

## DEBT CONSOLIDATION PLAN

### Terms and Conditions Governing Debt Consolidation Facility

#### 1. Interpretation

1.1 Unless the context requires otherwise, the following expressions in these Terms and Conditions shall have the following respective meanings:-

**“Agreement”** means the agreement formed between you and us for Debt Consolidation under these terms and conditions, the terms and conditions in the Debt Consolidation Plan Application form and the Approval Letter. If there is a conflict, the terms in the Approval Letter shall prevail over the terms in the Debt Consolidation Plan Application form, which in turn shall prevail over these Terms and Conditions.

**“Annual Income”** means your total income for a particular year based on and/or as may reasonably be determined by us from the Income Documents you have submitted for that year.

**“Approval Letter”** means the letter from us approving your DCP Application, including any amended and additional terms.

**“Debt Consolidation Plan Application”** or **“DCP Application”** means your application for Debt Consolidation.

**“Debt Consolidation”** means the consolidation of debt in the manner as set out in clause 2.1.

**“Debt Consolidation Date”** means the date of commencement of the Debt Consolidation as stated in the Approval Letter or such other date as we may notify you.

**“Debt Consolidation Facility”** means the facility as set out in clause 3.

**“Debt Consolidation Loan Account”** has the meaning given to it in clause 2.2.

**“Debt Consolidation Registry”** or **“DC Registry”** means the registry maintained by the Association of Banks in Singapore for the maintenance of information relating to debt consolidation.

**“Designated Accounts”** means any and all unsecured credit facilities (including without limitation unsecured card or non-card credit facility) that you have with the Participating FIs and excludes joint accounts, any renovation loan, education loan, credit facility granted for businesses or business purposes and such other credit facility that is excluded under the MAS regulations relating to unsecured credit facilities to individuals.

**“Event of Default”** means any one of the events or circumstances specified in clause 6.1.

**“Fixed Interest Rate Loan”** means a loan in which repayment takes place at a single interest rate throughout the selected loan Tenure (as may be varied by the Bank).

**“Income Documents”** means the documents evidencing your income as set out in the DCP Application.

**“Loan Amount”** means the amount of monies to be disbursed to you under clause 2.1 as stated in the Approval Letter.

**“MAS”** means Monetary Authority of Singapore, its successors and/or assignees.

**“Monthly Income”** means one-twelfth of the Annual Income.

**“Participating FIs”** means American Express International, Inc., Australia and New Zealand Banking Group Limited, Bank of China Limited Singapore, CIMB Bank Berhad, Citibank Singapore Limited, DBS Bank Ltd, Diners Club Singapore Pte Ltd, HSBC Bank (Singapore) Limited, Industrial and Commercial Bank of China Limited, Malayan Banking Berhad, Oversea-Chinese Banking Corporation Limited, RHB Bank Berhad, Standard Chartered Bank (Singapore) Limited, United Overseas Bank Limited and such other financial institution(s) which may be added and/or substituted from time to time and their successors and/or assignees.

**“PDPA”** means Personal Data Protection Act 2012.

**“Personal Data”** means data, whether true or not, about you or any individual (as the case may be) who can be identified from such data or from such data and other information to which we have or are likely to have access, including but not limited to information relating to your application for Debt Consolidation.

**“Receiving Banks”** means the Participating FIs that you have Designated Accounts with.

**“Revolving Credit Facility”** has the meaning given to it in clause 2.2.

**“Terms and Conditions”** means all the terms and conditions set out herein.

**“Tiered Interest Rate Loan”** means a loan in which repayment takes place at a lower interest rate for the first year, and subsequently at a higher interest rate for the remaining period of the selected loan Tenure (as may be varied by the Bank).

**“Unsecured Credit Facility”** means any unsecured credit facility whether unsecured card or non-card credit facility including joint accounts but excludes any renovation loan, education loan, credit facility granted for businesses or business purposes and such other credit facility excluded under the MAS regulations relating to unsecured credit facilities to individuals.

1.2 Unless the context requires otherwise, words denoting the singular number only shall include the plural and *vice versa*.



- 1.3 References to statutes or statutory provisions shall be read and deemed as references to those statutes or provisions as respectively supplemented, amended or re-enacted or as their application is modified from time to time by other provisions.
- 1.4 References to any agreement or document shall include such agreement or document as modified, amended, varied, novated, supplemented or replaced from time to time.
- 1.5 References to “you” means the individual making the DCP Application and “us”, “our” and “we” mean the relevant Participating FI to which such DCP Application has been made.

## 2. **Debt Consolidation**

- 2.1 We shall advance the Loan Amount to you in such manner that we may so decide for settlement of the total or part of the outstanding on the Designated Accounts in accordance with the terms of the Agreement (the “**Debt Consolidation**”). The Debt Consolidation shall take effect on the Debt Consolidation Date.
- 2.2 To do so, we shall have discretion and authority to do any of the following as we deem fit, without notice to you:-
  - (a) verify any information provided by you through any means including by contacting relevant third parties and obtain such further information about you from such sources as we deem appropriate;
  - (b) set up a new account for disbursement of the Loan Amount (the “**Debt Consolidation Loan Account**”);
  - (c) set up an accompanying revolving credit facility which is bundled with the Debt Consolidation Loan Account (the “**Revolving Credit Facility**”);
  - (d) directly disburse the Loan Amount in whole or in part to the Designated Accounts and to credit any residue of the Loan Amount to you in such manner that we may so decide;
  - (e) suspend or terminate any Designated Accounts with us;
  - (f) withdraw or suspend any or all benefits or privileges attached to any Designated Accounts with us;
  - (g) instruct any Receiving Banks, whether directly, indirectly, through the DC Registry or in such manner that we may so decide, to suspend or terminate any Designated Accounts;
  - (h) take such other steps as may be necessary in our determination for the Debt Consolidation.



- 2.3 We are not obliged to give any reason for our decision.
- 2.4 If any new facility is set up under clause(s) 2.2(b) and/or 2.2(c) above, we will notify you of any additional terms and conditions governing such facility and you hereby agree to be bound by such terms and conditions. Your signature submitted with your DCP Application shall be the signature used for the operation of such new facility.
- 2.5 You shall render all assistance as may be required by us for the carrying out of any of the matters under clauses 2.1 and 2.2 above, including but not limited to completing and signing any and all forms.
- 2.6 If the Loan Amount is insufficient to repay the outstanding under any Designated Accounts in full, you shall be fully responsible to make up the shortfall in accordance with the terms and conditions governing such facilities. Your obligations under such facilities shall remain unchanged and continue.
- 2.7 If there are any existing recurring and/or GIRO arrangement linked to any Designated Accounts, you shall be fully responsible for terminating such arrangement and for making an alternative arrangement.
- 2.8 You shall be fully responsible for any extra costs and expenses incurred as a result of the settlement of the outstanding under the Designated Accounts with the Loan Amount, including but not limited to any fee charged by any Participating FIs for the suspension or termination of any Designated Account with them.
- 2.9 Notwithstanding the Debt Consolidation, you shall continue making repayment of any and all outstanding owed to the Participating FIs under facilities which do not fall under the Designated Accounts in accordance with the terms and conditions governing such facilities. Your obligations under such facilities shall remain unchanged and continue.

### **3. The Debt Consolidation Facility**

The Debt Consolidation Facility shall consist of the Debt Consolidation Loan Account and the accompanying Revolving Credit Facility (the "**Debt Consolidation Facility**").

