- (m) us limiting, cancelling or suspending the operations or the use of any Card or Service in accordance with these General Terms or the Other Terms; or
- (n) any other circumstances beyond the Bank's control,

however, Bank will be liable for Customer direct Loss to the extent such Loss is caused directly by the Bank's fraud, gross negligence or wilful misconduct.

### ***Additional Digital Services exclusions***

14.2. Without prejudice to the generality of section 14.1, Bank shall not be liable for any Loss Customer may suffer in connection with Digital Services whether direct or indirect and whether reasonably foreseeable or not, even if Bank have been advised of the possibility of the Loss, including Loss from:

- (a) any delay in acting or failure to act on any of Customer instructions due to any breakdown, error, delay or failure in the transmission for any reason whatsoever;
- (b) poor or interrupted mobile network coverage;
- (c) any inaccurate, incomplete or delayed Push Notification; or any reliance by Customer or any other party on the content of the Push Notification;
- (d) any Malware which may interfere with any of the Bank's Digital Services; or any breakdown or malfunction due to any cause whatsoever, of computer software or Equipment whether belonging to us or not, used in connection with any of the Bank's Digital Services; or
- (e) any notices, information, documents or communications, in any form, which was transmitted via the Digital Services being lost, delayed, inaccurately or incompletely transmitted, intercepted or otherwise dealt with in any other manner by a third party.



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

14.3. Customer shall be responsible for preserving and maintaining the safety and security of Customer access and use of the Digital Services, and for assessing whether the Digital Services are suitable for Customer needs. To the fullest extent permitted by Applicable Law, the Digital Services are provided to Customer on a "as is" and "as available" basis. Bank disclaim all warranties and conditions (either express, implied or statutory) relating to the merchantability, satisfactory quality, fitness for a particular purpose, accuracy of the Digital Services, and freedom from Malware.

### *Decrease or Unavailability of Funds*

14.4. Bank shall not be liable when:

- (a) the value of funds in the Account decreases because of taxes, depreciation or fluctuation in exchange rates or any other reason;
- (b) Bank shall not be able to pay Customer the funds in the Account or interest on the funds in the Account in the currency Customer require; or
- (c) the funds are unavailable for any other reason not arising out of the Bank's wilful misconduct or gross negligence.

14.5. If an event described above occurs, Bank may convert the currency of deposit into any other currency without notice and recover from Customer any Costs incurred.

### *No Warranty on Links, Agents, Third Party Services or Disputes*

14.6. Bank may provide links to Third Party Links. However, this does not mean that Bank guarantee the contents of the Third Party Links, endorse the products or services offered, or have verified any information contained in the Third Party Links. Access to and the use of such Third Party Links is subject to the terms and conditions applicable to such access and/or use. Customer shall be responsible for making Customer own assessments or obtaining advice from Customer independent advisors as necessary as to the suitability of such Third Party Links and its associated risks.

14.7. Bank may make use of agents, consultants, sub-contractors and third parties to provide the Digital Services (including any notices, information, documents and communications in connection with it); or provide banking services or operational functions. Bank shall not be responsible for any loss or damage arising in connection with the services or functions provided by the agents, consultants, sub-contractors and third parties; their acts or omissions; the loss, damaged or delayed delivery of any instrument while in transit or in their possession, unless if directly caused by the Bank's wilful misconduct or gross negligence.

14.8. Certain Cards give Customer access to services provided by third parties. Customer shall be responsible for the cost of all medical, legal or other services provided by these third parties. Customer acknowledges that third party services are provided on a best-effort basis and that these services may not always be available for reasons such as time, distance or location. Neither Bank nor the third party service provider, or the party paying for these third party services (for example, Visa International Service Association or Mastercard International Incorporated), is liable to Customer for any Loss in connection with the services provided.

### *No Advisory Duty*



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14.9. The contents made available through the Digital Services are provided for general information only and should not be used as a basis for making any specific investment, business, or commercial decision. Unless Bank expressly agree in writing, Bank do not assume any advisory, fiduciary, or other similar duties to Customer. Bank assume and will rely on the assumption that Customer have taken the necessary independent legal, tax, financial, and other advice in relation to any Account, Card, Service, or transaction.

### *Liability for Lost or Stolen Cards / Disclosure of Password*

14.10. If Customer Card is lost or stolen, or if Customer Password is disclosed without Customer authorisation, Customer will remain liable for all unauthorised transactions effected after such loss, theft or disclosure, unless Customer:

- (a) immediately notify us of the loss or theft of the Card or disclosure of the Password;
- (b) take all reasonable steps to help recover or stop the use of the Card;
- (c) provide us with any documents Bank require (e.g. police report or statutory declaration); and
- (d) have established to the Bank's satisfaction that Customer have not, by Customer acts or omissions (directly or indirectly), caused or contributed to the occurrence of the loss, theft or disclosure of the Password.

14.11. Customer will remain responsible for all transactions on Customer Account and Card which were effected before the loss or theft of Customer Card or unauthorised disclosure of Customer Password, but only presented to us for payment after Bank have received Customer notification of such loss, theft or disclosure.

14.12. Customer shall be responsible for notifying any Payee Corporations with whom there are standing payment arrangements on Customer Card or Account. If Customer do not notify the Payee Corporations, and the standing payment arrangements are not terminated, Bank may debit the amounts from any of Customer other Accounts.

## 15. INDEMNITY

15.1. Customer agree to indemnify us and all the Bank's servants, employees, nominees, directors and agents for any Loss and embarrassment suffered by us (other than such Loss and embarrassment arising from the Bank's or the Bank's employees' and agents' wilful misconduct or negligence) in connection with:

- (a) Customer use of or any instruction Customer give us for any Account, Card, Service or transaction;
- (b) us acting on or carrying out or delaying or refusing to act on any instruction Customer or an Authorised Person gives us;
- (c) searches and enquiries the Bank makes in connection with Customer;
- (d) the provision of any Service to Customer and the performance of the Bank's functions as Customer banker;
- (e) the preservation or enforcement of the Bank's rights as a result of Customer non-compliance with any of these General Terms or the Other Terms;



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

- (f) any action, court orders, judgments and proceedings of whatever nature (whether taken by us or any other party against Customer or otherwise) relating to the Account, Cards, Services or the monies in the Account;
- (g) our compliance with any existing or future law or regulation;
- (h) taxes payable by us in connection with Customer Account, Card or Services; or
- (i) any increased cost in the Bank's funding if there is a change in law or circumstances.

