

## UOB Malaysia Commercial Credit Cards Cash Rebates

### TERMS AND CONDITIONS

**Effective date: 15 May 2023**

#### General

These terms and conditions ("Terms and Conditions") will apply to the Cardmembers of UOB Commercial Credit Cards issued by United Overseas Bank (Malaysia) Bhd (Reg. No. 199301017069 (271809-K)) ("UOB Malaysia"). The Terms and Conditions are to be read together with the UOB VISA/MASTERCARD Cardmember Agreement ("Cardmember Agreement"). If there is any conflict between the two in respect of the UOB Malaysia Commercial Credit Cards Cash Rebate, these Terms and Conditions will prevail for all matters relating to the Programme. Unless stated otherwise, definitions used in these Terms and Conditions will carry the same meaning as definitions found in the Cardmember Agreement.

For the avoidance of doubt,

"**Cardmember**" means:

- a) For UOB Commercial Credit Card (Corporate Liability) - the person or persons appointed/nominated by you via the UOB Commercial Credit Card (Cardmember) Application Form to whom the Card is issued and whose name appears on the Card.
- b) For UOB Commercial Credit Card (Personal Liability) – the principal and supplementary Cardmember

"**UOB Commercial Credit Cards**" or "**Card**" refer to UOB Platinum Business Card, UOB Corporate Card, UOB Purchasing Card and/or UOB World Business Mastercard (as the case may be).

UOB Malaysia reserves the right at any time to decide on all matters pertaining to the award or use of any or all of the benefits and privileges stated below and UOB Malaysia's decision shall be final and binding on the Cardmember. The benefits and privileges described below may be amended, supplemented or revoked by UOB Malaysia at any time with adequate prior written notice.

#### Update to the Terms and Conditions:

The following clauses have been updated and the Terms and Conditions shall be effective **15 May 2023**:

- (a) Added the word "Credit" throughout the **Terms and Conditions**
- (b) Clause 1 has been revised to update the Rebate Category and Cash Rebate Rate for UOB Platinum Business Card.
- (c) Clause 5 has been revised to include additional wording
- (d) Clause 8 has been updated for the exclusions from Cash Rebate.
- (e) Clause 10 has been added to provide clarity that clarification can be sought from UOB Malaysia's authorized representative if there are any terms and conditions that the Cardmembers do not understand.

**UOB Commercial Credit Cards Cash Rebates Programme (“Programme”)**

1. Cash Rebates are awarded for any spend using the Cards as stipulated in Table A below and subject to exclusions listed in Clause 8. The Rebate Category and Cash Rebate Rate shall be reviewed periodically by UOB Malaysia and are subject to change from time to time with adequate prior written notice to the Cardmembers.

**Table A – Cash Rebates**

UOB Commercial Credit Cards	Rebate Category	Cash Rebate Rate
<b>UOB Platinum Business Card</b>	JomPAY transactions Utilities spend such as payment for electricity, water etc.	0.20%
	Local spend	0.50%
	Overseas spend	1.20%
<b>UOB Corporate Card</b> <b>UOB Purchasing Card</b>	Local and Overseas spend	0.25%
<b>UOB World Business Mastercard</b>	Overseas spend	1.00%
	Local spend	0.10%

*Note: The above does not apply to card programme under special partner tie-up, close-loop programme and referred programme.*

2. Any accumulated Cash Rebates including rebates pending credit into the Cardmember’s Cards Account shall be forfeited upon the occurrence of any one of the following:
  - a. Any cancellation termination or suspension of the UOB Commercial Credit Cards, whether voluntary or involuntary; or
  - b. If the Cardmember had committed or suspected to have committed any fraudulent, wrongful or unlawful acts or have not fulfilled or has breached its obligations, in relation to the Card Account or these terms and conditions, or any facility granted by UOB Malaysia.
  - c. Any conversion of the UOB Commercial Credit Cards to any other UOB Credit Cards (including any other UOB Commercial Credit Cards) and/or UOB Commercial Charge Card and no refund, extension or compensation shall be given by UOB Malaysia; or
  - d. The UOB Commercial Credit Cards Account becomes delinquent and no refund, extension or compensation shall be given by UOB Malaysia.
3. For UOB Platinum Business Card and UOB World Business MasterCard, the total Cash Rebates earned each month will be automatically credited into the Cardmember’s relevant Card Account and this will be reflected in the monthly Statement of Account that follows after the date of the crediting of Cash Rebates.
4. For UOB Corporate Card and UOB Purchasing Card, the total Cash Rebates earned on annual basis will be credited into the Cardmember’s UOB Commercial Credit Cards Account and this will be reflected in the Statement of Account that follows after the date of the crediting of Cash Rebates.
5. Subject to Clause 7,
  - a. For UOB Commercial Card (Corporate Liability)- all eligible spend by the Cardmembers are entitled to the Cash Rebates.
  - b. For UOB Commercial Card (Personal Liability)- all eligible spend is inclusive of the collective spend of both principal and supplementary Card charged to the Card. However, only the principal Cardmember is entitled to the Cash Rebates.