#### **(A) Debt Consolidation Loan Account**

- 3.1 Tenure: The tenure of the loan shall be as stated in the Approval Letter.
- 3.2 Payment: You shall make prompt payment of the monthly repayment amount to us on or before the due dates for payment as stated in the Approval Letter until full payment of the outstanding on the Debt Consolidation Loan Account has been received by us.
- 3.3 Interest: You shall pay interest on the outstanding on the Debt Consolidation Loan Account at such rate(s) indicated in the Approval Letter or as we may from time to time at our discretion specify by notice to you with effect from the Debt Consolidation Date. All interest shall be payable before



as well as after judgment.

- 3.4 Default interest and late charge: In respect of any monthly repayment amount due but not paid, you shall pay (i) default interest thereon on such instalment until the date of full payment and (ii) a late charge as determined by us.
- 3.5 Prepayment fee: You shall pay a prepayment fee at such rate(s) as we may from time to time prescribe should the Debt Consolidation Loan Account be fully paid before the end of the tenure.

**(B) Revolving Credit Facility**

- 3.6 If a Revolving Credit Facility is set up under clause 2.2(c) above, the Revolving Credit Facility shall be made available to you by allowing you to draw on the account up to the designated credit limit from time to time.
- 3.7 Credit limit: We may designate such credit limit to the Revolving Credit Facility as we may from time to time determine at our discretion. We shall be at liberty at any time to reduce and/or vary the credit limit by notice to you.
- 3.8 Use of facility: You shall use the Revolving Credit Facility in a responsible and satisfactory manner. You shall not use the Revolving Credit Facility in any manner which is in any way unlawful, illegal or prohibited under any applicable law. Without limiting the generality of the foregoing, you undertake not to use the Revolving Credit Facility in such a way to exceed the credit limit.
- 3.9 Payment: You shall make prompt payment of the minimum payment amount to us on or before the due dates for payment as we may from time to time specify at our discretion.
- 3.10 Finance charges: You shall pay finance charges on the outstanding debit balance on the Revolving Credit Facility at such rate(s) as we may from time to time at our discretion specify by notice to you. Such finance charges shall be payable at such intervals as we may prescribe from time to time at our discretion. All finance charges shall be payable before as well as after judgment.
- 3.11 Late charge: In respect of any minimum payment amount due but not paid, you shall pay (i) a late charge as determined by us and (ii) the finance charges chargeable to you on the outstanding debit balance on the Revolving Credit Facility, each of which may be varied or increased to such rate(s) as we may from time to time prescribe and notify to you.
- 3.12 Annual fee: An annual fee at such rate(s) as we may from time to time prescribe at our discretion shall be chargeable annually on the Revolving Credit Facility.
- 3.13 The Revolving Credit Facility will be closed or converted to regular unsecured credit facility once the Debt Consolidation Loan has been fully repaid. Any outstanding balance will be transferred to an existing or new regular unsecured credit facility.

#### **4. Payments**

- 4.1 You shall repay the outstanding on the Debt Consolidation Facility in accordance with the Agreement.
- 4.2 All payments must be made in Singapore dollars. We shall have the absolute right to convert payment made in foreign currency into Singapore dollars at the prevailing exchange rate used by us. You shall bear all risks and indemnify us from any loss, damages, claim, action, or proceedings arising from such currency conversion.
- 4.3 We shall have absolute power and authority to do any of the following as we deem fit and without notice to you:-
- (a) apply any payment received (or part thereof) in any order of priority and in any manner towards any of your facilities with us, legal costs and any other expenses incurred by us as a result of enforcing any term of this Agreement; and
  - (b) combine or consolidate the Debt Consolidation Facility with any of your facilities with us and set-off credit balances (whether matured or not) against any liability due from or owed by you. For the avoidance of doubt, such facilities and liabilities refer to any account and/or liabilities which you may have with us whether alone or jointly with any other person(s) and includes any other type of account and/or liabilities which you may have with us from time to time.

#### **5. Increase in Credit Facilities**

- 5.1 Subject to clause 5.2, as long as there is still an outstanding on the Debt Consolidation Facility, besides the Revolving Credit Facility that had been issued to you, no further Unsecured Credit Facility (including temporary credit limit increase) shall be granted to you even if your Annual Income exceeds S\$120,000 or you have net personal assets of S\$2 million.
- 5.2 You may apply for additional credit facilities only if the outstanding on your Unsecured Credit Facility falls to or below 4 times your Monthly Income. For the purpose of considering your application, we shall have the right to require you to submit further documents, including your latest Income Documents, and to comply with all terms and conditions that may be required by us.

#### **6. Termination by Us**

- 6.1 Without prejudice to any other rights or remedies we have, we may by notice to you immediately terminate the Agreement and the Debt Consolidation Facility (or any other facility) if any of the following events of default (collectively, the “**Events of Default**”) occurs:-
- (a) you threaten to breach or have breached any term of the Agreement or any other agreement, undertaking or arrangement between us;

- (b) you have been convicted of a crime or we believe that you are involved in any offence involving fraud, criminal breach of trust, dishonesty or corruption;
- (c) you become insolvent, bankrupt or become subject to any civil or legal proceedings including bankruptcy or enforcement proceedings;
- (d) you do not comply with any applicable law;
- (e) you fail to pay any amount due to us on time;
- (f) any information, representation, warranty, statement and document given to us is or becomes untrue, inaccurate, incomplete or misleading;
- (g) you pass away or become mentally incapacitated;
- (h) in our sole opinion:-
  - (i) you are not or are no longer eligible for the Debt Consolidation Facility;
  - (ii) a banking relationship with you is no longer appropriate or possible;
  - (iii) any changes or adverse circumstances may materially and/or adversely affect your ability to perform or discharge your obligations under the Agreement; and/or
  - (iv) for whatever reason, it is no longer possible for us to provide the Debt Consolidation Facility; and
- (i) termination becomes necessary due to our obligations in connection with prevention of fraud, money laundering, terrorist or criminal activity, bribery, corruption or tax evasion, or the enforcement of economic or trade sanction.

6.2 Upon termination, the outstanding on the Debt Consolidation Facility shall immediately become due and payable and you must pay the outstanding on the Debt Consolidation Facility in full immediately, without any demand or notice. We are entitled to take any steps including commencing legal proceedings against you as we deem fit to recover the outstanding on the Debt Consolidation Facility.

## **7. Termination by You**

7.1 You may terminate the Debt Consolidation Facility by giving us prior notice and making payment of the outstanding on the Debt Consolidation Facility.

7.2 Where we receive notice of termination of the Debt Consolidation Facility by you before the Debt Consolidation has been effected, we shall still proceed to disburse the Loan Amount and you shall have to make full payment of the outstanding on the Debt Consolidation Facility in order to terminate the said facility.

7.3 If the Debt Consolidation Facility is terminated under clause 7.1 or 7.2 above, we may charge you a cancellation or prepayment fee as we may determine.

## **8. Personal Data**

8.1 You hereby consent and authorise us, our officers, employees and agents to collect, use, process and/or disclose your Personal Data in accordance with this Agreement and our personal data protection policy which can be found on our website.

8.2 Your Personal Data may be collected, used, processed and/or disclosed for the following purposes:-

- (a) to carry out all or any of the matters set out in this Agreement;
- (b) to update your records; and
- (c) for the purposes set out in our personal data protection policy.

