

# Terms and Conditions/Agreement

## TERMS AND CONDITIONS GOVERNING UOB CASHPLUS

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

### 1. DEFINITIONS

When used herein:

- "ATM" means Automated Teller Machine;
- "Customer" means the person or persons to whom the Facility is granted by the Bank;
- "Participant" means any person or entity who or which participates in the Programme;
- "Programme" means any programme, scheme, system or plan made available by the Bank from time to time to enable the Customer to obtain credit facilities or participate in the Programme;
- with respect to the utilisation of the Facility or the UOB ATM card;
- Paragraph headings are for ease of reference only;
- References to masculine gender include the feminine and neuter gender; and
- References to singular nouns shall include the plural where appropriate and vice versa.

### 2. FACILITY

- 2.1 Subject to this Agreement, the Bank may make available to the Customer a revolving credit facility ("Facility") of up to such limit as the Bank may from time to time in its absolute discretion set ("Credit Limit").
- 2.2 The Facility is available on a revolving basis, that is to say, the Customer may from time to time in accordance with this Agreement utilise the Facility, and any amount or amounts so utilised may be repaid or discharged by the Customer in accordance with this Agreement (in whole or in part at any time) and thereafter the Borrower may make fresh or further utilisations in accordance with and subject to the terms and conditions of this Agreement.

### 3. IMPLEMENTATION

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

### 4. JOINT AND SEVERAL LIABILITIES

- 4.1 The obligations and liabilities of the Customer (if more than one) under this Agreement shall be joint and several and shall be enforceable accordingly. All liabilities, representations undertakings and other obligations of the Customer shall continue to be deemed to be made or undertaken by and binding on each of them jointly and severally.
- 4.2 Without prejudice to anything stated in this Agreement, if the Customer (if more than one) is not bound by this Agreement (whether by reason of a lack of capacity or any other reason whatsoever), the remaining Customer shall continue to be bound by this Agreement as if the first-mentioned Customer had never been a party hereto.

### 5. UOB CASHPLUS ACCOUNT

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

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

5.3 The Customer shall open and maintain a UOB CashPlus Account at the Bank's prevailing interest rate calculated on such basis as the Bank may deem fit from time to time. If interest is paid, it may be credited on any day of a calendar month.

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

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

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

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

### 6. UOB ATM CARD

6.1 The Bank may in its sole discretion issue to the Customer an ATM card (known as "UOB ATM card") with which the Customer may withdraw funds from his CashPlus Account at such ATMs as the Bank may approve and subject to such terms and conditions as the Bank may from time to time prescribe (including but not limited to withdrawal limits for withdrawal of funds from the Customer's CashPlus Account). For the avoidance of doubt, unless otherwise expressly specified by the Bank, Clause 33 of the Bank's Terms and Conditions of Deposit Accounts shall apply to the UOB ATM card.

6.2 Except as stated above and otherwise as expressly permitted by the Bank in its absolute discretion, the UOB ATM card shall not be used to effect any transactions in or through the ATMs of the Bank or of other banks or financial or non-financial institutions or EFTPOS terminals or other card operated machines (including but not limited to the use of the UOB ATM card to purchase goods or services from the Bank for Electronic Transfers (Singapore) Private Limited), trader or other party accepting the use of the UOB ATM card and their respective agents or contractors, whether for the payment of any goods and/or services or otherwise.

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

### 7. CHEQUES

- 7.1 Cheque books are issued to the Customer at the sole discretion of the Bank.
- 7.2 The Customer is under a duty to:
- (a) count the number of cheque forms and examine the account number and serial numbers carefully upon receipt of a cheque book, and to report to the Bank immediately in writing of any discrepancy or irregularity found;
- (b) keep his cheque forms and cheques safely and to inform the Bank immediately in writing should any cheque form or cheque be mislaid, lost or stolen;
- (c) not to draw any cheques in such manner as to facilitate fraud or forgery, and to notify the Bank as soon as he becomes aware of any fraud or forgery.

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

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

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

7.5 The Bank or its authorised signatory may, at its absolute discretion, refuse to sign any cheque or demand promissory note or other instrument signed by or on behalf of the Customer, if it is satisfied that the Customer has not authorised signatory, but presented after his death, regardless of whether or not the Bank has received notice of his death.

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

### 8. PROGRAMME

- 8.1 The Bank may confer or offer to the Customer privilege, benefit or discount under any Programme in its sole discretion for the utilisation of the Facility.
- 8.2 "ATM" means Automated Teller Machine;
- (a) amend, modify, vary or withdraw the terms and conditions of any Programme and/or any privilege, benefits or discounts offered or conferred under any Programme;
- (b) suspend or terminate any Programme;
- (c) restrict or exclude any Participant from participation or continuing to participate in any Programme;
- Paragraph headings are for ease of reference only;
- Any privilege, benefit or discounts to be obtained from or conferred by any Participant under any Programme may be unavailable, suspended or withdrawn by that Participant at any time for any reason and whether temporarily or otherwise.

