

**UOBM TACTICAL EASI-PAYMENT PLAN (“EPP”) FOR SELECTED CARDMEMBERS
TERMS & CONDITIONS
UOBM CREDIT CARD (“CARD” or “CREDIT CARD”)**

United Overseas Bank (Malaysia) Bhd (271809-K) (“UOBM”) is organizing a “**TACTICAL EASI-PAYMENT PLAN (“EPP”) FOR SELECTED CARDMEMBERS**” (“Programme”) from **1 January 2019 to 31 March 2019** (both dates inclusive) (“Programme Period”).

Eligibility

1. The Programme is open to selected UOBM credit cardholders who received a short message service (“SMS”) invitation from UOBM to participate in this Programme (“Eligible Cardmembers”) and:
 - (a) whose accounts with UOBM are current, subsisting and not in default in any manner as may be determined by UOBM at its sole and absolute discretion; and
 - (b) who are not in breach of the UOBM Visa/MasterCard Cardmember Agreement (“Cardmember Agreement”).
2. When an Eligible Cardmember applies to participate in the Programme, he will be deemed to have accepted the terms and conditions in this document.
3. UOBM can, at its absolute discretion, approve or reject any application without giving any reason for the decision, and determine the amount allowed under the Programme, which will be subject, amongst others, to:-
 - i. the status of the Cardmember’s Credit Card Account; and
 - ii. the available Credit Limit.

Campaign Mechanics

4. Any spending of **RM3,500** and above per single and/or accumulated receipt(s) using the Card (“Eligible Spend”) will be eligible to participate in the Campaign. The following transactions shall not be treated as an Eligible Spend:
 - i. Cash Advance;
 - ii. Balance Transfer;
 - iii. Flexi-Credit Plans;
 - iv. Finance Charges;
 - v. Credit Shield;
 - vi. Late Charges;
 - vii. Annual Fees;
 - viii. Split and/or void transactions;
 - ix. Reversals or refunds;
 - x. Sales and Services tax; and
 - xi. Such other transactions as UOBM may determine.
5. Cardmembers shall apply the EPP by calling UOB Call Centre or by such other means as may be specified by UOBM at any time within **sixty (60) days** from the date of Eligible Spend (“Transaction Date”).
6. Eligible Cardmembers have the option to select the instalment payment tenure of 6 months, 12 months or 18 months. The minimum total purchase amount to be converted into instalment payment for each tenure is RM3,500. Such amount may be revised by UOBM at any time at its absolute discretion with prior notice. For the avoidance of doubt, the minimum total purchase amount can be the total amount of a single transaction or the total amount of multiple transactions, provided that the application for the Programme in accordance with **Clause 5** above is made within 60 days (sixty) from the Transaction Date of each transaction.

7. Upon approval of the application, the Eligible Cardmember will be subject to an up-front interest based on the purchase amount converted and the tenure selected (“Up-Front Interest”). The Up-Front Interest may also refer to such rate that applies to the Programme which UOBM may specify or publish from time to time.