8.3 We may disclose your Personal Data to the persons listed in our personal data protection policy in addition to the following persons (whether in Singapore or overseas) for one or more of the purposes listed above:-

- (a) our head office, any branch or representative office, subsidiaries, or companies related to or affiliated to us;
- (b) any banking or financial institution, credit bureau or credit reference or evaluation agency;
- (c) the DC Registry;
- (d) any relevant agent, contractor, business partner or third party service provider who provides administrative, telecommunications, computer, printing, payment, securities clearing, management, audit, debt collection or other services to us;
- (e) any information gathering or processing organisation or department conducting surveys on our behalf;
- (f) any third party to whom we have outsourced certain functions;
- (g) lawyers, auditors, tax advisors and other professional advisors;
- (h) any rating agency, business alliance partner, insurance company, insurer or insurance broker;
- (i) any person or corporation to whom we merge or amalgamate with, transfer or assign or propose to transfer or assign all or any part of our interests, obligations, business and/or operations;



- (j) the police or any public officer conducting an investigation;
- (k) your guarantor, your joint account holder, other security provider and/or such person in connection with any compromise, arrangement or any insolvency proceedings relating to you and any person who is jointly and severally liable with you for any facility owing to us;
- (l) any person to whom we are required by applicable legal, governmental or regulatory requirements to make disclosure;
- (m) any other person reasonably requiring the same in order for us to execute the Debt Consolidation; and
- (n) any other party identified in our personal data protection policy.

8.4 Where Personal Data of another individual is provided by you to us, you undertake to obtain and/or warrant that you have obtained the necessary consent, permission and authority of that individual to allow us to collect, use, process and/or disclose such personal data in accordance with this Agreement and our personal data protection policy.

8.5 You must ensure that your Personal Data, including your particulars and contact details, are correct and up-to-date at all times. You must promptly inform us of any change and give us reasonable time to effect the change.

8.6 Our rights under this clause 8 are in addition to any other rights that we may have under the Banking Act Cap. 19, the PDPA and any other statutory provisions and in law and are not affected by nor affect any other agreement between you and us.

8.7 The provisions in this clause 8 shall survive the termination of any credit facility granted by us to you and the termination of your relationship with us.

## **9. Conclusive Evidence**

9.1 Our records in any form (including paper, electronic or other form) and any certificate issued by us (including reports, communications or statements electronically generated which requires no signature), or decision we make as to the monies and liabilities due to us or any other matter shall be final, conclusive and binding on you, save for fraud or manifest error.

9.2 We may record instructions and telephone conversations without notice to you. You agree that such recordings or their transcripts may be used as conclusive evidence of the instructions and telephone conversations.

## **10. Indemnity**

You agree to indemnify us, our related companies, employees, agents and officers at all times against all loss, liabilities (civil or criminal), damages, claims, actions, proceedings, judgments,

orders, penalties, fines, costs (including legal costs on a full indemnity basis), expenses, taxes whatsoever and howsoever arising or in connection with:

- (a) any Event of Default and/or enforcement of our rights under the Agreement;
- (b) our reliance on any of your representations, warranties and/or undertakings;
- (c) the provision of any service to you and the performance of any of our functions; and
- (d) our compliance with any existing or future law or regulation or official directive.

## **11. Notices**

11.1 Notices and communications to you will be sent in the mode and manner we deem appropriate to the last known address, facsimile number, mobile phone number or electronic mail address in our records, whether provided to us through you or obtained by us through searches or any other means. We may also notify and communicate with you through the display of notices at our branches, on our website, the statement of accounts we send to you, in the newspapers, via radio or television broadcasts.

11.2 Unless otherwise expressly provided in writing, our notices and communications to you are effective:-

- (a) if sent by post to an address within Singapore, the following business day after posting;
- (b) if sent by post to an address outside Singapore, 5 business days after posting;
- (c) if sent by facsimile, electronic mail or SMS, at the time of transmission;
- (d) if sent by hand, at the time of delivery or when left at the address;
- (e) if displayed at our branches or posted on our website, 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.

11.3 We shall not be responsible for the status of notices or communications after they are sent, even if such notice or communication is delayed, intercepted, lost, fails to reach or is disclosed to anyone during transit.

11.4 You may serve a notice to us by post or facsimile at such designated address or facsimile number as we may notify you from time to time. Service of such notice is only effective upon actual receipt by us.

## **12. Service of legal process**

12.1 We may serve any writ of summons, statement of claim, statutory demand, bankruptcy proceedings or any other legal process or document in respect of any action or proceedings under the Agreement required by any relevant law or rules of court to be served on you by personal service, by leaving the same at your last known address on our records and/or sending it by post

to (a) your last known address on our records (whether within or outside Singapore and whether such address is a Post Office Box or place of residence or business), and/or (b) via electronic mail to your last known email address, as may be provided to, or obtained by, us or our solicitors or other agents, or as may be known to us. In instances where the last known address is a Post Office Box, we may serve the said legal process or document via ordinary post.

- 12.2 We shall be entitled to rely on the records of any government registry or government statutory authority or other addresses obtained from reliable sources as determined by us to serve the abovementioned legal process on you.
- 12.3 Such legal process shall be deemed to have been duly served on you (i) if sent by hand, on the date of delivery; or (ii) if sent by ordinary post, on the date immediately after the date of posting; or (iii) if sent by electronic mail, on the date the electronic mail was sent. Service of the legal process in the aforesaid manner shall be deemed to be good and effective service of such legal process on you even if the documents including electronic mails are not received by you or subsequently returned undelivered.
- 12.4 Nothing in the Agreement shall affect our right to serve legal process on you in any other manner permitted by law.

**13. Severability**

If any one or more provisions of the Agreement or any part of the Agreement shall be found to be illegal, invalid or unenforceable under any applicable law in any jurisdiction, it shall not affect the legality, validity or enforceability of the remaining terms of the Agreement.

**14. No Assignment**

You shall not transfer or assign your rights or obligations under the terms of the Agreement, without our prior written consent. However, we shall have the unrestricted right to transfer or assign our rights and/or obligations under the Agreement without your prior consent.

**15. Changes in Our Constitution**

Notwithstanding any amalgamation, reconstruction, conversion or other change in our constitution, the Agreement shall remain binding and shall operate as though it had been originally entered into by such new or amalgamated or reconstructed concern and your obligations and liabilities shall remain unchanged.

**16. Right to review**

- 16.1 We shall have the absolute right to review, make changes to, cancel, withdraw and/or replace any of the terms of the Agreement at any time at our absolute discretion. Such change of terms shall take effect upon service of notice of the same.



16.2 We are not obliged to make or to continue to make available the Debt Consolidation Facility or any other facilities to you. Notwithstanding clause 6, we have the overriding right to require you to repay immediately the whole of the outstanding on the Debt Consolidation Facility on demand.

**17. Further Assurance**

You shall execute and do all such assurances, acts, deeds and things as we may so require under the Agreement.

**18. No waiver**

Any failure or delay by us in exercising or enforcing any right we have under the terms of the Agreement does not operate as a waiver and does not prejudice or preclude the exercise of any of our rights subsequently.

**19. Governing Law and Jurisdiction**

The Agreement shall be governed by and interpreted according to the laws of Singapore. You agree to irrevocably submit to the exclusive jurisdiction of the courts of Singapore. This means that legal proceedings against us can only be brought in the courts of Singapore. Any judgment or order made by the courts of Singapore cannot be enforced or executed against any of our branches overseas. This clause does not limit our right to commence legal proceedings in any country and to take concurrent legal proceedings in more than one country.