### 16. TERMINATION BY EITHER PARTY

- 16.1. The Bank reserves the right to any Customer Account if its balance is at zero (IDR 0.00) for maximum six (6) consecutive months.
- 16.2. Customer may end the Bank's mutual banking relationship by giving prior notice in writing in accordance with these General Terms.
- 16.3. Termination does not affect any of Customer or the Bank's pre-existing rights and obligations.
- 16.4. Bank may also suspend, block, close and terminate any one or all Accounts, Cards, and Services with 30 Business Days prior notice to Customer, or within such shorter period in compliance with Applicable Laws, if:
  - (a) Customers do not follow the Bank's instructions in connection with the Accounts, Cards and Services or if in the Bank's opinion Customer do not comply with any Applicable Law;
  - (b) in the Bank's opinion, an Account, Card or any Service is not operated in a proper or regular manner or is inactive or dormant;
  - (c) Customer ceases to satisfy the Bank's "know Customer customer" criteria or such similar procedures;
  - (d) Customer threatens to breach or Customer have breached any Term, or any other term or agreement between us;
  - (e) Customers have given us untrue, inaccurate, incomplete or misleading information;
  - (f) Customers do not pay on time any amount due to us;
  - (g) Customers pass away or become incapacitated;
  - (h) Customers become insolvent or bankrupt;
  - (i) Customers have reported any loss, theft or breach of password or PIN;
  - (j) Customers make or attempt to make cash withdrawal at a merchant;
  - (k) Bank is required to do so by any judicial body or other government institution;
  - (l) any legal action or order is taken or enforced against Customer, or Customer have been convicted of a crime, or Customer have acted inappropriately;



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

- (m) any thing happens which, in the Bank's opinion, may have a material or adverse effect on Customer financial condition, assets or compliance with these General Terms; or
- (n) Customer or Bank would otherwise breach any law or any agreement with a third party.

16.5. According to records in the Bank, the Bank reserves the right to block and/or close Customer Credit Card if no activity is recorded within at minimum twenty four (24) consecutive months. Notification of any such Credit Card blocking and/or closing due to inactivity for twenty four (24) consecutive months shall be sent out in a short message, written or electronic mails to the Credit Card Holder prior to the effective date of any such Credit Card blocking and/or closing. The Credit Card Holder shall remain required to perform its obligations as set forth in Article 8 (if any).

16.6. Upon the termination or closure of the Account or Card, or revocation of the Service, Customer must:

- (a) not use the Account, Card, or Service;
- (b) pay all fees, Costs and amounts accrued to date;
- (c) return as soon as possible to us any property belonging to us;
- (d) reimburse us for any transactions Bank makes based on Customer instructions after closure/termination of the Account or Card, or revocation of the Service; and
- (e) notify any Payee Corporations with whom there are standing payment arrangements on Customer Card or Account. If the Payee Corporations continue to be paid, Bank may debit the amounts paid to Customer other Accounts.

16.7. Customer responsibility to pay all fees, Costs and amounts survives the termination of these General Terms.

16.8. If Bank close or terminate any Account or Card, or revoke any Service, Bank may discharge any payment obligation Bank have to Customer by paying Customer in any manner Bank select.

### 17. MISCELLANEOUS

#### *Waiver and Impairment*

17.1. Our rights under these General Terms or the Other Terms are not waived or affected by any delay in exercising those rights. Any partial exercise of the Bank's rights does not prevent us from exercising further rights or remedies.

17.2. These General Terms may be enforced in any country even if it is invalid or unenforceable in another country.

#### *Cumulative rights*

17.3. Our rights under these General Terms are without prejudice to any other rights and remedies against Customer or anyone else or under any other agreement or arrangement between the Bank.

#### *Assignment*



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

17.4. These General Terms are binding on Customer and us and on the Bank's successors or assignees. These General Terms are binding even if:

- (a) Bank change the Bank's name or constitution; or
- (b) Bank consolidate or amalgamate with another entity.

17.5. Customer cannot assign Customer rights and obligations under these General Terms.

### *Applicable Law and Dispute Resolution*

17.6. These General Terms are governed by and will be interpreted according to the laws of Indonesia.

17.7. Any dispute arising out of or in connection with these General Terms or the Other Terms, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by the non-exclusive jurisdiction of the District Court of Central Jakarta without prejudice to the Bank's right to refer such claim and/or to file a lawsuit before other courts in Indonesia as Bank deem suitable.

### *Limitation of Claim Period*

17.8. Customer agree not to bring any action against us in connection with any Account, Card, or Service if more than one year has passed after the cause of action has arisen.

### *Actions Against Financial Crime*

17.9. Bank shall be entitled to take all actions Bank consider appropriate:

- (a) if Customer initiate, engage in or effect any transaction (directly or indirectly) in connection with fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion ("**Financial Crime**"); or
- (b) if Customer shall be or become, or are or become associated with, or any asset is or becomes associated with, an individual and/or entity named in any list (including the Specially Designated Nationals and Blocked Persons List administered by the United States Office of Foreign Assets Control) under any sanctions, freezing, antiterrorism or other related or similar programs enforced and administered by the relevant regulatory authorities or bodies, whether in Singapore or elsewhere ("**Sanctions Compliance**").

Arising from any concerns that Bank have relating to Financial Crime or Sanctions Compliance, Bank may, at the Bank's absolute discretion and without any notice to Customer: -

- (a) close all accounts and terminate all services Customer have with us;
- (b) delay, block or refuse the making or clearing of any payment, the processing of instructions or the application for services or the provision of all or part of the services;
- (c) terminate and/or recall any or all advances or loans, credit or other financial or banking facilities (committed or uncommitted), accommodation, financial assistance or services and demand repayment of all sums outstanding; and/or
- (d) make reports and take such other actions as Bank may deem appropriate.



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### *Bahasa Indonesia Version to Prevail*

17.10. Customer understand that the content, functions and features of the Digital Services and any communications will primarily be in Bahasa Indonesia. Bank may, from time to time, provide Customer with a translation of all or any part of such content, function, feature, or communication into the English language solely for Customer reference only. In the event of any conflict or inconsistency between the English and Bahasa Indonesia language versions, the Bahasa Indonesia language version will prevail and the English version shall be deemed amended to conform with the Bahasa Indonesia version.

### *Severability*

17.11. If any provision of these General Terms is found to be void, illegal, invalid or unenforceable, the other provisions of these General Terms will not be affected.

### *Compliance with regulations of Indonesian Financial Service Authority*

17.12. This Agreement has been adjusted and is in compliance with Applicable Laws, including the regulations of the Indonesian Financial Services Authority (*Otoritas Jasa Keuangan*). Customer acknowledges that Customer have read and understood these terms and conditions, including Customer rights and obligations hereunder, and that Customer have obtained advice from Customer independent advisors as to the suitability of the Digital Services for Customer needs, together with its associated risks and benefits.