### 9. CREDIT LIMIT INCREASE

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

### 10. INTEREST

10.1 Interest charges (including default interest) shall be calculated based on a daily basis, shall accrue day to day and shall be calculated on the basis of the actual number of days elapsed and a year of 365 days. Interest is payable (i) both before and after judgment and (ii) computed based on the principal amount from time to time outstanding under the Facility, at the rate of 17.8% or 20.95% per annum, or such rate as may be prescribed by the Bank from time to time, ("prevailing interest rate") compounded monthly from the due date (as defined in Clause 12.2) to the date of payment subject to the minimum interest charge of \$5.00 per month, or any other amount set at the sole discretion of the Bank. Notwithstanding any change in the Customer's annual income, the applicable interest rate shall remain unchanged.

### 11. DEFAULT INTEREST

The Customer shall pay to the Bank interest at the rate of 23.95% per annum or such rate as may be fixed by the Bank from time to time on the daily balance outstanding:

- (a) where the outstanding amounts is within the approved Credit Limit; from such date as determined by the Bank; and
- (b) where the outstanding amount exceeds the approved Credit Limit; from the date the outstanding amounts exceed the approved Credit Limit until the date of payment of such excess together with the minimum payment for the month (as the case may be).

### 12. PAYMENTS

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

12.2 Unless otherwise stated, the Customer shall be deemed to have agreed to the following:

- (a) the Customer shall pay the Bank on or before the date specified in the monthly statement ("due date") a minimum payment of an amount of not less than the following:
- (i) \$3.00/00/- or
- (ii) 3% of the outstanding amounts ("minimum payment"), whichever is higher.

12.3 Without prejudice to the generality of Clause 12.2, the Customer is not required to make any payment to the Bank until the outstanding amount shown in the monthly statement is equivalent or exceeds \$3.00/00/-.

12.4 The Customer shall in addition to the default interest stipulated in Clause 11 be liable to pay a late charge of \$5.00/00/-, or such amount as may be determined by the Bank from time to time with respect to the Customer, if the minimum payment shown in the monthly statement is not received by the Bank before the due date.

12.5 Without prejudice to Clause 12.4 and anything else contained herein, the Bank reserves the right to suspend and discontinue the utilisation of the Facility and the privileges, benefits and discounts under any Programme, and to withdraw all or any monies standing to the credit of his UOB CashPlus Account (unless the Bank in its absolute discretion agrees otherwise) until the Bank receives the minimum payment and/or the excess (which is payable under Clause 9) or for such other period as the Bank deems warranted in its sole discretion.

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

### 13. ANNUAL FEE AND CHARGES

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

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

### 14. COSTS AND EXPENSES

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

### 15. CONCLUSIVENESS

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

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

15.2 If the Customer fails to notify the Bank of any discrepancy or irregularity in the monthly statement within ten (10) days of the date thereof:

- (a) the Customer shall be deemed conclusively;
- (i) to have accepted, and shall be bound by, the validity, correctness and accuracy of the transaction(s)/entries and the balance set out in the statement; and
- (ii) to have accepted and agreed to the transaction(s) represented by the statement as if it were an authorised signatory, but presented after his death, regardless of whether or not the Bank has received notice of his death.