**20. Third Parties**

Unless we expressly state so, a person who is not a party to the Agreement has no right to enforce or enjoy the benefit of any term of the Agreement.

## Additional Terms and Conditions Governing Debt Consolidation Facility

### 1. DEFINITIONS

- 1.1 (a) **“Additional Terms and Conditions Governing Debt Consolidation Facility”** or **“Additional DCP Terms”** refers to all the terms and conditions set out herein.
- (b) **“Card”** refers to the credit card as set out in Clause 3.3(a)(ii) below.
- (c) **“Card Approval Letter”** refers to the letter from us approving your application for Revolving Credit Facility, including any amended and additional terms.
- (d) **“Card Terms”** refers collectively to all of the following:-
- (1) the prevailing UOB Cardmembers Agreement (which can be found on our website at [www.uob.com.sg](http://www.uob.com.sg));
  - (2) the prevailing Terms and Conditions Governing Accounts and Services (Individuals) (available at [www.uob.com.sg](http://www.uob.com.sg));
  - (3) the prevailing terms and conditions of UOB Personal Internet Banking and UOB Mobile Services (available at [www.uob.com.sg](http://www.uob.com.sg));
  - (4) the terms and conditions of any other document or agreement governing your relationship with us; and
  - (5) such other terms and conditions as we may prescribe from time to time.
- (e) **“UOB Group Member”** refers collectively to us and any of our branches, representative offices, affiliated, associated or related corporations and their respective staff and agents, whether in Singapore or elsewhere and the term **“UOB Group Members”** refers to all of the collectively.

### 2. APPLICATION AND AMENDMENTS

2.1 The Additional DCP Terms shall supplement and are additional to the Terms and Conditions and shall form an integral part of the Terms and Conditions and the agreement formed between you and us for the Debt Consolidation and the Revolving Credit Facility.

2.2 The term **“Agreement”** as defined in the Terms and Conditions shall be revised to the following:-

*“refers collectively to:-*

- (i) *the agreement formed between you and us for Debt Consolidation under the Terms and Conditions, the Additional DCP Terms, the terms and conditions in the Debt Consolidation Plan Application form and the Approval Letter- if there is a conflict, the terms in the Approval Letter shall prevail over the terms in the Debt Consolidation Plan Application form, which in turn shall prevail over the Additional DCP Terms, which in turn shall prevail over the Terms and Conditions; and*
- (ii) *the agreement formed between you and us for the Revolving Credit Facility and your use of the Card under the Terms and Conditions, the Card Terms, the Additional DCP Terms, the terms and conditions in the Debt Consolidation Plan Application form and the Card*



*Approval Letter – if there is a conflict, the terms in the Card Approval Letter shall prevail over the Card Terms, which in turn shall prevail over the Debt Consolidation Plan Application form, which in turn shall prevail over the Additional DCP Terms, which in turn shall prevail over the Terms and Conditions.”*

- 2.3 The term “**Terms and Conditions**” as defined in the Terms and Conditions shall be revised to the following:-

*“refers to all the terms and conditions set out in the prevailing Terms and Conditions Governing the Debt Consolidation Facility.”*

- 2.4 In addition, the references to “you” as used in the Terms and Conditions and under the Additional DCP means the individual making the DCP Application and the application for Revolving Credit Facility and the references to “us”, “our” and “we” as used in the Terms and Conditions and under the Additional DCP means the relevant Participating FI to which such DCP Application and application for Revolving Credit Facility has been made to.

- 2.5 Save where amended pursuant to Clause 2 above, all words and expressions as defined in the Terms and Conditions shall, unless the context otherwise requires or the Additional DCP Terms expressly provides, have the same meanings when used or referred to herein and expressions shall have the meanings ascribed to them respectively when used herein and in the Terms and Conditions.

- 2.6 In the event of any conflict or inconsistency between any of the Additional DCP Terms with any of the Terms and Conditions as supplemented by the Additional DCP Terms, the Additional DCP Terms shall prevail

### **3 DEBT CONSOLIDATION FACILITY**

- 3.1 An application for the Debt Consolidation Facility must be made by submitting the Debt Consolidation Plan Application form (in such form and substance prescribed by us at our absolute discretion for your DCP Application and your application for the Revolving Credit Facility) to us. You agree that:-

- (a) we may at our absolute discretion choose to either approve or reject your application for the Debt Consolidation Facility without providing a reason for the approval or rejection and such decision shall be final, conclusive and binding on you and we shall not be liable to you in any way whatsoever;
- (b) we are not under any obligation whatsoever to give any explanation or reason to you if an application is rejected or not approved;
- (c) we shall not in any event be liable for any consequences arising from or in connection with our rejection of your application and that in the case of any dispute, our decision shall be final; and
- (d) you shall continue making repayment of the outstandings under the Designated Accounts until we notify you of the outcome of your application.

- 3.2 In addition to the Terms and Conditions, the Additional DCP Terms, the terms and conditions in the Debt Consolidation Plan Application form and the Card Approval Letter, you agree that Revolving Credit Facility and the Card issued by us and your use and retention of the Card will also



be subject to and be governed by the Card Terms and any amendment thereto from time to time. If there is a conflict, the terms in the Card Approval Letter shall prevail over the Card Terms, which in turn shall prevail over the Debt Consolidation Plan Application form, which in turn shall prevail over the Additional DCP Terms, which in turn shall prevail over the Terms and Conditions. In the Card Terms, the terms “*these Terms*” and “*this Agreement*” shall be construed to refer to and include the Agreement relating to the Revolving Credit Facility.

4 (a) Subject to us having approved your DCP Application and your application for Revolving Credit Facility as set out in the applicable Debt Consolidation Plan Application form , we may:-

(i) make available to you a loan in the Debt Consolidation Loan Account in the form of a Singapore Dollar non-revolving credit facility wherein:-

(1) the Loan Amount shall not exceed the total outstanding on your Designated Accounts as determined by us plus a buffer of 5%; and

(2) the tenure is not less than twelve (12) months and not more than ninety six (96) months; and

(ii) establish the Revolving Credit Facility which shall be in Singapore Dollars and shall be in the form of a credit card (“**Card**”) issued by us with a credit limit not exceeding your Monthly Income as determined by us; The type of Card that you are deemed to have applied for in connection with the Revolving Credit Facility will be set out in the Debt Consolidation Plan Application form.

(b) Notwithstanding the quantum and tenure applied for by you under the DCP Application and the application for Revolving Credit Facility as set out in the applicable Debt Consolidation Plan Application form, you shall accept whatever quantum and tenure that we decide to grant to and disburse and, where applicable, make available at our absolute discretion.

4.1 By applying for the Debt Consolidation Facility and the Card, you (a) commit yourself to comply with and abide by and be bound by all of the following and any amendments and supplemental thereto; and (b) are deemed to have already obtained, read, understood, agreed to and accepted all of the same:-

(i) the Terms and Conditions;

(ii) the Additional DCP Terms,

(iii) the Debt Consolidation Plan Application form and its terms; and

(iv) the Card Terms.

4.2 Without prejudice to Clause 3.1 of the Additional DCP Terms, we may at our absolute discretion and without assigning any reason, decide whether or not to disburse or make available Loan Amount and/or the Revolving Credit Facility and/or issue the Card and such decision by us shall be final, conclusive and binding on you, and we shall not be liable.