6. All Cardmembers are eligible to participate in this Programme provided that the Cardmembers have not defaulted on any terms and conditions of the Cardmember Agreement.
7. Without prejudice to the generality of the foregoing, in the event that the Cash Rebates under this Programme are awarded to and received by the Cardmembers who have committed or are suspected of committing any fraudulent or wrongful acts in relation to use of their UOB Commercial Credit Cards and/or any transactions made using their UOB Commercial Credit Cards, UOB Malaysia reserves the right to disqualify such Cardmembers from earning or using the Cash Rebates.

### **Exclusions**

8. The Cash Rebates must be accumulated through purchases made with UOB Commercial Credit Cards only. The following transactions for the following UOB Commercial Credit Cards shall **not** be included for purposes of accumulation and earning of the Cash Rebates under this Programme:

#### **A. UOB Platinum Business Card**

- a. Transaction made on Cash Advance, Flexi Credit Plan, DuitNow QR transactions, Direct Debit. (Applicable ONLY to Personal Liability Commercial Credit Card) Balance Transfer or Balance Transfer via Instalment, Easi Payment Plan purchases,
- b. Payment of Card account, annual fees, interest payments, late payment fees or charges for cash withdrawals.
- c. Refunded, disputed, unauthorized or fraudulent retail transactions.
- d. Government services transactions, government service tax or any other taxes.
- e. Any other form of service/miscellaneous fees.
- f. Premium for Credit Shield Plus or any other credit insurance.
- g. Payment of rates, charges, fines to Governmental, statutory and judicial bodies (for local spend only).
- h. Fuel and all purchases made at any petrol or gas station.

#### **B. UOB Corporate Card, UOB Purchasing Card and UOB World Business Mastercard**

- a. Refunded, disputed, unauthorised or fraudulent for Local and/or Overseas transactions
- b. Cash withdrawals.
- c. Payment of annual card membership fees, any taxes, duties, interest payments, late payment fees, charges for cash withdrawals and any other form of service/miscellaneous fees using the UOB Commercial Credit Cards.

### **General Terms and Conditions**

9. The Cardmembers agree to be bound by these terms and conditions including any amendment and/or variation to it and the terms and conditions in the Cardmember Agreement. If there is any inconsistency between these terms and conditions and the Cardmember Agreement, these terms and conditions will prevail.
10. Cardmembers shall seek clarification from UOB Malaysia's authorized representative if there are any terms and conditions that the Cardmembers do not understand.
11. UOB Malaysia reserves the right to cancel, terminate or suspend this Programme in whole or in part, at any time with adequate prior written notice. For the avoidance of doubt, the cancellation, termination or suspension by UOB Malaysia of this Programme shall not entitle the Cardmember to any claim or compensation against UOB Malaysia for any and all losses or damages suffered or

incurred by the Cardmember whether as a direct or indirect result of such cancellation, termination or suspension.

12. UOB Malaysia shall not be responsible nor shall accept any liabilities of any nature and however arising or suffered by the Cardmembers and/or third parties resulting directly or indirectly by the Cardmembers' participation in this Programme unless it arises from UOB Malaysia's gross negligence or willful misconduct specifically related to the Programmes.
13. UOB Malaysia's decisions on all matters relating to this Programme, including the determination of Cash Rebates and categories for Cash Rebates shall be final and binding upon all Cardmembers and no further correspondence or attempts to dispute such decisions will be entertained.
14. UOB Malaysia shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorised third party in respect of the Programme and/or the Cash Rebates offered and published in any mass media, marketing or advertising materials.
15. To the fullest extent permitted by law, UOB Malaysia expressly excludes and disclaims any representations, warranties or endorsements, express or implied, written or oral, without limitation to those published in any mass media, marketing or advertising materials, including but not limited to, any warranty of quality, merchantability or fitness for a particular purpose in respect of this Programme and the Cash Rebates under this Programme.
16. UOB Malaysia reserves the right to add, delete, suspend or vary these Terms and Conditions, from time to time, wholly or in part, by providing adequate prior written notice to the Cardmembers via posting on UOB Malaysia's website, displaying a notice at any of UOB Malaysia's branches, Short Message Service, a statement insert in the Statement of Account or any other manner as may be determined by UOB Malaysia from time to time. Your retention or use of your Card after the effective date of such variations, revisions or changes will constitute your acceptance of such variations, revisions or changes by you without any reservation.
17. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Cardmembers agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.

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