

UOB Malaysia Commercial Cards Cash Rebates Terms and Conditions

Effective 1 December 2022

General

These terms and conditions (“Terms and Conditions”) will apply to the Cardmembers who have UOB Commercial Cards issued by United Overseas Bank (Malaysia) Bhd (Reg. No. 199301017069 (271809-K)) (“UOB Malaysia”) [Note: In these Terms and Conditions, “UOB Commercial Cards” means UOB Platinum Business Card, UOB Corporate Card, UOB Purchasing Card and UOB World Business Mastercard [unless otherwise stated] and are to be read together with the UOB VISA/MASTERCARD Cardmember Agreement (“Cardmember Agreement”).]

For the avoidance of doubt, "Cardmember" shall mean the principal Cardmember.

Unless defined differently in these Terms and Conditions, words and expressions used in these Terms and Conditions will have the same meaning as in the Cardmember Agreement.

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 prior notice.

Update to the Terms and Conditions:

The following clauses have been updated and the Terms and Conditions shall be effective **1 December 2022**:

- (a) Clause 1 has been revised to update the Rebate Category and Cash Rebate Rate for UOB Platinum Business Card.
- (b) Clause 8 has been updated to include additional exclusions from Cash Rebate.
- (c) 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 Cards Cash Rebates Programme (“Programme”)

1. Cash Rebates are awarded for any spend using the UOB Commercial Cards (“Card”) as stipulated in Table A below and subject to exclusions listed in Clause 8. The Rebate Category and Cash Rebate Rate are subject to change and shall be reviewed periodically by UOB Malaysia’s from time to time.

Table A – Cash Rebates

UOB Commercial Cards	Rebate Category	Cash Rebate Rate
UOB Platinum Business Card	JomPAY transactions Utility transaction	0.20%
	Local spend	0.50%
	Overseas spend	1.20%
UOB Corporate Card UOB Purchasing Card	Local and Overseas spend	0.25%
UOB World Business Mastercard	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 UOB Commercial Cards Account shall immediately cease to be valid upon the occurrence of any one of the following:
 - a. Any cancellation of the UOB Commercial Cards; or
 - b. Any conversion of the UOB Commercial Cards to any other UOB Credit Cards and no refund, extension or compensation shall be given by UOB Malaysia; or
 - c. The UOB Commercial 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 UOB Commercial Cards Account and this will be reflected in the monthly Statement of Account that follows after the date of the crediting of Cash Rebates. Should at any time, the system supporting this automated process be unavailable, a manual process will be used by UOB Malaysia to credit the Cash Rebates earned each month into the Cardmember's UOB Commercial Cards Account and this will be reflected in the next monthly Statement of Account.

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 Cards Account and this will be reflected in the monthly Statement of Account that follows after the date of the crediting of Cash Rebates.

5. Subject to Clause 7, "all spending" is inclusive of the collective spend of both principal and supplementary Card charged to the Card. For the avoidance of doubt, only the principal Cardmember is entitled to the Cash Rebate.
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 persons who have committed or are suspected of committing any fraudulent or wrongful acts in relation to use of their UOB Commercial Cards and/or any transactions made using their UOB Commercial Cards, UOB Malaysia reserves the right to disqualify such persons from earning or using the Cash Rebates.

Exclusions

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

UOB Platinum Business Card

- a. Transaction made on Cash Advance, Flexi Credit Plan, Easi Payment Plan purchases, DuitNow QR transactions, Direct Debit, Balance Transfer or Balance Transfer via Instalment.
- 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.
- 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.
- i. Card present and card non-present (e-commerce) transactions made at any merchant with physical premises, address of the fixed place of business or business license in any country participating in the European Economic Area (EEA) or joining after the above effective date, for example: Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, the UK, Iceland, Liechtenstein and Norway.

UOB Corporate Card, UOB Purchasing Card and UOB World Business Mastercard

- a. Balance Transfer.
- b. Easi Payment Plan purchases.
- c. Refunded, disputed, unauthorised or fraudulent retail transactions.
- d. Cash withdrawals.
- e. 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 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 prior 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. If there is any inconsistency between these Terms and Conditions and the Cardmember Agreement, these Terms and Conditions will prevail for all matters in connection with this Programme.
14. 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.

15. 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.
16. 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.
17. 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 prior 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.
18. 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.