#### 4. DEBT CONSOLIDATION LOAN ACCOUNT

##### (A) INTEREST

- 4.1 Interest shall be calculated with monthly rests and on a reducing balance basis, or at such other rate and calculated with such other periodical rests and/or basis as we may from time to time at our absolute discretion specify by notice to you, with effect from the Debt Consolidation Date up to the date of payment thereof or the due date thereof, whichever is later, such interest to accrue from day to day and be calculated on the actual number of days elapsed.
- 4.2 The EIR payable on the Loan Amount is the actual interest rate as determined by us and as stated in the Approval Letter, taking into account total charges and the way repayment is made, and is applied to the computation of the monthly interest amount payable and shall be specified out in the Approval Letter. The monthly instalment amount is fixed but the principal and interest component varies.
- 4.3 All interest shall be payable as well after as before any judgement
- 4.4 We may increase, reduce or vary the rate of interest in our absolute discretion at any time and from time to time by notice in writing to you. In such event, you shall pay the increased or reduced monthly installments based on the new rate of interest as we may notify you to enable the Loan Amount to be completely repaid within the agreed tenure.
- 4.5 Interest (including default interest) shall be capitalised and added to the principal sum then owing at the end of each calendar month and shall bear interest accordingly.
- 4.6 Where payment of any sum (including, but not limited to, the monthly repayment amount, interest and fees) payable under the Loan Amount and the Debt Consolidation Loan Account is not paid when due, we shall be at liberty at our absolute discretion to suspend or cancel the fixed interest rate and/or revise the interest rate applicable to all or any of the Loan Amount and the Debt Consolidation Loan Account at our absolute discretion and without prior notice. Our rights hereunder is without prejudice to any other rights or remedies that we may have in relation to the Debt Consolidation Loan Account and the Loan Amount.

##### (B) PAYMENTS

- 4.7 (a) The Loan Amount together with interest shall be repaid by way of monthly installments (comprising principal and interest) of such amounts and on such due dates as shall be notified to you via such modes of communication (including, without limitation, the Approval Letter or monthly statements) as we may so decide at our absolute discretion.
- (b) The Loan Amount or such part thereof which is repaid, in full or in part, cannot be redrawn or re-borrowed.
- (c) You shall ensure that the Debt Consolidation Loan Account is not overdrawn in excess of the credit balance, even temporarily, except with our prior approval and upon making prior arrangements with us, such approval and arrangement being subject to such terms and conditions as we may in our absolute discretion require. In the event that the Debt Consolidation Loan Account is overdrawn (regardless of whether approval has been granted or not), you shall immediately repay the amount in excess together with interest thereon.





(C) FULL PAYMENT

- 4.8 (a) Full redemption of the Debt Consolidation Loan Account before the expiry of its tenure may be made subject to fulfilment of all of the following conditions by you:
- (i) you serve us at least one (1) months' prior written notice or in lieu of such notice, pay us one (1) months' interest; and
  - (ii) you pay us a cancellation charge or prepayment fee as set out in the table in Clause 4.10 below or such other rates or amounts as we may prescribe from time to time at our absolute discretion.
- (b) A request to convert/vary the interest rates payable on all the outstanding of the Debt Consolidation Loan Account during the tenure of the Debt Consolidation Loan Account will be deemed to be a request to repay the Debt Consolidation Loan Account in full in which event:
- (i) the terms and conditions applicable to full prepayment will apply; and
  - (ii) if redemption fee is not payable, an administrative fee for such conversion shall be payable instead at such rate as we may prescribe from time to time.
- (c) Any amount repaid cannot, in full or in part, be redrawn or re-borrowed. Once all the outstandings under the Debt Consolidation Loan Account has been received by us, the Debt Consolidation Loan Account shall be automatically closed.
- (d) Partial prepayment of the outstandings in the Debt Consolidation Loan Account is not permitted.

(D) FEES AND CHARGES

4.9 Notwithstanding anything to the contrary, you agree that a late payment fee as set out in the table below or such other amounts as we may set from time to time at our absolute discretion shall be charged and payable by you on each monthly repayment amount which is not paid on its due date.

Type of Fee	Type of Interest Rate	Tenure	Amount
Cancellation Fee or Prepayment Fee	Fixed Interest Rate	One (1) to Six (6) years	5% flat on the aggregate outstandings on the Debt Consolidation Loan Account or S\$200.00, whichever is higher
		Seven (7) to Eight (8) years	8% flat on the aggregate outstandings on the Debt Consolidation Loan Account or S\$300.00, whichever is higher
	Tiered Interest Rate	Six (6) to Eight (8) years	8% flat on the aggregate outstandings on the Debt Consolidation Loan Account or S\$300.00, whichever is higher
Late Charge			S\$90.00

(E) DEFAULT INTEREST

4.10 In addition to any late charge, all monthly repayment amount, capital repayments and interest (on installments and capital repayments), fees, commissions, and all other charges which are not paid when due shall be charged with default interest at such rate as we may in our absolute discretion require from time to time from the date of first default until the date of actual payment, such interest to accumulate by way of compound interest. All default interest shall be payable as well after as before any judgment at the applicable default interest rate.

5. CHARGES

5.1 We may impose charges or fees of such amount(s) as we may decide from time to time at our absolute discretion in, inter alia, the following circumstances:-

- (a) where the Customer requests for additional statements of account; or
- (b) where cheques received by us are dishonoured for whatever reasons.

6. COSTS AND EXPENSES

6.1 All fees, costs and expenses, legal or otherwise, connected with processing and implementation of the Debt Consolidation Facility and the Card (even if terminated) and the enforcement, protection and realisation of any of our rights (including, without limitation, the processing, implementation and recovery of moneys owing under the Debt Consolidation Facility and/or the Card) or resolution of any dispute relating to the Debt Consolidation Facility and the Card (whether by judicial proceedings or otherwise) shall be payable by you on demand, on a full indemnity basis, together with interest from the date the fees, costs and expenses are incurred to the date of full payment at such rate as we may prescribe from time to time at our discretion.

7. CONCLUSIVENESS

7.1 The monthly statements may be sent by ordinary post to you by us. No statement will be sent for any period during which the Debt Consolidation Facility is not utilised. You are under a duty:

- (a) to check all entries in the monthly statement;
- (b) to report to us 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 us in writing if you do not receive any statement that is due to you.

7.2 If we do not receive from you a written objection as to the contents of any monthly statement within ten (10) days of the date thereof:

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

7.3 All other certificates, determinations, notifications or opinions of ours shall be final and conclusive of the matters so certified and shall be binding on you.

8. RIGHT OF DEBIT

8.1 Without prejudice to any other rights or remedies that we may have, we shall have the right

(without being obliged to) at any time without prior notice to debit any of your accounts which you may now or hereafter have with us whether alone or jointly or jointly with another person (“Accounts”) and/or to debit the balance of the facilities (if any) with all moneys agreed to be paid by you under the Debt Consolidation Facility and under the Agreement including, without limitation, default interest, accrued interest, principal amounts, interest, fees, charges, GST, the costs and expenses stated in Clause 6 above, any payments made by us on your behalf and all other monies due on the Debt Consolidation Facility provided no such debiting shall be deemed to be a payment of the amount due (except to the extent of any amount in credit in the Accounts) or a waiver of any Event of Default under the Agreement or any other agreement relating to any part of the Debt Consolidation Facility. If such debiting causes any such Accounts to be overdrawn, interest shall be payable accordingly.

9. FINANCIAL STATEMENTS AND INFORMATION

9.1 You shall supply to us on request all statements, information, materials and explanation relating to your financial or other condition, and you shall in particular keep us informed of the happening of any event likely to have a substantial effect on you so as to adversely affect your ability to perform your obligations under the Agreement or the Debt Consolidation Facility or the Card Terms.