### *Complaint and Dispute*

17.13. Complaint about products/services:

- (a) Customer hereby acknowledges that Bank have procedures on complaint settlement and services in relation to the implementation of the Accounts, Cards, Services, and any other relevant banking products and services governed by these General Terms, whereby any complaint can be submitted to us through live chat in the App and/or other media determined by the Bank.
- (b) In the event Customer files a complaint or objection in writing, any such complaint or objection shall be completed with copies of identity card and any other supporting documents.
- (c) In the event Customer files a complaint or objection verbally and do not complete the same with written documents together with any of its supporting documents, the Bank will give the Customer the opportunity to complete any such documents for ten (10) Business Days. However, if any such verbal complaint or objection is not completed after such period, the Bank will not respond to any such complaint or objection.
- (d) Written complaint shall have been resolved after no later than ten (10) Business Days after its receipt and may be extended for another ten (10) Business Days with a notice in writing to the Customer or its authorised official.

17.14. Dispute on interpretation and performance of rights and obligations:

In the event of any dispute between Customer and the Bank on the interpretation and performance of its respective rights and obligations under these General Terms, or those concerning any other matters yet to be covered sufficiently in these General Terms, Customer and the Bank may deliberate to reach consensus to resolve any such dispute.



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

- 17.15. If no consensus to resolve any such dispute as referred to in item 17.14 above is reached, the Customer may seek for dispute resolution before the external alternative dispute resolution agency, i.e. *Lembaga Alternatif Penyelesaian Sengketa* (LAPS SJK) as listed in *Daftar Lembaga Alternatif Penyelesaian Sengketa* as administered by *Otoritas Jasa Keuangan*.
- 17.16. in the event the dispute fails to be resolved in a LAPS SJK, the disputing parties agree to resolve any such dispute according to the prevailing legal procedure and elect the legal domicile as specified in item 17.7 of these General Terms.

### SECTION B

#### 18. GENERAL TERMS FOR PRIVILEGE SCHEMES

- 18.1. Bank may, from time to time, carry various schemes, campaigns, programmes, or promotions ("**Privilege Schemes**") on Customer Account, Card, or use of the Services; including on Customer use or purchase of products, goods or services from merchant establishments participating in these Privilege Schemes.
- 18.2. These sections apply to Customer participation in the Privilege Schemes.
- 18.3. To be eligible to participate in a Privilege Scheme, Customer Account and/or Card must be valid, in good standing and satisfactorily conducted, as determined by the Bank.
- 18.4. Each Privilege Scheme is not valid with other offers, discounts, promotions, vouchers, coupons, privileges or other purchases of goods and services, unless otherwise stated.
- 18.5. Card Transactions which are cancelled or voided are not eligible for the Privilege Schemes.
- 18.6. Bank have the discretion to make decisions on all matters relating to the Privilege Schemes, including:
- (a) determining the Privilege Schemes, and the rewards, gifts, privileges, or benefits which may be granted thereunder ("**Rewards**");
  - (b) determining Customer eligibility for the Privilege Scheme;
  - (c) determining the duration of the Privilege Scheme, and when the Rewards should be given; and
  - (d) terminating, modifying, or changing the Privilege Schemes and the Rewards.
- 18.7. Unless otherwise stated, the Rewards are not transferable to any third party, are non-negotiable and not exchangeable for cash or other items.
- 18.8. If Customer shall be determined to be ineligible to participate in the Privilege Schemes, Bank shall be entitled to reclaim or forfeit any Reward given to Customer, including claiming the full retail value of the Reward from Customer.
- 18.9. Bank shall not be an agent of the merchant establishment participating in Privilege Schemes or the supplier of the Reward. Any dispute about the quality or service standard must be resolved directly with such merchant establishment and/or supplier. The merchant establishment and/or supplier may impose conditions for the usage and/or the granting of the Reward.



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

18.10. Bank shall not be liable or responsible for:

- (a) any defect, quality, merchantability, the fitness or any other aspect of the Reward;
- (b) the acts, omissions, products or services of the merchant establishment participating in Privilege Schemes or the supplier of the Reward; or
- (c) Losses arising in connection with the Privilege Schemes or redemption or usage of the Reward.

18.11. The Customer shall ensure that TMRW Everyday Account used to qualify for the Bank's program is in the condition to receive the reward or cashback or the promotion and not a closed account. If at the time the reward or cashback or the promotion the Account is closed or not in the condition to receive funds, the Bank shall not be responsible for its ability to deliver the reward or cashback or the promotion.

### SECTION C.

#### 19. GENERAL TERMS FOR ACCOUNTS

19.1. These sections apply to Customer use of the Account.

19.2. Different Accounts may have different requirements. Bank may change these requirements from time to time, with 30 (thirty) Business Days prior notice.

19.3. Bank may, by 30 (thirty) Business Days prior notice to Customer in writing, convert one type of Account into another type or close any Account.

19.4. Customer shall be entitled to terminate the Account if Customer object to any such changes implemented further to section 19.2 or 19.3 above. Any amount, including any fees and charges payable by Customer under the Account, shall then become immediately due.

19.5. Categories of Account Statuses:

(a) Active Account

An account with incoming deposit, withdrawal or balance checking activities. You shall be required to make a balance checking as seldom as 1 time within 360 days to ensure its active account status.

Automatic transaction generated by the Bank system such as interest payment, administrative fee, standing instruction, and auto-debiting, is not categorised as a transaction activity.

Customer Account:

- a. is for specific purposes such as an account for investment product, account for payments of credit collateral, account to support government programs;
- b. has time features; or
- c. is in dispute such as estate account prior to its distribution or any account blocked by law enforcement, or at any time classified as active account.



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

(b) Inactive Account

An account without incoming deposit, withdrawal or balance checking activities for longer than 360 days. The Bank will deactivate the withdrawal feature for the Inactive Account.

The Bank may reactivate the Inactive Account after the Customer makes a request via the available channels and in pursuance to the applicable procedure from time to time.

(c) Dormant Account

An account without incoming deposit, withdrawal or balance checking activities for longer than 1800 days. The Bank will deactivate the withdrawal feature for the Dormant Account.

The Bank may reactivate the Dormant Account after the Customer makes a request via the available channels and in pursuance to the applicable procedure from time to time.

The Bank will perform a due diligence in accordance with the laws and regulations and reserve the right to approve or deny the request for the reactivation of a dormant account.

The Bank will use its reasonable and adequate endeavours to inform the status of Dormant Account to the Customer and request the Customer to activate the aforesaid Dormant Account.

The Bank will impose a monthly administrative fee on Inactive and Dormant Accounts in the amount pursuant to the policy at any time established by the Bank and notified to the Customer.

### *Time/Fixed Deposit Accounts*

19.6. Time/Fixed Deposit Accounts may be automatically renewed (*automatic roll over* (ARO)) with the interest rate applicable at the time of renewal.

19.7. Withdrawal of a Time/Fixed Deposit Account falling on a public holiday will be made on the immediately following Business Day.