- (b) the statement shall be deemed conclusive evidence of the Customer's authorisation to the Bank to effect the transaction(s)/entries set out therein; and the Customer shall not claim against the Bank howsoever arising from, in connection with or as a result of any transaction/entry referred to therein.
- 16. **RIGHT OF DEBIT**
- Without prejudice to any other rights that the Bank may have, the Bank shall have the right (without being required to) at any time without prior notice to debit the Customer's UOB CashPlus Account and/or to debit the balance of the Facility (if any) with all accrued interest, outstanding principal amount and interest, fees, charges, the costs and expenses stated in Clause 14 and all other monies due on the Facility provided no such debiting shall be deemed to be a payment of the amount due (except to the extent of any amount in the Customer's UOB CashPlus Account or a waiver of or agreement to waive the Customer's right to dispute the Agreement or any other agreement relating to the credit line. If such debiting causes the Customer's UOB CashPlus Account to be overdrawn interest shall be payable accordingly.
- 17. **WAIVER WITHOUT PREJUDICE**
- The Bank may neglect or forbear to enforce any of the terms in this Agreement or waive on such conditions as it deems fit any breach by the Customer of the same without prejudice to its right at any time afterwards to act strictly in accordance with such terms and conditions or the originally agreed terms in respect of the existing or subsequent breach.
- 18. **REVIEW AND TERMINATION/CLOSURE OF UOB CASHPLUS ACCOUNT**
- 18.1 Notwithstanding anything stated in this Agreement, the Facility is subject to review by the Bank from time to time and upon such review the Bank shall be at liberty (if it so deems fit) without assigning any reason therefor to terminate or suspend the Facility or to increase or decrease the Credit Limit or terminate the Facility or close the UOB CashPlus Account.
- 18.2 The Customer may upon giving the Bank prior written notice to take effect not less than seven (7) business days from the Bank's receipt thereof, cancel the Credit Limit or terminate the Facility or close the UOB CashPlus Account.
- 18.3 Upon reduction of the Credit Limit, the Customer shall forthwith repay such outstanding amount so as to bring the outstanding balance within the reduced Credit Limit.
- 18.4 Upon termination of the Facility (whether by the Customer or by the Bank):
- (a) there shall be no outstanding amounts under the Facility, the Bank's entire obligation with respect to the Facility shall be deemed to have been discharged, and the Bank may close the UOB CashPlus Account;
- (b) the Customer shall forthwith destroy all unused cheques;
- (c) all privileges and benefits conferred upon the Customer under the Programme shall forthwith be withdrawn;
- (d) the Customer shall pay the Bank immediately all outstanding amounts under the Facility in full;
- (e) the Customer's obligations under this Agreement will continue notwithstanding the termination of the Facility and shall only be discharged upon payment of all outstanding amounts under the Facility in full; and
- (f) the use of the UOB ATM card will be terminated.
- 18.5 The Customer shall be deemed to have agreed to the following:
- (a) the Bank acting hereunder prior to its receipt of written notice of the termination or revocation of these terms and conditions by operation of the law as to the Customer;
- (b) the Bank enforcing or attempting to enforce any rights it may have against the Customer pursuant to these terms and conditions;
- (c) any breach by the Customer of any of these terms and conditions or such other terms and conditions as the Bank acting hereunder prior to its receipt of written notice of the termination or revocation of these terms and conditions by operation of the law as to the Customer;
- (d) any change in any existing law, regulation or official directive relative to the Facility or any of these terms and conditions;
- (e) any breach by the Customer of any of these terms and conditions or such other terms and conditions as the Bank acting hereunder prior to its receipt of written notice of the termination or revocation of these terms and conditions by operation of the law as to the Customer;
- (f) the Bank enforcing or attempting to enforce any rights it may have against the Customer pursuant to these terms and conditions;
- (g) any breach by the Customer of any of these terms and conditions or such other terms and conditions as the Bank acting hereunder prior to its receipt of written notice of the termination or revocation of these terms and conditions by operation of the law as to the Customer;
- (h) the conversion of one currency into another, and any such loss, cost or charge may be debited by the Bank to any account of the Customer with the UOB Group Bank, including the UOB CashPlus Account and any other account of the Customer with the UOB Group Bank, or to any other account of the Customer in any currency into another may be effected in such manner and rate of exchange as may be determined by the Bank in accordance with its usual practice.
- 19. **RIGHT OF SET-OFF/COMBINATION**
- 19.1 The Bank shall be entitled (but shall not be obliged) at any time and without notice to the Customer to set off or combine, consolidate or merge all or any of its accounts and liabilities with and to the Bank whether singly or jointly with any other person(s) and/or under whatever style, name or form (which includes trade names of sole-proprietorships) and may transfer or set off any sums in credit, whether matured or not, in such accounts and liabilities with the Customer or otherwise, or to any other account of the Customer in any currency into another may be effected in such manner and rate of exchange as may be determined by the Bank in accordance with its usual practice.
- 19.2 Where such set-off requires the conversion of one currency into another, such conversion shall be calculated at the Bank's own rate of exchange then prevailing (as conclusively determined by the Bank) on the date of set-off.
- 20. **DISCLOSURE**
- The Customer hereby expressly authorises and consents irrevocably and unconditionally to the Bank contacting any third party and disclosing any and all information relating to the Customer, any transaction or dealings between the Bank and the Customer, the Facility and the UOB CashPlus Account for any purpose to:
- (a) the head office and any branches, subsidiaries or associated or affiliated companies of the Bank and their respective officers, servants or agents, whether situated in or out of Singapore;
- (b) the Bank and its agents and quasi-governmental authorities or agencies in Singapore and elsewhere where the disclosure is required by law;
- (c) any entities, agents or contractors or their respective officers, servants or agents, which have agreed to perform works for or provide services (whether electronic, postal or other services) to the Bank, whether in or outside Singapore; and
- (d) any person to whom the Facility has been granted by the Bank jointly with the Customer;
- (e) any person to whom the Facility has been granted by the Bank jointly with the Customer;
- (f) any actual or potential assignees or transferees or entities who have entered into or propose to enter into contractual arrangements with the Bank in relation to the Facility;
- (g) any credit companies in connection with credit card enquiries;
- (h) the Bank and its authorised signatory for credit information in respect of the Customer;
- (i) any credit bureau of which the Bank is a member and/or any other member of the credit bureau;
- (j) the police or any public officer conducting an investigation in connection with any offence;
- (k) any judicial proceedings to which the Bank is a party where the UOB CashPlus Account and/or transactions with the Bank are in issue; and
- (l) any person to whom the Facility has been granted by the Bank jointly with the Customer;
- (m) the Bank and its authorised signatory for credit information in respect of the Customer;
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