10. COMMUNICATION

10.1 You shall notify us immediately in writing of any change or variation in your signature or those of the authorised signatories or the authorised manner of signing, or any change of particulars such as names, authorised signatories, addresses, identification documents, telephone facsimile or other contact numbers.

10.2 We shall be entitled to a reasonable period of time (of not less than seven (7) Singapore business days from receipt) to process such notification of change.

11. EXCLUSION OF LIABILITY

11.1 Without prejudice to the generality of the other terms and conditions herein or in the Agreement, we shall not be liable:-

- (a) for any loss damage or expense suffered or incurred by you arising from any cause whatsoever through no fault of ours, including without limitation the following:-
  - (i) alteration of instructions and/or forgery of your or any authorised signatory’s signature;
  - (ii) any computer or system virus interference, sabotage or any other cause whatsoever which may interfere with any of our 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 our services; and
  - (iii) any loss of, destruction to or error in our records, howsoever caused.
- (b) for being unable to perform any of our obligations hereunder or under the Agreement where it is attributable directly or indirectly to any act beyond our control including, without limitation to, fire, earthquake, flood, epidemic, accident, explosion, casualty, lock-out, riot, industrial dispute or action, civil disturbances, act of public enemy, natural catastrophe, embargo, war, act of God or any factor in a nature of a force majeure,



sabotage, computer breakdown or any form of disruption or failure of any mechanical, electronic or electrical or data processing system or equipment or any disruption or failure to any power supply or transmission or communication lines.

- 11.2 We shall also not be responsible or liable for any loss, expense or cost suffered or incurred by you on account of any delay in executing documents pertaining to the Debt Consolidation Facility or in the release, advance or making available of the Debt Consolidation Facility or any part thereof or the Card.

## 12. CONSOLIDATION AND SET-OFF OF ACCOUNTS

In addition to any lien, right of set-off or other right which we may have, we shall be entitled at any time and without notice to you to combine or consolidate all or any of your accounts, whether alone or jointly or jointly with any other person or under whatever style name or form wheresoever situate and to set-off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of any moneys, obligations and liabilities of yours, whether alone or jointly or jointly with any person whether in Singapore or elsewhere and whether such liabilities be present future actual contingent primary collateral several or joint notwithstanding that such moneys, obligations and liabilities may not be expressed in the same currency. If any of the accounts in credit are expressed in quantities of gold, silver or other precious metal or are in a currency other than the currency of the liabilities, we may convert them to cash in the currency of the liabilities at our own rate for our purchase or exchange then prevailing (as conclusively determined by us at our absolute discretion) on the date of set-off or transfer.

## 13. NO DEDUCTIONS AND WITHHOLDINGS

All sums payable by you to us shall be paid free of any restriction or condition, without set-off, defences or counterclaim and free and clear of any deduction or withholding (save as required by law) on account of any tax, levy or any other charges or duties whatsoever. You shall deliver to us on demand a certificate of deduction or other evidence satisfactory to us that any amount withheld or deducted has been paid to the proper authority.

## 14. TAXES

You shall pay all GST or any other taxes levies or charges whatsoever required by law to be paid on or in respect of any payment to or receipts by us and shall on demand repay to us all such amounts which the law does not prohibit us from collecting, together with interest thereon at the such default rate as we shall determine at our discretion.

## 15. APPLICATION OF MONIES

Without prejudice to Clause 4.3 of the Terms and Conditions, any sums paid or recovered in respect of your liabilities hereunder, under the Agreement or the Debt Consolidation Facility is less than the amount then owing, we may apply that sum to interest, fees, principal or any amount due in such proportion and order, and generally in such manner as we in our absolute discretion think fit, including crediting the same or part thereof to a suspense account.

## 16. DISCLOSURE OF INFORMATION

Without detracting from our rights of disclosure under law including, without limitation, the Banking Act (Chapter 19) (as amended or re-enacted from time to time) and under the Card Terms, you hereby expressly irrevocably and unconditionally authorise us and consent to us, without prior reference to you, contacting any third party and disclosing any and all information and particulars relating to you, any of



your accounts (whether held alone or jointly), your credit standing and financial position, any transaction or dealings between us and you, any publicly available information, any facility granted to you, the Agreements, the Debt Consolidation Facility, the Debt Consolidation Loan Account, the Loan Amount, the Revolving Credit Facility and the Card. We may disclose in such manner and under such circumstances as we deem fit, such information and particulars for any purpose as we deem appropriate, necessary or desirable:

- (a) to and between us and any of our branches, representative offices, affiliated, associated or related corporations and their respective staff and agents, whether in Singapore or elsewhere (collectively, “**UOB Group Members**”);
- (b) to all governmental or quasi-governmental authorities or agencies in Singapore and elsewhere where the disclosure is required by law;
- (c) to any rating agency, business alliance partner, insurance company, insurer or insurance broker or direct or indirect provider of credit protection;
- (d) to the auditors, professional advisers, service providers or independent contractors to, or agents, such as lawyers, valuers, debt collection agencies or data processing firms;
- (e) to your employer;
- (f) to any entities, agents or contractors and their respective officers, servants or agents, which have agreed to perform works for or provide services (whether electronic, postal or other services) to us, whether within or outside Singapore (including, without limitation, any entity, our printers or our other agents for the purposes of cheque book printing and despatch or for sending out notices, circulars, newsletters, reports or other correspondence to you from time to time), for purpose of providing the said services including but not limited to investigating discrepancies, errors or claims;
- (g) to any person to whom the Debt Consolidation Facility has been granted by us jointly with you;
- (h) to any person who stands as guarantor or other surety for your liabilities or is jointly or jointly and severally liable to us with you;
- (i) to any actual or potential participant or sub-participant relating to any of our obligations under the banking agreement between you and us, or assignee, novatee, transferee or entity (or agent or adviser of any of them);
- (j) to any credit companies and financial institutions in connection with credit card enquiries;
- (k) to any banks, financial institutions, or credit reference agents;
- (l) to any credit bureau or credit reference agents of which we are a member, any other members and/or compliance committee of such bureau;
- (m) to the police or any public officer conducting an investigation or any such person(s) as may be referred to by law, regulations, guidelines, directives and/or regulatory authorities;
- (n) for any judicial proceedings to which we are a party where the Debt Consolidation Facility and/or transactions pertaining to the Debt Consolidation Facility and/or the Debt Consolidation Loan Account may be a relevant issue;
- (o) to any Receiving Bank and any DC Registry;
- (p) to any person to whom we or any of the UOB Group Members is required to disclose to under any law, regulation, guideline, directive or by any lawful authority, of any country;
- (q) to any receiver appointed by us;
- (r) to any person who has agreed to provide or is providing security to us for any moneys payable and liabilities owing by you to us;
- (s) to any person or organisation providing electronic or other services to us, for the purpose of providing, updating, maintaining and upgrading services;
- (t) to any person or organisation engaged for the purpose of performance of services or operational



- functions where these have been outsourced;
- (u) to our agents for the purpose of printing cheques, statements, advices, correspondence or any other related document;
  - (v) to any actual or potential assignee or transferee in relation to any credit facility;
  - (w) to any actual or potential assignee, novatee or transferee;
  - (x) to any stock exchange, court or other judicial bodies in any judicial proceeding, tribunal, statutory body or authority (including any tax authorities in any jurisdiction), whether governmental or quasi-governmental; and
  - (y) to any payee corporation; and
  - (z) to any other person to whom we consider such disclosure to be necessary, desirable or expedient or in our interest and/or the interest of any of the UOB Group Members.