### *Deposit Terms*

19.8. A deposit includes any deposit made in cash, by cheque, telegraphic transfer or by any instrument which is placed with us by any means or through the use of any Service.

19.9. All deposits are subject to verification and must be placed in the mode or manner as Bank may require from time to time.

19.10. The Bank may give immediate credit for cash, cheques, drafts and instruments deposited, provided always that: (a) the amount will not be available for withdrawal until it has been unconditionally received by us; and (b) cash deposited may not be drawn on until it is available.

19.11. The Bank can refuse to accept a deposit at the Bank's absolute discretion and by providing a reason to Customer unless otherwise permitted by Applicable Law.



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

- 19.12. If Bank agrees to accept a deposit, Customer must reimburse us with the required amount and Bank may debit the Account:
- (a) if the actual amount received by us is less than the amount recorded as credited to the Account;
  - (b) if the draft or other instrument to effect the deposit is dishonoured, counterfeit, altered and/or forged;
  - (c) if the correspondent paying bank, financial institution or any agent or sub-agent claims a refund or repayment of such amount for whatever reason (whether or not disputed); or
  - (d) if required by any Applicable Law.
- 19.13. If the amount recorded as deposited is different from the actual amount received, Bank may revise any document relating to the deposit including any deposit slip and Customer statements of account.
- 19.14. Deposit slips are not valid unless the machine is validated by the Bank. Any receipt issued (including a machine-validated deposit slip) cannot be used as evidence of title or receipt of the amounts stated thereon.
- 19.15. Clearance times for different types of Accounts, cash or other instruments may vary. Deposits made after the specified cut-off times may not be processed until the following Business Day.
- 19.16. The Bank receives instruments solely as agents for collection therefore, Bank will not be responsible for any non-payment or Losses incurred in connection with the instrument.
- 19.17. If Customer requests for a dishonoured cheque to be returned, Customer agree that Bank may (even though Bank shall not be obliged to do so) return it by any means Bank select at Customer risk and expense.
- 19.18. Customer must not deposit cash or bearer cheques into cheque collection boxes or machines. If a deposit is made this way, it is made at Customer own risk and Bank will not be responsible for any Losses incurred as a result.
- 19.19. As long as any amount is outstanding and payable to us, no monies in any Account may be transferred, assigned, pledged, charged or otherwise encumbered or given as security to anyone without the Bank's prior written consent.

### ***Withdrawal Terms***

- 19.20. Bank may change or terminate any mode or manner of withdrawal for any Account and notify Customer of such change or termination, which shall be effective from the date specified in that notice to Customer.
- 19.21. Bank may refuse to act on any withdrawal instruction:
- (a) unless such withdrawal Instruction is satisfactory to us; or
  - (b) if there are insufficient funds in the Account or which would cause the Account to be overdrawn.
- 19.22. Any monies in the Account may be withdrawn at the branch where the Account is maintained, or if Bank agree, at the Bank's other branches in the same jurisdiction as Bank may permit.



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

- 19.23. The clearance times for different types of Accounts, or the mode or manner in which withdrawals may be made, may vary. If withdrawals are made after the cut-off times Bank specify, they may not be processed until the following Business Day.
- 19.24. All withdrawals must be in Local Currency regardless of whether the Account is denominated in Local Currency or not. If Bank agree to permit a withdrawal in a Foreign Currency, that withdrawal will be subject to:
- (a) the availability of the Foreign Currency;
  - (b) the payment of applicable fees;
  - (c) the giving of any prior notice; and
  - (d) any other condition Bank may impose,
- and paid by means of cable payments, telegraphic or electronic transfer, or by issuing drafts of a bank selected by us, or in any other mode or manner Bank may decide.
- 19.25. Customer must ensure that the Account Customer choose to debit a transaction involving foreign exchange has sufficient funds. If the funds are insufficient, Bank may close out the foreign exchange position and cancel the transaction. Customer must then bear the fees and any Losses (including foreign exchange losses and replacement costs) incurred in connection with the transaction and the cancellation.
- 19.26. Customer may apply to set up direct debit or regular or periodic payments if permitted for the Account. Bank may, by informing Customer in writing, cancel or stop the direct debit or regular or periodic payment arrangement if the arrangement no longer complies with the terms of the payment authority signed by Customer or if required by law.

### *Telegraphic Transfer*

- 19.27. Customer may apply for a telegraphic transfer to be made only if:
- (a) Bank agree to Customer application;
  - (b) the minimum amount or maximum amount for telegraphic transfer is met; and
  - (c) Customer pay all fees required for the telegraphic transfer including fees for conversion of the currency into the currency of the destination country.
- 19.28. Bank will not refund any fees paid if Bank shall be unable to effect a telegraphic transfer unless the failure was solely and directly caused by the Bank.

### *Linking of Accounts*

- 19.29. If Customer have more than one Account with us, Bank may link the Accounts (such Accounts being "**Linked Accounts**").
- 19.30. Bank may, from time to time in the Bank's sole discretion, determine the types of Accounts that are eligible for linking and set conditions for linking Accounts.



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

- 19.31. Bank may issue a consolidated statement reflecting transactions for all Linked Accounts on monthly or periodic basis, and not send any other statement for the Accounts individually.
- 19.32. Customer may access Customer Linked Account through the Services. However, Customer access to a Linked Account using the Services may be restricted in the manner Bank decide.
- 19.33. Bank may, at any time, de-link any Linked Account if Bank decide that such Account is no longer suitable to be linked.

### *Interest*

- 19.34. Interest may be payable on the credit balance of certain Accounts at a rate determined by the Bank.
- 19.35. Bank will not pay interest on an Account if any minimum balance requirement is not met.
- 19.36. Please see UOB TMRW Fees and Charges for details of the applicable interest rates.
- 19.37. In case the total amount of customer's savings exceeds IDR2,000,000,000 or another threshold determined by the Indonesia Deposit Insurance Corporation (LPS), including situations where the customer receives a Bank interest rate higher than the interest rate set by LPS or any successor institution in the future, then the excess amount of the customer's savings will not meet the requirements and will not be included in the deposit guarantee program by LPS.
- 19.38. For more information, please visit <https://apps.lps.go.id/BankPesertaLPSRate>.

### *Third Party Services*

- 19.39. The Customer agrees that the Bank may engage a third party to perform the instruction/provide a service to the Customer and/or exercise any of the Bank's rights.
- 19.40. Unless otherwise specified in the agreement between the Bank and any such relevant party, any action taken or omitted by any parties relevant to a payment system, clearing system, any financial institution in partnership with the Bank (at non-outsourcing basis) to perform the Customer instruction shall solely be the responsibility of any such third party.