Up-Front Interest	Tenure
2%	6 months
3%	12 months
4%	18 months

8. Upon approval of the application for the EPP, the corresponding amount of the Eligible 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 Eligible Cardmembers for any transactions rejected by any merchants resulting from the insufficiency of the Eligible Cardmember’s Credit Limit.
9. In relation to the EPP that has been approved, no further interest amount will be charged if the monthly instalment amount is paid in full before the payment due date as stated in the Statement of Account. If not, the applicable fees and charges of the UOBM Visa/MasterCard Cardmember Agreement (“Cardmember Agreement”) will be charged on the outstanding amount accordingly.
10. During the repayment period, the amount will be repaid by way of equal instalments (“the Payment Instalment”). The Payment Instalment will be debited immediately to the Credit Card Account following the approval of the Programme application, and will be reflected in the following month’s Statement of Account, and payable in accordance with the Cardmember Agreement. As each Payment Instalment is repaid, the amount equivalent to the payment made will be restored to the Cardmember’s Credit Limit.
11. The Payment Instalment is calculated as the sum of the amount converted divided by the number of months of the Programme tenure. In the event of a default, the entire amount will be payable immediately in accordance with the Cardmember Agreement.
12. The Payment Instalment is included in the computation of the Eligible Cardmember’s minimum payment due. If the Payment Instalment is not paid in full when due, the unpaid balance of the Payment Instalment will attract interest in accordance with the Cardmember Agreement.
13. Eligible Cardmember can cancel its participation in the Campaign subject to UOBM’s receipt of a written or verbal notice and a cancellation fee of RM50 (or such other rate as determined by UOBM at its absolute discretion) will be imposed to Eligible Cardmember. Such amount shall be debited to the Eligible Cardmember’s Card account.
14. Eligible Cardmember can apply for the EPP more than once, subject to their eligibility under the terms and conditions in this document and at UOBM’s absolute discretion to approve or reject the application.
15. If any or a combination of the following occurs, the total outstanding under the EPP will immediately be due and payable, and will bear the applicable finance and/or late payment charges (whichever applicable) as per the Cardmember Agreement, and will be payable in accordance with the Cardmember Agreement:
- i. there is a breach of these terms and conditions;
 - ii. an event of default occurs pursuant to the Cardmember Agreement;
 - iii. there is a delay or failure to pay the Payment Instalment or any sum due under the EPP;
 - iv. there is a failure to pay any money due and payable to UOBM under any banking/credit facilities;
 - v. there is failure to discharge any obligation or liability owing to UOBM from time to time for any banking/credit facilities;
 - vi. the Campaign is terminated for any reasons whatsoever;
 - vii. The Card is terminated or the Card Account is closed for any reason whatsoever.
 - viii. it becomes impossible or unlawful for UOBM to make available or continue to make available the EPP.

The events above will also entitle UOBM to cancel, suspend or restrict the use of the Card, and to consolidate all outstanding amounts of the EPP into the principal Card outstanding balance (if applicable).

UOBM General Terms and Conditions

16. By participating in this Campaign, Eligible Cardmembers agree to be bound by these terms and conditions and the terms and conditions in the Cardmember Agreement.

17. UOBM shall not be responsible for any failure or delay in transmission of sales transactions by Visa International Incorporated, MasterCard Worldwide, merchant establishments, postal or telecommunication authorities or any party in which may result in the Eligible Cardmembers' eligibility to the Campaign and/or failing to be entitled to the EPP under this Campaign.
18. The records of transactions maintained by UOBM and UOBM's decision on all matters relating to this Campaign shall be final, conclusive and binding on the Eligible Cardmembers. UOBM shall not be obliged to give any reasons or enter into any correspondence with any person(s) on any matter concerning the Campaign. No appeals or correspondence from any Eligible Cardmembers will be entertained.
19. UOBM shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorized third party in respect of the Campaign and/or the EPP offered and published in any mass media, marketing or advertising materials.
20. UOBM shall not be responsible nor shall accept any liabilities of any nature and however arising or suffered by the Eligible Cardmembers and/or any third parties resulting directly or indirectly from the Campaign and/or the EPP unless it arises from UOBM's negligence or willful misconduct specifically related to this Campaign and/or the EPP.
21. To the fullest extent permitted by law, UOBM 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 Campaign and the EPP under this Campaign.
22. In the event of any inconsistency between these terms and conditions and any advertising, promotional, publicity and other materials relating to or in connection with the Campaign, these terms and conditions shall prevail.
23. UOBM reserves the right to add, delete, suspend or vary the Campaign's terms and conditions, from time to time, wholly or in part, at its absolute discretion, by providing prior notice to the Eligible Cardmembers through posting on UOBM's website, displaying a notice at any of UOBM's branches, a statement insert in the Statement of Account and any other manner as determined by UOBM from time to time.
24. UOBM reserves the right at its absolute discretion to cancel, withdraw, suspend, extend or terminate the Campaign prior to the expiry of the Campaign Period, wholly or in part, at any time with prior notice. For the avoidance of doubt, cancellation, withdrawal, suspension, extension or termination by UOBM of the Campaign shall not entitle the Eligible Cardmembers to any claim or compensation against UOBM for any and all losses or damages suffered or incurred by the Eligible Cardmembers whether as a direct or indirect result of such cancellation, withdrawal, suspension, extension or termination.
25. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Cardmembers agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.

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