#### 17. INDULGENCE NOT TO PREJUDICE US

We may neglect or forbear to exercise any right available to us or enforce any term hereunder, under the Agreement, or after such breach accept payment for moneys outstanding under the Debt Consolidation Facility, or waive (on such conditions as we may deem fit at our absolute discretion) any such breach, without prejudice to our rights at any time afterwards to act strictly in accordance with the originally agreed terms in respect of the existing or subsequent breach.

#### 18. RIGHT OF PROOF IN BANKRUPTCY/SUSPENSE ACCOUNT/PAYMENT IN GROSS

Until and unless the whole of the moneys and liabilities owing to us with interest shall have been fully and completely paid and discharged,

- (a) you shall not be entitled as against us to any right of proof in the bankruptcy of any person liable to us or any other right hereunder, under the Agreement;
- (b) any moneys received may be placed in a suspense account for so long as we think fit without any obligation to apply the same or any part thereof towards discharge of such moneys or liabilities and in the event of any proceedings in or analogous to bankruptcy, composition or arrangement, we may prove for and agree to accept any composition in respect of the whole or any part of such moneys and liabilities; and
- (c) any moneys or liabilities received from any person or estate capable of being applied towards discharge of such moneys or liabilities shall be regarded for all purposes as payments in gross and if a bankruptcy order shall be made against any person liable to us, no moneys received by us under our proof in such bankruptcy shall be considered as received hereunder, under the Agreement

but the full amount owing shall be payable until we have received from all sources one hundred (100) cents in the dollar.

#### 19. UNFAIR PREFERENCE

No disposition assurance security or payment which may be avoided under the provisions of the Bankruptcy Act (Chapter 20) relating to unfair preference, transaction at an undervalue or otherwise, or any statutory modification or re-enactment thereof from time to time and no release or settlement which may have been given or made on the faith of any such disposition assurance security or payment shall prejudice our right to recover from you to the full extent of the moneys and/or liabilities hereunder, under the Agreement. Such disposition assurance security payment release settlement (as the case may be) shall be regarded as never having been granted or made.



#### 20. INTERNATIONALISATION OF SINGAPORE DOLLARS

You acknowledge that you are aware that we have to comply with the directives of the Monetary Authority of Singapore relating to the internationalisation of Singapore Dollar and in the event that we determine that there is a breach of any such directives by you, we are entitled to immediately withdraw the Debt Consolidation Facility and demand immediate repayment by you of all moneys for the time being outstanding and unpaid in connection with or arising out of the Debt Consolidation Facility and you shall forthwith inform us of any change in your residency status for the purpose of our compliance with such directives.

#### 21. RIGHT TO REVIEW

Without prejudice to the terms in the Terms and Conditions, the Debt Consolidation Facility and the Agreement may be reviewed from time to time and at any time by us at our absolute discretion and nothing hereunder, or under the Agreement shall be deemed to impose on us any obligation at law or in equity to make or to continue to make the Debt Consolidation Facility available. We shall have the right at our absolute discretion at any time to vary, amend, terminate, reduce, suspend or cancel all or any part of the Debt Consolidation Facility and/or any term of the Agreement and/or to demand immediate payment of all moneys and liabilities (whether actual or contingent) owing under the Debt Consolidation Facility.

#### 22. PRIVACY POLICY

Without prejudice to Clause 8 of the Terms and Conditions, the UOB Privacy Notice (Individual), a copy of which is available at [www.uob.com.sg](http://www.uob.com.sg) and at our branches, also forms part of the terms and conditions governing your relationship with us. With regard to any personal data provided to and/or collected by us from time to time in connection with the Agreement, the Debt Consolidation Facility and the Card, you represent and warrant to us that:-

- (a) you have complied with all applicable personal data protection laws, regulations, guidelines and codes of practice;
- (b) you consent to the collection, use and disclosure of your personal data for the purposes described in the UOB Privacy Notice (Individual);
- (c) consent of the individual concerned has been obtained for the collection, use and disclosure of the individual's personal data for the purposes described in the UOB Privacy Notice (Individual); and
- (d) the personal data is accurate and complete.

This representation and warranty is repeated whenever personal data is provided to us.

#### 23. KNOW YOUR CUSTOMER CHECKS

In addition to any other conditions that we may impose, the approval of the DPC Application and your application for Revolving Credit Facility and the disbursement and availability of the Debt Consolidation Facility is also conditional upon, amongst others, us performing "*Know Your Customer*" (KYC) due diligence on you and being satisfied with the results thereof.

#### 24. FINANCIAL CRIMES, ANTI-MONEY LAUNDERING AND COUNTERING THE FINANCING OF TERRORISM

You hereby represent, warrant and undertake that none of the proceeds in respect of the Debt

Consolidation Facility shall be applied whether directly or indirectly in breach of all applicable laws, statutes, rules, regulations, notices, orders, rulings, directives, circulars, guidelines or practice notes relating to combating financial crime, fraud, bribery, corruption, money-laundering, terrorism financing and any international sanctions ("AML/CFT Laws"). You understand and agree that if any of your activities or circumstances in connection with the Debt Consolidation Facility may, in our sole and absolute discretion, expose us to legal or reputational risk or actual or potential regulatory or enforcement actions, we shall have the right to immediately terminate Debt Consolidation Facility. You agree to hold us harmless, indemnify us and keep us indemnified from and against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs (including, but not limited to, legal costs on a full indemnity basis), expenses and disbursements of any kind whatsoever which we may sustain, suffer or incur under, in connection with or arising out of any breach of AML/CFT Laws by you.

## 25. NOTICES

25.1 Without limitation to the generality of Clause 10 of the Terms and Conditions, you undertake to fully indemnify us and to keep us indemnified in full against all consequences, losses, claims, actions, proceedings, demands, damages, costs and expenses (including legal costs on a full indemnity basis) incurred or sustained by us of whatever nature and howsoever arising out of or in connection with us agreeing at your request to accept, rely and act on communications or instructions sent via post, telephone or such other manner and mode of communication as we may so accept at our absolute discretion. Such indemnity shall extend to cover situations including but not be limited to:-

- (a) taking instructions given or purportedly given by or sent or purportedly sent by you and acting upon them;
- (b) any error delay or failure whatsoever and wheresoever in any transmission and/or communication facilities;
- (c) the access to and/or use of such forms of communications being prohibited, restricted, delayed or being otherwise affected by:-
  - (a) the laws and regulations of the country or jurisdiction from where you access and/or the terms and conditions prescribed by the relevant Internet Service Provider ("ISP") in such country or jurisdiction of access;
  - (b) any act or omission by the ISP;
  - (c) any modification or upgrade of our website;
  - (d) any interruption of, interference with and tampering of such forms of communications; and/or
  - (e) any breakdown or malfunction of computer software or equipment whether belonging to us or otherwise due to any cause whatsoever.

25.2 Any such forms of communication from you shall be irrevocable and shall not be effective until it is actually received by us. Any such forms of communication shall be deemed to have been received (in the case of any communication made via facsimile) when the transmission thereof is confirmed by an activity report stating the correct number of pages sent to the correct facsimile number.