### *Risk Declaration*

- 19.41. The Bank hereby discloses risks that may arise out of the Customer savings account as follows:
- (a) The Customer's Savings not being insured by *Lembaga Penjamin Simpanan* (LPS) or any other institutions of its subsequent successors is a result of the Bank's interest rate which exceeds the interest rate established by *Lembaga Penjamin Simpanan* (LPS) or any other institutions of its subsequent successors.
  - (b) Balance of the Customer's Savings may potentially reduce due to an interest rate thereon which the Customer may receive being lower than the administrative fee imposed on the Customer's savings account.
  - (c) Balance of the Customer's Savings may potentially be compensated by the Bank in relation to the Bank's obligation to the Customer.
  - (d) The Bank may close the Account or the Bank may deny the Customer's transactions if the use of the Account is not consistent with the purpose of opening the Account.



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

### *Miscellaneous*

- 19.42. The Customer acknowledges that the Bank is subject to laws and regulations on Anti Money Laundering prevailing in Indonesia or overseas, and any other laws and regulations in Indonesia, and the Bank's internal policy. The Customer agrees to disclose any information requested by the Bank for the purpose of complying with the aforesaid laws and regulations.
- 19.43. The Customer agrees that the authorisation made by the Customer to the Bank under these General Terms shall not be revocable or expire without the Bank's approval to the extent the Customer has an outstanding obligation to the Bank and therefore waive Articles 1813, 1814 and 1816 of Indonesia's Civil Code.

### SECTION D.

#### **20. GENERAL TERMS FOR CARDS**

- 20.1. These sections apply to Customer use of the Card.
- 20.2. At Customer request, Bank may allow a Card to be used with one or more Accounts.
- 20.3. After Bank have accepted Customer Card application, Bank will notify Customer regarding such approval. The Card and its Password will be delivered to Customer in any manner Bank determine at Customer risk. Customer must sign the Card immediately after receiving the Card. Bank shall not be responsible for the Card or the Password after Bank send it to Customer.
- 20.4. Customer must activate the Card before Customer can use it. Customer must follow the instructions provided in the mailer, through the Digital Service, or such other methods as Bank may prescribe, to activate the Card.
- 20.5. Customer may only use the Card during the validity period printed on the Card, which remains the Bank's property and is not transferable to any other person.

### *Transaction Limits*

- 20.6. Bank may set and vary transaction limits which may be made using a Card and the total maximum amount Customer shall be entitled to have outstanding on each Account (the "**Card Limits**"). Bank will notify Customer of any changes to the Card Limits 30 (thirty) Business Days before the change becomes effective, or within shorter period in compliance with the Applicable Laws.
- 20.7. Customer may only use the Card for transactions that do not exceed the Card Limits or which would not result in the Account being overdrawn or its category limits being exceeded.
- 20.8. If a Card Limit is exceeded, Bank may refuse to authorise any further Card Transactions.
- 20.9. Notwithstanding any Card Limit in respect of any Card, Bank may approve any proposed Card Transaction that would result in the Card Limit of such Card being exceeded, even in the absence of any request from Customer.
- 20.10. If Bank allow any amount in the Account to be overdrawn or any Card Limit to be exceeded, Customer shall immediately pay on demand with interest such amount overdrawn or such amount in excess of the relevant Card Limit.



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

20.11. Customer must pay a fee if the total outstanding Account balance exceeds the Card Limit at any time.

20.12. In calculating whether any of the Card Limits has been exceeded, Bank may take into account:

- (a) the amount of any Card Transactions made across all Cards (including any transactions not yet debited to the Account or reflected in the statement of Customer Account);
- (b) interests, fees, accrued finance and other charges; and
- (c) any authorisation given by us to a Payee Corporation or any other party in connection with a prospective Card Transaction.

### *Reversal*

20.13. Bank will only credit the Account with refunds made by any merchant or establishment in relation to any Card Transaction after Bank receive a properly issued credit voucher.

### *Transactions in Foreign Currency*

20.14. Card Transactions effected in a Foreign Currency, will be:

- (a) converted into the Local Currency based on the prevailing exchange rate determined by us in accordance with the Bank's usual practice, or the relevant card associations; and
- (b) subject to an administrative fee on the transaction amount or such other amount as determined by us and the card association, before being debited to the Account.

### *Hold on Account for Debit Card*

20.15. For Card Transactions in respect of a Debit Card:

- (a) Bank may debit or place a hold on the Account for the amount of a Card Transaction either on the day it is presented to us for payment, or on the day Bank receive notice of the Card Transaction, or if a merchant or establishment requests for an authorisation of a Card Transaction;
- (b) any amount placed on hold is not conclusive of the amount of the Card Transaction which will be eventually be debited to the Account;
- (c) which are denominated in a Foreign Currency, Bank have the discretion to choose whether to hold an amount in that Foreign Currency or Local Currency, and Bank may increase the amount on hold to ensure that a Card Transaction can be paid in full;
- (d) Bank shall have absolute discretion to place such amounts on hold for such periods as Bank deem fit;
- (e) if the Card Transaction is posted to the Account or presented to us for payment before the hold expires, Bank shall debit the Account for the amount of the Card Transaction; and
- (f) Customer may not stop payment on a Card Transaction nor use any amount placed on hold.

### *Use of Card and Contactless Readers*



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

- 20.16. The Card may be used to carry out Card Transactions at point-of-sale terminals and at such other machines, readers, or systems as Bank may from time to time approve. The first Card Transaction on such Cards shall be subject to such activation and authentication procedures as Bank may prescribe from time to time.
- 20.17. Certain Cards may be used to effect Card Transactions either by tapping or waving the Card against any terminal, reader or system (such as Mastercard contactless/Visa payWave readers) which is capable of reading the Card and is approved by us at the Bank's discretion ("**Contactless Transactions**"). Signature, Password or other authentication on Customer part is required for each Contactless Transaction that exceed the Prescribed Amount.
- 20.18. Any usage of Card for Contactless Transactions shall be subject to this General Terms and Other Terms as relevant.
- 20.19. Customer acknowledges that Contactless Transactions entails risk of unauthorised transactions. Customer will be solely liable for all Contactless Transactions made using Customer Cards notwithstanding that Customer Password or Equipment may have been used by any other person without Customer knowledge, authority or consent.

### *Suspension / Cancellation / Termination*

20.20. Bank may at any time:

- (a) refuse to authorise any Card Transaction;
- (b) suspend or terminate the use of any Card;
- (c) suspend or end the Account; or
- (d) refuse to re-issue, renew or replace any Card,

with 30 (thirty) days prior notice, to the extent possible, or where the suspension, termination or refusal are made in the course of compliance with the Applicable Laws or by the order of judicial body or other government authority, promptly after such suspension, termination or refusal is effective.

20.21. Customer may terminate the Card and, where applicable, the Account only if:

- (a) Bank receives Customer notice to do so;
- (b) Customer returns the Card to us cut in half; and
- (c) Customer has paid all Liabilities in connection with the Card and Account.



