

UOBM FLEXI-CREDIT PLAN TERMS AND CONDITIONS

The terms and conditions in this document will apply to the United Overseas Bank (Malaysia) Bhd (271809-K) ("UOBM") Flexi-Credit-Plan ("FCP") Program ("the Program") and are to be read in conjunction with the UOBM Visa / Mastercard Cardmember Agreement ("the Cardmember Agreement").

If there is an inconsistency between this document and the Cardmember Agreement, the terms and conditions in this document will apply for all matters in connection with the Program. Unless defined differently in this document, words and expressions used in this document will have the same as in the Cardmember Agreement.

1. The Program is open to all new or existing principal holders of UOBM Credit Cards ("Cardmembers").
2. Cardmembers whose account is current and in good standing with sufficient available Credit Limit may apply for the Program.
3. Cardmembers can apply for the Program –
 - i. by phone; or
 - ii. by completing and submitting the application form prescribed by UOBM by facsimile to at 03-2639 2166.
4. Cardmembers can withdraw up to 80% of their Credit Limit from their Credit Card Accounts ("Credit Limit") or up to 100% of the available Credit Limit provided that such withdrawal under this Program does not at any one time exceed the Credit Limit. The withdrawal is subject to a minimum withdrawal of RM1,000 per application. UOBM can change the credit limit/amount at any time at its absolute discretion.
5. Cardmembers must provide the following details in the application form:
 - i. Amount to be drawn ("the Flexi-Credit-Plan Amount").
 - ii. Details of Cardmembers' savings or current account at the licensed bank in Malaysia that the approved Flexi-Credit-Plan Amount is to be transferred.
6. Upon approval, the Flexi-Credit-Plan Amount will be credited into the Cardmember's savings or current account maintained with UOBM or any other financial institution specified in the application form via –
 - i. Inter-Bank Giro (IBG) transfer into the Cardmember's savings or current account maintained with a licensed bank in Malaysia;
 - ii. Cheque issued by UOBM in favour of the Cardmember and deposited into the Cardmember's savings or current account maintained with a licensed bank in Malaysia;
 - iii. Internal transfer to Cardmember's savings or current account maintained in UOBM, or any other channel chosen by UOBM at its absolute discretion.

7. UOBM will not be liable to Cardmembers for any charges, loss, damages or liability of any nature incurred by the Cardmembers because of a delay or failure by UOBM in approving any applications under the Program or crediting the Flexi-Credit-Plan Amount.

8. Cardmembers can submit more than one application under the Program, subject to the available Credit Limit.

9. UOBM can, at its absolute discretion, approve or reject any application without giving any reason for the decision, and to determine the amount allowed to be drawn.

10. Approvals may be subject to further terms and conditions as may be imposed by UOBM at any time at its absolute discretion.

11. No additional interest will be imposed if the monthly instalment amount is paid in full before the Payment Due Date stated in the Statement of Account. If the instalment amount is not paid in full on the Payment Due Date, the prevailing Credit Card interest rate of 1.5% per month or 18% per annum or the prevailing regulated interest rate will be charged on the balance instalment remaining unpaid on the due date in accordance with the Cardmember Agreement until the instalment amount is settled in full.

12. Upon the expiry of the tenure of the Flexi-Credit-Plan ("FCP Instalment Period"), any outstanding balance will also be subject to the normal finance charge of One Point Five per centum (1.5%) per month or Eighteen per centum (18%) per annum or the prevailing regulated interest rate will take into effect until the date of full repayment.

13. The sum of the Flexi-Credit-Plan Amount and interest due will be billed to the Cardmember's Credit Card Account in the Statement of Account immediately following approval of the application for the Program.

14. Upon approval of the application, the corresponding amount of the Cardmember's Credit Limit will be reserved for this purpose, and the available Credit Limit balance will be reduced accordingly. UOBM will not be liable to the Cardmember for any transactions rejected by merchants because of a resulting insufficient Credit Limit. The Credit Limit will be restored progressively in accordance with the Flexi-Credit-Plan Amount approved that has been repaid.

15. An early settlement fee of RM50 and an amount equivalent to one (1) month interest payable by the Cardmembers on the Flexi-Credit-Plan ("Penalty Interest") will be immediately charged if any of the following occurs:

- i. The Cardmember terminates or discontinues the Program by making full payment within the Flexi-Credit-Plan Instalment Period;
- ii. The Cardmember cancels the Credit Card Account; or
- iii. UOBM terminates or closes the Cardmember's Credit Card Account.

16. The Cardmember is liable to pay for any goods and services tax or other taxes or levies which as at the date of approval of the Cardmember's application for the Program or at any date subsequent to the date of approval of the Cardmember's application for the Program, is required by law (including the Goods and Services Tax Act 2014) to be paid to anybody or authority having jurisdiction over UOBM, in

respect of any fees and charges charged or incurred by UOBM in relation to providing the Program to the Cardmember.

17. The Cardmember consents and agrees that any goods and services tax or other taxes or levies incurred by UOBM in relation to the Program provided by UOBM to the Cardmember, shall be borne by and charged to the Cardmember and in the event that UOBM shall effect payment, the Cardmember shall be liable to reimburse UOBM for such amounts paid and UOBM has the right to credit such taxes, duties and levies to the Credit Card Account.

18. Upon closure of the Credit Card Account in accordance with the Cardmember Agreement, this Program shall immediately terminate and the Cardmember is liable to settle in full all the outstanding balance and any fees and charges imposed by UOBM under this Program.

19. If any or a combination of the following occurs, the total outstanding under the Program will be immediately due and payable, will bear interest at 18% per annum, and will be payable in accordance with the Cardmember Agreement:

- i. A breach of any of the terms and conditions in this document.
- ii. An event of default under the Cardmember Agreement.
- iii. A delay or failure to pay any sums due under the Program.
- iv. A failure to pay on the due date any money, or to discharge any obligation or liability payable by the Cardmember to UOBM under any agreement with UOBM or under any banking/credit facilities. The events above will also entitle UOBM to cancel, revoke, suspend or restrict the use of the Credit Card, and to consolidate all outstanding amounts into the principal Credit Card Account.

20. UNIRinggit Rewards or Smart\$ Rebates will not be awarded under this Program.

21. Subject to Clause 22 below, UOBM reserves the right to add, delete, suspend or vary these terms and conditions, from time to time, wholly or in part, at its absolute discretion, by providing twenty one (21) days prior notice to the Cardmembers via posting on UOBM's website, displaying a notice at any of UOBM's branches and/or a statement insert in the Statement of Account.

22. Any changes to fees and charges can be made by UOBM at any time at its absolute discretion by giving by providing twenty one (21) days prior notice to the Cardmembers.

23. UOBM will not be held responsible for and disclaims all liability to any actions, claims, loss, damages, costs, charges, and expenses which a Cardmember may suffer, sustain or incur by his participation in the Program.

24. UOBM reserves the right to cancel, terminate or suspend this Program with prior notice. For the avoidance of doubt, cancellation, termination or suspension by UOBM of the Program shall not entitle the Cardmember to any claim or compensation against UOBM 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.

25. 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.