25.3 We are authorised (but are not obliged) to rely upon and act upon any instructions or communications given or purportedly given to us by you over the telephone or in writing signed or purportedly signed by you and sent or purportedly sent by post, facsimile or such other manner



and mode of communication as we may so accept at our absolute discretion and we are not required to obtain a written confirmation thereof. You shall not hold us liable for acting upon any such notice, instructions or communication notwithstanding that it is subsequently shown that the same was not given by you. You understand that any risk of misunderstanding, any error or loss resulting from notices, instructions or communication given by unauthorised persons, any error or loss resulting from unauthorised alterations of instructions or any error loss or delay resulting from notices, instructions or communication given over the telephone or from the use of the post, facsimile or such other manner or mode of communication that we may accept at our absolute discretion (whether or not arising from or in respect of equipment belonging to you or us or otherwise) are entirely at your risk for which we shall not be liable.

- 25.4 We are authorised to treat any instructions, notices or communication given or purportedly given by you as new instructions or communication when it is unspecified that the instructions or communication are a confirmation or a change of the previous instructions, notices or communication given.
- 25.6 You acknowledge and agree that under no circumstances whatsoever are we obliged to verify the authenticity of any instructions, notices or communication given or purportedly given to us by you. Notwithstanding the foregoing we reserve the right at any time to refrain from acting promptly upon any instruction, notice or communication given or purportedly given by you in order to verify the authenticity thereof without incurring any responsibility for loss, liability or expense arising out of so refraining to act.
- 25.7 Without prejudice to Clause 9.2 of the Terms and Conditions, we are authorised (without being obliged) to record any instructions or telephone conversations made or purportedly made with you whether with or without the use of a tone warning device and we may use such recordings and/ or transcripts as evidence in any dispute. We shall not be obliged to maintain such recordings and transcripts or keep any such copies thereof. You shall not be entitled to listen to, peruse, make copies of or otherwise have access to such recordings and transcripts or any such copies thereof.
- 25.8 A written statement by an officer of us confirming the posting of any notice, statement of account, communication, document and/or other instrument whatsoever by us shall be binding and conclusive evidence of this fact as against you.

26. OTHERS\_

Assignment

- 26.1 We may at any time without the concurrence of and without notice to you, assign and transfer all or any part of our rights and/or obligations under the Agreement to such person or persons as we may in our absolute discretion think fit. Any such assignee or transferee shall be entitled to the full benefit of such rights and/or obligations as if it was us in respect of the rights or obligations assigned or transferred to such assignee or transferee. Where applicable, our costs and expenses and that of the assignee or transferee shall be deemed to be expenses properly incurred and payable by you. You shall not assign or transfer your rights or obligations under the Agreement.
- 26.2 The indemnities contained in Additional DCP Terms and the Terms and Conditions constitute a separate and independent obligation from the other obligations in the Agreement, shall give rise to a separate and independent cause of action, and shall apply irrespective of any indulgence



granted by us and shall continue in full force and effect despite any judgement, order, claim or proof for a liquidated amount in respect of any sum due under the Agreement or any judgment or order. No proof of evidence of any actual loss may be required.

Involuntary Loss

- 26.3 We and/or such receiver appointed by us shall not be answerable for any involuntary loss happening in or about the exercise or execution of the powers or trusts conferred upon us or such receiver hereunder, under the Agreement or by the law for the time being in force.

Personal Internet Banking

- 26.4 Where you have UOB Personal Internet Banking Usernames and Passwords, you would automatically be able to view your loan account(s). If you do not have UOB Personal Internet Banking service, you are to apply for the same. You acknowledge that by using the UOB Personal Internet Banking service, you agree to be bound by the terms and conditions governing UOB Personal Internet Banking access. If you do not agree to be bound by the terms and conditions governing UOB Personal Internet Banking, you should not use the aforesaid service.

Liability to us

- 26.5 You shall be liable to us, not only for all moneys debited to any of the accounts which you either alone or jointly or jointly with any other person may have with us at the time when demand shall be made for payment but also for all moneys outstanding and not immediately payable for which you either alone or jointly or jointly with any other person is or are absolutely or contingently liable to us in any manner howsoever.

- 26.6 Without prejudice to Clause 4.2 of the Terms and Conditions,:-

- (a) any amount received or recovered by us in respect of any sums expressed to be due to us from you under the Agreement and the Debt Consolidation Facility in a currency ("**Relevant Currency**") other than Singapore Dollars (whether as a result of, or arising from the enforcement of, a judgement or order of court of any jurisdiction or your death or bankruptcy or otherwise) shall only constitute a discharge to you to the extent of the amount in Singapore Dollars which we are able, in accordance with our usual practice, to purchase with the Relevant Currency so received or recovered on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so); and
- (b) if that amount in Singapore Dollars purchased with the Relevant Currency is less than the amount of the Singapore Dollars expressed to be due to us hereunder, under the Agreement and/or the Debt Consolidation Facility, you shall indemnify us against any loss sustained by us as the result thereof.

In any event, you shall indemnify us against the cost of making any such purchase.

- 26.7 In addition to and without prejudice to Clause 16.1 of the Terms and Conditions, we shall have the right from time to time and at our absolute discretion to amend, modify or supplement the terms of the Agreement.

Service of Process

26.8 In addition to and without prejudice to:-

- (a) Clause 12.1 of the Terms and Conditions, we may also serve any writ of summons, statement of claim, statutory demand, bankruptcy proceedings or any other legal process or document in respect of any action or proceedings under the Agreement required by any relevant law or rules of court to be served on you by sending it by registered or certified prepaid post to your last known address on our records (whether within or outside Singapore and whether such address is a Post Office Box or place of residence or business), as may be provided to, or obtained by, us or our solicitors or other agents, or as may be known to us. In instances where the last known address is a Post Office Box, we may serve the said legal process or document via ordinary post.
- (b) Clause 12.3 of the Terms and Conditions, the legal process referred to in Clause 26.8(a) above shall be deemed to have been duly served on you if sent by registered or certified prepaid post, on the date immediately after the date of posting. Service of the legal process in the aforesaid manner shall be deemed to be good and effective service of such legal process on you even if the documents are not received by you or subsequently returned undelivered.

26.9 In addition to and without prejudice to the Events of Default described under Clause 6.1 of the Terms and Conditions, the following events shall also be considered as “**Events of Default**” and without prejudice to any other rights or remedies we have, we shall have the right to immediately exercise our rights set out in Clause 6.1 and Clause 6.2 of the Terms and Conditions if any of the Events of Default described under Clause 6.1 of the Terms and Conditions or any of the following events of default occurs:-

- (a) if we determine that it is or will become unlawful or contrary to any directive or regulation for the Debt Consolidation Facility or any part thereof to remain outstanding, for us to carry out all or any of our obligations under the Agreement or other agreement(s) with you or for us to exercise any of our rights hereunder and thereunder;
- (b) if any agreement, confirmation, acknowledgement, warranty undertaking, representation statement or declaration made by you to us whether under the Agreement or at or about the time of application for the DCP Application and the application for Revolving Credit Facility or thereafter or is found to be incorrect or untrue in any respect or ceases to be correct or true in any respect or if you breach or do not fully comply with the same at any time; or
- (c) if a petition is presented against you for bankruptcy or if a receiver, trustee or similar official is appointed of all or part of your assets;
- (d) if a distress, execution, writ of seizure and sale, garnishee order, injunction, attachment, or any form of action is levied upon or issued against any of your property or assets; or
- (e) if, in our opinion, there is any change or impending change in circumstances which would materially and adversely affect your financial condition.