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

### SECTION E.

#### 21. GENERAL TERMS FOR SERVICES

21.1. Bank may, from time to time, make available features, functions and services to Customer, via online or digital means or otherwise, which may include any of the following:

- (a) ATM services;
- (b) ATM Card services;
- (c) Customer Service Centre;
- (d) Biometric Access Services; or
- (e) Digital Services.

21.2. The Services, and certain facilities under the Services, may be available only for certain types of Accounts, or Cards and not others. Customer agrees that there are certain transactions, facilities, and services that cannot be accessed or conducted through the Services.

#### *Customer Service Centre*

21.3. These sections apply to Customer use of the Customer Service Centre.

21.4. The Customer Service Centre is the service through which Customer may perform certain banking transactions, conduct live chats and video communications with us, and obtain information and services from us, via the telephone or other Equipment.

21.5. Exchange rates or interest rates quoted under the Customer Service Centre are indicative only and not binding on the Bank. To be binding, the rates quoted must be confirmed by us and must relate to a specific transaction effected under the Customer Service Centre. The rate Bank confirm will bind Customer for the specific transaction notwithstanding that a different rate may have been quoted by other departments.

#### *Biometric Access Services*

21.6. These sections apply to Customers' use of the Biometric Access Services.

21.7. To use Biometric Access Services, Customer will need to:

- (a) be a customer of UOB and be a valid user of the Digital Services;
- (b) have installed the App on Customer Equipment;
- (c) register for Biometric Access Services by completing the registration process by logging in to the Digital Services with Customer Digital Services Password; and
- (d) have at least one Unique Biometric Identifier registered in Customer Equipment.

21.8. Customer understands that upon the successful registration of Customer Equipment with Biometric Access Services, any Unique Biometric Identifier that is stored on Customer Equipment can be used to access the



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

Digital Services including access to Customer Accounts. Each time any Digital Service detects the use of such Unique Biometric Identifier to access the Digital Services or authorise transactions, Customer shall be deemed to have accessed the Digital Services or instructed us to perform such transactions as the case may be.

- 21.9. Customer may still choose to access the Digital Services using Customer Digital Services Password.
- 21.10. Customer acknowledges that the authentication is performed by the Digital Services by interfacing with the Unique Biometric Identifier authentication module on the Equipment and that Customer agree to the authentication process.
- 21.11. Customer acknowledges and agrees that, for the purposes of the Biometric Access Services, the Digital Services will be accessing the Unique Biometric Identifier registered in Customer Equipment, and Customer hereby consent to us accessing and using such information for the provision of the Biometric Access Services.
- 21.12. Customer agrees that Customer shall not and cannot hold us liable for any losses, damages or liabilities Customer may suffer or incur in connection with Customer use of the Biometric Access Services howsoever arising (whether reasonably foreseeable or not), even if Bank have been advised of the possibility of such losses, damages or liabilities, including any loss from:
- (a) the provision by us of and/or Customer use of the Biometric Access Services or the Digital Services;
  - (b) any unauthorized access and/or use of Customer Equipment;
  - (c) the use in any manner and/or for any purpose by any person at any time of any information or data:
    - i. relating to Customer;
    - ii. transmitted through Customer use of the Biometric Access Services or the Digital Services; and/or
    - iii. obtained through Customer use of the Biometric Access Services or the Digital Services;
  - (d) access to the Digital Services by way of the Biometric Access Services by anyone other than Customerself;
  - (e) any event the occurrence of which Bank shall not be able to control or avoid by the use of reasonable diligence; and/or
  - (f) the suspension, termination or discontinuance of the Biometric Access Services or the Digital Services.
- 21.13. To the extent that any of the limitations set out above are not permitted by law, the Bank's liability to Customer arising from or in respect of Customer use of the Biometric Access Services or the Digital Services, whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, damages or liabilities caused or arising from or in relation to the Bank's provision of UOB Biometric Access Services or the Digital Services shall not exceed the fees and charges received by UOB from Customer in respect of the Customer use of UOB Biometric Access Services and the Digital Services.

### *Digital Services*

21.14. These sections apply to Customers' use of the Digital Services.

#### 21.15. Use of Digital Services

- (a) Bank may provide Customer with instructions to assist and enable Customer to use and access the Digital Services.



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

- (b) Bank may, from time to time, stipulate the minimum specifications of the Equipment necessary for Customer to use and access the Digital Services but are not obliged to support all versions of the Equipment. Bank accept no responsibility for Customer inability to access the Digital Services by reason of any deficiency in Customer Equipment.
- (c) Customer understands and agrees that:
  - (i) Customer may be signed out of the Digital Services after periods of inactivity or after a period of being signed-in;
  - (ii) Bank may, stop or make changes to the Digital Services, its contents and the facilities and services provided with 30 (thirty) Business Days prior notice or such shorter period as permitted by the Applicable Laws. Customer shall be entitled to terminate the Digital Services if Customer object to such changes. In such cases of termination, Customer must cease all use of the Access Procedure, and pay in full all amounts outstanding due to use of such Digital Services;
  - (iii) the nature of the internet and telecommunications services is such that communications or information shown to Customer online or electronically may be subject to interception, hacking, or may be defective, inaccurate, incomplete, not up to date, or the transmission may be failed or delayed;
  - (iv) Bank may send Customer replacement Access Procedures if necessary;
  - (v) Customer shall be responsible for ensuring Customer Equipment is free from Malware and that Customer Equipment does not lead to any disruption or interference with the Digital Services; and
  - (vi) all costs of internet and electronic communications as well as any other expenses arising from the use of the Digital Services will be borne by Customer.
- (d) Customer shall not, either alone or in conjunction with any other person:
  - (i) store, process, alter, copy, distribute or otherwise deal in any way with any information, notification, data or document, in any form, obtained via the Digital Services, except for Customer use and for proper purposes;
  - (ii) omit, delete, forge or misrepresent transmission and contact information, including headers, return mailing and internet protocol addresses; and
  - (iii) transmit any materials or information through the Digital Services which are offensive, indecent, defamatory or which may not be lawfully disseminated under Applicable Laws or those which contain Malware.

### 21.16. QR Transactions



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

- (a) Bank may make available to Customer the means to send or receive funds and make or receive payments, by creating or scanning QR Codes ("**QR Transactions**") in accordance with industry means and standards.
- (b) Customer may be required to set a daily limit ("**Daily QR Transaction Limit**") before Customer may start performing QR Transactions. Performing QR Transactions after the Daily QR Transaction Limit has been met or exceeded may require Customer to enter the necessary Password.
- (c) Customer acknowledges and agree that Customer shall be responsible for ensuring the completeness and accuracy of all QR Transaction data, including where applicable the identity of the sender or recipient of funds, destination bank and account, the amount of funds in local or foreign currency, mobile phone numbers, and email addresses. Customer shall be liable for all QR Transactions posted to Customer Account regardless of any error.
- (d) Where Customer create a QR Code to be scanned, Customer acknowledges and agree that the merchant, payee, or fund recipient shall specify the amount of funds and they shall have access to Customer account information for the purposes of making the payment or fund transfer. The relevant funds, together with any applicable fees and/or charges, shall be debited from Customer applicable Account.
- (e) Customer acknowledges and agree that in order to perform QR Transactions, Customer may have to allow the App to access the camera function and/or image library on Customer Equipment.
- (f) Bank do not guarantee that QR Transactions will be accepted by or available to any third party.
- (g) Customer must resolve any complaint against a merchant, payee, or fund recipient directly, and no such claim may be set off or claimed against the Bank.

### 21.17. Electronic Banking Services

- (a) Debit card provided by the Bank to the Customer is owned by the Bank and must be returned by the Customer to the Bank upon request.
- (b) The Customer receiving Debit Card is under obligation to sign the back panel of the Debit Card. By receiving, signing and/or using the Debit Card, the Customer is deemed to have approved the terms applicable for Debit Card holders.
- (c) The Debit Card is not transferable to any party and only the Customer to whom is the Debit Card is given by the Bank is allowed to use the Debit Card to perform Transactions at the ATM and sign the sales draft/sales slip for Transactions at merchants.
- (d) For the use of Debit Card, the Customer will be charged with administration fee which will be debited directly from the Customer's Account, the amount of which is determined by the Bank according to the Bank's policy, subject to change at any time with prior written notice to the Customer.
- (e) The Bank at its discretion upon written notice to the Customer has the right at any time to add, reduce or change the maximum limit of usage, method of usage, operational hours of ATM or other matters related to the use of Debit Card.
- (f) The use of Personal Identification Number (PIN) for electronic banking Transactions as well as the signing of sales draft/ sales slip for Transactions performed using EDC machine in merchants has the same legal



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

basis as any written instruction signed by the Customer. In the event that the Customer requires copy of Transaction slips (sales draft/sales slip) through the Bank, the Customer shall be charged with photocopy fee for the sales draft/sales slip, in which the amount shall be determined by the Bank.

- (g) The Customer is responsible for maintaining confidentiality of the PIN and security of the Debit Card.
- (h) Unauthorised use of PIN or Debit Card which causes transaction to occur shall become the Customer's responsibility. The Bank is released from any responsibility, losses, indemnity, claims, objections, or any claims arising therefrom, unless the Customer can prove that the errors came from the Bank.
- (i) Cancellation of the Transactions taking place at the merchant's EDC may only be done by joint agreement between the Customer and the merchant. Upon this cancellation, the merchant will issue a credit proof in the form of credit slip in the sum of the cancelled Transaction, which shall be credited by the processing bank to the Customer Account through the Bank.
- (j) In the event of stolen or lost Debit Card, the Customer must submit a written report to the Bank supported by with police report or contact the 24-hour Call Centre Service at the earliest possible time and subsequently submit a request for Debit Card replacement. In follow-up to the Customer's report, the Bank must temporary freeze the Debit Card at the Customer's request for a period requested by the Customer, provisions of laws and regulations or applicable policies of the Bank. With regard to the issuance of a new Debit Card, the Customer shall be charged with administration fee which shall be determined by the Bank from time to time and informed by the Bank to the Customer in writing.
- (k) In the event that the Customer forgets the PIN, which necessitates the request for a new PIN to the Bank, the Customer will be charged with PIN re-issuance fee the amount of which shall be determined by the Bank from time to time and informed to Customer in writing.
- (l) The Customer is fully responsible for all Transactions occurring prior to the receipt of lost/stolen Card report by the Bank.
- (m) All Transactions, either through ATM or EDC at the merchant, will be charged in Rupiah and debited directly from the Customer's Account. Transactions performed in any currency other than Rupiah will be first converted into Rupiah at the exchange rate determined by the Bank and prevailing at the time of Transaction record.
- (n) The Bank is not responsible for any failure/malfunction of ATM/communication facilities/computer due to matters beyond the control of the Bank or due to Force Majeure which led to failure of Transactions using Debit Card.
- (o) Due to system limitations, information on account, interest rate and currency exchange rate do not always reflect the latest information. In case of discrepancies, the written statement validated by Bank official shall prevail.
- (p) Any of Customers' complaints/claims on all Transactions, either through ATM or EDC at the merchant, shall be attended to by the Bank for as long as 30 (thirty) days from the date of Transaction. Anything longer than this period, the Customer is deemed to have approved of all Transactions.
- (q) The Bank has the right to terminate the use of the Debit Card unilaterally by providing prior written notice to the Customer in the event that the Customer is negligent or does not abide by these Terms and Conditions on Debit Card use or when the Customer files a request for and declares bankruptcy or involved in a case leading to confiscation of all and/or part of its assets.
- (r) The Bank and the Customer must settle all outstanding obligations upon closure of electronic banking services by the Customer or unilateral termination by the Bank.



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- (s) The expiry date of the Debit Card is the last date of the month and year printed on the Debit Card, unless terminated earlier by the Bank (with prior written notice to the Customer) or at the Customer's request.
- (t) Any Debit Card cancelled/returned by the Customer to the Bank prior to expiry of its validity period must be cut/destroyed to prevent any misuse of the Debit Card.
- (u) At its own discretion and in the context of implementing prudential principles, the Bank is authorised by the Customer to at any time terminate the Debit Card and/or other electronic banking services without prior notice to the Customer if according to the Bank's judgment, there is indication of certain criminal acts and/or fraud and/or in the event of transition or modification in the Bank's system related to electronic banking service provided to the Customer.



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

### DEFINITIONS

In this Agreement:

**Access Procedures** means (a) the usernames and Passwords, any information or procedure guides issued by the Bank or any other person specified by the Bank from time to time; and (b) any identification through Biometric Access Services which enables Customer to use and access the Digital Services.

**Account** means any account Customer now or hereafter have with us, any other account offered by us from time to time and any account used for the purposes of the Services and from which funds may be applied for the utilisation of Services, whether the account is opened singly or jointly.

**App** means the UOB TMRW application.

**Applicable Laws** means all laws, rules, regulations and requirements, and any supporting laws, rules, regulations and requirements (including notices, directives, orders, court orders and rulings, judicial interpretation codes, customs or practices, guidelines or circulars) issued by any governmental authority, body, agency or exchange or clearing house, central depository or regulator of any jurisdiction in accordance with which a person is required or accustomed to act.

**ATM** means an automated teller machine or card operated machine which accepts the Card including but not limited to machines belonging to us or to Mastercard®/Visa Global ATM network or the Cirrus/PLUS System ATM network.

**ATM Card** means the card issued by us, with which Customer may access an Account by an ATM.

**Biometric Access Services** means the services provided by us, where Customer may use Customer Unique Biometric Identifier stored on Customer Equipment as a Password to access the Digital Services on Customer Equipment.

**Business Day** means any day other than a Saturday, Sunday, public holiday, or bank holiday in Indonesia. Business Day for Foreign Currency deposits means a day on which Bank and any relevant business centre required for the relevant Foreign Currency transaction are open for business.

**Card** means each and any Debit Card, ATM Card or Credit Card.

**Card Limits** has the meaning given to it in section 20.6.

**Card Transaction** means each and any transaction effected by: (a) the use of an ATM Card; (b) the use of a Debit Card through an ATM; and (c) any payment made or any amount charged for any products, goods, services or other benefits through or from the use of any Card (including a Credit Card) or Card number, or Password, or in any other manner regardless of whether a sales draft or other voucher or form is signed by Customer and whether authorization has been sought from the Bank.

**Co-brand Card** has the meaning given to it in section 7.5

**Co-brand Partner** has the meaning given to it in section 7.5

**Contactless Transactions** has the meaning given to it in section 20.17.



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**Costs** means any costs, fees, charges, commissions or expenses and includes legal costs on a full indemnity basis.

**Credit Card** means any credit card issued by us, including any personal credit card, and any replacement or renewal of any of these or other credit cards that Bank may issue from time to time.

**Customer Service Centre** means the customer centre through which Bank provide various services, functions, and features from time to time.

**Daily QR Transaction Limit** has the meaning given to it in section 21.14(b).

**Debit Card** means the card issued by us, with which Customer may make payments by direct debit from an Account. A Debit Card may also be an ATM Card.

**Digital Services** means any and all services, functions, and features that are provided to Customer through electronic or online means on any Equipment, including online banking and the App.

**Due Date** has the meaning given to it in section 8.2.

**Electronic Records** has the meaning given to it in section 4.10.

**Electronic Statements** has the meaning given to it in section 4.4.

**Equipment** means any electronic, wireless, communication, transmission or telecommunications equipment, device or medium including any computer, mobile equipment, terminal, machine, system, hardware, software (including any plug-ins and any software for authenticating any Unique Biometric Identifier), and the internet, network connection or infrastructure, which may be required to use the Services

**Financial Crime** has the meaning given to it in section 17.9.

**Foreign Currency** means the lawful currency of any other country or monetary union, apart from Indonesian Rupiah.

**General Terms** has the meaning given to it in section 1.1.

**Intellectual Property** has the meaning given to it in section 11.1.

**Liabilities** means all debts, liabilities, or obligations Customer owe to us now or in future, whether actual or contingent, primary or collateral, several or joint.

**Linked Accounts** has the meaning given to it in section 19.29.

**Local Currency** means the lawful currency for the time being of Indonesia.

**Losses** means any losses, damages, penalties, claims, actions, demands, judgments, suits, Costs or disbursements of any kind.

**Malware** means all forms of software that interferes with the use of the App in any way or disrupts computer usage, including viruses, cyber-attacks, phishing e-mails, spyware, worms, logic software, bombs, Trojan horses, or other similar harmful components.

**Other General Terms** has the meaning given to it in section 1.1.



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

**Other Terms** has the meaning given to it in section 1.1.

**Password** means the password (including one time passwords), login-ID, personal identification name, personal identification number (PIN), customer identification number (CIN), (made up of an access code and a PIN), username, word, phrase, symbol, code, electronic identification signature or codes, Unique Biometric Identifiers given to, or chosen by, Customer that is used to confirm Customer identity when accessing an Account or that is needed for:

- (a) access and use of any Account, Card or Service;
- (b) the operation of Customer Equipment; or
- (c) confirming Customer identity.

**Payee Corporations** means any merchant, establishment, billing organisation, or relevant party whose bills can be paid through the use of a Card.

**Push Notification** means a message, including any content or data, which is transmitted as part of the App and delivered to Customer Equipment.

**Prescribed Amount** means an amount, in the Local Currency, of Rp 1,000,000.

**Privilege Schemes** has the meaning given to it in section 18.1.

**QR Transactions** has the meaning given to it in section 21.16(a).

**Reward** has the meaning given to it in section 18.6.

**Sanctions Compliance** has the meaning given to it in section 17.9.

**Services** means any and all services, functions or features that Bank may provide to Customer, including without limitation, the services set out in section 21.

**SMS** means short message service (also sometimes referred to as mobile text messaging).

**Specific Terms** has the meaning given to it in section 1.1.

**Third Party Licensors** has the meaning given to it in section 11.4.

**Third Party Links** means other websites, software, mobile applications and platforms owned, controlled or offered by third parties.

**UOB TMRW Fees and Charges** means the fees, charges and interest guide which applies to the Account, Card or Service, as found on uob.co.id.

**Unique Biometric Identifier** means any fingerprint, facial scan, or other unique biometric identifier as Bank may, in the Bank's sole discretion and from time to time, prescribe as an acceptable method of identification.



## GENERAL TERMS AND CONDITIONS GOVERNING ACCOUNTS, CARDS AND SERVICES FOR UOB TMRW

**Bank / us / the Bank's / ourselves / the Bank / UOB** means PT Bank UOB Indonesia<sup>1</sup> or its parent bank, subsidiary bank, subsidiary, affiliate or branch, and includes any of their respective successors or assigns.

**Customer / Customerself** means Customer (whether alone or jointly with another person/persons).

**Minimum Balance** means the sum of monies which must be available in the Account according to its type as determined by the Bank from time to time and may not be debited by Customer.

**Savings** means the funds entrusted by Customer to the Bank in the form of savings account and/or time/fixed deposit account or of any other forms equivalent thereto.

**Transaction** means any Transaction relevant to the Account which may be made in the Bank's teller, ATM, ATM of other banks with the logo of the brand owner or any other persons as determined by the Bank, EDC in a merchant which accepts payment using Debit Card, telephone banking, Short Message Service (SMS) Banking, internet Banking or other electronic banking networks to be determined by the Bank from time to time.

**Force Majeure** are events beyond the control of the Bank and/or Customers which directly results in failure of either party to fulfill its obligations, including but not limited to earthquake, flood, landslide, volcanic eruption, tsunami, typhoon, tornado, and other natural disasters, riot, rebellion, strike, war, economic upheaval, economic crisis, issuance or impact of any amendment to laws and regulations, monetary policy, court decision, public agency policy on the industry

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<sup>1</sup> PT Bank UOB Indonesia is a banking institution licensed and supervised by the Indonesian Financial Services Authority and is a participating bank of Indonesia Deposit Insurance Corporation (LPS).

